

AGREEMENT BETWEEN  
THE PALO ALTO MEDICAL FOUNDATION  
MOUNTAIN VIEW & SUNNYVALE  
AND  
THE ENGINEERS AND SCIENTISTS OF CALIFORNIA  
Local 20, IFPTE (AFL-CIO & CLC)  
COVERING REGISTERED NURSES  
February 4, 2021 through February 3, 2024

## TABLE OF CONTENTS

			Page Number
SECTION	1	RECOGNITION	3
SECTION	2	WAGES	3
SECTION	3	DIFFERENTIALS	4
SECTION	4	CATEGORIES OF EMPLOYEES	5
SECTION	5	SENIORITY	5
SECTION	6	INTRODUCTORY PERIOD	6
SECTION	7	HOURS OF WORK AND OVERTIME	6
SECTION	8	MEAL AND REST PERIOD	7
SECTION	9	WORK SCHEDULES	7
SECTION	10	ALTERNATIVE WORK SCHEDULES	8
SECTION	11	MEETINGS/IN-SERVICE TRAINING (COMPENSATION FOR REGISTERED NURSE ATTENDANCE)	8
SECTION	12	PAID TIME OFF (PTO)	9
SECTION	13	CONVENIENCE TIME OFF (CTO) AND CANCELATION	11
SECTION	14	HOLIDAYS	11
SECTION	15	MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE	12
SECTION	16	TRANSITIONAL/MODIFIED DUTY	18
SECTION	17	SHORT TERM DISABILITY (STD) BENEFIT AND LONG TERM DISABILITY (LTD)	18
SECTION	18	MEDICAL-DENTAL-VISION, LIFE INSURANCE AND AD&D BENEFIT PROGRAMS	20
SECTION	19	RETIREMENT	20
SECTION	20	LAYOFF AND RECALL	21
SECTION	21	SEVERANCE PAY	22
SECTION	22	STRIKE AND LOCKOUT	22
SECTION	23	MANAGEMENT FUNCTIONS	22
SECTION	24	UNION ACCESS	23
SECTION	25	UNION MEMBERSHIP	23
SECTION	26	GRIEVANCE PROCEDURE	25
SECTION	27	REGISTERED NURSES NEGOTIATING COMMITTEE	28
SECTION	28	REIMBURSEMENT OF PROFESSIONAL LICENSURE/ CERTIFICATION FEES AND MEMBERSHIP DUES	28
SECTION	29	TUITION REIMBURSEMENT	28
SECTION	30	BEREAVEMENT LEAVE	30
SECTION	31	JOB POSTINGS	31
SECTION	32	JURY DUTY	32
SECTION	33	NO DISCRIMINATION	33
SECTION	34	SAVINGS CLAUSE	33
SECTION	35	ZIPPER CLAUSE	33
		TERM OF AGREEMENT	33

**SECTION 1. RECOGNITION**

The Employer recognizes the Union as the sole bargaining agent for all Registered Nurses, as defined in Section 4 (Categories of Employees), employed by the Employer in its infusion oncology department and other hematology departments at its facilities located at 301 Old San Francisco Road, Sunnyvale, CA and 701 E. El Camino Real, Mountain View, CA; excluding all other employees, Breast Health Navigators / Clinical Nurse Specialists, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

**SECTION 2. WAGES**

Wage Grid

Class	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)
New Grad	63.83										
FT/PT	67.02	68.89	70.83	72.81	75.26	77.67	79.81	81.99	84.26	86.57	88.34
SH/PD	73.73	75.78	77.92	80.1	82.79	85.44	87.8	90.19	92.69	95.23	97.18

- A. Placement on the Grid  
 Effective the start of the first full pay period following ratification, all RNs shall be placed on the above wage grid at the closest step that would result in an increase to their hourly wage. If the RN’s current rate of pay is greater than Step 11 on the wage grid, the RN’s rate of pay shall be red-circled until Step 11 on the grid is equal to or greater than the RN’s rate of pay. The RN’s rate of pay will then be increased to the new Step 11 rate.
  
- B. Additional Compensation  
 RNs may be eligible to receive additional compensation if the following situation applies. If the total percentage increase received by the RN, based on their placement on the grid added to the RN’s July 2020 increase (percentage or lump sum increase) is less than 3%, the RN shall receive a bonus so that their total percentage increase (July 2020 and placement on the grid) + bonus shall equal 3%. The bonus will be based on the RN’s base compensation for the preceding 26 pay periods. Base compensation includes all regular hours, PTO, callback, standby, premium pay, overtime paid. Excluded from the base compensation for calculation of this payment is, PTO cash-out and ESL. The payment will be subject to the applicable withholdings and deductions.
  
- C. Progression  
 Once placed in the wage grid, an RN will progress yearly, **on the RNs anniversary date**, through the first six (6) steps. For movement through the tenure steps, defined as years of service as an RN at the Foundation, or at a Sutter Entity, an RN must have met the years requirement for that step.

No RN shall advance more than one step in any twelve (12) month period. If an employee is eligible for a step progression, the increase will be effective at the beginning of the pay period following the RNs anniversary date.

D. Increases

RNs employed on July 1, 2021, or six months after ratification of this agreement, whichever occurs later, will receive a one-time, lump sum payment equal to 3% of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours, PTO, callback, standby, premium pay, overtime paid. Excluded from the base compensation for calculation of this payment is, PTO cash-out and ESL. The payment will be subject to the applicable withholdings and deductions.

E. The salary wage grid will be increased by 3%, on the first full pay period that commences after July 1, 2022, or the first full pay period 18 months after ratification, whichever is later.

Effective July 2022

Class	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)
New Grad	65.74										
FT/PT	69.03	70.96	72.96	75.00	77.52	80.00	82.21	84.45	86.79	89.17	90.99
SH/PD	75.93	78.06	80.26	82.50	85.27	88.00	90.43	92.90	95.47	98.09	100.09

**SECTION 3. DIFFERENTIALS**

- A. Registered Nurses who start work at or after 10:00 am and work four (4) or more hours of their shift after 4:00 PM will be paid a 10% differential for eligible hours worked in the shift zone - 4:00 PM to 12:00 midnight.
- B. Registered Nurses who work on Saturday shall receive a 10% differential in addition to their regular base pay for hours worked between 11:00 pm Friday and 10:59 pm Saturday.
- C. Registered Nurses who work on Sunday shall receive a 15% differential in addition to their regular base pay for all hours worked between 11:00 pm Saturday and 10:59 pm Sunday.
- D. Registered Nurses who are assigned charge duties will be paid a 10% shift differential in addition to their regular base pay for all hours worked. Charge duty assignment will be assignment will be designated by Management.

- E. Registered Nurses Employees designated to act temporarily as a trainer will receive an additional 10% per hour added to their regular base rate for all hours spent training subject to pre-approval by their supervisor/manager. This pay differential applies only to qualified employees who take on the temporary additional responsibility of training. Trainers in the context of this policy must be qualified to train and must have a proven format or plan for instructing in a specific subject. This includes members of the nursing and other clinical staff trained to act as preceptors through an official Preceptor Program.

#### **SECTION 4. CATEGORIES OF EMPLOYEES**

- A. 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)
- B. 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).
- C. Short-Hour Registered Nurses  
A Short-Hour Registered Nurse is an RN who works a regular predetermined work schedule of at least twenty (20), but less than forty (40) hours per pay period (0.25 to 0.49 FTE).
- D. Per Diem Registered Nurses  
An On-Call (Per Diem) Registered Nurse is an RN who is employed to work intermittently on an as-needed basis. Per Diem Registered Nurses do not have a regular schedule but must be available on short notice to cover shifts. On-Call (Per Diem) Registered Nurses must be available to work at least five (5) shifts per month.
- E. Temporary Registered Nurses  
A Temporary Registered Nurse is an RN hired for an anticipated term of employment of less than six months in a Regular Full-Time or Regular Part-Time position.

#### **SECTION 5. SENIORITY**

- A. Seniority shall be defined as a Registered Nurse's continuous length of service within the bargaining unit.
- B. Notwithstanding the foregoing, it is agreed that for all Registered Nurses covered under this agreement as of [ratification of the agreement], seniority shall commence from said Nurse's original date of hire as a Registered Nurse with PAMF.
- C. In the event of a tie, the Registered Nurse with the lower California Registered Nurse license number will be considered the more senior Nurse.

- D. Seniority shall be considered terminated by:
1. Termination of employment from PAMF for any reason other than involuntary layoff
  2. An involuntary layoff period which exceeds twelve (12) months
  3. If a bargaining unit RN leaves her/his bargaining unit job at PAMF to take a job outside of the bargaining unit at PAMF

## **SECTION 6. INTRODUCTORY PERIOD**

- A. Each newly hired Registered Nurse, and those rehired Registered Nurses previously employed by PAMF, will have an introductory period of three (3) months. 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 5 Seniority.
- B. During the Introductory Period, a Registered Nurse may be given written notice of unsatisfactory performance or failure to adhere to the Employer's rules, and such notice may include a warning that future poor performance or misconduct during the introductory period will result in termination.
- C. The Registered Nurse will have recourse to the grievance procedure as of the day after his/her introductory period ends. The Registered Nurse will have his/her benefits eligible based on the provisions of this agreement.

## **SECTION 7. HOURS OF WORK AND OVERTIME**

- A. **Straight-Time Workweek**  
The straight-time workweek shall not exceed forty (40) hours per week.
- 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 RN who works an eight (8) hour shift shall receive a lunch period of at least one-half hour. The Employer will use its best efforts to release Registered Nurses promptly for their designated lunch periods. The Employer will pay for RNs to attend departmental staff meetings, and time spent in these meetings will be included in computing overtime.
- 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 per diem 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 10). Compensation of time over twelve (12) hours per day shall be at two (2) times the basic straight time hourly rate.

## **SECTION 8. MEAL AND REST PERIOD**

- A. Rest Period - Each RN shall be granted a rest period of fifteen (15) minutes during each four hours of his/her shift without deduction in pay. Rest periods may not be combined with the meal period to extend the meal period. RN's do not need to record this time.
- B. If the RN is unable to take the break because of urgent (e.g. hypersensitivity reaction) patient care duties, and not due to the RN's choice, the RN must notify the Supervisor through any means available (email or in person) as soon as they become aware that they are unable to take a break, and have an opportunity to communicate the matter to her/his Supervisor.
- C. In the event urgent patient care duties, and not a RN's choice, force an RN to forego a rest period or duty free meal period, the RN must record "missed rest/meal period" on the timecard. An RN who has missed one or both rest periods, or a meal period, shall receive one hour of premium pay. However, if an RN is provided the opportunity for a rest period and voluntarily elects not to take it, no premium payment applies.
- D. Meal Period - Each RN shall be granted an unpaid, duty free meal period of no less than 30 minutes as close to the middle of each eight (8) hour work period as practical, but no later than the start of the fifth hour, unless the RN has a valid Flexible Meal Period agreement on file. Meals may be taken outside of the clinic.

Voluntary Meal Period Waiver: An RN may sign a meal period waiver and the Union shall be informed of all signed waivers. Waivers may be canceled by the RN at any time.

## **SECTION 9. WORK SCHEDULES**

- A. Schedules  
As long as there is sufficient work, Regular Full-Time, Regular Part-Time and Short-Hour RNs will be scheduled to work their Full Time Equivalent (FTE) hours in a work schedule established by the Employer. For the convenience of RNs, work schedules will be posted at least fourteen (14) days in advance of the effective date of the schedule. The work schedule will specify an RNs work days and work shifts. The Employer shall make every effort to maintain an RN's regular work schedule, however the Employer may need to make temporary changes to meet an operational need.

In the event of a permanent change to an RN's regular work schedule, the Employer will provide at least thirty (30) days' notice in writing to the RN.

- B. Changes to Posted Work Schedule  
Distribution of Additional Hours

When there is a need for additional hours, RNs on a voluntary basis by seniority, will be offered those hours starting with the most senior qualified RN.

In the case where the Employer has less than twenty four (24) hours' notice of the need to fill a shift, and if no qualified RNs volunteer to work the additional hours, the additional hours will be offered by reverse seniority starting with the least senior qualified RN.

Order of seniority is by the following:

1. Per Diem RNs
2. Temporary RNs
3. Short-Hour RNs
4. Regular Part-Time RNs
5. Regular Full-Time RNs

Nothing in this section shall be interpreted in such a way as to compel the employer to offer overtime pay prior to exhausting non-overtime options.

- C. In the scheduling of RNs, Practice RNs may work as an Infusion RN and Infusion RNs may work as a Practice RNs only on a volunteer basis and only if they are competent to perform the work.
- D. If, after all full-time, part-time benefited and per diems have been scheduled in accordance with their FTE status, PAMF Infusion Center anticipates the need for additional hours/shifts, such additional work shall be offered to the RNs in the bargaining unit. If there is still a need for additional coverage, PAMF may schedule RNs from outside the bargaining unit, registry or travelers.

## **SECTION 10. ALTERNATIVE WORK SCHEDULES**

- A. The Employer may choose to offer schedules consisting of shifts of more than eight (8) hours, but not more than ten (10), to defined work units. These schedules are known as Alternate Work Schedules (AWS).
- B. 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.
- C. 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.
- D. The Employer complies with California labor law with regards to the disclosure, approval and implementation process of AWS agreements.
- E. The Employer will provide the union with a list of approved Alternative Work Schedules that involve Registered Nurses on a quarterly basis.



**SECTION 11. MEETINGS/IN-SERVICE TRAINING (COMPENSATION FOR REGISTERED NURSE ATTENDANCE)**

RNs attendance at meetings scheduled by the Foundation or by the Infusion Clinic, which includes, but is not limited to: in-service education or training; Clinical Practice Meetings; etc. shall be considered time worked.

**SECTION 12. PAID TIME OFF (PTO)**

A. Accrual of PTO

Full Time, Part Time and Short Hour RNs accrue PTO from their first day of employment based on their actual hours worked including overtime, exclusive of missed meal/break penalties. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. PTO hours are used for the paid recognized holidays and may be used for vacation, illness, family emergencies, religious observance, preventative health or dental care, personal business and other elective absences.

Current accruals will remain in effect through the final pay period in 2021.  
Effective the first full pay period in January, 2022:

Months of Service	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

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

B. PTO Eligibility

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

C. The Use of PTO

1. 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.
2. PTO requests shall not be made more than 6 months in advance.

3. RNs shall provide the supervisor/manager with their PTO requests for the summer (defined as the period from June 1 through Aug 31) by April 15th and for the winter holiday period (defined as the period from the 2nd week in November through the end of the 2nd week in January) by October 1st. With final approval by May 1st and October 15th, respectively.
  4. PTO requests for the premium holiday/vacation periods will not be considered by management before the aforementioned cut-off dates nor granted by management before the aforementioned final approval dates.
  5. PTO approval for premium holiday/vacation periods will be based on the previous year's PTO record to ensure equitable distribution. After May 1st and October 15th, RNs need to consult the holiday calendar prior to seeking approval.
  6. For all requests that fall outside of the premium vacation/holiday periods, individual PTO requests will be reviewed and granted on a first-come-first-serve basis.
    - a. The RN must receive an answer from the supervisor/manager regarding approval or denial of the PTO request by the end of 14 days of making the request.
  7. For all of the aforementioned scenarios, seniority in the bargaining unit will be used as the tiebreaker when multiple requests are made for the same time period. After seniority has been taken into account, approval will be based upon the supervisor/manager's determination of the department staffing needs.
  8. Vacation requests shall not be unreasonably denied. Once a vacation has been approved, management may not rescind it. The RN must have enough PTO accrued at the time the requested vacation is to be taken.
- D. PTO Maximum  
Hours over 328 will be automatically cashed out on the first pay date each December without a 6% penalty, and voluntarily cashed the first pay date in April with a 6% penalty.
- E. Payment Upon Termination  
The employee will receive payment for all PTO hours accumulated at the time of termination.
- F. PTO Hardship Distribution:  
Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back periods once per rolling backward 12-month period. Hardship is defined as an extreme financial hardship as a result of catastrophic events beyond the employee's control, and the requested funds are necessary to satisfy that financial need. Documentation of circumstances will be required prior to approval. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

G. PTO Cash Out

Eligible employees who have a PTO bank balance of at least eighty (80) hours may be eligible to request a “sell-back” of PTO once per year.

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

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

H. Donation of PTO to an Employee under Emergency Circumstances

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

**SECTION 13. Convenience Time Off (CTO) and Cancellation**

A. Should the Employer determine that it is necessary to cancel RNs for a shift(s) or partial shift(s), then the following procedure will be followed, provided the remaining RNs are qualified to perform the work:

1. RNs working overtime or premium pay shifts will be canceled
2. On-Call (Per Diem) RNs will be canceled
3. Convenience Time Off (CTO) will be offered. CTO is defined as a day and/or part of a day without pay and without loss of benefits and/or seniority. CTO is not pre-scheduled time off. An RN will not be required to use PTO to cover voluntary CTO. CTO will be offered in seniority order, starting with the most senior RN.
4. Should there be no CTO volunteers, RNs will be canceled starting with the least senior in the following order
  - a. RNs working an extra (non-premium) shift
  - b. Temporary RNs
  - c. Short-Hour RNs
  - d. Regular Part-Time RNs
  - e. Regular Full-Time RNs

**SECTION 14. HOLIDAYS**

- A. Recognized Holidays  
Premium pay will be paid on the following recognized holidays through the end of 2021:  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day
- B. Recognized Holidays  
Effective calendar year 2022, premium pay will be paid on the following recognized holidays:  
New Year's Day  
Martin Luther King Jr's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day
- 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.
- C. Additional Available Shifts on Holiday Week  
During the holiday week, a regular full-time or part-time RN, whose normal scheduled shift lands on a holiday and is not scheduled to work on the holiday, shall have the option to pick up an additional available shift prior to the shift being offered to a per diem.

**SECTION 15. MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE**

- A. General Information
  - 1. 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.
  - 2. 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.
  - 3. To the extent permitted by law, leaves provided by the collective bargaining agreement and/or federal, state, and/or local law will run concurrent.
- B. Notice of Leave

1. 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.
2. 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.
3. 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.

C. Request for Leave and Certification

1. Requests for leave shall be supported by appropriate medical certification.
2. The Disability Department shall provide employees with the applicable certification requirements and forms.
3. Employees may be required to submit re-certifications for extension requests beyond the approved certification.

E. Medical Leave of Absence (MLOA)

1. 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.
2. Full-time, part-time, short-hour, and per diem employees who have completed three months of employment based on their hire date or adjusted hire date/continuous service date (indicating benefit eligible service in the Sutter System) in the Human Resources Information System (HRIS), whichever is earlier, are eligible for an MLOA.
3. 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 by this collective bargaining agreement, and federal, state, and local laws...
4. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrent with leave(s) allowing for intermittent use.
5. Limited term employees who have completed three months of employment based on their hire date or adjusted hire date/continuous service date (indicating benefit eligible service in the Sutter System) in the Human Resources Information System (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.
6. Except as otherwise required by law, temporary employees are not eligible for an MLOA.
7. 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.

- F. Family Care Leave, including leave pursuant to any federal, state or local law (e.g. FMLA/CFRA, etc.) Federal, state, and local leaves of absence will be granted in accordance with applicable law.
- G. Intermittent and Reduced Schedule Leave
1. 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.
  2. 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.
- H. Reinstatement/Return to Work
1. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Medical 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 Medical Foundation shall use its best efforts to return the employee to the same position, unit, and shift.
  2. An employee returning from a leave will provide information to confirm that the employee is able to return to work with or without reasonable accommodation.
  3. 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.
- I. Health and Welfare Benefits During Leave
1. 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.
  2. Employees should consult with the S3 Benefits department (by calling the Sutter Health Employee Line) regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
  3. 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.
  4. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.

5. FMLA leave and state leaves with similar provision(s): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time employee moves into an unpaid status while on FMLA leave. Benefits may be reinstated at an employee's request if the employee returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the employee's request for reinstatement, provided the request is received within sixty (60) days of the employee's return. The employee shall re-enroll in the same benefits options unless they experience a permissible mid-year election change event to benefit coverage.
6. Where leave is taken for birth or adoption, the employee must 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)

### A. General Information

1. 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.
2. Employees are eligible for an OLOA if:
  - a. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment;
  - b. The employee's claim is open and accepted by the covering Workers' Compensation carrier;
  - c. The period of absence is verified by the authorized primary treating provider as work-related;
  - d. 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.
3. 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.
4. 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.
5. To request an OLOA, the employee shall complete the online MyLeave Request accessed at MySutter Connection or call the Sutter Health Employee Line.

6. An OLOA may not be taken on an intermittent or reduced-schedule basis.
7. 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.
8. 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.
9. 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.

B. Request for Leave and Certification

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

C. Reinstatement/Return to Work

1. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Medical 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 Foundation shall use its best efforts to return the employee to the same position, unit, and shift.
2. An employee returning from a leave will provide information and medical documentation/certification to confirm that the employee is able to return to work with or without reasonable accommodation.
3. 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.

D. Health and Welfare Benefits During Leave

1. 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.
2. Employees should consult with the S3 Benefits department (by calling the Sutter Health Employee Line) regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
3. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefit selections.
4. 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.

5. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.

#### Personal Leave of Absence (PLOA)

- A. 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.
- B. 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.
- C. 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.
- D. Accrued PTO must be used while an employee is on PLOA.
- E. 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.
- F. 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.
- G. 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.
  1. The Medical 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.

2. 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.
- H. 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.
- I. 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

- A. Leaves of absences are unpaid, however, employees may be eligible for wage replacement benefits (e.g. PTO), if applicable.
- B. 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.
- C. 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.
- D. 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. 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.

#### **SECTION 17. SHORT TERM DISABILITY (STD) BENEFIT AND LONG TERM DISABILITY (LTD)**

- A. Short-Term Disability (STD) Salary Continuation Benefits Program.

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

1. Eligibility:

Regular full-time, 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.

2. Benefits provided:
  - a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds (66-2/3) of their normal pre- disability gross earnings when integrated with state and/or federal wage replacement programs.
  - b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.
  - c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.  
If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Medical Center requires the use of accrued PTO.
  - d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of pre-disability gross pay based upon FTE status. Payroll will automatically integrate PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.
3. Calculation:
  - a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
  - b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
  - c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.
4. Benefit Period:

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

Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining benefit period. Once an employee has exhausted all of his or her one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until he or she has returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.

**B. Long Term Disability (LTD)**

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.
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.

**SECTION 18. MEDICAL-DENTAL-VISION, LIFE INSURANCE AND AD&D BENEFIT PROGRAMS**

- A. The Foundation shall provide the same health plan benefit programs (i.e. Medical, Dental, Vision, Life Insurance and Accidental Death and Dismemberment), under the same terms and conditions, to employees represented by the Union as the Foundation provides to its non-represented employees.
- B. The Foundation shall notify the Union thirty (30) days in advance of any changes to the health plan benefit programs, but shall not be required to bargain with the Union regarding the changes or the effects of the changes.

**SECTION 19. RETIREMENT**

- A. 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.

1. 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. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRIP Plan Document

B. 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 this plan, but any such modification shall not affect the vested benefits, if any, of any employee.

The Foundation agree that neither the Foundation's modification of the 403(b) Retirement Plan nor the effects of such modification is subject to the Grievance and Arbitration provisions of this Agreement.

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

C. Retiree Medical Programs

1. 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, during normal business hours by calling the Sutter Health Employee Line: 855-398-1631. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically by the carrier. Affiliate retains the right to terminate, amend, or modify this program or any other similar program in its sole and absolute discretion.

2. 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 ("RCHA 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.

## **SECTION 20. LAYOFF AND RECALL**

- A. In the event of a layoff or reduction of FTE status, 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 performance problems (i.e., written or final written warning) within the last twelve (12) months.
  2. The Employer will determine how many On-Call (Per Diem) RN positions are needed. If the Employer decides to reduce the number of On-Call (Per Diem) RN positions, such reduction(s) will be made beginning with the least senior On-Call (Per Diem) RN, provided the remaining On-Call (Per Diem) RNs are qualified to perform the available work.
  3. Short Hour, Regular Part-Time or Regular Full-Time Registered Nurses with the least seniority provided the remaining Registered Nurses are qualified to perform the available work. A Short Hour, Regular Part-Time or Regular Full-Time Registered Nurse that is subject to layoff, except those with a documented history of performance problems in the last twelve (12) months, shall have the option to bump the least senior On-Call (Per Diem) Registered Nurse, provided she/he is qualified to perform the available On-Call (Per Diem) work.
- B. Registered Nurses who are laid off, except those with a documented history of performance problems in the last twelve (12) months, shall have recall rights for 12 months or until the Registered Nurse is offered an equivalent bargaining unit position, whichever occurs sooner. Recall rights shall be in order of seniority.

## **SECTION 21. SEVERANCE PAY**

- A. Regular employees who are permanently laid off as a result of a reduction in force shall be entitled to severance pay in the following amount, provided they choose to waive all further seniority rights to reinstatement to their jobs:
1. 6 months to 4 years of service 2 weeks pay
  2. 5 to 9 years of service 3 weeks pay
  3. 10 to 14 years of service 4 weeks pay
  4. 15+ years of service 6 weeks pay

- B. To qualify for severance pay, the employee must sign a waiver of reinstatement rights within thirty (30) days of the commencement of the layoff.

## **SECTION 22. STRIKE AND LOCKOUT**

- A. The Union agrees that during the term of this Agreement there shall be no strikes, work stoppages, work slowdowns, coordinated withholding of services, boycotts, or picketing of the Employer for any reason regardless of whether the underlying dispute is subject to resolution through the grievance and arbitration procedure. No registered nurse shall encourage other registered nurses to take part in any work stoppage or slowdown during the term of this Agreement. The Employer agrees that during the term of this Agreement there shall not be a lockout of registered nurses for any reason.
- B. The Union's no strike pledge also prohibits alleged sympathy strikes, and it is expressly understood that registered nurses may not refuse to cross or work behind any picket line placed at the Employer's facility unless the picket line is a lawful primary picket line established by the Union.

## **SECTION 23. MANAGEMENT FUNCTIONS**

- A. The Employer retains, solely and exclusively, all the rights, powers and authority that it possessed or exercised prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement.
- B. Without limiting the generality of Paragraph 1, the rights, powers and authority retained by the Employer include, but are not limited to, the following: to determine the type and scope of work to be performed, and of the health care services to be provided; to determine the methods, processes, means and places of providing health care services; to effect technological changes; to increase or decrease the work force and to determine the size thereof; to assign work and to decide which employees are qualified to perform work; to suspend, eliminate, add to, expand and control the quality services; to discontinue work for economic, medical or operational reasons; to contract for supplies or services; to select employees for hire, scheduling, promotion, demotion, layoffs or transfer; to manage and direct its business, operations and work force and maintain the efficiency thereof; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to establish work standards, schedules of operation and work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to utilize external traveler RNs (this is not intended to permanently replace staff or abolish positions); and to adopt or modify work place policies and rules of conduct and penalties for violation thereof.
- C. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Employer, even though not enumerated above. The exercise of any right reserved to management herein in a particular manner, or the non-

exercise of any such right, shall not be deemed a waiver of the Employers' right or preclude the Employer from exercising the right in a different manner.

- D. The retained rights of management shall not be subject to the grievance and arbitration provisions of this Agreement, unless they are in direct violation of the terms of this agreement, nor shall the Employer be required to bargain with the Union over the Employer's exercising of any such rights. The Union does not waive its right to bargain over the impacts of the application of the rights outlined above.

#### **SECTION 24. UNION ACCESS**

The authorized representative of the Union shall be allowed to visit the facility for the purpose of ascertaining whether or not this Agreement is being observed. The Union representative shall notify Human Resources in advance of the visit. The Union representative shall not interfere with the work of registered nurses during the visit or cause them to neglect their work and shall limit his/her activity to matters arising under the Agreement. The Union representative conferring with registered nurses will do so only upon the registered nurse's free time and in public areas separate from any patient care area or patient waiting area.

#### **SECTION 25. UNION MEMBERSHIP**

- A. Harmonious Labor-Management Relations

The Union recognizes its obligation to cooperate with the Employer to help ensure maximum service of the highest quality and efficiency, as professionals. The Employer and the Union recognize their obligations to treat employees in a fair and equitable manner.

The Employer and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

- B. Union Membership and Service Fees

- 1. All employees subject to this Agreement presently employed by the Employer 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.

- 2. All new employees subject to this Agreement first employed by the Employer 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.
3. In no event shall the service fee charged exceed 95 percent of the regular union membership dues.
4. Any newly employed Registered Nurse subject to this provision may:
- a. 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
  - b. 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.
5. Within thirty (30) days after the Employer hires a new employee, the Employer will inform the Union in writing of the name and hire date of said individual. Said notification shall be in electronic format (a New Hire Report) and forwarded to the Union via email to a representative designated by the Union.

The Employer shall promptly remit to the Union the sums which are deducted under this Section.

On a monthly basis, the Employer provides various reports to the Union, in an electronic format, that include the following information: employee names, IDs, home addresses, department information, hire date, classification, regular wage rate, employment status, anniversary date, home address, home telephone and remittance amounts (if any).

C. Indemnification

The Union shall indemnify the Employer 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 26. 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 or discipline 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 (not listed in order of priority):

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

B. Grievance

1. 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.

2. Terms of Grievance

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

3. Timeliness

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

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.

4. Adherence to Time Limits

- a. The Employer and the Union agree that grievances should be raised, and settled promptly.
- b. Failure of the Grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.
- c. Failure of the Employer to act within any time limit delineated will entitle the Registered Nurse to proceed to the next step of the grievance process.
- d. The Employer will notify the Union in writing of any terminations so that the Union will have sufficient time to review and respond within the set time limits.
- e. However, any of the time limits may be extended by mutual written agreement.

5. Right to Representation

- a. The Registered Nurse will have the right to a Union representative or steward.
  - (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.

6. Time Off for Hearings

The Registered Nurse and her Union Representative (if an employee of the Employer) will be granted time off for participation in grievance hearings, as long as there is no impact to patient care. 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

1. Step 1 – Filing of Grievance

- a. The Union will file formal notice of Grievance in writing to Human Resources.
- b. The matter may be referred to the Informal Conflict Resolution process with the agreement of all parties.

2. Step 2 – Human Resources Review Meeting

a. Review Meeting

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

b. Resolution

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

3. Step 3 – Mediation

a. Referral to Mediation

If the Registered Nurse and/or the Union do not accept the determination of Human Resources or his/her designee, the matter shall be referred to mediation. The Union has ten (10) days from the receipt of the determination to submit the written referral to mediation.

b. Mediation

The Employer and the Union shall request and utilize the services of an agreed upon Federal Mediator, from the FMCS, in an attempt to resolve the grievance, and to avoid unnecessary use of the arbitration process. The recommendation of the Federal Mediator is not binding on either party. It is the intent of the Union and the Employer to conduct the mediation within sixty (60) days of receipt of the request for mediation, dependent upon the availability of the mediator.

4. Step 4 – Arbitration Procedure

a. Referral to Arbitration

If the grievance remains unresolved after the conclusion of the mediation step the grievance may be referred to arbitration. A referral to arbitration must be

made in writing and must be made within ten (10) days of the conclusion of the mediation

b. 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.

c. 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.

d. 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 conditions of this Agreement.

e. Expenses

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

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

## **SECTION 27. REGISTERED NURSES NEGOTIATING COMMITTEE**

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

B. 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 28. REIMBURSEMENT OF PROFESSIONAL LICENSURE/CERTIFICATION FEES AND MEMBERSHIP DUES**

RNs covered under this agreement shall have the same access to the Reimbursement of Professional Licensure/ Certification Fees and Membership Dues policy that the Foundation provides to its management represented employees.

## **SECTION 29. TUITION REIMBURSEMENT**

- A. All full-time and part-time employees who have successfully completed their introductory period are eligible for Tuition Reimbursement.
- B. 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.
- C. 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.
- D. 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).
- E. 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.

- F. 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.
- G. 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.
- H. A copy of the approved Tuition Reimbursement request form;
- I. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for books;
- J. 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
- K. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the expense reimbursement is paid to the employee, i.e. an employee who begins classes in the fall semester but submits the grades and receipts in January of the following year will have that amount counted against the calendar year in which the expenses are reimbursed. Employees are encouraged to submit these documents as early as possible for courses that end late in December. If an employee is taking a class in the fall through the Tuition Reimbursement program and wants the benefit allocated in the same calendar year, s/he must submit the tuition reimbursement request by the first Friday in December of the current year (see above).

### **SECTION 30. BEREAVEMENT LEAVE**

- A. 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.
- B. 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.
- C. 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.
  - 1. 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."
- D. 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.
  - 1. 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."
- E. 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).
- F. 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.
- G. 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.
- F. 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 31. JOB POSTINGS**

The Employer shall post bargaining unit job requisitions online for a minimum of five (5) days before filling the position. The posting shall indicate that the job is a union represented job. This does not prevent the Employer from filling the vacancy on a temporary basis during the five-day posting period. The Employer will attempt to fill job vacancies with bargaining unit RNs prior to utilizing external staffing resources. 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 believe they are qualified.

It shall be the policy of the Employer to give first priority to bargaining unit Registered Nurses for filling of lateral vacancies and promotional positions covered by this Agreement. When qualifications, competency and performance 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 the Employer based on the above criteria.

### **SECTION 32 Jury Duty**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.



- G. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
- H. 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.
- I. 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.
- J. 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 33. NO DISCRIMINATION**

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.

### **SECTION 34. SAVINGS CLAUSE**

- A. 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 35. ZIPPER CLAUSE**

This Agreement shall represent the complete and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement, and any such matters or subjects that are not covered in this Agreement expressly have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement/ Any and all other past practices or terms and conditions of employment that pre-date the existence of this Agreement are waived by the parties by their entry into this Agreement.

**Term of Agreement**

Three years from date of ratification. Either the Union or the Employer may deliver to the other, at least ninety (90) days prior to the expiration date of this Agreement, or any anniversary date thereafter, a notice of its desire to modify any terms of this Agreement.

**Palo Alto Medical Foundation**

**Engineers and Scientists of California**

\_\_\_\_\_  
**Katie Setzler, Human Resources Director**

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**John Mader, ESC President**

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**David Cuesta, Labor Relations Director**

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**Adolfo Riedel, Union Representative**

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**Juliette Sanchez, RN**

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**Wendy Morikawa, RN**

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**Date**

\_\_\_\_\_  
**Margaret Curtis, RN**

\_\_\_\_\_  
**Date**