



AGREEMENT  
BETWEEN  
PALO ALTO MEDICAL FOUNDATION  
AND  
ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE (AFL-CIO & CLC)  
COVERING  
THE CLINICAL LABORATORY SCIENTISTS  
November 13, 2018 – November 13, 2022

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## **PREAMBLE**

This agreement is entered into this 28<sup>th</sup> day of August, 2015 between PALO ALTO MEDICAL FOUNDATION (hereinafter called the "Employer" or "PAMF") 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 (PAMF) at the following sites:

Palo Alto Medical Clinic, Palo Alto  
Fremont Center  
San Carlos Center

This change in recognition is only to clarify, not change, the existing historical bargaining unit. Any future outpatient clinic facilities managed by PAMF/Palo Alto Division (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 agrees that each employee shall have the right to review materials contained in his/her personnel file. Clinical Laboratory Scientists also have the right to request copies of documents in the personnel file that they have personally signed by submitting the request online or by calling the Employee Help Line.
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 corrective 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 corrective action that are included in the employee's file will not be used for progressive corrective action after twelve (12) months have elapsed. If a recurrence of an old problem happens (one that the employee received documented corrective action, more than one year ago), the employee will begin the progressive steps from the beginning. However, such documentation shall not be removed from the file.
4. PAMF shall not tolerate harassment or unprofessional conduct by any employee towards another employee (regardless of bargaining unit status). Such action will be grounds for corrective action.

5. Every Clinical Laboratory Scientist has the right to union representation in any investigative meeting that could lead to corrective action against the Clinical Laboratory Scientist, to ensure the Clinical Laboratory Scientist of his/her legal rights. PAMF 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 employees' 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. Range Restructure

Effective the first pay period following ratification employees will receive a 3.5% ATB and transition to the new range structure below (which includes the 3.5% ATB)

							<u>Yrs at Prior Step:</u>					
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>2 yrs</u>	<u>2 yrs</u>	<u>2 yrs</u>	<u>2 yrs</u>	<u>3 yrs</u>	
<u>48.62</u>	<u>50.26</u>	<u>52.02</u>	<u>53.84</u>	<u>55.71</u>	<u>57.68</u>	<u>59.41</u>	<u>60.30</u>	<u>61.20</u>	<u>62.12</u>	<u>63.05</u>	<u>64.00</u>	<u>64.96</u>

SH/OC, Team Leader and Ladder wages shall have the same requirements, following according to the current CBA wage language (ie, Ladder is +\$2.00/hour, SH/OC is +10%, etc).

### Transition to the New Range:

As of the start of the first full pay period following ratification:

- 1) Employees at steps 1-6 shall remain in their current step and retain their current step advancement date.
- 2) Employees at step 7 who have been in that step for less than one year shall remain in their current step and retain their current step advancement date.
- 3) Employees at step 7 who have been in that step for more than one year shall be advanced to step 8 and will have their step advancement date modified to reflect the advancement.
- 4) Employees at step 8 and 9 who have been in that step for less than two years shall be placed in steps 9 and 11 respectively and retain their current step advancement date.
- 5) Employees at step 8 and 9 who have been in that step for more than two years shall be advanced to steps 10 and 12 respectively and will have their step advancement date modified to reflect the advancement.
- 6) Employees at step 10 shall be moved to step 13.

Future increases to salary range below will be effective the start of payroll period that commences after the specified date.

1. 3.25% ATB start of pay period following 12 months after ratification.
2. 3.25% ATB start of pay period following 24 months after ratification.
3. 4% ATB start of pay period following 36 months after ratification.

- B. Tenure Requirements: Employees must meet the requirements below to advance to tenure steps. Employees may only progress one step at a time and may not skip steps. An employee may progress to the next step the start of the pay period following his or her anniversary date, provided the tenure requirements for the step are met.



1. In order to advance to Step 9 of the wage grid, an employee must have two (2) years of continuous service at step 8 in the bargaining unit.
2. In order to advance to Step 10 of the wage grid, an employee must have two (2) years of continuous service at step 9 in the bargaining unit.
3. In order to advance to Step 11 of the wage grid, an employee must have two (2) years of continuous service at step 10 in the bargaining unit.
4. In order to advance to Step 12 of the wage grid, an employee must have two (2) years of continuous service at step 11 in the bargaining unit.
5. In order to advance to Step 13 of the wage grid, an employee must have three (3) years of continuous service at step 12 in the bargaining unit.

C. **Clinical Ladder New Clinical Ladder:** CLS employees (including Team Leads, but excluding Short-hour and Per-Diem staff) who meet all of the criteria for the CLS Clinical Ladder will earn \$2.00/hr above their current step.

1. To qualify, the CLS must meet the minimum qualifications. Clinical ladder requirements will be determined by management described in Appendix C.

D. **Basic Hourly Rates:**

The following minimum wage schedules set forth the base rate of pay for an employee and shall become effective the beginning of the pay period following dates set forth below. These grids include and reflect the ATBs that are described in this Agreement:

Effective 11/25/18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (2 years at Step 8)	Step 10 (2 years at Step 9)	Step 11 (2 years at Step 10)	Step 12 (2 years at Step 11)	Step 13 (3 years at Step 12)
Clinical Lab Scientist	48.62	50.26	52.02	53.84	55.71	57.68	59.41	60.30	61.20	62.12	63.05	64.00	64.96
CLS Team Leader	53.97	55.79	57.75	59.77	61.84	64.03	65.95	66.94	67.94	68.96	69.99	71.04	72.11
CLS Clinical Ladder	50.62	52.26	54.02	55.84	57.71	59.68	61.41	62.30	63.20	64.12	65.05	66.00	66.96
CLS Team Leader Clncl Ldr	55.97	57.79	59.75	61.77	63.84	66.03	67.95	68.94	69.94	70.96	71.99	73.04	74.11
CLS - Short Hour/Per-Diem	53.49	55.29	57.23	59.23	61.29	63.45	65.36	66.33	67.32	68.34	69.36	70.40	71.46
CLS Team Leader - Short Hour/Per-Diem	59.37	61.37	63.53	65.75	68.03	70.44	72.55	73.64	74.74	75.86	76.99	78.15	79.33

Effective 11/24/19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (2 years at Step 8)	Step 10 (2 years at Step 9)	Step 11 (2 years at Step 10)	Step 12 (2 years at Step 11)	Step 13 (3 years at Step 12)
Clinical Lab Scientist	50.33	52.02	53.85	55.73	57.66	59.70	61.49	62.42	63.35	64.30	65.26	66.24	67.24
CLS Team Leader	55.87	57.75	59.78	61.87	64.01	66.27	68.26	69.29	70.32	71.38	72.44	73.53	74.64
CLS Clinical Ladder	52.33	54.02	55.85	57.73	59.66	61.70	63.49	64.42	65.35	66.30	67.26	68.24	69.24
CLS Team Leader Clncl Ldr	57.87	59.75	61.78	63.87	66.01	68.27	70.26	71.29	72.32	73.38	74.44	75.53	76.64
CLS - Short Hour/Per-Diem	55.37	57.23	59.24	61.31	63.43	65.67	67.64	68.67	69.69	70.73	71.79	72.87	73.97
CLS Team Leader - Short Hour/Per-Diem	61.46	63.53	65.76	68.06	70.42	72.90	75.09	76.22	77.36	78.52	79.69	80.89	82.11

Effective 11/22/20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (2 years at Step 8)	Step 10 (2 years at Step 9)	Step 11 (2 years at Step 10)	Step 12 (2 years at Step 11)	Step 13 (3 years at Step 12)
Clinical Lab Scientist	51.97	53.72	55.61	57.55	59.54	61.65	63.49	64.45	65.41	66.39	67.39	68.40	69.43
CLS Team Leader	57.69	59.63	61.73	63.89	66.09	68.44	70.48	71.54	72.61	73.70	74.81	75.93	77.07
CLS Clinical Ladder	53.97	55.72	57.61	59.55	61.54	63.65	65.49	66.45	67.41	68.39	69.39	70.40	71.43
CLS Team Leader Clncl Ldr	59.69	61.63	63.73	65.89	68.09	70.44	72.48	73.54	74.61	75.70	76.81	77.93	79.07
CLS - Short Hour/Per-Diem	57.17	59.10	61.18	63.31	65.50	67.82	69.84	70.90	71.96	73.03	74.13	75.24	76.38
CLS Team Leader - Short Hour/Per-Diem	63.46	65.60	67.91	70.28	72.70	75.29	77.53	78.70	79.88	81.07	82.30	83.53	84.78

Effective 11/21/21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (2 years at Step 8)	Step 10 (2 years at Step 9)	Step 11 (2 years at Step 10)	Step 12 (2 years at Step 11)	Step 13 (3 years at Step 12)
Clinical Lab Scientist	54.05	55.87	57.84	59.86	61.93	64.12	66.03	67.03	68.03	69.05	70.09	71.14	72.21
CLS Team Leader	60.00	62.02	64.20	66.44	68.74	71.17	73.29	74.40	75.51	76.65	77.80	78.97	80.15
CLS Clinical Ladder	56.05	57.87	59.84	61.86	63.93	66.12	68.03	69.03	70.03	71.05	72.09	73.14	74.21
CLS Team Leader Clncl Ldr	62.00	64.02	66.20	68.44	70.74	73.17	75.29	76.40	77.51	78.65	79.80	80.97	82.15
CLS - Short Hour/Per-Diem	59.46	61.46	63.63	65.85	68.13	70.54	72.64	73.74	74.84	75.96	77.10	78.26	79.44
CLS Team Leader - Short Hour/Per-Diem	66.00	68.22	70.63	73.09	75.62	78.30	80.63	81.85	83.07	84.32	85.58	86.87	88.17

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) through seven (7) years of current laboratory experience will start at the corresponding step in the Clinical Laboratory Scientist range. An applicant for a Team Leader Clinical Laboratory Scientist with three (3) or more years of recent clinical laboratory experience and the qualifications outlined in Section 7 of this agreement will be placed at an appropriate step within the Team Leader range, up to and including Step 7. Recognition by the Employer of prior experience for purposes of this paragraph 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 targets as defined by senior leadership. Eligibility criteria is determined annually and will be communicated in advance via email.

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 14, Paid Time Off (PTO). Such a regular part-time Clinical Laboratory Scientist will also be covered by the Employer's health plan as provided in Section 23 of this

Agreement, and the other benefit plans set forth in Section 24 of this Agreement pursuant to the terms of those plans.

I. **Short Hour/Per Diem Clinical Laboratory Scientists**

Per Diem employees shall not be eligible for PTO, and Short-hour or Per Diem employees are not eligible for the Employer's Health plan, or other benefits unless specifically addressed in this Agreement.

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 will maintain core competency in all identified modalities within the department. Per-Diem 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 Clinical Lab Scientist and those previously employed by PAMF and rehired outside of one (1) year of leaving the organization is employed for an introductory period. During this time, a CLS will have no seniority. Upon satisfactory completion of his/her introductory period, the 'LS's seniority date will be established as defined in Section 8.

All newly hired or promoted Clinical Lab Scientists (including the Per-Diem CLS) will be subject to a three (3) month introductory period from date of hire. 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 with feedback and included with a Performance Improvement Plan, or he/she may be subject to termination of employment without recourse.

The introductory CLS will have recourse to the grievance procedure as of the day after her/his initial introductory period ends.

The introductory CLS will have his/her benefits started based on the individual benefit and according to Sections 23 and 24. There will be no loss of benefits as a result of the CLS's initial introductory period.

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

**B. Employment Definitions**

1. **Regular Full-Time.** An employee who is regularly scheduled to work at least sixty (60) hours per pay period (0.75 to 1.00 FTE).
2. **Regular Part-Time.** An employee who is regularly scheduled to work at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE). Regular part time employees may place their names on a separate list for additional work on their regularly assigned station and unit (on a single shift or all shifts and stations).
3. **Short Hour.** An employee who is regularly scheduled to work at least sixteen (16), but less than forty (40) hours per pay period (0.2 to 0.49 FTE) and who may work other relief hours (PTO, leave of absence, etc.) or increased hours temporarily because of fluctuations in census, as agreed between the employee and the Foundation.
4. **Per Diem.** An employee who has no guaranteed minimum number of days (except as defined in Section 12.B1) or hours worked and is not regularly scheduled on an ongoing basis. Per diem employees work relief hours (PTO, leave of absence, etc.) or other temporary hours because of fluctuations in census, as agreed between the employee and the Foundation.

**C. Reinstatement and Transfer**

A CLS who is reinstated within one (1) year of leaving PAMF or transfers to a position covered under this agreement must complete a new three month introductory period. This period will be without loss of benefits or seniority for transfers. 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 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 to identify a position within PAMF that is 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 moderate and highly complex procedures in the laboratory.

#### B. Minimum Qualifications for a Team Leader

1. Possession of a valid California Scientist's license.
2. For internal applicants: Minimum of three (3) years of continuous experience as a Clinical Laboratory Scientist. For external applicants: Minimum of three (3) years of demonstrable experience in clinical setting and comparable to that of a Senior Laboratory Scientist.
3. The ability to perform all procedures in area assigned without supervision.

#### C. Promotion from Clinical Laboratory Scientist to Team Leader

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

1. The demonstrated abilities to perform the duties of the position as demonstrated by the quality of work in their present position.

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. 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 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.

Seniority shall be calculated with the following groups in the order listed:

1. Clinical Lab Scientists with standard hours of 20 or more per week;
2. Short-hour Clinical Lab Scientists employed for less than 20 hours a week;
3. Per Diem Clinical Lab Scientists for whom seniority shall be a total number of hours worked.

## **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 thirty days (30) 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 shall retain seniority and accumulated benefits and pay-scale associated with length of service 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 available to the employer shall be offered first to laid off Clinical Laboratory Scientists. Hours worked as a per diem will count towards seniority and benefit and pay-scale associated with length of service.

### **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 30-day notice:

1. Each Clinical Laboratory Scientist who is permanently laid off pursuant to the provisions of this Section 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 pursuant to the provisions of this Section, 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 bargaining unit 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 Administration and/or Clinical Laboratory Scientist Supervisors based on the above criteria.

## **SECTION 11. PERFORMANCE REVIEW**

Each Clinical Laboratory Scientist shall be given an electronic performance review during the focal review period. The performance review shall be written with input from the appropriate immediate peer personnel.

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 electronically acknowledged 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 in the prescribed online form 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 Senior Lab Management or a Human Resources representative. 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 Clinical Lab Scientists who are less than 1.0 FTE by seniority, beginning with the most senior.
2. 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 often (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. **Shift Differential**

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

1. **Evening Differential**

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.

**Night Differential**

Clinical Laboratory Scientists who work 50% or more of their shift between 12:00 midnight and 8:00 a.m. will be paid a 20% shift differential in addition to their regular base pay for all hours worked.

2. Clinical Laboratory Scientists who work on Saturday shall receive 10% per hour differential in addition to their regular base pay for all hours worked.
3. Clinical Laboratory Scientists who work on Sunday shall receive 15% per hour differential in addition to their regular base pay for all hours worked.
4. All shift differentials are included with regular straight-time base pay when computing overtime pay.
5. CLSs who work an evening 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.

F. **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. At no time will a CLS be scheduled to work consecutive closing and opening shifts. A CLS may agree to work such schedule upon request.

G. **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 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 a 20% differential for all hours worked and s/he shall be guaranteed a minimum of 4 hours work or pay: if called back during the four (4) hour period, there will be no additional 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 a 20% differential and shall be guaranteed 4 hours work or pay. Any unit member may decline call-back while not on stand-by.

**SECTION 13. HOLIDAYS**

**1. 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

Effective calendar year 2019, the Foundation will provide to CLSs covered by this agreement the same Holidays that the Foundation provides to its non-exempt, unrepresented employees.

**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.

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

**A. Accrual of PTO**

Full Time, Part Time and Short Hour Clinical Laboratory Scientists accrue PTO from their first day of employment based on their actual hours worked including overtime, exclusive of call-back, standby, ESL and missed meal/break penalties. PTO is accrued based on a maximum of eighty (80) hours paid per pay period 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:

<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

Effective the first full pay period in January, 2021:

Accrual Schedule for Full-Time Clinical Laboratory Scientists:

<u>Months of Service</u>	or	<u>Years of Service</u>	<u>Annual Accrual</u>
0-23 months		0-1 year	26 days PTO
24-59 months		2-4 years	31 days PTO
60-119 months		5-9 years	36 days PTO
120 months & over		10+ years	41 days PTO

Part-time and short hour 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, part time and short hour 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 PTO Request 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 workdays per year must be used from anniversary date to anniversary date.

E. **PTO Maximum**

Hours over 328 will be automatically cashed out on the first pay date each December without a 6% penalty, and voluntarily cashed the first pay date in April with a 6% penalty.

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:** Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back periods once per rolling backward 12-month period. Hardship is defined as an **extreme** financial hardship as a result of catastrophic events beyond the employee's control, and the requested funds are necessary to satisfy that financial need. Documentation of circumstances will be required prior to approval. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes

I. **PTO Cash Out:** Eligible employees who have a PTO bank balance of at least eighty (80) hours may be eligible to request a "sell-back" of PTO once per year.

Requested hours will be paid on the first pay date in April of each year. The request must be submitted through the Employee Self Service for final approval and delivery to the Payroll department.

PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate excluding any shift differential. The PTO sell-back amount is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes. PTO sell-back will be distributed via normal payroll distribution

channels.

J. **Donation of PTO to an Employee under Emergency Circumstances**

Employees who have a PTO bank balance are eligible to request a transfer of any amount of accrued PTO hours to another PTO-eligible employee at the same affiliate or legal entity who has experienced an unanticipated Medical Emergency. Employees can contribute hours that will maintain a balance of eighty (80) hours in his/her PTO bank. A Medical Emergency is a medical condition of the employee or a family member of the employee that will require a prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all accrued PTO. The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation.

**SECTION 15. CONVENIENCE TIME OFF (CTO)**

- A. "PAMF 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. CLS's may not request CTO because it is at management's prerogative to offer CTO.
- 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 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, starting with the CLS with the least number of CTO assigned hours.
2. Full-time/part-time CLS volunteers, starting with the CLS with the least number of CTO hours in the previous six (6) months.
3. Short-Hour CLS volunteers, starting with the CLS with the least number of CTO hours in the previous six (6) months.
4. Per-Diem CLS volunteers, starting with the CLS with the least number of CTO hours in the previous six (6) months.
5. Short-Hour CLS(s), starting with the CLS with the least number of CTO hours in the previous six (6) months.
6. Traveler CLS(s)

7. Temporary status CLS(s)
8. Full-time/part-time CLS(s) working within status, starting with the CLS with the least number of CTO hours.
9. Full-time/part-time CLS(s) working under status, starting with the CLS with the least number of CTO hours.

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

## **SECTION 16. BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a full time, par time, or short hour Clinical Laboratory Scientist, he/she shall be entitled to a leave of absence of three (3) days with pay (including shift differential). Immediate family is defined as: spouse, recognized domestic partner (i.e., as defined by the State of California and/or PAMF domestic partner procedural guidelines), sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, In Loco Parentis (individuals for whom the employee is the legal guardian) or other relative as defined below living in the employee's home. For purposes of this section, step relationships are equal to blood and "great-grand" is the same as "grand".

When a death occurs of a relative, employees shall be entitled to paid bereavement leave of one (1) day, including shift differential. Relative is defined as aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. For purposes of this section, step relationships are equal to blood and "great-grand" is the same as "grand"

Bereavement leave days do not need to be taken consecutively but need to be taken within two (2) weeks (14 consecutive calendar days) of either the service (e.g. funeral, internment, cremation, memorial, etc.) or death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The two-week time frame may be extended at the discretion of management as an accommodation including, but not limited to, religious, cultural or geographical reason(s).

PAMF recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off is PTO is not available, where applicable, may be granted to the employee at the discretion of management.

Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours.

Employee who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours. Any bereavement pay the employee receives in-lieu-of PTO hours must be reported to

the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen **not** to integrate PTO hours with disability payments, s/he is not eligible to receive bereavement pay.

## **SECTION 17.                    JURY DUTY**

1. All full-time and part-time employees are eligible for jury duty pay upon hire. Short hour employees will be eligible for jury duty effective the start of the pay period following ratification.
2. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
3. Jury Duty Pay will be paid as base wages including applicable shift differential. Jury Duty hours are not considered hours worked for the purposes of calculating overtime.
4. An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but not later than within three (3) days of its receipt.
5. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Employees who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.
6. If an employee is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, s/he will be released from the schedule and eligible employees will receive Jury Duty Pay not to exceed the employee's regularly scheduled hours.
7. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
8. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for and may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Employee should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the Employee has chosen **not** to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.
9. An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.
10. If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.

## **SECTION 18.**

## **EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT**

### **A. Educational Leave**

Each eligible Clinical Laboratory Scientist may be granted a maximum of five (5) paid educational days per year. Paid education days are prorated based on CLS's FTE. 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, but not to exceed 40 hours per week. The entire yearly allowance may be used for approved home study courses during their non work time. Requests to use educational days must describe the nature of the course, workshop, or program and how it is related to the employee's job.

### **B. Tuition Reimbursement**

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



that are incurred by an employee and are incidental to the taking of an eligible course.

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

## **SECTION 19.**

## **LEAVE OF ABSENCE**

### **Medical Leave, Family Care and Pregnancy Disability Leaves of Absence**

#### **1. General Information**

- a. An employee who must be away from work more than seven (7) consecutive calendar days for a medical reason for the employee or a qualified family member shall apply for a leave of absence.
- b. To request a leave of absence, the employee shall complete the online Request for Leave of Absence.
- c. To the extent permitted by law, FMLA, CFRA, and MLOA shall run concurrently for non-work related injuries/illnesses and FMLA, CFRA, MLOA, and OLOA shall run concurrently for work-related injuries/illnesses. FMLA, CFRA, and PDL shall run concurrently as permitted by law.

#### **2. Notice of Leave**

- a. The employee shall provide his/her supervisor at least thirty (30)-days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
- b. For elective or planned medical procedures where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of planned medical procedure to minimize disruption to operations.
- c. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

#### **3. Request for Leave and Certification**

- a. Requests for leave shall be supported by appropriate certification.
- b. The Disability Department shall provide employees with the applicable certification requirements and forms.
- c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

#### **4. Pay During Leave**

- a. PTO, if available, may be used to supplement other wage replacement benefits to provide income up to approximately 100% of Pre-Disability Gross Earnings based upon FTE status.
- b. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable Elimination Period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, or PDL. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement. If the leave is not covered by FMLA/CFRA, or PDL, the Medical Center requires the use of accrued PTO.

#### **5. Medical Leave of Absence (MLOA)**

- a. An employee's own Serious Health Condition, other than work-related conditions, that

prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.

- b. Full-time, part-time, short-hour, and per diem employees who have completed the Introductory Period are eligible for an MLOA.
- c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
- d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leaves.
- e. Limited term employees are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
- f. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with the federal Americans with Disabilities Act (ADA) and similar state law.
- g. If an employee takes an MLOA, return to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

#### 6. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave

FMLA/CFRA and PDL leaves of absence will be granted in accordance with applicable law. FMLA/CFRA shall be recorded in accordance with the twelve (12) month rolling period measured backward from the first date the employee commences leave under FMRA/CFRA.

#### 7. Intermittent and Reduced Schedule Leave

- a. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
- b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.

#### 8. Reinstatement/Return to Work

- a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Medical Center's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Medical Center shall use its best efforts to return the employee to the same position, unit, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

## 9. Health and Welfare Benefits During Leave

- a. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- c. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.
- d. Where leave is taken for birth or adoption, the employee may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.

## **Occupational Leave of Absence (OLOA)**

### 1. General Information

- a. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness on the job that prevents the employee from performing one or more of the essential functions of his/her job.
- b. Employees are eligible for an OLOA if:
  - i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
  - ii. The employee's claim is open and accepted by the Workers' Compensation TPA;
  - iii. The period of absence is verified by the authorized primary treating provider as work-related;
  - iv. The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under ADA or the Connecting to Work Program.
- c. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
- d. To request an OLOA, the employee shall complete the online Request for Leave of Absence, which can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.
- e. An OLOA may be not be taken on an intermittent or reduced-schedule basis.
- f. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This included reoccurrence(s) within twelve (12) months of the employee's return to work.

### 2. Request for Leave and Certification

- a. Requests for leave shall be supported by appropriate certification.
- b. The Disability Department shall provide employees with the applicable certification

requirements and forms.

- c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

### 3. Reinstatement/Return to Work

- a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Medical Center's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Medical Center shall use its best efforts to return the employee to the same position, unit, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

### 4. Health and Welfare Benefits During Leave

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

### **Personal Leave of Absence (PLOA)**

- 1. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their Anniversary Date are eligible for PLOA. Temporary and Limited Term employees are not eligible for a PLOA.
- 2. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spend incarcerated.
- 3. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off. An employee may be

granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.

4. Accrued PTO must be used while an employee is on PLOA.
5. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online Request for Leave of Absence.
6. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department.
7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) for any full pay period during which an employee has been placed in a PLOA status code. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
  - a. The Medical Center shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
  - b. Retirement benefits shall accrue in accordance with the rules set forth in the Sutter Health Retirement Plan Document, as amended.
  - c. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.
8. Employees returning from an approved PLOA shall be reinstated in the same job classification help prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.
9. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

#### **Transitional/Modified Duty**

The Union and the Medical Center Agree that employees who suffer an industrial or non-industrial injury or illness should be returned to work (even in a transitional role) as soon as medically feasible. The union acknowledges that it may not be possible to accommodate all injured employees in a transitional or modified duty role. If an employee declines an offer of modified work through the Connecting to Work program, the employee understands that he/she will not be eligible to receive Total Temporary Disability or ESL during the balance of the leave.

**SECTION 20.****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 21.****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 22.****GROUP MEDICAL COVERAGE, VISION CARE, AND DENTAL PLAN**

Effective January 1, 2017, PAMF will implement the new Sutter Select EPO and PPO, and Vision and Dental plans.

After implementation of the new plans, 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 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.

**A. Medical**

Palo Alto Medical Foundation's basic Medical Plan shall apply to a new employee on the first day of the month following 30 days of hire.

Effective January 1, 2017, the Foundation shall provide the applicable Employer and Employee dollar contribution requirements under the same terms and conditions to employees represented by the union as the Foundation provides to its non-exempt, unrepresented employees.

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

\*If a legal guardian or domestic partner's child does not qualify as a "tax dependent",

there is imputed income on the portion of the premium attributed to their coverage.

Palo Alto Medical Foundation employees are responsible for paying all Medical Co-payments, co-insurance, and/or deductions.

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 an annual taxable rebate of \$1200, paid out across 26 pay periods.

**B. Vision**

Effective January 1, 2017, the Foundation shall provide the applicable Employer and Employee dollar contribution requirements under the same terms and conditions to employees represented by the union as the Foundation provides to its non-exempt, unrepresented employees.

The Palo Alto Medical Foundation will offer two vision plans.

PAMF's Vision benefits shall apply to a new employee on the first day of the month following 30 days of hire.

**C. Dental**

Effective January 1, 2017, the Foundation shall provide the applicable Employer and Employee dollar contribution requirements under the same terms and conditions to employees represented by the union as the Foundation provides to its non-exempt, unrepresented employees.

The Palo Alto Medical Foundation will offer three dental plans.

PAMF Dental Plan shall apply to a new employee on the first day of the month following 30 days of hire. Employees who qualify for dental benefit coverage but choose not to participate in the health insurance plan will receive an annual taxable rebate of \$130.00 paid out across 26 pay periods.

**SECTION 23. 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 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.

Effective upon implementation of the new Sutter Select EPO and PPO Health Plan Designs, and each calendar year through December 31, 2019- for full time and part time benefited employees, the employer will contribute \$250.00 (two hundred and fifty dollars) annually to a health care flexible spending (health care FSA) account that can be used to reimburse employees for eligible medical expenses. To be eligible for the \$250 employer Health Care FSA contribution, the employee must be enrolled in the health plan at the beginning of each calendar year. The final employer contribution shall be made on January 1, 2019.

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

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

#### **B. Group Life Insurance**

Effective 1/1/2020, eligible employees receive an Employer-paid basic life and accidental death and dismemberment insurance benefit in the amount of \$50,000. Supplemental life insurance for the employee, spouse and/or dependent will be offered to eligible employees. Elected supplemental insurance will be paid for by the Employee.

The Employee must work at least 40 hours per pay period to be eligible for basic and supplemental life insurance. The eligibility waiting period for a new employee is the first day of the month following 30 days of hire.

New and newly eligible employees must complete the enrollment process to purchase supplemental life insurance within 60 days of becoming eligible. Evidence of insurability may be required. If a newly eligible employee does not enroll by the required 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to supplemental life insurance may also be made at open enrollment.

Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

C. **Long-Term Disability**

Effective 1/1/2020, eligible employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of \$50,000 and a maximum benefit period of 5 years. An eligible employee may buy up the long term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of \$10,000 and a maximum benefit period to age 65 (or up to age 70 if the Employee is over age 60). The Employee pays premium for this insurance.

The Employee must work at least 40 hours per pay period to be eligible for core and buy up long term disability insurance. The eligibility waiting period for a new employee is the first day of the month following 30 days of hire.

New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within 60 days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability insurance may also be made at open enrollment.

Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

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

All employees are eligible, including Short-Hour and Per Diem statuses, to participate in the Sutter Health Retirement Income Plan (SHRIP). Employees will be given materials including a summary plan description. Annual employer contributions made to employee accounts based on Years of Service from 5% to 8% of eligible compensation. Employees must complete a Year of Service each calendar year for a contribution. A year of service is a calendar year with at least 1,000 hours.

**Dispute Resolution**

Except as provided herein, the SHRIP Plan Document provides a detailed description of the SHRIP provisions and is the governing document when interpreting plan provisions. While disputes over the interpretation and application of this section may be resolved through the Grievance and Arbitration provisions of this Agreement, any disputes regarding claims for benefits will be handled in accordance with the steps outlined in the SHRIP Plan Document.

**403(b) Retirement Plan**

Full-time, Part-time, Short Hour and Per Diem employees are eligible to participate in the 403(b) Retirement Plan under the terms set forth in the plan document. The Foundation will match fifty percent (50%) of the employees contributions, up to three (3%) of eligible compensation. The Foundation shall have the right unilaterally to modify the parts of this plan that are not specified by this Article or Appendix D of this Agreement, but any such

modification shall not affect the vested benefits, if any, of any employee.

Upon either parties' request, the Union and the Foundation shall agree to meet and confer regarding the effects of changes to the 403(b) Retirement Plan prior to implementation of the changes.

E. **Retiree Medical Programs**

**Early Retiree Medical Access (ERMA)**

The Foundation shall offer the Early Retiree Medical Access (ERMA) program. Full-time, part-time, and limited term employees shall be eligible for the ERMA program. The specifics of the program shall be available to employees and can be obtained, by calling the Sutter Health Employee Line. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically. Affiliate retains the right to amend or modify this program, provided that the Union is given at least 60 days' notice in advance

**Retiree Health Care Account (RHCA)**

The Foundation shall provide a post-retirement health care arrangement for eligible employees as follows: The Retiree Health Care Account Plan ("RHCA Plan") shall be available to all full-time and part-time employees who, at the time of retirement, are at least sixty (60) years of age and have both at least ten (10) years of service (1,000 or more hours of service in each calendar year) and at least five (5) years of continuous service (at least 1,000 hours of service in each calendar year) in a benefited employment status upon meeting the RHCA Plan's eligibility requirements. Eligible employees will receive one thousand dollars (\$1,000) credit for each year of eligible service up to a career maximum of ten thousand dollars (\$10,000). These funds may be used to pay for health insurance premiums prior to age sixty-five (65) or for Medicare Part B and Part D premiums, or Medicare Supplemental plans, after age sixty-five (65), as provided for by the terms of the RHCA Plan. Participation in the RHCA Plan shall be governed by the terms of the plan document. See Summary Plan Description for detailed provisions.

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

G. **Short-term Disability (STD) Salary Continuation Benefits Program**

The purpose of the program is to provide an additional income benefit to complement state and/or federal wage replacement programs for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

1. **Eligibility:** Regular full-time and part-time employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time, part-time, or limited term position, as long as the employee is in an active status with PAMF and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage

replacement programs (i.e. State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy – Short Term Disability Salary Continuation.

2. Benefits provided:

- a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds ( $66\frac{2}{3}$ ) of their normal gross earnings when integrated with state and/or federal wage replacement programs.
- b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.
- c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.

If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Medical Center requires the use of accrued PTO.

- d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of gross pay based upon FTE status. Payroll will automatically integrate PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.

3. Calculation:

- a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
- b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
- c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.

4. Benefit Period: The maximum benefit period is one hundred and eighty (180) calendar days from the date the disability begins.

5. Qualifying Period: Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining benefit period. Once an employee has exhausted all of his or her one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until he or she has returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.
6. Legacy ESL – An employee with remaining ESL may use it in coordination with Short Term Disability after the elimination period.

## **SECTION 24. 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 are available to the CLS:

- 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 'LS' working conditions, or any claim or complaint concerning a 'LS' 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) 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. Filing of Grievance**

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

**B. Step 1 - Referral or Submission to Human Resources**

1. **Review Meeting**

Upon the receipt of the grievance, the local Human Resources Representative will arrange a review meeting within fifteen (15) days with individuals directly involved.

2. **Resolution**

The local Human Resources Representative will provide a written determination of the grievance to the CLS and to the Union within ten (10) days after the review meeting.

3. **Rejection of Determination of Human Resources**

If the Union does not accept the determination of the Human Resources, then within fifteen (15) days of the receipt of the determination, the Union may refer the grievance to mediation. The Union will notify the Employer in writing of its intention to mediate the dispute.

**C. Step 2 - Mediation**

The Union and the Palo Alto Medical Foundation agree to, as soon as possible, schedule a mediation with the Federal Mediation and Conciliation Services. The parties agree to openly discuss their respective positions with a goal of resolving the dispute without progressing to the 3rd step. If an agreement is not reached via mediation, the Union will have fifteen (15) days after the mediation to notify the Employer in writing of its intention to arbitrate the dispute.

**D. Step 3 - 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 25. 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 26. 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 27. SERVICE RECOGNITION**

B. **Additional PTO**

All regular Clinical Laboratory Scientists hired after 1/01/78 will receive two additional weeks of PTO on their 25th 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 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 28.                    JOINT COMMITTEES**

### **A.            LABOR-MANAGEMENT COMMITTEE**

A Clinical Laboratory Scientist (CLS) Labor Management Advisory Committee shall be established.

The Committee will schedule meetings by mutual agreement as necessary to conduct work. At a minimum, meetings shall take place on a quarterly basis. Subject to staffing requirements, 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. All recommendations of the committee shall be by consensus, utilizing an interest based problem solving process.

The objectives of the committee shall be:

1. To recommend ways and means to improve patient care.
2. 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.

## **SECTION 29.                    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.

## Appendix A. Clinical Ladder Requirements

### CLS Clinical Ladder Requirements

1. Current CLS licensure.
2. Minimum 2 years of experience as CLS and 1 year in the bargaining unit before the CLS could be eligible.
3. No active disciplinary actions (written warning or above) in previous 12 months (from the date of review).
4. Annual review must meet rating “meets standards” (strong performer by current definition).
5. Application for new or renewal will take place at the time of the employee’s annual review.
6. Achieves 5 points or more from the criteria below within the year prior to application. Points may be from the same category.
7. Status is maintained by meeting criteria each year.
8. Should the CLS fail to meet criteria for renewal of clinical ladder status he/she will be adjusted to the equivalent step for CLS.

Criteria for Advancement (with assigned points) as verified by immediate supervisor (must include application and supporting documentation).

1. Act as a trainer for minimum 80 hours in a 12 month period. Completes departmental training checklist, answers questions, explains the department procedures/protocols and gives input on Introductory Period evaluations. Team Leads do not qualify for this point as it is part of their job description **1-point**

2. Actively participates on PAMF or laboratory committees and/or task forces or quality teams focused on improving the patient care setting or laboratory services.

12 hours per year=**1 point**

24 hours per year=**2 points and by 12 hours increments thereafter = 1 Point**

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.

3. Develops and completes any of the following projects to improve the laboratory setting:
  - a. special individual project(s)
  - b. revises a current department specific policy
  - c. develops a standardized procedure for use in the laboratory. Any and all projects above must be pre-approved by manager.

12 hours per year=**1-point**

25 hours per year=**2 points and by 12 hour increments thereafter = 1 Point**

4. Preparation and presentation of an in-service at least 20 minutes in length that contributes to the professional growth of the staff. (Could be course material from

seminar or material from individual research). Project must be pre-approved by manager. **1-point**

5. Develops, and implements job aids to be used in laboratory setting. Project must be pre-approved by manager. **1-point**
6. Completes Continuing Education Units (CEUs) in the preceding 12 month period.  
At least 15 CEUs=**1 point**  
At least 30 CEUs=**2 points**  
**Maximum of 2 points from this category per application year.**
7. Has served as a volunteer at PAMF approved community events (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**  
**Maximum of 1 point from this category per application year.**
8. Presents information or in-service to non-laboratory personnel with the goal to improve quality of care as it relates to laboratory services. A minimum of two topics to at least 5 clinical departments in a 12 month period. Project must be pre-approved by manager. **1-point**
9. Partner with clinical departments to ensure completion of quality control and quality assurance documentation. A minimum of five (5) departments quarterly. Must submit completed QA form to lab manager. **1-point**

### **Implementation of Clinical Ladder**

#### **1. Effective Date**

- a. The first round of clinical ladder applications will be submitted during the June, 2017 focal review cycle.
- b. CLS employees that submit a clinical ladder application that is approved will receive clinical ladder pay beginning the pay period following July 1, 2017.

#### **2. Clinical Ladder Application Form**

- a. PAMF will develop the clinical ladder application form with the Union's input.

#### **3. Clinical Ladder Rollout**

- a. During June, 2016 focal review cycle, managers will explain the clinical Ladder program to CLS employees.

## APPENDIX B

<b><u>Sutter Health Retirement Income Plan</u></b> <b><u>Sutter Health 403(b) Match Savings Plan</u></b> <b>Key Plan Features for PAMF</b>		
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
Plan Entry Date	Date of hire.	Date of hire.
Vesting Schedule –	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.
Benefit Formula	Annual employer contributions made to participant accounts based on years of service (includes all eligible years of service): <div style="text-align: center;">             Years   %Pay              0-5      5%              6-10    6%              11-20   7%              21+     8%           </div>	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).
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.
Directs Investments	Employee directs investments	Employee directs investments
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.



### **Side Letter on Seminars and Conferences**

Effective 1/1/20, CLSs covered under this agreement shall have the same access to the Seminars and Conferences policy that the Foundation provides to its management represented employees.

**SECTION 30.**

**TERM OF AGREEMENT**

This Agreement shall be effective as of November 13, 2018 and shall continue in effect through November 13, 2022.

August 28 shall be known as the anniversary date of this Agreement. 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 August 28, 2018, or any anniversary date thereafter, by written notice by the Union or the Foundation to the other, delivered at least ninety (90) days before August 28, 2018, or any anniversary date thereafter. Or, either the Union or the Foundation may deliver to the other, at least ninety (90) days prior to August 28, 2018, 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 August 28, 2018, 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

X   
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Maria Morin  
Human Resources Director 7/23/19

X   
\_\_\_\_\_  
Adolfo Riedel  
Business Representative 8/6/19