



# **AGREEMENT**

**Between**

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

**And**

**ENGINEERS & SCIENTISTS OF CALIFORNIA, LOCAL 20**

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, AFL-CIO & CLC**

**COVERING REGISTERED NURSES**

**December 11, 2020 through December 10, 2023**

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THIS AGREEMENT is entered into this 11<sup>th</sup> day of December, 2020, between PALO ALTO MEDICAL FOUNDATION/PALO ALTO DIVISION, 795 El Camino Real, Palo Alto, California (hereinafter called the “Employer” or “PAMF/PAD” and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE (AFL-CIO & CLC) (hereinafter called the “Union”).

**SECTION 1.**                      **RECOGNITION**

The Employer recognizes the Union as the sole bargaining agent for salaries, hours of work and working conditions for all Registered Nurses employed by the Palo Alto Medical Foundation in the following classifications: Staff RN I, Staff RN II, Staff RN III and RN IV, in the employer's outpatient clinic sites as listed below:

Palo Alto Medical Clinic, Palo Alto (included 85 Encina and the Clark Building and 49 Wells)  
 San Carlos Clinic  
 Fremont Clinic  
 Los Altos Clinic  
 Redwood City Women's Health

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

## SECTION 2. NO DISCRIMINATION

There shall be no discrimination by PAMF/PAD against any Registered Nurse or applicant for position as a Registered Nurse on account of membership in or activity on behalf of the Union, provided that such activity shall not interfere with any Registered Nurse's regular work or with the normal activities of PAMF/PAD. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment on account of sex, race, creed, color, religion, national origin, sexual orientation, age, physical or mental disability, or veteran's status to the extent required by law.

The Employer and the Union agree that all employees, including managers and physicians will treat each other, regardless of position, with dignity, respect, courtesy and trust.

### **SECTION 3.**

### **UNION MEMBERSHIP**

#### **Harmonious Labor-Management Relations**

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

#### **Union Membership and Service Fees**

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

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

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

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

- a) Lobbying or other political activity except as authorized by law;
- b) Payments to affiliates, except for chargeable costs as authorized by law;
- c) Social activities except as authorized by law;
- d) Charitable and philanthropic activities;
- e) Insurance and other benefits programs except as authorized by law; and
- f) Any cost that, by law, cannot be included in an agency shop service fee.

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

Any newly employed Registered Nurse subject to this provision may:

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

Within thirty (30) days after PAMF/PAD hires a new employee, PAMF/PAD will inform the Union in writing of the name, address, and classification of said individual. Said notification shall be in electronic format and forwarded to the Union via email to a representative designated by the Union.

### **Indemnification**

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

## **SECTION 4. COMPENSATION**

### **(A) Basic Hourly Rates**

A. RN I & II classifications will receive the following wage adjustments:

1. ATB equal to 3%, effective the start of the first full pay period following ratification of this agreement.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (7 yr)	Step 8 (10 yr)	Step 9 (15 Yr)	Step 10 (20 yr)	Step 11 (25 yr)
RNI	58.19										
RNII	61.09	63.34	65.61	67.88	70.13	72.43	74.42	76.46	78.57	80.73	82.94

2. ATB equal to 3%, effective the start of the first full pay period following one year after ratification of this agreement.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (7 yr)	Step 8 (10 yr)	Step 9 (15 Yr)	Step 10 (20 yr)	Step 11 (25 yr)
RNI	59.94										
RNII	62.92	65.24	67.58	69.92	72.24	74.60	76.65	78.75	80.93	83.15	85.43

3. ATB equal to 3%, effective the start of the first full pay period following two years after ratification of this agreement.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (7 yr)	Step 8 (10 yr)	Step 9 (15 Yr)	Step 10 (20 yr)	Step 11 (25 yr)
RNI	61.74										
RNII	64.81	67.20	69.61	72.02	74.41	76.84	78.95	81.11	83.36	85.65	87.99

B. RN IV classifications will receive the following wage adjustments:

1. Effective the start of the first full pay period following ratification of this agreement the wage grid will be as follows:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (7 yr)	Step 8 (10 yr)	Step 9 (15 Yr)	Step 10 (20 yr)	Step 11 (25 yr)
RNIV	67.02	68.89	70.83	72.81	75.26	77.67	79.81	81.99	84.26	86.57	88.34

2. A one-time lump sum bonus payment of the employee's base compensation, including all regular hours paid and PTO paid, for the preceding 26 pay periods. Excluded from the base compensation for calculation of the payment is overtime, PTO payout, ESL, standby, callback and other premium pays. The payment will be subject to applicable withholdings and deductions equal to 3%, effective the start of the first full pay period following one year after ratification of this agreement.
3. ATB equal to 3%, effective the start of the first full pay period following two years after ratification of this agreement.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (7 yr)	Step 8 (10 yr)	Step 9 (15 Yr)	Step 10 (20 yr)	Step 11 (25 yr)
RNIV	69.03	70.96	72.96	75.00	77.52	80.00	82.21	84.45	86.79	89.17	90.99

C. RN III Classifications:

The RN III Classification is set at 5% above the RN II classification rate. Where the RN III wages exceed the rate for RN IV classification at the same step, the RN III shall instead be paid at the RN IV wage range in lieu of a 5% differential.

D. Short hour and Per Diem employees:

Short hour and Per Diem rates shall be set at 10% above the corresponding step. Per Diem employees shall advance every two years through steps 1-6, and thereafter shall be progress through steps 7-11 based on tenure requirements, with a minimum of 2 years spent at the prior step, irrespective of tenure. Current Per Diem employees shall be placed at Step 6 when the first ATB is processed.

E. RN Classifications

On the first full pay period that begins 1 year after ratification of this agreement, Fertility and Cardiology shall be added to the RNIV departments in Section 5(G) of the CBA, and RNs working in these units shall be reclassified as RNIV consistent with that section.



The above steps are based upon continuous employment of the Registered Nurse with PAMF/PAD. If a newly hired Registered Nurse is granted experience credit that results in pay for experience exceeding that of any incumbent Registered Nurse who has like experience and who works in the same job classification as the newly hired Registered Nurse, the incumbent Registered Nurse's pay step shall be made equal to that of the new hire, and the incumbent Registered Nurse's anniversary date for purposes of step movement shall be changed to the same date as the new hire.

(B) **Shift Differentials**

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

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

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

Example: A Registered Nurse who works 10:00PM until 6:30AM, with a ½ hour lunch, will be paid an additional 20% for all hours worked.

- Registered Nurses who work on Saturday shall receive a 10% differential in addition to their regular base pay of all hours worked.
- Registered Nurses who work on Sunday shall receive a 15% differential in addition to their regular base pay of all hours worked.
- Registered Nurses who work a PM or night shift on a Saturday or Sunday shall receive both the shift differential for the PM/night shift and the Saturday/Sunday shift differential
- All shift differentials are included with regular straight-time base pay when computing overtime pay.

(C) **Premium Pay Rates**

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

(D) **Success Sharing Bonus**

Registered Nurses represented by the Union are eligible to participate in the Company-wide “success sharing bonus”. The bonus is paid out annually if PAMF/PAD achieves its financial targets as defined by senior leadership. Eligibility criteria are determined annually and will be communicated in advance via email to all staff.

**SECTION 5. REGISTERED NURSE STATUS**

(A) **Hiring Guidelines for All RN Classifications**

**RN II**

- A Registered Nurse with 1-2 years of credited experience as a Registered Nurse will start at Step 1 (RN II).
- A Registered Nurse with greater than two years, but less than four years of credited Registered Nursing experience will start at Step 2 (RN II).
- A Registered Nurse with greater than four years, but less than six years of credited Registered Nursing experience will start at Step 3 (RN II).
- A Registered Nurse with greater than six years, but less than eight years of credited Registered Nursing experience will start at Step 4 (RN II).
- A Registered Nurse with greater than eight years but less than ten years of credited Registered Nursing experience will start at Step 5 (RN II).
- A Registered Nurse with greater than ten years of credited Registered Nursing experience will start at Step 6 (RN II).

**RN IV**

- New Nurses hired into an RN IV Classification will be placed on the RN IV range consistent with the above, except those covered by Section 5 G.

**Urgent Care Center:**

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

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

**Oncology:**

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

**(B) Regular Full-Time Registered Nurses**

A Full-Time Registered Nurse is an RN who works a regular predetermined work schedule of at least sixty (60) hours per pay period (0.75 to 1.0 FTE).

**(C) Regular Part-Time Registered Nurses**

A Part-Time Registered Nurse is an RN who works a regular predetermined work schedule of at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE). , S/he shall have his/her compensation based upon the hourly rates set forth in Section 4(A) for Regular Registered Nurses.

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

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

A Short-Hour Registered Nurse is a RN who works a regular pre-determined work schedule of at least sixteen (16), but less than forty (40) hours per pay period (0.20 to 0.49 FTE). The word “regular” in this definition means a work schedule that consists of a set number of hours that is consistently repeated over a period of time.

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

**(E) On-Call (Per Diem) Registered Nurses**

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

- (a) On an intermittent, as-needed basis, or;

(b) On a pre-arranged short term assignment, not to exceed six months

On-call Registered Nurses do not have a regular schedule but must be available on short notice to cover a position. On-call Registered Nurses will be available 16 hours in a four (4)-week period with a least 50% availability for a Saturday or Sunday if the assigned department is open weekends; and be available to cover one (1) of the regular holidays and one (1) of the three major holidays (Thanksgiving, Christmas, New Year's Day) per year if the on-call Nurse's assigned department is open on these holidays.

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

**(F) Limited Term Employee**

An employee hired for an anticipated term of employment of six or more months but less than one year in a Full- or Part-Time position. Limited term assignments may be extended beyond one year by approval of the Operating Unit Human Resources Vice President.

**(G) Temporary Employee**

An employee hired for an anticipated term of employment of less than six months in a Full- or Part-Time position.

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

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

**(I) Acting Supervisors**

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

**(J) RN IV Requirements**

Registered Nurses who work in Urgent Care, Pediatric Urgent Care, Fremont SurgiCenter, Medical Oncology, Infusion Centers and Radiation Oncology shall be paid at the rates contained in the RN IV salary range, with the following exceptions:

<b>CLASSIFICATION</b>	<b>STEP</b>	<b>YEARS OF SERVICE AND/OR CREDITED EXPERIENCE</b>
RN I	1	Less than 12 months
RN II	1	More than 12 months, but less than 24 months
RN IV	1	More than 24 months

**The above placement will only apply if the RN is considered a “new graduate”, meaning they have less than one (1) year of credited experience. Nurses classified as RN II or RN III based on their credited experience and/or years of service at PAMF/PAD will move to RN IV status immediately upon being employed in any of the departments employing RN IVs.**

**If the RN IV transfers to a department where the RN IV classification does not exist, the Nurse will be reclassified on their years of credited experience and/or years of service.**

**(K) New Hire and Rehire**

Each new Registered Nurse and those Registered Nurses previously employed by PAMF/PAD and rehired outside one (1) year of leaving the organization, is employed for an introductory period. During this time, a Registered Nurse will have no seniority. Upon satisfactory completion of his/her introductory period, the Registered Nurse's seniority date will be established as defined in Section 9.

The introductory period is as follows:

- A. All newly hired and/or those Nurses rehired after a lapse of one year or more of leaving PAMF, shall have an Introductory Period of three (3) months.
- B. Registered Nurses covered by this agreement at the time of their departure from PAMF/PAD and are rehired into a staff nursing position within one (1) year of leaving PAMF/PAD shall be placed into a three (3) month Introductory Period.
- C. The Union will be notified if the Registered Nurse does not successfully complete the new introductory period. This period may be extended for an additional three (3) months for just cause with a Performance Improvement Plan initiated, or s/he may be subject to termination of employment.

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

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

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

**(L) Reinstatement and Transfer**

A Registered Nurse who is reinstated within one (1) year of leaving PAMF/PAD, or transfers to a different department must complete a new three (3) month introductory period. This period will be without a loss of benefits or seniority as defined in Sections 9 and 17 of this Agreement. All disciplinary action and/or dismissal will be for just cause only; and the Registered Nurse will have recourse to the grievance procedure. If the Registered Nurse fails to successfully complete the new introductory period, the Registered Nurse is subject to one (1) of the following actions:

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

**SECTION 6. HOURS OF WORK AND OVERTIME**

**(A) Straight-Time Workweek**

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

**(B) Straight-Time Workday**

The straight-time workday shall not exceed eight (8) hours per day within a period of not more than nine (9) consecutive hours. Each Registered Nurse who works an eight (8) hour shift shall receive a lunch period of either one-half hour or one hour as determined PAMF/PAD. A Registered Nurse's lunch period shall not exceed one hour. PAMF/PAD will use its best efforts to release Registered Nurses promptly for their designated lunch periods. PAMF/PAD will pay for Registered Nurses to attend departmental staff meetings, and time spent in these meetings will be included in computing overtime and meal period penalties.

**(C) Days Off**

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

**(D) Overtime Compensation**

A Registered Nurse shall be compensated for all work in excess of eight (8) hours per day or forty (40) hours per work at the rate of one and one-half (1-1/2) times his/her basic straight-time hourly rate, unless the Registered Nurse has agreed to an Alternate Work Schedule (See Section 6(E)).

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

**(E) Alternate Work Schedules**

PAMF/PAD management may choose to offer schedules consisting of shifts of more than eight (8) hours, but not more than ten (10), to defined work units. Said work units may or may not include employees in the RN job classification. These schedules are known as Alternate Work Schedules (AWS).

An AWS is an agreement between an RN and management in which the Nurse agrees to waive his/her rights to overtime compensation for hours worked over eight (8) in a day in exchange for working a compressed work week. Management has the right to assign the days/hours worked.

In the event a Nurse who is part of a work unit compromised of AWS determines that he/she is unable to work the defined schedule, he/she may request an accommodation without penalty.

PAMF/PAD complies with California labor law with regards to the disclosure, approval and implementation process of AWS agreements.

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

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

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

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

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

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

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

**Call-back when not on Stand-by** Registered Nurses called to work even though not on “stand-by” with less than 12 hours notice, shall also be paid a 20% differential in addition to their regular base rate and any shift premium that applies, for all hours worked (beginning when the Registered Nurse reports to work). S/he shall be guaranteed a minimum of 4 hours pay. Any Registered Nurse may decline call-back while not on stand-by. This provision does not apply to Registered Nurses on “on-call” status.

**(G) Weekend Work**

Registered Nurses assigned to work in departments that are open on Saturday/Sunday, will be available to work every other weekend. A weekend may include either Saturday, Sunday or both depending on operational need. Full-time and Part-time Registered Nurses less than 1.0 FTE, who work a weekend shift (except those granted as additional hours), will be given another day off (or two if they work both Saturday and Sunday) during the week, so that their hours do not exceed their regular status.

CTO procedures may be implemented to ensure proper staffing levels.



**(H) Schedules & Changes to Schedules**

Registered Nurses will be given a fixed schedule that defines the days of the week and start times and end times for their position, including rotation of weekend where applicable.

If a Registered Nurse's regular schedule must be changed due to staffing shortages, changes must be mutually agreed upon by the Registered Nurse and his/her supervisor.

If a Registered Nurse's fixed schedule is to be changed due to operational needs, consideration will be given to the affected Registered Nurse(s). Management will attempt to cause the least disruption to the impacted Registered Nurse(s). PAMF will provide 30 days' notice to the impacted RN(s). When possible, management will seek Registered Nurses within the department who are willing to change their schedule on a voluntary basis. If the scheduled changes cannot be achieved on a voluntary basis the scheduled changes will be made in a manner that affects the least senior Registered Nurse(s) in the department first.

**SECTION 7. HOLIDAYS**

**(A) Recognized Holidays**

Premium pay will be paid on the following recognized holidays through the end of 2021:

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

Effective calendar year 2022, premium pay will be paid on the following recognized holidays:

President's Day  
Martin Luther King Jr's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

Any additional holidays granted to PAMF/PAD employees, will not be withheld from Registered Nurses by reason of this agreement.

**(B) Holidays Worked**

In the event a Registered Nurse is required to work on any of the recognized holidays, he/she shall receive time and one-half (1-1/2) for all hours worked on said holiday.

The Registered Nurse will be available to work one of the three major holidays: Thanksgiving, Christmas Day, or New Year's Day, and be available to cover one of the other recognized holidays per year if the assigned department is open.

**SECTION 8. PAID TIME OFF (PTO)/ SHORT TERM DISABILITY (STD)**

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

- a. Full-time, part-time, short hour, and limited term employees are eligible to accrue PTO.
- b. Eligible Registered Nurses accrue PTO from the first day an eligible employee moves into an eligible status, based on all hours paid including overtime , exclusive of call-back guarantee, standby, ESL and missed meal/break premiums.
- c. PTO accrual rate is determined by the eligible employee's PTO-eligible years of service, as shown by the adjusted hire date in the Human Resources Information System.
- d. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their time card reflects low census hours.
- e. PTO pay includes the employee's base hourly rate and applicable shift differential, if any.
- f. PTO hours accrued in excess of three hundred and twenty-eight (328) hours will be subject to mandatory payout as outlined below.
- g. PTO hours are to be used for requested time off and for time off on recognized holidays, except as otherwise required by law or policy.

**(B) Accrual of PTO**

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

Effective the first full pay period in July, 2022:

Months of Service	or	Years of Service	Annual Accrual
0-11 months		Less than 1 year	26 days PTO
12-47 months		1st through end of 3rd year	31 days PTO
48-107 months		4th through end of 8th year	36 days PTO
108th month and beyond		9th year and above	41 days PTO

Full-time, part-time, short hour, and limited term 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 a 40 hr straight-time workweek.

**(C) PTO Eligibility**

All regular full-time, part-time, short hour, and limited term employees are eligible to utilize accrued PTO.

**(D) The Use of PTO**

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

Individual vacation requests are granted based on first in, first granted, with seniority in the bargaining unit being the tie breaker and with consideration for time taken the prior year during periods considered highly desirable (e.g., those surrounding or including recognized holidays). The Registered Nurse must receive an answer from the immediate supervisor/manager regarding approval or denial of the vacation request within two weeks of making the request. Vacation requests shall not be unreasonably denied. Once a vacation has been approved, management may not rescind it. The Registered Nurse must have enough PTO accrued at the time a requested vacation is to be taken.

Employees may begin to request, schedule, and use accrued PTO hours immediately upon accrual. There is no waiting period. Employees may receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.

During the first four (4) months of employment, newly-hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.

Supervisors may in advance, at their discretion, approve unpaid scheduled time off for non-exempt employees not to exceed sixteen (16) hours for 8-hour, twenty (20) hours for 10-hour, and twenty-four (24) hours for 12-hour employees per calendar year. Employees must submit their request for unpaid time off at least 48 hours prior to the scheduled shift for which they are requesting to take unpaid time off.

Accrued PTO may be used at a rate not to exceed the employee's FTE status each pay period as shown in the Human Resources Information System, except in cases when the employee had used PTO for a scheduled workday and then was asked to work additional hours or shifts.

**(E) PTO Minimum Utilization**

A minimum of five (5) non-holiday workdays per year must be used.

**(F) PTO Maximum**

Hours over 328 will be automatically cashed out on the first pay date each December without a 6% penalty. Voluntary cash out of PTO can be elected for the first pay date in April with a 6% penalty.

**(G) Payment Upon Termination**

Any accrued, unused PTO hours will be paid out upon termination of employment. If termination is the result of Inter-Affiliate Employment, refer to the Inter-Affiliate Employment Policy.

Accrued PTO may not be used for an employee's last day of employment, unless applicable law provides otherwise. Employees must work their last day of employment. Inter-Affiliate transfers may use up to one week (40 hours) of accrued PTO to bridge their last day of actual work at the departing affiliate and the first day of employment at the hiring affiliate.

**A. Mandatory PTO Payout**

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

**B. Voluntary PTO Sell-Back**

1. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a "sell-back" of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.
2. Requested "sell-back" hours will be paid on the first pay date in April of each year.
3. The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a

balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.

4. PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential. To ensure compliance with federal tax law, this amount will be subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

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

6. PTO sell-back will be distributed via normal payroll distribution channels.

C. PTO Payment due to Hardship

1. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer's PTO policy. The definition of hardship in the policy may be modified as required by law and is not subject to bargaining.
2. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.
3. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.
4. Documentation substantiating the hardship will be required prior to approval.
5. Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.
6. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

D. Donation of PTO to an Employee under Medical Emergency Circumstances

1. Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law and is not subject to bargaining.
2. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency.

Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.

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

#### E. Use of PTO During Leave of Absence

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

#### **H. 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.

A. Eligibility: Regular Full-time, Part-Time, and Limited Term 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.

B. Benefits provided:

1. 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.
2. 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.
3. 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.
4. If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Medical Center requires the use of accrued PTO.
5. 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.

C. Calculation:

1. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
2. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
3. 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..

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

E. 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.

F. Legacy ESL – An employee with remaining ESL may use it in coordination with Short Term Disability after the elimination period.

G. 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 or modified role) as soon as medically and operationally feasible. 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 integrate Short Term Disability during the balance of the leave.

**I. PAMF/PAD Convenience Time Off**

A. Definition

PAMF/PAD “Convenience Time Off” is defined as a day and/or part of a day without pay and without loss of benefits and/or seniority. Convenience Time Off (CTO) is not pre-scheduled time off.



- B. The length of CTO will be declared at the time that the CTO is issued.
- C. Once a CTO is accepted by the RN, he/she will not be required to be available for work.
- D. The RN will not be required to use PTO to cover voluntary CTO.
- E. When staffing requirements at PAMF/PAD show that one (1) or more RNs within a service, department or cost center are not required to report to work, the Clinical Manager may grant CTO to the RN(s) scheduled to work.

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

1. Volunteers will first be sought. If two or more RNs volunteer, then seniority shall be used as a tiebreaker.
2. Where there are no volunteers the following process shall be used:
  - a. RNs working Overtime or other premium pay
  - b. RNs working additional straight-time hours above their FTE
  - c. On-Call (Per Diem) RNs
  - d. Short Hour RNs, by inverse CTO percentages
  - e. Full-time and Part-time RNs – by inverse CTO percentages.

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

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

## **SECTION 9. SENIORITY**

Seniority shall be defined as a Registered Nurse's length of service with PAMF/PAD, within the bargaining unit. Seniority is a factor in the process for layoff and recall, job bidding, and other policies as specified in this agreement. Seniority shall be used as a tiebreaker for the approval of extra hours, overtime, educational leave, PTO vacation, and other time off. A Registered Nurse's seniority is measured by their date of entry into bargaining unit. In the event of a tie, seniority will be calculated by totaling the number of productive hours paid (excluding overtime, and non-productive time such as PTO, ESL, Jury duty, etc.) to the Registered Nurse by PAMF/PAD since 2007 while the RN is part of the bargaining unit. Seniority shall be calculated with the following groups in the order listed:

1. Registered Nurses with standard hours of 20 or more per week;
2. Short-hour Registered Nurses employed for less than 20 hours a week
3. On call Registered Nurses for whom seniority shall be a total number of hours worked.

## SECTION 10.

### LAYOFF AND RECALL

The employer will provide the Union with written notice of its decision to layoff Registered Nurses. The Employer will provide the Union a minimum of sixty (60) days written notice of its decision to layoff Registered Nurses. The Union and the Employer shall meet to discuss the effects of the Employer's layoff decision on bargaining unit employees.

In the event of a layoff or reduction of regular hours, the Employer shall first request volunteers. If not enough Registered Nurses volunteer, then the following order shall be used to select the impacted Registered Nurses:

1. Registered Nurses with documented history of serious performance problems (i.e., written or final written warning) within the last twelve (12) months, within the work group affected.
2. Registered Nurses with the least seniority within an FTE defined work group (see groups in section 9), provided the remaining Registered Nurses are qualified to perform the available work after an appropriate retraining period. The retraining period shall be up to 160 hours in length.
3. Each eliminated Registered Nurse in a work group shall have the option to fill a Registered Nurse vacancy within the organization, provided s/he is qualified to do the work with the appropriate retraining period. Any Registered Nurse displaced in the procedure shall have the return rights described below.

Registered Nurses who are laid off (except those with a documented history of serious performance problems in the last twelve (12) months) shall be returned to work in order of seniority. Laid off Registered Nurses shall retain seniority until a) They have been placed in a relatively equal position; b) They have refused a position with the same hours, classification, and shift; or c) One year has elapsed from the date of layoff. All on-call float pool hours shall be offered first to laid-off Registered Nurses, provided they are qualified for the available work.

<b>Group I</b> <i>(note: some content in this section is missing; scanned copy is illegible)</i>	<b>Group II</b> <i>(note: some content in this section is missing; scanned copy is illegible)</i>	<b>Group III</b> <i>(note: some content in this section is missing; scanned copy is illegible)</i>
Allergy	Anticoagulation Clinic	Infusion
Breast Health	Cardiology	Medical Oncology
Dermatology	REF	Pediatric Urgent Care
Employee Health	Travel Medicine	Radiation Oncology
Endocrinology		Urgent Care
Encina Practice		

ENT  
Family Medicine  
Floats  
Gastroenterology  
General Surgery  
Internal Medicine  
Nephrology  
Neurology  
Neuro Surgery  
OB/Gyn  
Ophthalmology  
Orthopedics  
Pediatrics  
Psychiatry  
Plastic Surgery  
Podiatry  
Pulmonology  
Rheumatology  
Sports Medicine  
Urology

## **SECTION 11.**

## **PERFORMANCE REVIEW**

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

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

## **SECTION 12.**

### **JOB VACANCIES AND JOB POSTINGS**

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

It shall be the policy of PAMF/PAD to give first priority to PAMF/PAD Registered Nurses for filling of lateral vacancies and promotional positions covered by this Agreement. When qualifications are approximately equal, seniority shall be the deciding factor in who is selected to fill the position. The determination of who shall fill the job vacancy shall be at the determination of PAMF/PAD Administration based on the above criteria.

## **SECTION 13.**

### **BEREAVEMENT LEAVE**

1. All full-time, part-time, and limited term employees are eligible for bereavement leave. Short hour employees will be eligible for bereavement leave effective the start of the pay period following ratification.
2. Employees who experience the death of a Family member or Relative and intend to request bereavement leave must notify their supervisor as soon as possible of their need for bereavement leave pay and time off. Management may request verification of death and/or relationship to the deceased.
3. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay, including applicable shift differentials.
  - a. Family member shall include the following: spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other relative as defined below living in the employee's home. Step relationships are equal to blood relations and "great-grand" the same as "grand."
4. In the event of the death of a Relative, Employees may receive a maximum of one (1) day of bereavement leave, including applicable shift differentials.
  - a. Relative shall include the following: aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. Step relationships are equal to blood relations and "great-grand" the same as "grand."
5. 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 due including, but not limited to, religious, cultural or geographical reason(s).

6. The Medical Foundation recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted to the employee at the discretion of management.

7. 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.

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

#### **SECTION 14.**

#### **JURY DUTY PAY**

1. All full-time, part-time, and limited term 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 purpose of calculating overtime.
4. An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but no 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. Employees 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 15. LEAVE OF ABSENCE**

Leaves of absences, other than those explicitly included in this agreement, will be executed in accordance with Human Resources policies, which will be reviewed by the RN LMAC prior to any changes.

A leave of absence (LOA) is an approved period of time where unusual or unavoidable circumstances require prolonged absence for greater than 7 working days. To request a leave of

absence, the employee must complete a Request for Leave of Absence Form online. The online Request for Leave Form shall be submitted to the Integrated and Absence Management Department. When required, employees shall provide appropriate verification for final approval.

**(A) MILITARY LEAVE OF ABSENCE**

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

**Compensation**

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

**Insurance**

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

**Service**

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

**(B) DOMESTIC VIOLENCE LEAVE**

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

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

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

## **Service**

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

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

### **1. General Information**

- a. An employee who must be away from work for more than seven (7) consecutive calendar days due to 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 MyLeave Request accessed at MySutter Connection or by calling the Sutter Health Employee Line.
- c. To the extent permitted by law, leaves provided by the collective bargaining agreement, and/or federal, state, and/or local law will run concurrent.

### **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 procedures 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 medical certification.
- b. The Disability Department shall provide employees with the applicable certification requirements and forms.
- c. Employees may be required to submit re-certifications for extension requests beyond the approved certification.



4. Medical Leave of Absence (MLOA)

- a. An employee's own Serious Health Condition 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 three (3) months of employment based on their hire date or adjusted hire date in the Human Resources Information System (HRIS), whichever is earlier, 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, including leaves provided this collective bargaining agreement, and federal, state, and local laws.
- d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrent with regulatory leave(s) allowing for intermittent use.
- e. Limited term employees who have completed three months of employment based on their date of hire or adjusted date of hire in the HRIS, whichever is earlier, 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 disability regulations.
- g. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

5. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave (PDL)

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 FMLA/CFRA.

6. Intermittent and Reduced Schedule Leave

- a. An employee does not need to use leave under FMLA/state specific leave(s), e.g., 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.

7. 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 Foundation'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 Foundation 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.

8. 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 provided for an employee who has sustained a work-related injury/illness that prevents the employee from performing one or more of the essential functions of his/her job. It is provided to an employee at the direction of the employee's authorized primary treating provider following an occupational illness or injury.
- 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;
  - ii. The employee's claim is open and accepted by the covering Workers' Compensation carrier;
  - iii. The period of absence is verified by the authorized primary treating provider as work-related;
  - iv. The employee has been released to return to work with temporary restrictions and/or limitations for the injury/illness in question, and the employee cannot be accommodated under any disability regulation or the Connecting to Work Program.
- c. During the period of time that the claim is being considered, an OLOA will be initially granted to the employee and the absence will tentatively fall within the scope of this article, subject to all other eligibility requirements.
- d. An employee who must be away from work for more than three (3) consecutive calendar days due to 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.
- e. To request an OLOA, the employee shall complete the online MyLeave Request, accessed at MySutter Connection or call the Sutter Health Employee Line
- f. An OLOA may not be taken on an intermittent or reduced-schedule basis.
- g. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
- h. An employee is not eligible for an OLOA under this policy if the employee is declared to have reached Maximum Medical Improvement (MMI) and is unable to return to their position, with or without reasonable accommodation.
- i. If an employee is not eligible for an OLOA under this article or if any employee has exhausted his/her OLOA, a leave may be provided as a reasonable accommodation in accordance with disability regulations.

## 2. Request for Leave and Certification

- a. Requests for leave shall be supported by appropriate medical documentation/certification.
- b. Failure to provide appropriate medical documentation may result in delay or denial of leave until medical documentation is provided.
- c. Employees are required to submit continued medical documentation regarding ability to work.

## 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 Foundation's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave 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 shall provide medical documentation/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 earliest hire date with Sutter Health 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 federal, state, or local leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent 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 MyLeave Request accessed at MySutter Connection or call the Sutter Health Employee line.
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. If the position at issue must be filled on a long term basis because temporary help is not possible or feasible, then the PLOA shall not be approved.
7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) during an approved PLOA. The responsibility for the full premium amount occurs the first full pay period missed from work following the first of the month after the start of the PLOA. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
  - a. The Foundation 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. 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 held 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.

### **Pay During Leaves**

1. Leaves of absences are unpaid, however, employees may be eligible for wage replacement benefits (e.g. PTO), if applicable.
2. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), employees are required to use accrued and available PTO during leave. PTO, if elected or required for use, is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
3. Employees can elect (unless PTO use is required) whether to use accrued PTO to cover any applicable elimination period, and to integrate PTO with other wage replacement benefits. If the employee does not affirmatively decline using PTO or if PTO usage is required, PTO will be integrated with all applicable forms of wage replacement.

### **SECTION 16. REST PERIODS**

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

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

#### **(A) General**

Palo Alto Medical Foundation/Palo Alto Division shall have the right to alter the carrier of any of the plans enumerated in this Section provided the benefits are not substantially altered. Thirty days prior to the announcement of change in carrier, PAMF/PAD shall notify the Union of any such proposed changes and receive the Union's input and suggestions concerning the change in carrier.

#### **(B) Medical Coverage**

Effective January 1, 2017, implement the new Sutter Select EPO Plus and PPO health plan, dental plan and vision plan design.

The Employer shall provide the applicable Employer and Employee health plan premium dollar contribution requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

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

Medical services are available to all eligible employees, their spouse or domestic partner, and all adult 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 child of domestic partner if the domestic partner is currently enrolled\*, under age 19, 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 attributable to their coverage.

Palo Alto Medical Foundation/Palo Alto Division 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.

### **Flexible Spending Accounts**

Palo Alto Medical Foundation shall offer two flexible spending accounts, one for health care expenses and one for dependent care. 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.

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

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

**(C) Early Retiree Medical Access (ERMA) program**

ERMA provides eligible employees access to medical coverage at the time of retirement. The program provides access to the same medical insurance plans offered to active employees, the retiree pays 100% of the cost of PAMF/PAD's premium. The program does not include coverage for dental and vision; dental and vision may be continued through COBRA.

Eligibility is as follows:

- The Nurse must be between the ages of 60 and 64 at the time of retirement
- The Nurse must have at least 10 years of service in the Sutter Health network (determined by adjusted hire date)
- The Nurse is enrolled in a PAMF/PAD-sponsored medical plan on the day of retirement
- The Nurse has been enrolled in a PAMF/PAD-sponsored medical plan for at least three calendar years prior to retirement
- The Nurse does not choose COBRA continuation of active medical coverage at retirement.

The Nurse may also continue coverage for eligible dependents including spouse, domestic partner and eligible children up to age 26, IF the aforementioned dependents have been covered under any PAMF/PAD-sponsored medical plan for the previous 3 calendar years prior to the Nurse's retirement.

Coverage for the retiree stops at age 65, dependent coverage ends when the retiree reaches age 65; dependents will then have options under COBRA.

**(D) Dental Plan**

PAMF/PAD's Dental Plan shall apply to a new employee on the first day of the month following 30 days of service. Employees who qualify for dental benefit coverage but choose not to participate in the dental insurance plan will receive an annual taxable rebate of \$130, paid out across 26 pay periods. Effective upon implementation of the new dental plan, the Employer shall provide the applicable Employer and Employee dental plan premium dollar contribution requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

**(E) Effective 1/1/2022**

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.

**(F) Long Term Disability**

1. 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 \$5,000 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.

2. 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.

3. 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.

**(E)** 4. 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. **Vision Care Benefits**

PAMF's Vision plan shall apply to a new employee on the first day of the month following 30 days of service. Effective upon implementation of the new vision plan, the Employer shall provide the applicable Employer and Employee vision plan premium dollar contribution

requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

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

A short-hour Registered Nurse with one (1) year of uninterrupted employment who is regularly scheduled to work more than four hours but less than 20 hours per week, as noted in the PAMF/PAD payroll system, shall be eligible to participate in the medical, dental, and vision plans sponsored by PAMF/PAD (or in which PAMF/PAD participates), but the employee must pay the full cost of the premiums for coverage under these plans, at a rate not to exceed what PAMF/PAD pays for such coverage on a group basis. These employees must comply with the terms of applicable employee benefit plans, except as provided here. Short-hour Nurses meeting the previously stated employment requirements will have the following opportunities to apply for coverage:

- Upon the Nurse's one (1) year anniversary, but no later than 30 days thereafter
- A qualifying event (e.g., loss of coverage – verification required)
- Annual Open Enrollment Period

It will be the Nurse's responsibility to contact the Benefits Department to request enrollment.

**SECTION 18. RETIREMENT PLAN**

**A. 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.

**B. 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.

C. Retirement Plan

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.

D. 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.

E. 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 X of this Agreement. , Moreover, under no circumstances shall such a modification affect the vested benefits, if any, of any employee.

After written notice to the Union of allowed changes, the Union and the Foundation shall agree to meet and confer regarding allowed changes as limited and noted above, to the 403(b) Retirement Plan prior to implementation of the changes.

**SECTION 19. MALPRACTICE INSURANCE**

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

## **SECTION 20.**

### **FLEXIBLE SPENDING ACCOUNTS**

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

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

## **SECTION 21.**

### **Education Leave and Tuition Reimbursement**

#### **Education Leave**

##### **Eligibility**

Full-time and Part-time RNs, who have completed introductory period, are eligible for up to 40 hours of Education Leave, pro-rated based on FTE. Education Leave will be pro-rated for the first year of employment based on date of hire (see Accrual section below).

##### **Payment**

Unused hours will not be accumulated, carried over from one year to the next, and not be paid out on transfer, promotion, or termination.

Payment for Education Leave will include applicable shift differentials, and will not be considered hours worked for the purposes of overtime.

##### **Accrual**

Hours will be populated effective the 2nd full pay period in January of each year. Hours for employees hired, or newly benefited, after the 2nd full pay period in January will be populated effective the 1st full pay period in June, at one-half of the employee's yearly accrual amount. Employees hired or newly benefited after the 1st full pay period in June are eligible the following year.

## Eligible Courses/Use of Ed Leave

Courses must be related to the employee's present position. Hours cannot be used to extend PTO or for mandatory education.

## Approval Process

Hours must be approved and scheduled in advance. Hours must be requested in writing at least 2 weeks before posting of the schedule. Requests must describe the nature of the course, workshop, or program, and how it relates to the employee's job. Education leave cannot be approved or used after an employee submits his/her resignation.

## Usage Guidelines

Courses must be a minimum of 4 hours in length, or 4 CEU (where applicable), to qualify as an educational leave paid day. Home study courses will be paid at one hour per hour of program duration, or one hour per CEU (where applicable), and can be used up to the full amount accrued. No fees, tuition, travel expenses, meals, or lodging expenses will be provided under this policy. Employees can use Education Leave (if hours qualify) along with Tuition Reimbursement or Reimbursement for Seminars and Conferences. Employees who take time off from work for approved educational courses must use Education Leave hours, up to their regularly scheduled hours.

Paid education leave is deducted from hours available in an employee's bank for the year in which the hours are paid. Education Leave hours not paid on or before the final day of a calendar year will be deducted from the following year's education leave bucket. Verification of course completion for education leave payment will be accepted for up to 4 weeks after the course.

## Tuition Reimbursement

All full-time and part-time employees who have successfully completed their introductory period are eligible for Tuition Reimbursement.

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.

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.

Excluded from tuition reimbursement are seminars, conferences, and workshop. Course work or other education involving sports, games, or hobbies are also not eligible for reimbursement under this policy, unless that course work or education is related to the affiliate's business or required as part of the employee's degree program. It is not the intent of this benefit to provide or guarantee accumulation of continuing education credit. Course work must not conflict with the employee's work schedule, including overtime and standby requirements, if any (unless otherwise approved by an employee's supervisor).

Covered expenses include tuition fees, lab fees, registration fees, and costs of required books. Covered expenses shall not include the costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies and materials, expenses for uniforms, expenses for books that are not required by the course syllabus, expenses for graphing calculators, laptop or other computers, printers, any other specialized equipment, mail-in registration fees, fees for non-residents that have not been previously approved by the Employer, any other special or non-recurring fee, costs for meals, or costs for lodging that are incurred by an employee and are incidental to the taking of an eligible course.

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.

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 copy of the approved Tuition Reimbursement request form;

A canceled check or official receipt of payment made for tuition, allowable fees and receipts for books;

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

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).

#### Seminars and Conferences

RNs covered under this agreement shall have the same access to the Seminars and Conferences policy that the Foundation provides to its management represented employees.

(A)

## **SECTION 22. GRIEVANCE PROCEDURE**

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

### **(A) Informal Conflict Resolution**

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

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

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

**(B) Grievance**

**A. Definitions**

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

**B. Terms of Grievance**

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

**C. Timeliness**

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

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

**D. Adherence to Time Limits**

1. The Employer and the Union agree that grievances should be raised, and settled promptly.
2. Failure of the Grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
3. Failure of the Employer to act within any time limit delineated will entitle the Registered Nurse to proceed to the next step.



4. PAMF/PAD will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.

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

E. Right to Representation

1. The Registered Nurse will have the right to a Union representative

(a) The Registered Nurse may be assisted or represented by the Union representative at any step of the grievance procedure.

(b) Attendance of the Registered Nurse at any meeting/hearing may be required.

F. Time Off for Hearings

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

(C) Grievance Procedure

A. 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 RN 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.

**(D) No Stoppages**

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

**SECTION 23. NURSING CLINICAL PRACTICE COUNCIL**

PAMF/PAD shall recognize a Nursing Clinical Practice Council (CPC) that consists of Registered Nurses, Licensed Vocational Nurses, and Medical Assistants, which may meet regularly (not to exceed once per month) with management representatives on Employer time. The purpose of the council is as follows:

- (a) To establish standards of nursing practice throughout the organization by developing and maintaining consistent, high quality, evidence-based patient care procedures.
- (b) To recommend new and revised procedures for approval to the Nursing Quality Assurance (NQA) committee.
- (c) To provide an opportunity for nursing staff members to participate in nursing governance.
- (d) To provide an opportunity for nursing staff members to develop leadership skills.

A Registered Nurse serving on the Nursing Clinical Practice Council or a special CPC sponsored subcommittee or taskforce shall be compensated for his/her hours spent on a special project outside his/her regular working hours provided said hours are not over forty (40) hours for the work week.

**SECTION 24. LABOR-MANAGEMENT ADVISORY COMMITTEE**

A Registered Nurse Labor Management Advisory Committee shall be established. The RN LMAC shall act as an advisory body to the PAMF/PAD Clinical Administration. PAMF/PAD

will duly consider such recommendations as made by the RN LMAC and respond within thirty days.

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

The objectives of the RN LMAC shall be:

- (a) To serve as an oversight body for Registered Nursing activities at PAMF/PAD
- (b) To recommend ways and means to improve patient care
- (c) The committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern

## **SECTION 25. REGISTERED NURSES NEGOTIATING COMMITTEE**

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

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

## **SECTION 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 Registered Nurses subject to this Agreement; that so long as PAMF/PAD meets these minimum terms it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the employment of Registered Nurses under terms more favorable to them, this is to be a matter of individual arrangement between PAMF/PAD and such individual Registered Nurses and any such arrangements may be established, continued, terminated or changed at any time without relation to this Agreement.

**SECTION 27.****MANAGEMENT FUNCTIONS**

It is mutually agreed between the Union and PAMF/PAD that it is the duty and the right of the Employer to manage itself and direct its operations and its employees, and the Employer reserves all of its rights, power and authority in connection therewith, which include, 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 28.****SERVICE RECOGNITION**

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

- (A) Additional PTO: All Registered Nurses who have completed 25 years of service are eligible to receive two (2) additional weeks of PTO (pro-rated based on standard hours) on their anniversary date.
- (B) Service Awards: Registered Nurses receive special service pins at 5 years, 10 years, 15 years, 20 years and 25 years of service. At 30, 35, 40 and 45 years of service, nurses receive specially ordered gifts in recognition of significant continuous service.

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

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

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

**SECTION 29.****UNION ACCESS**

- (A) The authorized representative of the Union shall have access to PAMF/PAD during business hours when s/he notified the Administration or Human Resources in advance of the visit. Such representative of the Union shall not interfere with the work of employees or cause them to neglect their work and shall limit her/his activity to matters arising under the Agreement. Any conference between such representative of the Union and a Registered Nurse shall be held in a public area separate from any patient care area or

patient waiting area. If requested and available, a conference room will be provided for such conferences.

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

**SECTION 30. RELIEF REGISTERED NURSES**

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

**SECTION 31. SAVINGS CLAUSE**

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

**SECTION 32. TERM OF AGREEMENT**

This Agreement shall be effective as of December 11, 2020, and shall continue in effect through December 11, 2023. December 11th shall be known as the anniversary date of this Agreement. Beginning with December 11, 2023, this Agreement shall be automatically renewed for one (1) year on each anniversary date, unless it is terminated or modified in accordance with the procedure hereafter set forth.

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

This Agreement may be terminated as of December 11, 2023, or any anniversary date thereafter, by written notice by the Union or PAMF/PAD to the other, delivered at least ninety (90) days before December 11, 2023 or any anniversary date thereafter.

Or, either the Union or PAMF/PAD may deliver to the other, at least ninety (90) days prior to December 11, 2023, or any anniversary date thereafter, a notice of its desire to modify any terms of this Agreement. If agreement on all proposals to modify has not been reached by December 11, 2023, or any anniversary date thereafter, then the Agreement shall terminate on that date, unless the parties, by mutual consent, shall extend the Agreement.

This Agreement may be terminated as of December 11, 2023, or any anniversary date thereafter, by written notice by the Union or PAMF/PAD to the other, delivered at least ninety (90) days before December 11, 2023 or any anniversary date thereafter.

Or, either the Union or PAMF/PAD may deliver to the other, at least ninety (90) days prior to December 11, 2023, or any anniversary date thereafter, a notice of its desire to modify any terms of this Agreement. If agreement on all proposals to modify has not been reached by December 11, 2023, or any anniversary date thereafter, then the Agreement shall terminate on that date, unless the parties, by mutual consent, shall extend the Agreement.

**Palo Alto Medical Foundation/  
Palo Alto Division**

By Maria Morin 9/13/2021  
Maria Morin Date  
Human Resources Manager  
Director

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

By John Mader 8/31/2021  
John Mader Date  
President

By Adolfo Riedel Sep 9, 2021  
Adolfo Riedel Date  
Union Representative

By Rohini R. Misri Sep 8, 2021  
Rohini R. Misri Date  
R.N. III

By Ai Shan Shih Sep 10, 2021  
Ai Shan Shih Date  
R.N. IV

## **APPENDIX A**

### **RN III Classification**

#### **BASIC REQUIREMENTS**

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

#### **REGISTERED NURSE III REQUIREMENTS**

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

#### **CRITERIA FOR ADVANCEMENT (with assigned points) as verified by immediate supervisor(must include application and supporting documentation).**

1. Possession of a Bachelor's or Masters Degree related to applicant's position.
2. Trained as a preceptor. Has precepted in the PAMF/PAD preceptor program for a minimum of 4 weeks (20 days) annually. Or assigned by Supervisor to orient new employees to the department and serve as a role model/mentor for the Introductory Period of the new employee's employment. Completes departmental orientation checklist, answers questions, and explains the department procedures/protocols.



3. Actively participates on PAMF/PAD Committees, task forces, or quality teams focused directly on patient care and improving the patient care setting for:

12 hours per year 1-point

24 hours or more per year 2-points

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.

4. Maintains professional certification in the Registered Nurse's area of clinical specialty/or ACLS certification. 1-point
5. Develops, gains approval, and completes a special individual project to improve the Clinical Setting. 1-point
6. Revises a current department specific policy, or develops a standardized procedure for use in a Clinical department (independent of NQA committee work).
7. Preparation and presentation of an in-service totaling 20-30 minutes or three (3) mini in-services on different subjects, each 5-10 minutes in length, that contributes to the professional growth of the staff. (Could be course material from a seminar or material from individual research). 1-point
8. Develops, gains approval, and implements educational material and/or new methods of clinical teaching that are used with patients on an ongoing basis. 1-point
9. Demonstrated ability to work in multiple clinical departments. Ability demonstrated by functioning as a Registered Nurse in 3 or more departments for at least one week in each department, within the past twelve months. 1-point
10. Functions independently by using and interpreting established standardized nurse treatment protocols and procedures in providing direct care to patients, including changes in treatment regimen.
- a) Functions independently 25% to 50% of the time 1-point
- b) Functions independently more than 50% of the time 2-points

11. Completes nurse clinical training applicable to Registered Nurse position at PAMF/PAD. Submits proof of completion and accumulates:
- 30 CEU's in year 1-point
12. Has served as a volunteer at PAMF/PAD-approved community event(s) for a minimum of 8 hours in the last 12-month period. (Note: to be approved by supervisor and Public Affairs Department in advance. There will be no compensation for participation, and documentation of participation must be submitted.) 1-point
13. Belongs to a professional organization and actively participates (e.g., publishes articles in a professional journal, presents information at a national conference, and/or serves on the Board). 1-point

## APPENDIX B

**Important Information about your Voluntary Supplemental Life Insurance Plans.** Your collective bargaining unit agreement has been ratified and there will be a change to the voluntary supplemental life benefit offered to you by Palo Alto Medical Foundation.

Your MetLife Voluntary Supplemental Life Insurance benefit will transfer to the new 2012 plan. This plan features increased coverage options in increments of \$10,000 with premiums calculated based on your age and the amount of coverage elected. You will retain the same or equivalent of coverage at this time. However, since this new plan may result in an increase in benefits from your current supplemental life premium, we are offering a one-time option to **increase\*, reduce or opt out** of your current election. The premiums are as follows:

### MetLife Supplemental Life Insurance

Age of Employee and Spouse	Monthly Cost Per \$1,000 of Coverage
Under 29	\$0.062
30-34	\$0.080
35-39	\$0.090
40-44	\$0.143
45-49	\$0.247
50-54	\$0.398
55-59	\$0.261
60-64	\$0.956
65-69	\$1.721
70+	\$3.083
Cost for your child(ren)* \$1,633	

### Supplemental Life Benefits MetLife – Employee Paid Option

- Employee Options:** Supplemental Life starting at \$10,000 up to \$1,000,000.
- Dependent Options:** Spouse/Domestic Partners: coverage maximum is \$250,000.  
Child(ren): coverage maximum is \$20,000 up to age 26.
- Age Reductions:** Employee and spouse coverage amounts will reduce to 50% of the original coverage amount at age 70.
- Premiums:** Premiums vary based on age and amount of coverage. Refer to premium calculation sheet for pricing information.

\*Approval is needed for increasing Supplemental Life Insurance coverage. Amounts over the Guarantee Issue are subject to Medical Underwriting. Please complete Statement of Health form.

## Long-Term Disability Benefits

### MetLife – Employer Paid

<b>Elimination Period:</b>	The plan provides partial income replacement benefits for a disability resulting from injury or illness sustained on or off the job, following 180 consecutive days of disability.
<b>Benefits:</b>	This plan integrates with other social sources (State Disability Insurance, Workers Comp, Social Security, etc.) to provide a combined monthly benefit of 60% of your monthly base earnings. Bonuses, commissions, overtime pay and any other extra compensation are excluded from the definition of earnings under the plan. The maximum monthly benefit payable from all sources combined will not exceed \$10,000 per month.
<b>Definition of Disability</b>	You are disabled when MetLife determines that: • you are limited from performing the material and substantial duties of our regular occupation; and • you have a 20% or more loss in indexed monthly earnings due to the same sickness or injury. • After benefits have been paid for 24 months, you are disabled when MetLife determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.
<b>Duration of Benefits:</b>	Benefits are payable to age 65 while you continue to be disabled.
<b>Pre-Existing Condition Limitation:</b>	A disability resulting from any condition that existed, or for which you were treated, during the 3 months immediately preceding your coverage effective date is not covered unless you have been actively at work and continuously covered under the plan for 12 consecutive months after your effective date of coverage.
<b>Special Limitations:</b>	There is a 24 month lifetime benefit maximum for disabilities resulting from mental/nervous conditions, alcohol and substance abuse.
<b>Delayed Effective Date of Coverage:</b>	Insurance will be delayed if you are not in active employment because of an injury, sickness, temporary layoff, or leave of absence on the date that insurance would otherwise become effective.