

SETTLEMENT AGREEMENT BETWEEN
Palo Alto Medical Foundation -Engineers and Scientists of California, Local 20
WIC APC
August 18, 2023

The following settlement agreement, including the attached tentative agreements, sets forth a Collective Bargaining Agreement between Palo Alto Medical Foundation and Engineers and Scientists of California, IFPTE Local 20, AFL-CIO & CLC.

The parties agree that all proposals not specifically agreed to within the tentative agreements and this agreement are withdrawn. Any new contract practices, including those in previously signed tentative agreements, will be implemented upon ratification, unless otherwise indicated.

Any new pay practices, including those in previously signed tentative agreements, will be implemented at the start of the first full pay period beginning after thirty (30) days post ratification of the Agreement, unless otherwise indicated.

The parties further agree to resolve differences between them once a new Agreement is reached, and to that end, upon ratification and as a part of this Agreement, the Union agrees to withdraw Unfair Labor Practice Charge 32-CA-322046, as the issues and allegations underlying that Charge will be resolved by entering this Agreement.

SECTION ## TERM OF AGREEMENT

Date of ratification through July 30, 2025.

SECTION ## ECONOMIC

- A. Effective the first full pay period following ratification, all APCs will receive a 3.5% across the board increase (ATB), with the new wage scale ranges as follows:

North Bay*	Wage Scale Range	Min \$ 79.50	Max \$ 110.00
South Bay	Wage Scale Range	Min \$ 81.50	Max \$ 112.00

*North Bay wage scale range is only for any APC exclusively working in Walk in Clinics in Petaluma or Santa Rosa.

- B. Effective the first full pay period one year post ratification, all bargaining unit members will receive an across-the-board increase of 3.5%.

North Bay*	Wage Scale Range	Min \$ 82.28	Max \$ 113.85
South Bay	Wage Scale Range	Min \$ 84.35	Max \$ 115.92

*North Bay wage scale range is only for any APC exclusively working in Walk in Clinics in Petaluma or Santa Rosa.

- C. Effective the first full pay period following ratification, APCs will receive a 1.5% anniversary increase. Effective January 1, 2024, APCs will receive a 1.5% anniversary increase effective the start of the first full pay period that commences following their Anniversary Date and on successive Anniversary Dates up to the wage scale range maximum.

- D. For APCs below the minimum wage scale, they will be placed at the minimum of the wage scale or 3.5%,

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whichever is greater.

- E. After applying (A) and (D) above, the employer will review those APCs who are below the midpoint of the wage range (\$96.75) as follows: starting from the minimum of the wage range, 1.5% will be added for each year of Sutter/PAMF service as an APC, plus 1.5% for every two years of previous experience as an APC, up to the midpoint. If the review returns a wage rate higher than the outcome of applying (A) and (D) above, the APC will receive the higher rate of pay effective the first full pay period after ratification.
- F. Employees who are hired into the bargaining unit after ratification will be placed no less than at the minimum salary as described in (A) above, and the placement of newly hired employees in the wage scale range shall otherwise be at the sole discretion of PAMF and is not subject to the grievance process.
- G. PAMF will pay a lump sum ratification bonus to all bargaining unit employees. The bonus will be paid no later than sixty (60) days from the date of ratification. The bonus will be \$1,000 for bargaining unit employees with an FTE status of .8 or greater at the time of ratification; other FTE statuses will be pro-rated based on a 1.0 status.

PRECEPTOR PAY

APCs shall be paid \$100 per eight (8) hour shift in service as a preceptor to a student. The employer shall provide the Union a list of APCs who are designated preceptors. The list shall be updated quarterly. Where there are two or more preceptors in one region, the APC with most seniority shall be offered the option first and if rejected, then to the next most senior until there is a taker.

EXTRA SHIFTS

APCs who work an additional extra 8-hour shifts beyond their regular FTE shall be paid a bonus of \$825 for working an additional shift in addition to their regular salary.

Such shifts shall be offered to APCs in each Region by order of seniority, with most senior APCs being offered the opportunities first and if rejected, then to the next most senior. If no APCs voluntarily accept the extra shift(s), PAMF may assign it to the least senior APC in the Region.

CLINIC ASSIGNMENT

Scheduling process for each region:

- A. First, approved PTO and CME are scheduled;
- B. Accommodations in scheduling are considered (i.e. child care needs, school schedules etc.);
- C. APCs with historical clinics are scheduled in those home clinics;

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- D. Preference in location or location that is closest to home;
- E. If (D) above results in multiple APCs at a particular location, APCs will be assigned to that location by seniority.
- F. Managers will then meet and review all regions, make needed adjustments to ensure clinic coverage including scheduling APCs out of region (rare). If management determines that an APC needs to be assigned to a different clinic the same day of the APC's shift, management shall make best efforts to ensure the APC has sufficient time to travel to the new clinic.

SECTION ## REIMBURSEMENTS

For purposes of mileage reimbursements, "normal commute" is calculated as the distance from the APC's home to the closest clinic in their assigned Region. Mileage is reimbursed at the rate provided by the IRS at the time the travel occurred.

APCs will be reimbursed as follows:

- A. APCs who travel fifty (50) or more miles shall be reimbursed for round-trip mileage (minus normal commute) regardless of whether the travel is within the APC's Region or not.
- B. APCs who work at a clinic outside of their Region shall be reimbursed for round-trip mileage (minus normal commute), parking, and tolls.
- C. APCs who do not regularly work at the Aptos or the San Francisco clinics shall be reimbursed for round-trip mileage (minus normal commute), parking, and tolls when working at those clinics.

SECTION ##. UNION SECURITY

A. Union Membership

All employees subject to this Agreement employed by PAMF on the execution date of this Agreement, will be required, as a condition of employment, to join and remain a member of the Union.

All employees subject to this Agreement hired after the execution date of this Agreement will, as a condition of employment, join and remain a member of the Union within the first thirty (30) days of employment.

PAMF shall provide a Union membership form to all new employees at the same time employees are provided with tax forms and other new hire information. Employees are encouraged to return their completed forms directly to the Union. If employees return their signed membership forms to PAMF, the forms will then be sent to the Union by PAMF.

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B. Check off of Dues

PAMF will deduct from employees' wages and turn over to the proper officers of the Union the membership dues and/or Agency Fees of such employees who individually and voluntarily certify in writing that they authorize such deductions. Dues and other applicable deductions from the employees' paychecks shall be remitted to the Union via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) within twenty (20) business days of the last day of each month.

C. Dues Reports

Each month, together with the periodic dues payment, PAMF will provide the Union with a Dues Report listing each employee in the bargaining unit, including any employees hired, terminated, or placed on leave in the past month. The Dues Report shall include the employee's name, date of hire or termination, classification, department, employee ID number, FTE, pay rate per hour, amount of dues deducted, home address, personal telephone number, personal email address and work email address. The Dues Report shall be sent by email to a person designated by the Union to receive it.

The lists above shall be provided in computer readable format such as Excel.

D. Indemnification

The Union agrees to indemnify and hold PAMF harmless from any and all claims, demands, suits, and liability arising out of PAMF's compliance with (A) and (B) above.

SECTION ## WORKPLACE VIOLENCE

General:

Workplace violence is any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others.

Workplace violence includes, but is not limited to, the following:

- (A) Threatening, aggressive or violent physical behavior, such as acts of intimidation.
- (B) Verbal threats or abuse.
- (C) The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;
- (D) An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

PAMF Walk-in-Clinic is committed to providing a safe and healthy workplace for all employees. This shall include, but is not limited to:

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- Maintaining sufficient security systems, including alarms, existing security monitors, lighting, and emergency response; and
- Maintaining work practice controls to mitigate security risks associated with clinics,
- Reviewing the effectiveness of the Workplace Violence Prevention Plan for the overall clinic at least annually, in conjunction with employees and their representatives regarding the employees' respective work areas, services, and operations.

Workplace Violence Prevention Plan: Safety, Prevention, Training

PAMF Walk-in-Clinic is committed to using proven systems and technologies designed to deter, detect, report and act against threats and to disrupt and mitigate those threats.

PAMF Walk-in-Clinic will establish an effective Workplace Violence Prevention Plan that includes the following:

- Personnel education and training policies that provide education and training regarding the workplace violence prevention plan. The education and training must cover topics that include but are not limited to, the following:
 - A. How to recognize the potential for violence, and when and how to obtain assistance, respond to such violence, and to report violent incidents to security and/or law enforcement;
 - B. The resources available to employees for coping with incidents of violence or the risk of violence.
- PAMF Walk-in-Clinic will provide a process that includes measures designed to promote early identification, early intervention, and active management of risk-for-violence patients. These measures will include processes to report, investigate, and mitigate potential threats. This process will include ongoing assessments of factors that contribute to workplace violence.
- Assessment procedures to identify and evaluate environmental risk factors, including community-based risk factors, for each clinic. This will include a review of all workplace violence incidents that occurred in the clinic within the previous year, whether or not an injury occurred.
- Procedures to identify and evaluate environmental risk factors for workplace violence in each clinic, including areas surrounding the location such as employee parking areas and other outdoor areas
- PAMF Walk-in-Clinic will document and retain a written record of any violent incidents reported by staff (regardless of whether an injury occurs), which shall include the following and otherwise comply with all local, state and federal laws and regulations.
 - Date, time, and location of the incident
 - Description of the incident
 - Conclusion of the incident (i.e. whether medical assistance was needed, if security or law enforcement were contacted, etc.).
- The parties share a commitment to prevent workplace violence in the clinic setting and agree that the foundation of these efforts must include:
 - a. Prevention, de-escalation, and debriefing incidents. Debrief will occur in a timely manner.
 - b. Prompt investigation into reported instances of workplace violence.

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- c. Leadership commitment to workplace violence prevention and support for staff members in reporting instances of workplace violence.
- d. No retaliation against any employee for reporting incidents of actual or potential workplace violence, or for communicating concerns about workplace violence to other employees or supervisors.

SECTION ## 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-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 of 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 where it does not significantly and materially erode the work of the bargaining unit; to specify or assign work requirements and overtime; to schedule working hours and shifts where it does not significantly and materially erode the work of the bargaining unit; to determine days of work and hours of work, including the duration of shifts where it does not significantly and materially erode the work of the bargaining unit; to utilize external traveler APCs (this is not intended to permanently replace staff, abolish or erode positions); and upon notice to the Union, 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. Nothing in this section shall constitute a waiver of the union's right to bargain over any significant and material change that would result in the erosion of the bargaining unit. Nothing in this section addresses subcontracting, changing employment status of the APCs, or Union jurisdiction, and nothing in this section shall be interpreted to constitute a waiver of any Union rights with respect to subcontracting, employment status, or Union jurisdiction.

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- E. While the Employer may exercise its rights identified in this section without bargaining the decision, where applicable the Union does not waive its right to bargain with the Employer over the impacts of the application of the rights outlined above.

SECTION ## HOLIDAYS

Recognized Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

For any holiday not worked, an employee may request to complete their scheduled hours on a different day within the pay period to meet their FTE. Requests will be granted based on operational need and management approval. Employees may also use their PTO.

Early Closure Days

A. Early Closures

On the following early closure days, clinics shall be closed at 6:00 pm:

Christmas Eve
New Year's Eve

B. Early Closure Days Worked

An APC who is required to work on the Early Closure Day will be paid their regular salary for the day and will not be required to take any PTO hours for the day.

SECTION ## MEAL AND REST PERIODS

- A. Meal and Rest Periods will be provided as required by local, State, and Federal law.
- B. If applicable, a non-exempt APC may sign a Voluntary Meal Period Waiver, and upon request the Union shall be provided all signed waivers. This agreement and/or waivers may be canceled by the APC at any time.

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- C. If an APC has not been able to take their meal or rest breaks or believes they will not be able to do so given their schedule that day, the APC may contact their manager to accommodate the meal and rest breaks, and the manager shall make best efforts to do so.

SECTION ## LENGTH OF ESTABLISHED SHIFT

If the employer seeks to make changes to the APCs' established length of shift, the Employer shall notify the Union of the proposed change(s) no less than 30 days prior to the proposed effective date of the change. The notification shall be in writing and state the purpose of the change and describe the change itself. If the Union requests, upon receiving notice, the Employer will engage in good faith negotiations, to agreement or impasse, before carrying out the change.

SECTION ## EDUCATION LEAVE

A. Eligibility

All employees except per diem employees are eligible for education leave. New employees may utilize this benefit upon the successful completion of the Introductory Period.

B. Amount

1.0 FTE employees will be paid up to 64 hours of paid Educational Leave per year. For employees less than 1.0 FTE, the total is pro-rated. Employees may be eligible for an additional 16 hours of paid Educational Leave if necessary to maintain their certifications; management approval of additional hours shall not be unreasonably withheld.

SECTION ## PTO/CME SCHEDULING

PTO Scheduling

Sutter shall make best efforts to accommodate PTO requests, including by arranging for other APCs to provide coverage. Once Sutter has approved PTO, the approval may not be rescinded, contingent on the APC having enough accrued PTO at the time the requested PTO is to be taken; approval will be in accordance with the determination of the department or unit's staffing needs.

APCs shall submit their requests, including first, second, and third preferences for PTO for the upcoming quarter one month before the beginning of the next quarter.

- a. For Q1 (PTO to begin January 1 – March 31) submit by: December 1
- b. For Q2 (PTO to begin April 1 – June 30) submit by: March 1
- c. For Q3 (PTO to begin July 1 – Sept. 30) submit by: June 1

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d. For Q4 (PTO to begin Oct. 1 – Dec. 31) submit by: September 1

If more employees in the same classification submit timely requests for the same vacation period than can be granted vacation at the same time, Sutter shall grant vacation by order of preference, with seniority as the tiebreaker.

Not later than two weeks before the beginning of the next quarter, Sutter shall send each APC a written notification approving or denying their quarterly PTO requests. If Sutter denies any request, Sutter shall specify why it is being denied. Sutter shall finalize and post the calendar two weeks before the beginning of the quarter after employee input and update the calendar with any additional approved PTO every two weeks thereafter.

PTO requests made after the quarterly deadline will be granted, based on business need, on a first-come, first-served basis. Management will send a written response approving or denying such requests within ten calendar days of the request. If management denies the request, they must specify why it is being denied.

CME Scheduling:

Eligible employees will use eight hours of Paid Educational Leave per day.

Employees shall submit requests for Paid Educational Leave as part of their quarterly scheduling/PTO requests. Not later than two weeks before the beginning of the next quarter, Sutter shall send each APC a written notification approving or denying their quarterly Paid Educational Leave requests. If requested leave is denied, the employee shall be provided a written response that includes the reason for denial. Sutter shall make best efforts to accommodate requests for Paid Educational Leave.

If requested by the quarterly scheduling deadline, employees will be guaranteed a minimum of eight (8) hours of leave per quarter, during the first three quarters of the calendar year, up to the allotted yearly maximum based on FTE. After quarterly PTO/Paid Educational Leave requests have been approved, Management will send out a list of all the additional dates Paid Education Leave may be available for the quarter. Employees will be encouraged to request these dates to use for education leave. Paid Educational Leave requests made after the quarterly deadline will be granted, based on business need, on a first-come, first-served basis. Management will send a written response approving or denying such requests within ten calendar days of the request. If management denies the request, they must specify why it is being denied.

Once Sutter has approved Paid Educational Leave, the approval may not be rescinded, contingent on the APC having enough accrued Paid Educational Leave at the time the requested leave is to be taken, approval will be

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in accordance with the determination of the department or unit's staffing needs. PTO requests will be prioritized over Paid Educational Leave requests.

Permission for such educational leave will not be unreasonably denied.

SECTION ## REIMBURSEMENT OF PROFESSIONAL LICENSURE OR CERTIFICATION FEES AND MEMBERSHIP DUES

- A. PAMF will reimburse full-time and part-time bargaining unit APCs for the cost of any PAMF-required certifications. Short-hour bargaining unit APCs will be reimbursed 40% of the cost.
- B. In addition to the above, other certifications, license fees, or memberships shall be reimbursed up to a cost of \$600 a year for full time and part time APCs, which shall not be prorated according to FTE. Short-hour employees shall be reimbursed up to \$200.

SECTION ## STRIKE AND LOCKOUT

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 APC shall encourage other APC 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 APCs for any reason.

The Union's no strike pledge also prohibits alleged sympathy strikes, and it is expressly understood that APCs 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 ## ZIPPER CLAUSE

The express provisions contained in this Agreement constitute the full and exclusive agreement between PAMF and ESC. This Agreement is executed for the purpose of conclusively determining ESC and PAMF's obligations during the term of this Agreement on any and all issues concerning wages, hours and other terms and conditions of employment, including issues which were raised, or which could have been raised, during the negotiations leading to this Agreement.

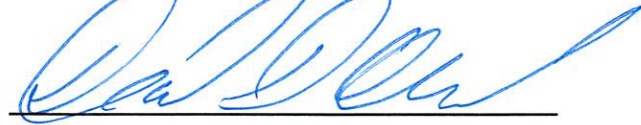
This Agreement has been executed on this 16th day of August 2023.

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August 18, 2023

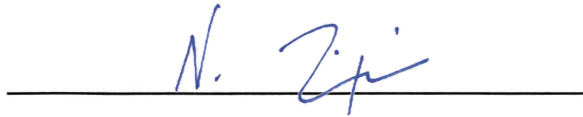
The union and its bargaining team agree to fully recommend this agreement to the bargaining unit for ratification.

Palo Alto Medical Foundation



David Cuesta, Sr. Director, Labor Relations

Engineers and Scientists of California



Nicole Teixeira, Union Representative

8/18/23

Date

August 18, 2023

Date

11/6/23


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PREVIOUSLY SIGNED TENTATIVE AGREEMENTS

Agreed Objectives 10/6/2022
Bereavement Leave 4/12/2023
Corrective Action 7/11/2023
Emergencies 6/14/2023
Employee Categories 12/13/2022
Geographical Region 1/12/2023
Grievance Procedure 9/23/2021
Harmonious Labor Management Relations 10/6/2022
Introductory Period 9/23/2021
Job Descriptions 6/14/2023
Job Posting 10/28/2021
Jury Duty 9/23/2021
Layoff and Recall 9/20/2022
Leaves of Absence 3/7/2023
Malpractice Insurance 10/24/2022
Medical, Dental, Vision 3/7/2023
No Discrimination 9/23/2021
Per Diem Differential 6/14/2023
Per Diem Holiday Work 6/14/2023
Practice Authority 6/14/2023
Preamble 9/15/2022
PTO Accruals 3/7/2023
Recognition 11/15/2022
Retirement 8/8/2023
Savings Clause 9/23/2021
Seminars and Conferences 1/12/2023
Seniority 9/22/2022
STD/LTD/Life 11/15/2022
Tuition Reimbursement 2/2/2022
Union Access 9/22/2022

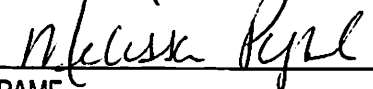
12/6/2023


PAMF WIC to ESC APC
Tentative Agreement Subject to Overall Agreement
October 6, 2022

Section ## Agreed Objectives


The Union agrees with the objectives of achieving the highest level of employee performance consistent with safety, good health and sustained effort, and the Union and the Employer will use their best efforts to effectuate this objective.

The Foundation and the Union agree that all employees and managers and their representatives will treat each other, regardless of position or profession, with dignity, respect, courtesy, and trust.


PAMF
Date 10-6-22


ESC
Date 10/10/22

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-in-Care and approval by the ESC Executive Board *wf*

13/6/22


PAMF WIC to ESC APC
Tentative Agreement Subject to Overall Agreement
February 23, 2022
Revised April 12, 2023

SECTION ##. BEREAVEMENT LEAVE

1. All full-time, part-time, short hour, 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 documentation of the death within thirty (30) days of the first day of leave.
3. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay and two (2) days additional days unpaid (or may use available PTO), including any applicable 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 any applicable 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 three (3) months of death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The three (3) month 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.

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Revised April 12, 2023

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.

9. Per Diem employees may take up to five (5) days of unpaid (or may use available PTO) bereavement leave for a Family member within three (3) months of the death.

Melissa Pytel

PAMF

Date May 5, 2023

N. Zepi

ESC

Date April 12, 2023

SECTION ## CORRECTIVE ACTION

A. Just Cause.

Except for employees in the introductory period, corrective actions or involuntary terminations will be for just cause.

B. Progressive Corrective Action.

Corrective action shall normally be taken in progressive measures, typically after coaching or previous corrective action has been shown ineffective at changing the employee's behavior. Corrective Action will be administered progressively in the following manner, unless the severity of the offense (e.g. theft, threats, physical endangerment, fraud, gross negligence, or sexual harassment) warrants otherwise:

- Step 1 – First Written Warning
- Step 2 – Second Written Warning
- Step 3– Final Written Warning or Suspension
- Step 4– Termination

C. Documentation of Corrective Action.

Verbal Coaching and/or Documented Verbal Coaching are encouraged to occur prior to formal corrective action and are not kept in the employee's personnel file. Written warnings, final written warnings, and suspensions shall all explain the reason for the discipline, expectations for the employee in the future, and, if applicable, identify ways in which the employee may improve performance in a stated reasonable period of time. Corrective Action suspensions shall be for a specified purpose and timeframe and may be with or without pay. If without pay, the employee is permitted to use accrued PTO to receive income while on suspension.

Records of all Corrective Action except verbal coaching or documented verbal coaching will be placed in an employee's personnel file and a copy will be provided to the employee. The employee shall have the right to comment in writing and such comments will be included in the employee's personnel file. All corrective action forms shall be maintained in the employee's file and shall not be removed, unless agreed to in writing by the Employer and the Union. First and second Written Warning Corrective Action Notices will not be used to substantiate any further corrective action or be presented by the Employer in any of the steps of the Grievance Procedure one year following the date of the Corrective Action Notice.

Sutter Walk-In Care APC Bargaining
Tentative Agreement Subject to Overall Agreement
July 11, 2023

D. Union Representation.

An employee may elect to have a union steward/representative present during any discussion regarding job performance or any other matter which the employee believes may lead to corrective action. If a meeting is held to provide corrective action to an employee, the Employer shall advise the employee of his or her right to have a union steward/representative present at the meeting. If the employee has requested a union representative, any warnings or notices pursuant to this Article shall be provided to both the employee and the Union not less than 48 hours in advance of the meeting.

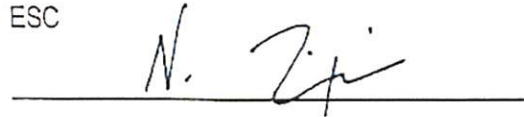
PAMF



Date:

8/8/23

ESC



Date:

July 13, 2023

This tentative agreement is effective upon ratification by the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

PAMF WIC - ESC APC
Tentative Agreement Subject to Overall Agreement
June 14, 2023

SECTION ## EMERGENCIES

The parties recognize that disasters happen that may have a negative impact and create unique challenges for both health care organizations and their employees. In the event of a future emergency declared by State, Federal or local authorities that negatively impacts either employees or PAMF, the parties agree to meet at the request of either party to bargain over modifications to the CBA that may be necessary to meet the challenges of the emergency within 7 days of the emergency declaration.

PAMF

Melissa Pytel

Date: June 14, 2023

ESC

N. Zpi

Date: June 21, 2023

ESC Local 20 - PAMF WIC
Employee Categories
December 13, 2022
Tentative Agreement
Subject to overall agreement.

SECTION ##. CATEGORIES

A. Regular Full-Time APCs

A Full-Time APC is an APC 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 APCs

A Part-Time APC is an APC 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 APCs

A Short-Hour APC is an APC who works a regular predetermined work schedule of at least sixteen (16), but less than forty (40) hours per pay period (0.20 to 0.49 FTE).

D. Per Diem APCs

A Per Diem APC is an APC who is employed to work intermittently on an as-needed basis. Per Diem APCs do not have a regular schedule but must be available on short notice to cover shifts. Per Diem APCs must be available to work at least five (5) shifts per month, with a requirement to include 2 weekend shifts per month.

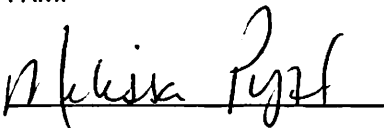
E. Limited Term APCs

A Limited Term APC is an APC 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 mutual approval of the Operating Unit Human Resources Vice President and the Union.

F. Temporary APCs

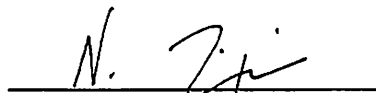
A Temporary APC is an APC hired for a term of employment of six months or less in a Regular Full-Time or Regular Part-Time position.

PAMF



Date: 1-10-23

ESC


Nicole Teixeira

Date: 12/13/22

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board.

19/61

PAMF WIC APC -ESC
Section ## Geographical Region
Tentative Agreement
Subject to overall agreement.
January 12, 2023

Geographical Regions

PAMF Walk-in Clinic geographical regions are defined as follows:

North Bay Region includes:

- 2360 Mendocino Avenue, Suite A4, Santa Rosa, CA 95403,
- 411 North McDowell Blvd., Unit 41, Suite 10, Petaluma, CA 94954,
- 5800 Nave Drive, Suite F, Novato, CA 94949,
- 240 King Street, Suite G2, San Francisco, CA 94107,
- 851 Cherry Avenue, San Bruno, CA 94066

East Bay Region includes:

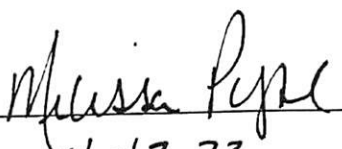
- 5095 Telegraph Avenue, Oakland, CA 94609,
- 3918 Fallon Road, Dublin, CA 94568,
- 460 Market Place, San Ramon, CA 94583,*
- 2095 Diamond Blvd., Concord, CA 94520,*
- 2878 Ygnacio Valley Road, Walnut Creek, CA 94598*

South Bay Region includes:


- 497 East Calaveras Blvd., Milpitas, CA 95035,
- 3912 Rivermark Plaza, Santa Clara, CA 95054,
- 580 North Rengstorff Avenue, Suite E Mountain View, CA 94043,
- 685 Coleman Avenue, San Jose, CA 95110,
- 5343 Prospect Road, San Jose, CA 95129,
- 26 Rancho Del Mar, Aptos, CA 95003

* indicates clinics that are closed as of December 2022; Sutter agrees that if any of these clinics reopen, APCs working there will be part of the bargaining unit covered by this contract per Section ##, Recognition.


PAMF


Date: 1-12-23

ESC


Date: 1/12/2023

This tentative agreement is effective upon ratification from ESC membership and approval by the ESC Executive Board.

20/61


PAMF WIC - ESC APC
Section ## Grievance Procedure
Tentative Agreement
September 23, 2021
Subject to overall agreement.

SECTION ## 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 Advanced Practice Clinician (APC) is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources are available to the Advanced Practice Clinician (APC)
(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 an Advanced Practice Clinician (APC), the Union or the Employer concerning the interpretation or enforcement of the terms and provisions of this Agreement, the Advanced Practice Clinician's (APC's) working conditions, or any claim or complaint concerning an Advanced Practice Clinician's (APC's) discharge or discipline.

2. Terms of Grievance

- a. Only the Advanced Practice Clinician (APC) 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 Advanced Practice Clinician (APC) 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 Advanced Practice Clinician (APC).

4. Adherence to Time Limits

2/6/20

PAMF WIC - ESC APC
Section ## Grievance Procedure
Tentative Agreement
September 23, 2021
Subject to overall agreement.

- 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 Advanced Practice Clinician (APC) to proceed to the next step of the grievance process.
- d. The Employer 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.
- e. However, any of the time limits may be extended by mutual written agreement.

5. Right to Representation

- a. The Advanced Practice Clinician (APC) will have the right to a Union representative.
- (a) The Advanced Practice Clinician (APC) may be assisted or represented by a Union representative at any step of the grievance procedure.
- (b) Attendance of the Advanced Practice Clinician (APC) at any meeting/hearing may be required.

6. Time Off for Hearings

The Advanced Practice Clinician (APC) and his/her Union Representative (if an employee of the Employer) will be granted time off for participation in grievance hearings. The Advanced Practice Clinician (APC) 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

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PAMF WIC - ESC APC
Section ## Grievance Procedure
Tentative Agreement
September 23, 2021
Subject to overall agreement.

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

3. Step 3 – Mediation

a. Referral to Mediation

If the Advanced Practice Clinician (APC) 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 Process

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.

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PAMF WIC - ESC APC
Section ## Grievance Procedure
Tentative Agreement
September 23, 2021
Subject to overall agreement.

(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.

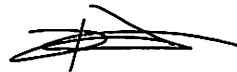
PAMF



Dave Greco, WFLR

Date: 10/28/2021

ESC



Wei-Ling Huber

Date: 12/5/21

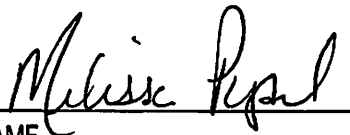
This tentative agreement is effective upon ratification of the full agreement from the ESC members employed at HAC and approval by the ESC Executive Board


② 24/61

PAMF WIC to ESC APC
Tentative Agreement Subject to Overall Agreement
October 6, 2022

SECTION ## 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.


PAMF
Date 10-6-22


ESC
Date 10/10/22

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-in-Care and approval by the ESC Executive Board *wf*

PAMF WIC - ESC APC
Section ## Introductory Period
Tentative Agreement
September 23, 2021
Subject to overall agreement.

SECTION ##. INTRODUCTORY PERIOD

Each newly hired APC, and those rehired APCs previously employed by PAMF, will have an introductory period of three (3) months. During this time, an APC will have no seniority. Upon satisfactory completion of his/her introductory period, the APC's seniority date will be established as defined in SECTION ##.

During the Introductory Period, an APC 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. In addition, an APC's employment may be terminated during or at the conclusion of the Introductory Period.

Written notices, warnings, and terminations during the Introductory Period are not subject to grievance under the Grievance Procedure. The APC will have recourse to the grievance procedure as of the day after his/her introductory period ends. The APC will have his/her benefits eligible based on the provisions of this agreement.

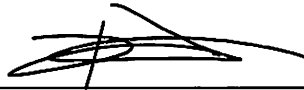
PAMF



Dave Greco, WFLR

Date: 10/28/2021

ESC



Wei-Ling Huber

Date: 02/2/22

PAMF WIC APC -ESC
Tentative Agreement
Subject to overall agreement.
June 14, 2023

SECTION ## JOB DESCRIPTIONS

The Employer shall notify the Union of the proposed change to a job description no less than 30 days prior to the proposed effective date of the change. The notification shall state the purpose of the change, and a copy of the proposed revised job description shall be included in the notice. If the proposed changes to the job description would materially and significantly change the work to be performed, if the Union requests, upon receiving notice, the Employer will engage in good faith negotiations, to agreement or impasse, before carrying out the change.

PAMF

Melissa Pytel

Date: June 14, 2023

ESC

N. Zpi

Date: June 16, 2023

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

PAMF WIC to ESC APC
Section ## Job Postings
Tentative Agreement Subject to Overall Agreement
October 28, 2021

SECTION ##. JOB POSTINGS

- A. The Employer shall post bargaining unit job requisitions online for a minimum of one (1) week before filling the position. Internal applicants may apply. The posting shall indicate that the job is a union represented job. If the Employer is unable to find a bargaining unit temporary employee as defined in Section ##, the Employer may temporarily fill the vacancy from other sources during the time it takes to fill the position permanently.
- B. In the hiring or transferring of APC positions, PAMF retains the right to choose and hire or transfer whichever applicant PAMF, in its sole discretion, determines is the most qualified and competent for the position. That determination may be facilitated through interviews and the review of the applicants experience, prior performance, competencies and other relevant qualifications.



PAMF
Date 10/28/2021



ESC
Date 2/2/22

PAMF WIC - ESC APC
Section ## Jury Duty
Tentative Agreement
September 23, 2021
Subject to overall agreement.

SECTION ##. JURY DUTY

- A. All full-time, part-time, and limited term employees are eligible for jury duty pay upon hire.
- 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 any applicable 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.

PAMF



ESC



Date: 10/28/2021

Date: 2/2/22

29/61

PAMF WIC to ESC APC
Section ## Layoff and Recall
Tentative Agreement
September 20, 2022

Subject to overall agreement.

Section ##: Layoff & Recall


In the event of a layoff or reduction of FTE status, the Employer shall first request volunteers that meet the specific layoff or reduction of FTE need. If not enough APCs volunteer, or do not meet the specific reduction needs, then the following order shall be used to select the impacted APC's:


1. APC's with documented history of performance problems (i.e., written or final written warning) within the last twelve (12) months.
2. APC's with the least seniority as defined in Section ## (Seniority) and based on geographical region as defined in Section XX provided the remaining APC's are qualified to perform the available work. If as a result of the layoff there needs to be a modification to the remaining schedules, schedules will be offered to volunteers first and then will be made by inverse seniority.

The Employer shall provide the Union with at least 30 day written notice of its intent to layoff APC(s). The Employer shall provide the impacted APC(s) with at least 30 day notice prior to the date of the layoff.

APC's who are laid off (except those with a documented history of serious performance problems in the last twelve (12) months) shall have recall rights for 12 months or until the APC is offered an equivalent bargaining unit position, whichever occurs sooner. Laid off APC'S will be placed in a per diem pool, if available, at their option.

Recall rights shall be in order of seniority as defined in Section ## (Seniority) and based on geographical region as defined in Section XX.

PAMF

Date: 1-10-23

ESC

Date: 10/10/22

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-in-Care and approval by the ESC Executive Board.

SWIC -ESC
Tentative Agreement – LOA
Subject to overall agreement
March 7, 2023

SECTION ##. 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 initial approved certification.

4. Medical Leave of Absence (MLOA)

- a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
- b. Full-time, part-time, short-hour, and per diem employees who have completed 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 in 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)

SWIC -ESC
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Subject to overall agreement
March 7, 2023

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, geographically proximate worksite, 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, geographically proximate worksite, 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.

Occupational Leave of Absence (OLOA)

1. General Information

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Tentative Agreement – LOA
Subject to overall agreement
March 7, 2023

- 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

SWIC -ESC
Tentative Agreement – LOA
Subject to overall agreement
March 7, 2023

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 Foundation 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.

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

(60) 34/61

SWIC -ESC
Tentative Agreement – LOA
Subject to overall agreement
March 7, 2023

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, Pregnancy Disability Leave), 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.
4. 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.

PAMF SWIC

Melissa Pytel

Date: 3/7/23

ESC

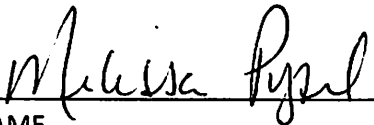
N. Z...


Date March 7, 2023

ESC to PAMF WIC
Tentative Agreement Subject to Overall Agreement
October 24, 2022

SECTION ##. MALPRACTICE INSURANCE

The Foundation agrees to continue to provide malpractice insurance coverage for APCs that is the same or substantially equivalent in coverage to the insurance in effect from the date of recognition. The Foundation may modify or substitute insurance policies or carriers provided that the insurance coverage remains substantially equivalent. The Foundation shall provide the Union with at least 30 days' notice of any proposed substantial modification or substitution, and bargain over the changes if the Union requests.


PAMF
Date 1-10-23



ESC
Date 10/31/22

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-in-Care and approval by the ESC Executive Board.

SWIC -ESC
Tentative Agreement – Medical, Dental, Vision
Subject to overall agreement
March 7, 2023

SECTION ##. GROUP MEDICAL COVERAGE, VISION CARE, AND DENTAL PLAN

Bargaining unit employees will be offered the same Sutter Select EPO and PPO Medical plans, Vision plan(s) and Dental plan(s) under the same terms and conditions (including, but not limited to, employee premium contributions, co-pays, benefits available, etc.) as the Foundation provides to its non-exempt, non-union employees.

Regular full-time APCs and regular part-time APCs are eligible for benefits. Short-hour APCs, per diem APCs, limited term APCs, and temporary APCs are eligible for benefits only as applicable under state and federal law.

A. Medical

The Medical benefits shall be available under this section to an eligible new employee on the first day of the month following 30 days of hire.

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

*If a legal guardian or domestic partner's child does not qualify as a "tax dependent", there is imputed income on the portion of the premium attributed to their coverage.

Employees are responsible for paying all Medical co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

Employees who qualify for medical benefit coverage but choose to forego coverage and who provide the Employer with proof of individual coverage under another insurance plan will receive an annual taxable rebate in an amount and under the same terms and conditions as the Foundation provides to its non-exempt, unrepresented employees, paid out across 26 pay periods.

B. Vision

Employees will be offered two vision plan options.

SWIC -ESC
Tentative Agreement – Medical, Dental, Vision
Subject to overall agreement
March 7, 2023

Employees are responsible for paying all Vision plan co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF.

PAMF's Vision benefits shall be available to an eligible new employee under this section on the first day of the month following 30 days of hire.

C. Dental

Employees are responsible for paying all Dental plan co-payments, co-insurance, and/or deductions.

Employee premium contributions shall be the same as for non-union employees of PAMF. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

Employees will be offered three dental plan options.

The Dental plans shall be available to an eligible new employee under this section on the first day of the month following 30 days of hire. Employees who qualify for dental benefit coverage but choose not to participate in the health insurance plan will receive an annual taxable rebate in an amount and under the same terms and conditions as the Foundation provides to its non-exempt, unrepresented employees, paid out across 26 pay periods.

D. Health and Welfare Benefits During Leave

1. The following Health and Welfare leave benefits are continued during an approved MLOA and OLOA, provided that employees under this agreement have the same Medical, Vision and Dental plans, under the same terms and conditions, as the Foundation provides to its non-exempt, unrepresented employees.

- 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 Sutter Shared Services (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.
- 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. 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.

SWIC -ESC
Tentative Agreement – Medical, Dental, Vision
Subject to overall agreement
March 7, 2023

- e. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefit selections.
- f. Under MLOA only: FMLA leave and state leaves with similar provision(s): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time the 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.
- g. 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.

E. In the case that the Foundation changes the level of Medical, Dental, or Vision benefits that it provides to its non-exempt, unrepresented employees, the Employer may provide thirty (30) days' notice to the union and offer the same changes. This Section E also applies to any future change to co-payments, co-insurance, deductions, rebates or premium contributions. Upon the Union's request, the Employer shall meet with the Union to review the proposed change. If PAMF and the Union do not agree on the proposed changes, the changes will not take effect during the term of this Agreement but Section D above will no longer apply. Notwithstanding this limitation, the Employer shall have the right to alter the carrier of any of the plans enumerated in this section provided the benefits and premium contributions are not substantially altered and provided that the Employer shall notify the Union thirty (30) days in advance of any such change in carrier.

PAMF SWIC

Melissa Pytel

Date: 3/7/23

ESC

N. Zpi

Date March 7, 2023

39/61

PAMF WIC - ESC APC
Section ## No Discrimination
Tentative Agreement
September 23, 2021
Subject to overall agreement.

Section ## No Discrimination

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

PAMF



Dave Greco, WLFR

Date: 10/28/2021

ESC



Wei-Ling Huber

Date: 2/2/22

PAMF WIC APC -ESC
Tentative Agreement
Subject to overall agreement.
June 14, 2023

SECTION ## PER DIEM DIFFERENTIAL

Per Diems shall receive an additional 10% differential.

PAMF

Melissa Pytel

Date: June 14, 2023

ESC

N. Zepi

Date: June 16, 2023

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

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PAMF WIC APC -ESC
Tentative Agreement
Subject to overall agreement.
June 14, 2023

SECTION ## PER DIEM HOLIDAY WORK

Non-exempt Per Diems shall be paid 1.5 times their hourly rate for all hours worked on a holiday.

PAMF

Melissa Pytel

Date: June 14, 2023

ESC

N. Zepi

Date: June 16, 2023

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

PAMF WIC APC -ESC
Tentative Agreement
Subject to overall agreement.
June 14, 2023

SECTION ## PRACTICE AGREEMENTS & FULL PRACTICE AUTHORITY

The Employer and the Union recognize that Physician Assistants and Nurse Practitioners are members of a highly regulated group of professionals. The Employer shall follow all the applicable State and Federal regulations for all classifications.

PAMF

Melissa Pytel

Date: June 14, 2023

ESC

N. Zpi

Date: June 16, 2023

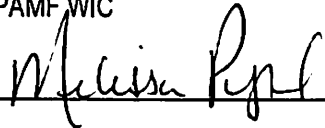
This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

PAMF WIC to ESC APC
Non-Economic – Preamble TA
September 15, 2022
Subject to overall agreement.

SECTION XX: PREAMBLE


This agreement is entered into this ____ day of Month, YEAR between SUTTER BAY MEDICAL FOUNDATION d/b/a PALO ALTO MEDICAL FOUNDATION FOR HEALTH CARE, RESEARCH, AND EDUCATION (hereinafter called the "Employer") and ENGINEERS AND SCIENTISTS OF CALIFORNIA, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) LOCAL 20, AFL-CIO & CLC (hereinafter called the "Union").

PAMF WIC



Date 1-11-23


ESC APC



Nicole Teixeira

Date: 12/13/2022

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board.

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SWIC -ESC
Tentative Agreement - PTO
Subject to overall agreement
March 7, 2023

Effective one full year post ratification.

SECTION ##. PAID TIME OFF (PTO)

A. Accrual of PTO

Full time, part time, short hour, and limited term employees accrue PTO from the first day the employee moves into an eligible status, based on their actual hours paid. Per diem and temporary APCs accrue PTO only if they are eligible to receive benefits. 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. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their timecard reflects low census hours.

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.

PTO pay includes the employee's base hourly rate.

Accrual Schedule for Full-Time Employees:

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, short hour, and limited term employees are eligible to utilize accrued PTO. Per diem and temporary APCs are eligible to utilize accrued PTO if they are eligible for benefits.

C. 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.

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SWIC -ESC
Tentative Agreement - PTO
Subject to overall agreement
March 7, 2023

D. PTO Use

1. 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.
2. 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.
3. With any scheduled time off, the supervisor's approval is required in advance. Requests for PTO use will not be unreasonably denied and will be scheduled according to Section ## - PTO Scheduling.
4. Because staffing needs and workloads vary, some departments may have specific procedures which outline PTO scheduling parameters, such as the specified period of time required for requesting vacations and other personal time off.
5. 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. 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.
6. 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.
7. 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.

E. Payment Upon Termination

The employee will receive payment for all PTO hours accumulated at the time of termination. If termination is the result of Inter-Affiliate Employment, refer to the Inter-Affiliate Employment Policy

SWIC -ESC
Tentative Agreement - PTO
Subject to overall agreement
March 7, 2023

F. PTO Hardship Distribution:

1. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined by the IRS [insert citation].
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.

G. 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.

H. 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.

SWIC -ESC
Tentative Agreement - PTO
Subject to overall agreement
March 7, 2023

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.

G. 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 by the IRS [insert citation].
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

SWIC -ESC
Tentative Agreement - PTO
Subject to overall agreement
March 7, 2023

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.

H. Use of PTO During Leave of Absence

1. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, 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.
2. 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.
3. 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.

PAMF SWIC

Melissa Pytel

Date: 3/7/23

ESC

N. Z...

Date March 7, 2023

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PAMF WIC - ESC APC
Section ## Recognition
Tentative Agreement
November 15, 2022

Subject to overall agreement.

SECTION ##. RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all full-time and regular part-time nurse practitioners and physician assistants employed by the Employer at the Employer's facilities located at 26 Rancho Del Mar, Aptos, CA 95003; 2095 Diamond Blvd., Concord, CA 94520; 3918 Fallon Road, Dublin, CA 94568; 497 East Calaveras Blvd., Milpitas, CA 95035; 580 North Rengstorff Avenue, Suite E Mountain View, CA 94043; 5800 Nave Drive, Suite F, Novato, CA 94949; 5095 Telegraph Avenue, Oakland, CA 94609; 411 North McDowell Blvd., Unit 41, Suite 10, Petaluma, CA 94954; 240 King Street, Suite G2, San Francisco, CA 94107; 685 Coleman Avenue, San Jose, CA 95110; 5343 Prospect Road, San Jose, CA 95129; 460 Market Place, San Ramon, CA 94583; 3912 Rivermark Plaza, Santa Clara, CA 95054; 2360 Mendocino Avenue, Suite A4, Santa Rosa, CA 95403; and 2878 Ygnacio Valley Road, Walnut Creek, CA 94598, 851 Cherry Avenue, San Bruno, CA 94066 excluding all other employees, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

PAMF WIC

M. Pyle
Date: 11-15-22

ESC

N. Zepi
Date: 11/21/2022

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board.

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Sutter Walk-In Care APC Bargaining
Tentative Agreement Subject to Overall Agreement
June 30, 2023

SECTION ##. 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 relating to the plan, including a summary plan description. Annual employer contributions are 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 to be eligible for a contribution. A year of service is a calendar year with at least 1,000 hours worked in the Sutter Health system.

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

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 employer match or the vested benefits, if any, of any employee.

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

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. 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

Sutter Walk-In Care APC Bargaining
Tentative Agreement Subject to Overall Agreement
June 30, 2023

terminate, amend, or modify this program.

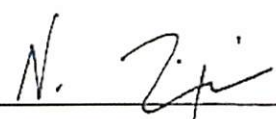
2. Retiree Health Care Account (RHCA)

The Foundation shall provide a post-retirement health care arrangement for eligible employees as follows: The Retiree Health Care Account Plan ("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.

PAMF


Date: 8/8/23

ESC


Date: July 13, 2023

This tentative agreement is effective upon ratification by the ESC members employed at Sutter PAMF Walk-In Care and approval by the ESC Executive Board.

PAMF WIC - ESC APC
Section ## Savings Clause
Tentative Agreement
September 23, 2021
Subject to overall agreement.

SECTION ##. 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.

PAMF



Dave Greco, WFLR

Date: 10/28/2021

ESC



Wei-Ling Huber, Assistant ED

Date: 2/15/22



53/61

PAMF WIC APC -ESC
Section ## Seminars and Conferences
Tentative Agreement
Subject to overall agreement.
January 12, 2023

SECTION ## SEMINARS AND CONFERENCES

APCs covered under this agreement shall have the same access to the Seminars and Conferences policy that the Foundation provides to its management represented employees; however, the benefits shall not be reduced from status quo prior to ratification for the duration of the contract. Requests to attend seminars and/or conferences and reimbursement for associated costs shall not be unreasonably denied.

PAMF

Melissa Pipel

Date: 1-12-23

ESC

N. Zepi

Date: 1/12/2023

This tentative agreement is effective upon ratification from ESC membership and approval by the ESC Executive Board.

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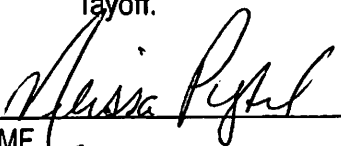
PAMF WIC to ESC APC
Section ## Seniority
Tentative Agreement Subject to Overall Agreement
September 22, 2022

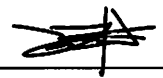
SECTION ##. **SENIORITY**

- A. Seniority shall be defined as the APC's length of service within the bargaining unit.
- B. Notwithstanding the foregoing, it is agreed that for all APCs covered under this agreement as of (ratification of the agreement), seniority shall commence from said APC's original date of hire as an APC with Employer.
- C. In the event of a tie in the APC's original date of hire as an APC, the APC's original date of hire with Sutter shall be used to break the tie. In the event of a tie in the APC's original date of hire with Sutter, the following process shall be used to break the tie:
 - 1. The APC's Anniversary date shall be used as a tiebreaker.
 - 2. If the APCs remain tied, the APC's birth date, that is closest, after January 1 will be granted greater seniority. For example: an APC with a January 2nd birthday will have more seniority than the APC with a January 11 birthday.
- 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 APC leaves her/his bargaining unit job at PAMF to take a job outside of the bargaining unit.


E. Seniority Adjustments:

Seniority shall be adjusted for the period of time that an employee may have been on a layoff.


PAMF
Date 9-22-22


ESC
Date 10/10/22

This tentative agreement is effective upon ratification of the overall agreement from the ESC members employed at Sutter PAMF Walk-in-Care and approval by the ESC Executive Board *wl*

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PAMF WIC - ESC APC
Section # STD, LTD and Life Insurance
November 15, 2022
Tentative Agreement

Subject to overall agreement.

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

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.

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PAMF WIC - ESC APC
Section # STD, LTD and Life Insurance
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Tentative Agreement

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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. Regular full-time, part-time and limited term 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 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



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PAMF WIC - ESC APC
Section # STD, LTD and Life Insurance
November 15, 2022
Tentative Agreement

Subject to overall agreement.

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.

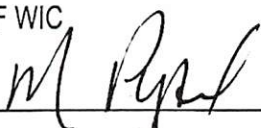
SECTION ##. GROUP LIFE INSURANCE


Regular full-time, part-time and limited term employees shall receive 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 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.

PAMF WIC

Date: 11-15-22

ESC

Date: 11/21/2022

This tentative agreement is effective upon ratification from the membership and approval by the ESC Executive Board.

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PAMF-WIC – ESC
Tentative Agreement
Subject to Overall Agreement
February 2, 2022
Tuition Reimbursement

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

PAMF-WIC – ESC
Tentative Agreement
Subject to Overall Agreement
February 2, 2022
Tuition Reimbursement

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).

PAMF-WIC

Melissa Pytel

Date: 3/14/2023

ESC



Date: 2/24/2022



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PAMF WIC – ESC
Tentative Agreement – Union Access
September 22, 2022

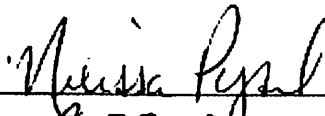
Subject to overall agreement.

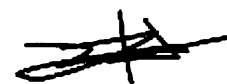
SECTION XX UNION ACCESS

The authorized representative of the Union shall be allowed to visit the facilities 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 shall not interfere with the work of APCs during the visit or cause them to neglect their work and shall limit their activity to matters arising under the Agreement. The Union representative conferring with APC's will do so only upon the APC's free time and ~~in public areas separate from any patient care area or patient waiting area~~ in an unoccupied patient care or consultation room.

PAMF

ESC


Date: 9-22-22


Date: 9/27/22

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