

**AGREEMENT
BETWEEN
SUTTER SANTA ROSA REGIONAL HOSPITAL
and
ENGINEERS & SCIENTISTS OF CALIFORNIA
LOCAL 20 IFPTE AFL-CIO & CLC**

November 23, 2022 through November 22, 2025

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ARTICLE 1 - PREAMBLE

This Agreement between the duly appointed representatives of Sutter Santa Rosa Regional Hospital, hereinafter referred to as "SSRRH", and the Engineers and Scientists of California, International Federation of Professional and Technical Engineers, Local 20 (AFL-CIO & CLC), hereinafter referred to as "Union", summarizes the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Agreement. This Agreement shall apply only to those Full-Time and Part-Time employees in classifications covered in Appendix A.

ARTICLE 2 - DEFINITIONS

Effective June 5, 2022 for employment classifications and upon ratification for other changes: (note: The change in the definition of Full-Time, Part-Time, and Short Hour statuses is not intended to increase or reduce FTE status, pay, benefits, rights or obligations afforded under the current collective bargaining agreement)

Base Hourly Rate: the hourly rate corresponding to the wage step in the wage range to which the employee is assigned.

Break in Service: a break in employment from the Employer such as a termination or resignation. A break in service does not occur because an employee is in an unpaid status.

Emergency Operations: the performance of hospital services during extra-ordinary circumstances effecting patients and/or staff such as disasters, general power failure, bomb threats, mass illnesses or other such occurrences lasting hours to days.

Employee: any person legally employed by SSRRH and a member of the bargaining unit represented by the Union.

Employee Full-Time: an employee who is regularly scheduled to work at least sixty hours per pay period (0.75 to 1.00 FTE). The FTE hours may be adjusted by mutual agreement through the Personnel Action Notice process.

Employee Part-Time: an employee who is regularly scheduled to work at least forty, but less than sixty hours per pay period (0.5 to 0.749 FTE). The FTE hours may be amended by mutual agreement through the Personnel Action Notice process.

Employee Short Hour: An employee who is regularly scheduled to work at least sixteen, but less than

forty hours per pay period (0.20 to 0.49 FTE). The FTE hours may be amended by mutual agreement through the Personnel Action Notice process.

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

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

Flex-Time Work Schedule: a work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her work schedule in accordance with written arrangements agreed to by the employee and the department manager.

Hours Worked: all time spent by the employee while the employee is engaged in duties or activities required by SSRRH and pursued necessarily and primarily for the benefit of SSRRH.

Pay Date: each employee shall be paid for each hour of pay status and other compensation six (6) calendar days after the end of the pay period. If a holiday falls on a pay date, advance notice of alternative pay date will be communicated to all employees.

Pay Period: fourteen (14) consecutive calendar days which begins on a Sunday and ends with the second Saturday thereafter.

Pay Range: the pay level for any given classification.

Pay Status: The time for which the employee is being paid. This includes hours worked, PTO, or any leave for which the employee is paid by the Hospital.

Personnel File: is defined as the official employee personnel record maintained by SSRRH and kept in the Human Resources Department. Guidelines related to the content and storage of personnel files shall be in keeping with legal and regulatory requirements.

Introductory Period: a period of time from the date of hire (see Article 9.4 for specifics) during which a new employee may be involuntarily terminated by SSRRH without recourse to the Contractual provisions outlined in this document.

Release Time: the time for which an employee is scheduled for work and is released from work duties to attend to Union Business at the request of the Union through the Human Resources Department.

Regular Work Schedule: the determination by SSRRH of an employee's specific work days, work weeks, and work shifts, established on a regular, ongoing basis.

Corrective Action: a written warning stating that failure to correct a specific deficiency or deficiencies which may result in further corrective actions including, but not limited to, suspension without pay, demotion in classification, reduction in base wage or termination of employment.

Seniority: the status an employee secures by the length of continuous service with the Hospital from the most recent date of hire and will be defined as length of service in the ESC bargaining unit.

Split Shift: non-consecutive hours of work within a work day.

Sutter Santa Rosa Regional Hospital (SSRRH): A non-profit business enterprise including Board of Trustees and Chief Executive Officer and encompassing the acute care operations and clinics and other services covered under its Department of Health licenses.

Union Business: time spent by an employee to represent another employee or employees in matters of corrective actions, grievances or negotiations; in conducting meetings or gathering/disseminating information; holding special elections or ratifications; or serving on committees as a representative of the bargaining unit or employees as a whole when initiated by the Union or SSRRH.

Work Shift: the hours an employee is scheduled to work within a regular or alternate work day.

Work Week: midnight Sunday through 11:59:59 pm Saturday. This definition does not eliminate or supersede the definition of weekend (Article 10.13) for purposes of extra pay for consecutive weekends worked.

Work Unit: a group of employees working under the same cost center i.e. Pharmacy, Clinical Lab, Social Services, Nutrition Services, Physical Therapy, Occupational Therapy, etc.

ARTICLE 3 - RECOGNITION

3.1 SSRRH recognizes ESC, Local 20 IFPTE as the sole recognized employee organization for the Health Professional Non-supervisory Bargaining Unit described in Appendix A. The bargaining unit consists of all Full-Time and Part-Time employees in the classifications listed in Appendix A which is referred to and made part of this Agreement.

3.2 Excluded from the bargaining unit are per diem employees, employees represented by another employee organization, supervisory and unrepresented employees.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

Reservation of Rights

The employer retains all rights, powers, duties, responsibilities and authorities of a managerial or administrative character, except as specifically modified by the express provisions of this Agreement.

4.1 Employer Rights

The Medical Center retains all rights, privileges, standards and practices not explicitly covered by the terms of this Agreement. This includes, but is not limited to, the right of the Medical Center to manage the Medical Center and to direct its employees, including the right to determine appropriate staffing levels in accordance with applicable laws, to establish lawful policies and procedures, to establish reasonable work standards and rules, to determine the type and scope of services and hours of operation, and to determine the methods, procedures, and means of providing health care services, the right to hire, corrective action or involuntary termination for just cause, the right to assign, transfer, layoff, and promote employees.

4.2 Contracting Out Bargaining Unit Work

Prior to the Board of Trustees taking formal action to contract out bargaining unit work represented by the Union, SSRRH will inform the Union in writing of any substantial efforts being undertaken by SSRRH to consider contracting out such bargaining unit work. SSRRH will share with the Union any reports on such matters addressed to the Board of Trustees, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union. If the Board of Trustees takes formal action to contract out any bargaining unit work, SSRRH will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his/her position or be reduced in regularly scheduled work hours as a result of the contracting out action. SSRRH will send the Union a copy of all employee notices. The 90-day notice will specify that the employee will lose his/her position or be reduced in work hours effective 90 calendar days from the date the employee receives the notice.

If SSRRH should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's work days remaining within the 90-day notice period. In the event that an employee receives a 90-day notice, SSRRH will continue to make reasonable effort to place the affected employee in other available positions within SSRRH for which the employee is qualified consistent with layoff and restoration language of this Agreement.

In return for the foregoing, the Union agrees SSRRH is under no obligation under state or federal law to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out.

4.3 Consultation Procedure

The employer agrees to fully consult with the Union by complying with the following procedure prior to implementing any changes in an existing policy or practice affecting an employee's conditions of employment. SSRRH shall provide a written copy of the proposed policy or practice change(s) to the Union's Business Agent at least fourteen (14) calendar days prior to the date of implementation of the proposed policy or practice; meet and fully discuss the proposed change(s) with the Union's Business Agent and/or designee(s), and, upon their request receive the Union's recommendations and concerns.

4.4 Party Cooperation

The Union and the Employer will both make their best efforts to achieve the highest level of employee performance and production consistent with safety and good health.

4.5 Right of Employer as to Employee Conduct

The employer may establish reasonable policies regarding the conduct of covered employees in connection with their employment.

4.6 Employees' Right to Review Evaluations and Warnings

Employees shall be provided a copy of, and be allowed the opportunity to read and sign performance evaluations or letters of warning prior to their placement in the employee's personnel file. Employees shall also have the right to provide a written response to any negative performance evaluation or letter of warning and have it placed in their personnel file. This response must be made within 60 calendar days, exclusive of previously scheduled leave, of the employee's receipt of the performance evaluation or letter of warning.

4.7 Access by Union

- a) The Union and its authorized representatives have the recognized right to represent all members of the bargaining unit on all matters within the scope of representation. An employee has the right to represent herself or himself in accordance with the National Labor Relations Act.
- b) Duly authorized representatives of the Union shall be permitted to enter the facilities operated by the Employer at all reasonable times to transact Union business and observe conditions under which employees are employed; provided, however, that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees including but not limited to patient confidentiality and privacy regulations.

- c) Subject to the approval of the HR Director or a designated management representative, Union-paid representatives and Union Stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.
- d) With the approval of the designated management representative, investigation of grievances or pre-corrective action investigations may be conducted on an employee's time. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified shall be conducted on the employee's own time (rest breaks, meal periods, before or after work). SSRRH agrees to provide the Union with a list of designated management representatives to keep such list updated.
- e) Union representatives shall be allowed access to an employee's personnel files; after the employee's written consent is presented to Human Resources.
- f) The Employer shall provide a bulletin board at each facility for posting notices of Union activities. A designated Union representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished to the Employer before posting.

4.8 No Strike

SSRRH and the Union both acknowledge that the Employer's services to the community differ from those of other industries in that they must be carried on continuously, and agree that therefore there shall be no lockout on the part of SSRRH nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to assure that there will be no strike, lockouts or work stoppage, instead, all disputes or other matters of controversy coming within the scope of this Agreement shall be settled by the Grievance Procedure.

Neither the Union nor its members, or agents, or representatives, or the employees, or person's acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike or other work stoppage for any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located; including but not limited to, disputes which are subject to the grievance and arbitration provisions of this Agreement and disputes which are specifically not subject to the grievance and arbitration provisions of this Agreement.

SSRRH shall not cause or engage in any lockout of its employees during the term of this Agreement. The term "lockout" does not include the involuntary termination, suspension, termination, retirement, layoff, or failure to recall to work, employees by SSRRH in the exercise of its rights as set forth in any provision of this Agreement.

4.9 Health and Safety

The Employer shall provide reasonable and safe working conditions consistent with accepted standards for the nature of the process and work performed. Work assignments shall be made only if they are in accordance with this principle. Work conditions which appear to be inconsistent with this principle may be brought to the attention of the area supervisor by any employee; and, if the supervisor is unable to resolve the problem, it may be submitted for investigation by the Facility Safety Committee. Thirty (30) days following ratification of this Agreement the Union may designate an employee representative to be assigned to the Facility Safety Committee. Such attendance in safety committees shall not result in loss of pay to employees.

4.10 Stewards

The Union may designate Stewards from among employees in the bargaining unit. Stewards have the right and obligation to represent and assist individual employees as provided for under the law. The Union will provide SSRRH's Human Resources Director with a current and updated list of Stewards.

4.11 Steward Duties

Duties required by the Union of its Stewards, except for attendance at formal meetings with the Employer, supervisory personnel and aggrieved employees arising out of a pre-corrective action investigation, pre-corrective action meeting, or any meeting under the grievance procedure, will not be done on the Steward's duty time, unless otherwise approved by the Steward's supervisor or other authorized management official, nor interfere with any other employee's regular work assignments. No Steward may leave duty or work for purposes of Union representation without the specific approval of the Steward's supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. (Corrective action as used in this provision shall mean oral or written corrective actions, suspension without pay, involuntary demotion, or involuntary termination.) The Union and the Employer agree that employee performance evaluation meetings which do not include a discussion of corrective action will not create a right for Steward representation or assistance at the meeting.

While the Union is free to choose its Stewards from employees, it agrees that the number of Stewards from any one department, division or work unit will not hinder effective working relationships or productivity and delivery of services. The Union's request for Steward release time shall not be made capriciously or arbitrarily and release time demands of any one employee shall be within reasonable limits. SSRRH will not take reprisal against any Steward for the Steward's protected activities as provided for under this Agreement.

4.12 Membership Dues

SSRRH agrees to deduct all Union dues, insurance premiums and assessments from the pay of those employees who have authorized such deductions be made. SSRRH will promptly remit the periodic Union dues or service fees to the Union, together with a list of names of employees for whom deductions were made.

4.13 Meeting Space

Upon request of the Union, SSRRH may provide meeting space outside working hours, provided such space is available and the Union complies with all departmental rules and policies. Request for use of facilities shall be made in advance to the Human Resources Department, and will indicate the date, time, and general purpose of the meeting and facilities needed.

4.14 Classification Study Requests

In response to a written request from a department head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of such request, and if possible, indicate the general priority, if known, within thirty (30) calendar days of the date said request is received by the Human Resources Department. The Human Resources Director or designee will review the status of pending classification study requests with a staff member of the Union upon request.

4.15 Non-Discrimination

Neither SSRRH nor the Union will discriminate against any employee because of the employee's legitimate Union activity or non-involvement in Union activity, or by reason of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability or veteran status in accordance with applicable state and federal law, union or political affiliation, or medical condition (cancer or other conditions protected by the California Fair Employment & Housing Act).

4.16 Harmonious Labor-Management Relations

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

4.17 Union Membership

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

All new employees subject to this Agreement first employed by SSRRH after the execution date of this Agreement shall as a condition of employment either (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union amounts equal to the

periodic dues applicable to members of the Union commencing within thirty (30) days after employment as a service fee.

On a monthly basis, SSRRH will provide the Union with a data run of new hires and terminated employees who are, will be or were members of ESC Local 20. The data run shall include the employee's name, date of hire or termination, classification, department, employee ID number, FTEs, pay rate per hour, home address, and home telephone number. The data run shall be sent by email to a person designated by the Union to receive it.

On a quarterly basis, to a person designated by the Union, SSRRH shall send a Member Report to the Union by email, showing each employee's name, date of hire, classification, department, employee ID number, FTEs, pay rate per hour, step, seniority status, Union status, home address, and home telephone number.

The names and addresses provided to the Union shall be kept confidential.

The Union recognizes and respects the legal right of each employee to their privacy and agrees not to use or allow others to use any information obtained pursuant to this agreement for commercial gain or in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless SSRRH, its officers, employees and agents, from any claim, liability or damage arising from the Union's breach of its duty under this Agreement.

4.18 Release Time

Upon request from the Union Representative, or designee, SSRRH agrees to authorize member(s) of the Union release time to attend to Union Business. The Union shall specify in the request whether the time to be used will be on paid time or unpaid time. If paid time is to be used, SSRRH will authorize up to 48 (forty-eight) hours of paid release time per calendar year. Pay for release time hours will be at the Employee's hourly wage. The union may roll over unused hours limited to hours from previous calendar year. Request for hours shall be made to the Human Resources Director or designee fourteen (14) days in advance of requested time if possible, unless otherwise mutually agreed upon. In all cases, release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the Employee's supervisor, manager, or director before leaving a work assignment. The Union shall notify the Employer at least two (2) weeks in advance of the sessions indicated below of the names of Employees selected. The Union will notify the Employer as soon as possible of any changes to the Employees selected following initial notification.

The types of Union Business covered under release time are as follows:

1. Processing of grievances, including initial investigations of potential grievances.
2. Appearing as a witness of Union at arbitration
3. Union trainings and Union meetings

4. Ratification Meetings
5. Negotiations (including preparation)

SSRRH also agrees to authorize eight (8) hours of paid release time for one union steward from each of the following work units, over the course of this contract, in order for them to attend Steward Training(s):

1. Pharmacy
2. Clinical Lab
3. Social Services
4. Nutrition Services
5. Physical Therapy
6. Occupational Therapy

Additional paid release time may be negotiated for the Union Bargaining Team when the parties commence negotiations for a successor agreement.

4.19 LEAP/COPE Checkoff

Employees can make contributions to the Union's Legislative Education and Action Program/Committee on Political Education (LEAP/COPE), which comprises of exclusively voluntary contributions, completely separate from union dues money that can be used for legislative and political issues that impact our membership. The union will administer LEAP/COPE contributions directly with employees. It is understood by all parties that such contribution will be on an individual and voluntary basis.

4.20 New Employee Information and Representation

SSRRH shall notify new employees that the Union is the recognized employee organization for the employee's classification. The Union shall have the opportunity to make a ten (10) – minute presentation at the end of each new employee orientation program presented by SSRRH. The content of the presentation shall be mutually agreed upon by Human Resources and the Union Representative. The presentation shall be factual and not inflammatory in nature. SSRRH shall provide the Union with a list of scheduled NEO dates and at least forty-eight (48) hours prior to each NEO shall provide a list of expected ESC Local 20 orientees, if any.

Union stewards shall be authorized to receive the names and addresses of new employees, and are entitled to contact all newly-hired employees to present Union information, on the steward's and employee's own time (meaning rest breaks, meal breaks, and after work hours).

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Application

This article is intended only as a basis for outlining standards for work, work schedules and a basis for calculating overtime payments.

- a) Hours specified under types of employment (Full-time and Part-time as defined in DEFINITIONS) indicate a commitment by SSRRH to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.
- b) As per the definition of "Regular Work Schedule" set forth in DEFINITIONS (Article 2), SSRRH will establish employees' specific work days, work weeks, and work shifts on a regular, ongoing basis.
- c) As long as there is sufficient work, Full-Time and Part-Time employees will be scheduled to work their Full Time Equivalent (FTE) hours in the Regular Work Schedule established by SSRRH prior to offering those shifts to per diem staff.

5.2 Posting of Work Schedules

For the convenience of employees, work schedules will be posted at least fourteen (14) days in advance.

5.3 Changes of Work Schedule

- a) Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than 48 hours prior to the beginning of the schedule change.
- b) Failure to give the two (2) days notice to a full-time or part-time employee shall entitle the affected employee to one and one half times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until 48 hours notice is given, unless the employee voluntarily agrees to the change.
- c) Any full-time or part-time employee who doubles back to work without a rest period of at least eight (8) hours, will be paid at the overtime rate at the start of the subsequent shift until such time that a rest period would have been equal to eight (8) hours. Hours worked beyond that point will continue to be subject to Article 5.5 application.
- d) Distribution of Standby, Overtime, and Additional Hours

The Hospital will distribute standby duty, overtime, and additional hours in a rotational sequence on a day-by-day basis, established by seniority among those qualified employees in any one contract classification concerned, who have volunteered to be on standby or work overtime. Per Diem employees shall only be offered overtime and additional hours after Full

Time and Part Time employees have been offered overtime and additional hours in any one contract classification. Nothing in this section shall be interpreted in such a way as to compel the employer to offer premium pay prior to exhausting non-premium options.

The employer shall have the right to schedule mandatory overtime, stand by and additional hours in accordance with the process below:

If no one volunteers to work the overtime, take the standby or additional hours, they will be assigned on a rotational sequence, by reverse seniority. Rotational sequence shall mean that the next employee in the seniority rotation shall receive the additional hours or overtime. The employee shall not be considered again until a full rotation of all employees has been completed.

e) Shift Assignments and Increases in FTE

Changes in shift assignment and increases in FTE shall be offered according to seniority among the qualified employees in the affected job class.

f) Open Positions

If a position within the bargaining unit becomes available, qualified bargaining unit applicants will be considered before applicants outside the bargaining unit.

5.4 Overtime

Overtime for all employees is defined as hours worked:

- a) in excess of 80 hours in a pay period;
- b) in excess of 8 hours (for a 5/8 schedule) or 10 hours (for a 4/10 schedule) on a regular work day or in excess of the normal full time work schedule established by SSRRH;
- c) overtime shall be accrued at the rate of one and one half (1½) hours for each overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be accrued at the rate of two (2) hours for each consecutive one (1) overtime hour worked;
- d) a part time employee who works in excess of eight hours (8 hours/5days) or 10 hours (4/10) on a shift with a portion of the time worked extending past the end of the employee's regular workday shall be entitled to overtime for all hours over 8 or 10 hours respectively. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in the same regular workday;

e) any time worked on a holiday as provided for in this Agreement in the Holidays Observed section;

f) hours actually worked on the seventh consecutive full (8 hour) day and any consecutive full (8 hour) days worked thereafter;

g) and, hours actually worked on the sixth consecutive full (10 hour) day and any consecutive full (10 hour) days worked thereafter.

5.5 Overtime Required and Authorized

SSRRH may require or authorize an employee to work overtime if such overtime is necessary in the judgment of SSRRH. No employee shall work overtime unless authorized by the employee's supervisor.

5.6 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth herein may apply with respect to a particular unit of time.

5.7 Hours Included for Overtime

All hours actually worked will count toward overtime.

5.8 Cancellation

a) Voluntary Shift Adjustments

A voluntary system shall be used in each hospital work unit for temporary adjustments in hours, assuming that remaining employees possess comparable skill levels. Employees who volunteer may use available PTO or take the time unpaid. Consent for such pay is considered granted by the approval of the employee's timecard. Employees should be notified if there are changes made to the timecard after approval. Full-time and part-time employees shall be offered voluntary shift adjustments, in seniority order, before per diem employees.

b) Reduction in Hours

Should there be no volunteers, the hospital work unit's management shall consider skills and seniority in reducing hours based on the following order:

1. Temporary agency employees within the work unit.
2. Per diem employees within the work unit.
3. Per diem employees in another work unit if the least senior full-time or part-time employee in the respective unit has comparable skills as demonstrated on Competency Based Assessment necessary for assignment to a different unit (e.g. Pharmacy, Laboratory)

4. The least senior full-time or part-time employee in the respective work unit based on seniority and Competency Based Assessment where applicable.

Employees subject to involuntary temporary adjustments in hours under this provision may use accrued PTO to cover the reduced hours.

c) Inappropriate Temporary Adjustment in Hours

A full-time or part-time employee who is inappropriately reduced in hours according to the procedural requirements shall be notified by management and entitled to be exempted the next time the employee's hours are to be reduced.

d) Maximum Involuntary Temporary Adjustment in Hours

Full-time employees who are subject to involuntary reduction in hours may be reduced by a maximum of eighty (80) hours in any calendar year. Part-time employees who are subject to involuntary reduction in hours may be reduced by a maximum of forty-eight (48) hours. Employees shall not be reduced in hours for more than one shift in a pay period and may use available PTO to cover the reduced hours or take the time unpaid. Consent for such pay is considered granted by the approval of the employee's timecard. Employees should be notified if there are changes made to the timecard after approval.

e) Inappropriate Reduction Beyond Maximum

Full-time or part-time employees who are inappropriately reduced in excess of the maximum specified above shall receive the employee's base hourly rate and shift premium, if any, for every hour reduced inappropriately.

f) Notification of Temporary Adjustment in Hours

Reasonable effort shall be made to notify employees of reductions as soon as possible. The communication attempt must occur at least two (2) hours prior to the beginning of the scheduled shift. If not near a telephone during the notification hours immediately prior to the scheduled shift, it is the responsibility of the employee to contact the designated person for confirmation of work hours.

g) Required Notice Not Given

If the employer fails to make a reasonable effort to notify the employee at least two (2) hours prior to the beginning of the scheduled shift, the employee shall be entitled to no more than 4 hours of the scheduled work and pay within the shift in which it occurred. Employees will be given the option to waive the 4 hours of work and pay or use PTO in an amount equal to the cancelled shift.

h) Not a Layoff

No actions under this article shall be considered a lay-off under the lay-off provisions.

5.9 Rest Periods

Each department head shall grant rest periods to employees, except where unusual operational demands prevent a rest period. Rest periods will not be unreasonably or consistently denied. Rest periods shall not exceed 15 minutes in any four consecutive hours of work and shall be considered as time worked.

5.10 Meal Periods

Employees shall be granted a duty-free meal period during each work shift. The duration of the meal period may be not less than 30 minutes nor greater than 60 minutes. Different meal periods may be assigned to different work units in the same department or division. Duty-free meal periods shall not be considered as time worked. In those special circumstances where SSRRH determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the department manager, the employee shall be assigned to a non-duty free meal period which shall be considered as time worked. If SSRRH plans to modify this section, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with their supervisor before final action is taken.

5.11 Initiation of Alternate Work Schedules (AWS)

SSRRH may implement an AWS, on a schedule set forth below herein, for a division, department, job classification, shift, separate physical location, or recognized subdivision of one of the below work units, after providing forty-five (45) calendar days notice to the Union and employees affected. SSRRH will meet with the Union upon request to discuss the proposed AWS and any alternatives proposed by the union or employees. At the expiration of this forty-five day notice period, the Medical Center may in its discretion implement the initial proposed AWS.

The Union may propose an AWS for a division, department, job classification, shift, separate physical location, or recognized subdivision of such work unit. The Medical Center shall meet with the union and employees affected to discuss the union's proposal. The Medical Center may, in its discretion, implement the union's proposed AWS.

An employee may request an individual AWS. Such request shall be made in writing to both the Union and SSRRH.

AWS Hours of Work:

Four Ten-Hour Schedule: The straight-time regular workweek for employees assigned to a four ten-hour AWS shall consist of no more than forty (40) hours, four days a week. A straight-time regular workday shall consist of no more than 10 hours worked within one workday. Work in excess of ten (10) hours in a day or in excess of forty (40) hours in a workweek shall be paid at an overtime rate.

Ten-Hour Seven on Seven off: The straight-time regular work period for employees assigned to seven consecutive ten-hour shifts followed by seven consecutive days off shall consist of no more than seventy (70) hours, seven days during a fourteen-day week period. This will consist of an alternative work schedule arrangement of one workweek of forty (40) hours (i.e. four 10-hour days) and a second workweek of thirty (30) hours (i.e. three 10-hour days). A straight-time regular workday shall consist of no more than 10 hours worked within one workday. Work in excess of ten (10) hours in a day or in excess of forty (40) hours in one workweek or in excess of thirty (30) hours in the other workweek shall be paid at an overtime rate. This section cancels out the overtime provision in section 5.5(g) of the contract except in the case of Night Shift Pharmacists. Night shift pharmacists shall continue to receive overtime on the sixth consecutive day and any consecutive full (10 hour) day worked thereafter per section 5.5(g).

Three Twelve-Hour Schedule: The straight-time regular workweek for employees assigned to a three twelve-hour AWS shall consist of no more than thirty-six (36) hours, three days a week. A straight-time regular workday shall consist of no more than 12 hours worked within one workday. Work in excess of twelve (12) hours in a workday or in excess of forty (40) hours in a workweek shall be paid at an overtime rate.

Rest and Meal Periods (AWS): In each 12-hour shift there will be three (3) 15-minute rest periods without reduction in pay. In each 10-hour shift, there will be two 15-minute rest periods without reduction in pay. Employees working AWS schedules that include workdays more than 10 hours waive one of their two meal periods. The remaining single, 30-60 minute unpaid meal period shall be provided as close to the middle of the shift as possible. Employees working AWS schedules who are non-direct patient care employees, as defined by California Wage Orders, will begin the 30-60 minute meal period no later than hour 5 of work.

Unpaid meal periods greater than 30 minutes in length are required to be approved by management.

If an employee is unable to work a new AWS schedule, the Medical Center and the Union shall meet in good faith to determine whether a reasonable accommodation is available that would allow the employee to work no more than eight (8) hours in a workday.

ARTICLE 6 - STAFF DEVELOPMENT

6.1 Professional Development

Each employee in the bargaining unit shall be entitled to use professional development funds based on the following pro-rated scale:

FTE	
.75 - 1.00	\$1,500
.5 - .749	\$750

Employees hired, or per diem employee who change to a benefit eligible status, on or after July 1 of the year, will be eligible for half of the benefit amount stated above. Part time employees who increase their FTE and become full time on or after July 1 will be eligible for half the difference between the part time and full time benefit.

Requests for funds may be submitted electronically or with a Request for Payment/Reimbursement form and supporting documentation (such as proof of payment and proof of completion) to your department manager for approval, pursuant to SSRRH policy.

Allowable expenses are:

- a) Membership dues to professional organizations that are related to a profession that SSRRH employs;
- b) Costs associated with enrollment in a course of study approved by the employee's department manager or designee and that is related to a profession that SSRRH employs;
- c) Books, journals, periodicals, CD's, DVD's, downloadable computer software* and any other media approved for employees by the department manager during the term of this Agreement and which are directly related to a profession that SSRRH employs. Computer hardware (e.g. PDA, Pocket PC, etc.) purchases are not an eligible expense under this Professional Development benefit.

* Installation of any software on SSRRH owned computers must be approved by the System Support Manager or designee. In the event that the request is not approved to install the software due to licensing concerns, consideration may be made for SSRRH to purchase software directly, provided the department manager determines the software to be beneficial and within departmental budgetary boundaries for a particular employee group.

- d) Travel, lodging and other expenses which are necessary for an individual to attend professional meetings, conferences or seminars.
- e) Professional license fees required by the employee's classification or deemed highly desirable by the department head.
- f) Employees shall not be required to use professional development funds for mandatory trainings pursuant to 6.4 of this agreement.

The payment of funds to employees under this section may be made on a reimbursement basis. Each claim for reimbursement shall total at least twenty-five (25) dollars, unless the remaining

balance of unspent funds is less than \$25. Two or more claims of less than \$25 each but totaling \$25 or more may be submitted as one claim for reimbursement during the year in which the expenses occurred, provided that funds will not be authorized for employees who receive or who are authorized to receive funds from another source.

6.2 Continuing Education Leave

Each full-time employee is eligible for 40 hours of Continuing Education Leave per year; each part-time employee is eligible for 20 hours of Continuing Education Leave per year.

Approval is required in advance for Continuing Education Leave.

As with Professional Development funds, any new employee, or employee who becomes benefit eligible, on or after July 1 of the year will be eligible for half the benefit indicated above. Part time employees who increase FTE and become full time on or after July 1 will be eligible for half the difference between the part time and full time benefit.

Continuing Education Leave is subject to the following conditions:

- (a) Courses taken on SSRRH time must be directly related to the employee's present position, or career advancement within SSRRH or in a course of study approved by the employee's department manager or designee and that is related to a profession that SSRRH employs.
- (b) Requests for such leave must be approved by the employee's department manager or designee. Such leave will not be unreasonably denied. If requested leave is denied, employees shall be provided a response that includes the reason for denial.
- (c) Approval for such leave will be based, in the judgment of SSRRH on the needs of SSRRH, the needs of the employee and the availability of adequate resources to cover the absence of the employee.
- (d) Time spent by an employee on an approved continuing education leave will be considered as normal time worked for the period of the employee's absence which falls within the employee's regular work schedule.
- (e) Approval of one course does not automatically constitute approval for an entire series unless specifically authorized by the employee's department manager or designee.
- (f) Employees shall not be required to use continuing education leave for mandatory trainings pursuant to 6.4 for this agreement.

6.3 Inservice Training

SSRRH shall make every effort to provide a program of in-service training that is designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be required by the department manager. Decisions by department managers on requests by employees should be based upon the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; and the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development. Nothing in this subsection shall preclude the right of an employee to ask to attend a specific training or an Inservice in another department.

6.4 Mandatory Training Reimbursement

If SSRRH requires an employee to attend a specific course or program, SSRRH will bear the cost of the course or program and reasonable expenses. For requirements that are new to an established Job Description, SSRRH will pay the cost for the employee's initial training/education. If the requirement necessitates ongoing maintenance or re-certification, the employee will be responsible for the costs, and may choose to use Professional Development Funds and/or Continuing Education Leave.

6.5 Training Requests

When several employees within a department make requests to attend training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed in Continuing Education Leave above, the department manager shall establish an attendance list based upon the following order of priority: prior identified training needs; prior attendance at similar courses; and seniority.

6.6 Training Agreements

When attendance at any one course extends over a period in excess of four (4) days, whether consecutive or at regular intervals, and when an expenditure of \$500 or more is required to cover expenses, then an employee shall be required to sign an agreement wherein the employee shall reimburse the Employer for costs of the training, including tuition, books, travel and living expenses paid by the Employer, if the employee leaves SSRRH employment within one (1) year after completion of the training course. If the employee leaves SSRRH employment between one (1) and two (2) years after completion of the training course, the employee will reimburse SSRRH for one-half the cost. An Inservice Training Agreement shall not be required where a department requires an employee to attend in-service training. This section (6.6) is not grievable or arbitrable. SSRRH shall not require reimbursement from an employee who is involuntarily laid off from SSRRH employment.

ARTICLE 7 - PAID TIME OFF

7.1 Paid Time Off (PTO) Program

A. Eligible Employees

Full time, part time, short hour, and limited term employees are eligible to accrue PTO.

B. PTO Bank, Accrual, and Pay

1. PTO hours begin accruing on the first day an eligible employee moves into an eligible status, according to the accrual table below.

2. 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.

3. PTO hours accrue each pay period, based on all hours paid, including overtime, exclusive of standby, call-back guarantee, and missed meal/break premiums. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their timecard reflects low census hours.

4. PTO pay includes the employee's base hourly rate and applicable shift differential, if any.

5. PTO hours accrued in excess of three hundred and twenty-eight (328) hours will be subject to mandatory payout as outlined below.

C. 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.

D. Accrual of PTO

Year of eligible service (Change processed at start of pay period) (26 pay periods in 1 yr.)	Maximum Accrual per Pay Period
Less than 1 year	8
1st through end of 3rd year	9.54
4th through end of 8th year	11.08
9th year and above	12.62

E Use of Accrued PTO Hours

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

8. 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.

F. Voluntary Paid Time Off (PTO) Sellback Program

1. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a "sell-back" of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.

2. Requested "sell-back" hours will be paid on the first pay date in April of each year.

3. The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.

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

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

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

G. PTO Payment due to Hardship

1. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer's PTO policy. The definition of hardship in the policy may be modified as required by law and is not subject to bargaining.

2. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.

3. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.

4. Documentation substantiating the hardship will be required prior to approval.
5. Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.
6. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

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

1. Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law and is not subject to bargaining.
2. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency. Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.
3. Prior to requesting PTO donations, an employee or designee must submit a Request for PTO Donation claiming a medical emergency.
4. An employee requesting to donate and transfer PTO hours to another employee should complete the Request to Donate PTO Hours form and submit it to HR for review and approval.
5. The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation. Payroll will release donated PTO hours as needed each pay period. HR will notify donors of excess donated PTO hours that will not be used. Excess donations are not processed to the receiving Employee's PTO bank.
6. The donated PTO hours will be deducted from the donor employee's PTO bank as needed. (Note: The donor employee does not get pension credit for the hours or the compensation value of the donated PTO.) These hours will be converted to dollars based on the donor's current hourly salary excluding any shift differential. Then these dollars will be converted back to the appropriate number of PTO hours based on the recipient employee's current hourly salary excluding any shift differential. (Note: The received PTO is included in the recipient employee's gross income when used. Therefore, the recipient employee will receive pension credit for both the hours and the compensation value of the donated PTO, up to certain limits established by federal tax law.) The donated PTO will be subject to taxes and appropriate withholdings when paid.

I. 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 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 Hospital shall integrate accrued PTO with all applicable forms of wage replacement.

7.2 SHORT-TERM DISABILITY

A. Accumulation

All benefited employees working at least 16 hours per week (.4FTE) are eligible for short-term disability (STD) benefits after 12 months in a benefit-eligible position. STD supplements the employees benefit up to sixty-six and two-thirds (66.67%) of the employee's pre-disability earnings for up to a maximum of 180 days, when integrated with State Disability Insurance (SDI) and/or Workers Compensation (WC).

Employees may supplement STD with accrued and unused PTO and/or ESL hours to increase their benefit to 100% of their pre-disability earnings (base pay plus any regularly scheduled shift differential pay). Employees must notify the Hospital of their desire to use PTO and/or ESL when they initiate the STD benefit claim, subject to terms of the STD program and ESL provisions/policy. This is a one time, irrevocable, choice on the employee's part and cannot be made at a later date.

B. Elimination Period

There will be a seven (7) calendar day elimination period before benefits are paid for non-occupational injuries and illnesses and a three (3) calendar day elimination period for occupational injuries or illnesses. Accrued, unused PTO may be used during the elimination period.

C. Proof

The Hospital will require employees to request and be approved for a medical leave of absence to access the plan. A Benefit Claim form certified by a physician will need to be submitted within 14 days from the start of the disability.

D. Integration

Employees must apply for and receive State Disability Insurance or Workers' Compensation benefits. Proof of receipt of SDI or WC must be provided within 45 days of the disability. STD benefits will be subject to integration with Workers' Compensation and State Disability Insurance benefits.

E. When Benefits End

The benefit ends on the earlier of:

- The end of the maximum benefit period of 180 days
- The date you become eligible for Long Term Disability
- The date you are no longer disabled

The benefit also ends if:

- The employee is offered and declines a temporary modified job in an employer provided Connecting to Work program
- The employee is offered and declines a permanent modified or alternate job
- The employee does not obtain employer approval for a leave of absence (or if the leave becomes unauthorized)
- The employee does not comply with the recommendations of a case manager or independent medical examiner
- The employee does not comply with any recommended appropriate care and treatment
- The employee does not submit any required recertification
- The employee is given official notification of termination of employment, or
- This program is discontinued
- The date employment is voluntarily or involuntarily terminated.

An employee may appeal a decision to discontinue their benefit through the grievance process described in Article 14.

F. Return to Active Work (these conditions apply to situations of temporary recovery and/or recurrent disability.

If an employee returns to work:

For 90 Days or Less for a related or unrelated injury or illness, it will be considered a continuation of the prior disability. In this case, the employee will not have to complete a new elimination period. The duration of the prior disability (number of days used) will be deducted from the original 180 days.

For More than 90 Days for a related or unrelated injury or illness, it will be considered a new disability. The employee will be required to complete a new elimination period and a new disability of 180 days will apply, subject to the same terms, provisions and conditions of determining eligibility.

G. Extended Sick Leave Balances

- a. Any Sick Leave balances available at the time of transition to STD will be retained, but capped at their present amount. No further accrual of ESL will occur after April 1, 2013.

H. Transition Period:

- Effective the start of pay period following the implementation date, ESL accrual will cease and will be replaced with STD. If an employee is on leave on the effective date of the change, the employee will be permitted to access any available ESL under the current terms and will not be eligible for STD for the duration of the current leave.

I. Health Insurance Benefits During STD

The Hospital will maintain the employer's portion of an employee's health, dental, vision, life insurance, and long-term disability insurance while the employee is receiving the STD salary continuation benefit.

J. Job Protection During STD

Employees receiving STD will be reinstated to the same or a comparable position as the one held prior to receiving STD, except that nothing in this provision shall limit the employer's right to reorganize, expand, or curtail any service in the same manner as if an employee had not been on STD. In the event an employee's position is eliminated, the employee will have the same rights as if s/he were not on STD at the time of elimination. The employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had not been on STD.

7.3 Holidays Observed

Employees will be entitled to premium pay for hours worked on contractually recognized holidays. Employees will be entitled to premium pay at a rate of time and one-half straight time pay for the evening shifts on Christmas Eve Day and New Year's Eve Day.

The holiday premium is provided for the following eight (8) specified holidays:

- New Years Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

Accrual for these eight, in addition to accrual for a birthday and one "floating" holiday are included in the Paid Time Off calculations of which (generally speaking) 1/26th is accrued each pay period throughout the 26 pay periods in a year. In other words, the above referenced holidays are not paid in

addition to the accrued PTO days. Since accruals are pro-rated based on the actual hours worked, the PTO accrual will vary accordingly as fewer or more hours are worked in any single pay period.

Holiday premium pay does not apply for birthday and "floating" holidays.

7.4 Holiday Scheduling

Work on holidays shall first be offered to employees in classification seniority order. If there are not enough volunteers to cover holidays, work on those days shall be assigned to the least senior employees on a rotating basis. Rotational sequence shall mean that the next employee in the seniority rotation shall be scheduled to work the holiday. The employee shall not be considered again until a full rotation of all employees has been completed.

ARTICLE 8 - HEALTH AND OTHER BENEFITS

All full-time, part-time, and limited-term employees are eligible to enroll in Medical, Dental, Vision and Supplemental Life Insurance Benefits, buy-up Long Term Disability (if offered), Flexible Spending Accounts and Voluntary Benefits. Basic Life coverage and Long Term Disability are employer paid, and full-time, part-time, and limited-term employees are enrolled automatically.

Eligible employees may also enroll spouses, domestic partners and dependents into medical, dental, vision or supplemental life insurance. Documentation verifying dependent eligibility, including marriage, domestic partnership, and dependent births is required. Coverage for the employee's dependents is effective first of the month following receipt of applicable documentation, but not earlier than the first of the month following the 30 days as long as documentation is provided within the 60 days noted above.

Eligible employees are covered by the provisions of the Sutter Health Retirement Plan for eligible employees of SSRRH. If there is a "Sutter-wide" proposal to change the plan, SSRRH will meet and confer with the Union.

8.1 Plan Documents or Contracts Controlling

While mention may be made in this Agreement of various benefits and provisions of benefit and retirement programs, specific details of benefits provided under health, dental, vision, life insurance, worker's compensation and long-term disability programs shall be governed by the various plan documents or insurance contracts and/or policies maintained by Sutter Health.

8.2 Health Care

Effective January 1, 2024, implement the new Sutter Select EPO Plus and PPO 4-tier system.

Three Tier	Four Tier
EE Only	EE Only
EE + 1	EE + Spouse
	EE + Child(ren)
EE + 2 or More	EE + Family

The affiliate will offer two (2) medical plan options and shall pay the premium for the lowest cost medical option (e.g. an EPO Plus or similar option) for the eligible employee and the employee's eligible spouse/domestic partner and/or dependent(s).

Alternate Coverage: SSRRH reserves the right to change the insurance carrier or health maintenance organization (HMO) for medical, dental and/or vision to some other insurance carrier or HMO, with the understanding that such change will result in equivalent rather than identical benefits.

- Upon prior notice to the Union, the Union agrees not to oppose the substitution of a comparable insurance carrier or service. SSRRH will offer eligible employees the option to participate in at least one Health Maintenance Organization ("HMO")

A Retiree Health Care Account (RHCA) will be maintained by SSRRH for all eligible ESC bargaining unit employees.

Eligibility: For all regular full-time and part-time employees at age 55 or older with 10 or more years of eligible service (floor/minimum); 1,000 hours within a calendar year = 1 year of service = \$1,000 for the employee's account. Benefit is a minimum of \$10,000 and maximum of \$30,000.

Account Value

Retirement Age	Career Maximum in Account
55 – 59	\$20,000 (e.g., 20 plus years of eligible service)
60 – 64	\$25,000 (e.g., 25 plus years of eligible service)
65 +	\$30,000 (e.g., 30 plus years of eligible service)

- Early Retiree Medical Access Plan (ERMA): The Hospital will provide eligible retirees continued access to the same medical coverage that is available to active employees until the age of 65. Retiree pays 100% of the premium. In the event federal law changes in a way that materially impacts this provision, the parties agree to meet and confer regarding that legislation.

8.3 Dental Benefits

Through December 31, 2017, SSRRH will maintain the same level of dental benefits as were in effect as of the commencement of this Agreement, and will pay the entire cost of the premium for dental benefits for during the term of this Agreement for employees eligible for this benefit

8.4 Vision Care Benefits

The affiliate will offer two (2) vision plan options and shall pay the premium for the lowest cost vision option for an eligible employee and for the employee's eligible spouse/domestic partner and/or dependent(s). If the employee chooses the higher cost option, the employee will be responsible for any premium contribution that exceeds the employer's contribution.

8.5 Participation Eligibility

(a) Waiting Period for Health, Dental and Vision Benefits

Each benefits-eligible employee must use the online benefit enrollment system and enroll within 60 days from their date of hire or date of status change to a benefits-eligible status or date of a qualifying life event. The employee's coverage becomes effective on the first day of the month following 30 days in a benefits-eligible position as long as the employee completes the enrollment process within this timeframe. Otherwise, coverage will be effective first of the month following the employee's election if completed within the 60 days as noted above.

If the employee does not enroll within the original eligibility period, the employee must wait until the following Open Enrollment period to enroll.

8.6 Employees who are eligible for health and dental insurance and decline to enroll in these benefits may receive rebate dollars in the following amounts:

\$1,200/year for medical and \$130.00/year for dental.

Employees may be required to provide proof of other coverage to be eligible for the rebates.

8.7 Life Insurance

Basic life and AD&D Insurance are employer paid and eligible employees are enrolled automatically. The basic life and AD&D insurance benefit is \$50,000. Eligible employees may also elect supplemental life insurance within 60 days from the effective date in a benefits-eligible status or during open enrollment. After a guarantee issue amount, coverage is subject to underwriting requirements established by the carrier.

8.8 Long Term Disability

Basic Long Term Disability (LTD) is employer paid, and full-time, part-time, and limited-term employees are enrolled automatically. The basic LTD benefit is 60% of your pay up to a maximum of \$5,000 per month after 180 continuous days of disability for up to five (5) years. Eligible employees may also elect and pay for a buy-up plan that provides 60% of their pay up to a maximum of \$10,000 per month payable until age 65, if disabled. Coverage is subject to underwriting requirements established by the carrier. The employee must elect the buy-up plan within 60 days from the effective date in a benefits-eligible status or during open enrollment.

1. Enrollment and Eligibility: First of the month following 30 days after the employee is hired into a benefited eligible position or the submission of his/her enrollment, whichever is later, but no more than sixty (60) days from the date of hire to remain eligible for applicable benefit; otherwise, the employee must wait until the next open enrollment. The coverage is effective the first of the month following the carrier's approval, if applicable.

2. The terms for participating in and coverage by the Hospital insurance programs shall be governed by the Hospital policies.

8.9 Medical, Pregnancy, Family Leave

SSRRH complies with all Federal and State laws, as well as the terms and conditions of SSRRH policy concerning Medical, Pregnancy, and Family Leaves. Employees electing not to continue insurance coverage while on Leave of Absence must notify the Disability Management Department within five (5) business days after the first day of the leave.

8.10 Medical Clearance

When an employee is absent due to illness or disability, the Department Manager or Human Resources Department may require that the employee pass a Fitness For Duty examination prior to returning to work. Failure to pass such examination shall result, after expiration of the employee's Medical Leave of Absence, sick leave, PTO, and or S.T.D., and/or ESL, in further leave with pay; leave without pay; and/or separation of the employee.

8.11 Personal Leave

Personal Leaves are at the discretion and approval of management and are not normally granted unless an employee intends to return to work at the end of the approved leave and will not exceed 30 days. No Personal LOA will be granted for the purpose of accepting other employment. Other terms and conditions apply as outlined in Company policy.

8.12 Contributions for Benefits During Leaves of Absence

Employees on Medical, Pregnancy and/or Federal Family Leave will be responsible only for paying their regular portion of the premium for health, dental, and/or vision insurance while in an active pay status. Employees on Medical, Pregnancy, and/or Federal Family Leave employees on personal leave, and employees on leave under the California Family Rights Act while in an unpaid status may continue insurance coverage by paying 100% of the premiums for the duration of the leave.

If an employee fails to pay any premiums, one reminder notice will be sent before coverage is terminated. Under no circumstances will SSRRH be obligated to pay the employee's share of premiums for dependent coverage under this provision.

8.13 Time Off for Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote at any statewide general or primary election, the employee may, upon request, be granted working time off to enable the employee to vote. An employee may take off only as much time as will enable the employee to vote, but no more than two hours of which shall be without loss of pay; provided that the employee shall be allowed time off for voting only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift. Any time beyond this two (2) hour period shall be unpaid or PTO. The employee must provide seven (7) days advance notice to use this time on Election Day.

8.14 Bereavement Leave

When a death occurs in the immediate family of a full-time or part-time employee, (s)he shall be entitled to a paid bereavement leave of up to three (3) days with pay. In addition, employees will be granted an additional two (2) days of paid bereavement leave when traveling 300 miles or more to attend funeral or memorial services. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

Immediate family is defined as spouse/domestic partner, mother, mother-in-law, father, father-in-law, legal guardian, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, brother, brother-in-law, sister, sister-in-law, grandparent or grandchild.

If an employee is on PTO and a death occurs in the employee's immediate family, the employee may convert such PTO time to funeral leave provided, however:

- a) the employee request such conversion in writing within five (5) working days upon return from scheduled vacation
- b) the request shall in part require the following information:
 - 1) name and relationship of deceased immediate family member;

- 2) date of death and appropriate recording entity within the state in which the death occurred;
- 3) date of vacation to be converted to funeral leave

8.15 Jury Duty

1. All full-time, part-time, and limited term employees are eligible for jury duty pay upon hire. Short hour employees will be eligible for jury duty effective the start of the pay period following ratification.
2. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
3. Jury Duty Pay will be paid as base wages including applicable shift differential. Jury Duty hours are not considered hours worked for the purpose of calculating overtime.
4. An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but no later than within three (3) days of its receipt.
5. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Employees who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.
6. If an employee is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, s/he will be released from the schedule and eligible employees will receive Jury Duty Pay not to exceed the employee's regularly scheduled hours.
7. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
8. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for and may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the Employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.

9. An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.

10. If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.

8.15 Witness Duty b

Employees who serve as a witness in cases related to Sutter Health business are ensured Witness Duty Pay for all hours they are required to serve as a witness, provided the employee is not the plaintiff.

Night shift employees: If an employee is scheduled to work the night shift the day before and/or the days/he is scheduled for witness duty in cases related to Sutter Health business, s/he will be released from the schedule and will receive Non-Productive Pay. The payment of Witness Duty Pay and Non-Productive Pay shall not exceed the employee's scheduled hours.

Example:

Employee is scheduled to work 8 hour shifts Monday night and Tuesday night. S/he is also scheduled for witness duty on Tuesday from 9 a.m. until 2 p.m. The employee is released from work on Monday and Tuesday night. S/he will receive the following:

Monday Night Shift:	8 hours Non-Productive Pay
Tuesday Witness Duty:	5 hours Witness Duty Pay
Tuesday Night Shift:	3 hours Non-Productive Pay
Total Hours Paid:	16 hours

Serving as Witness in Cases Unrelated to Sutter Health Business

An employee who is required by law to appear in court as a witness unrelated to service at Sutter Health may use PTO to replace regularly scheduled work hours/days missed. Night shift employees: If an employee is scheduled to work the night shift the day before and/or the days/he is scheduled for witness duty in cases unrelated to Sutter Health business, s/he will be released from the schedule and may use PTO not to exceed his/her regularly scheduled hours.

An employee who is ineligible for PTO or does not have accrued PTO and is required by law or wishes voluntarily to appear in court as a witness unrelated to service at Sutter Health will receive unpaid time off.

An employee who wishes to voluntarily appear as a witness during regularly scheduled work hours needs to provide advance notice and receive authorization from his/her supervisor prior to appearing as a voluntary witness. If approved, the employee may use PTO to replace regularly scheduled work hours.

Expectations and Return to Work Guidelines

An employee receiving a subpoena to serve as a witness shall advise his/her supervisor of such subpoena as soon as possible, but no later than within three (3) days of its receipt. The supervisor will make the necessary scheduling adjustments to accommodate an employee's witness obligation. If the employee serves as a witness for less than half of his/her shift, s/he must 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 witness duty, or PTO, or unpaid time off for the full shift as outlined in sections 1 and 2 above. Supervisors have the option of excusing employees for the full shift in advance.

8.17 Time Off to Visit a Child's School

Employees may take up to forty (40) hours of paid (Paid Time Off) or unpaid time off for each child during the school year to visit a child's school, subject to a limitation of eight (8) hours in any calendar month of the school year. Reasonable notice of the planned absence must be given to the supervisor.

8.18 No Break in Service

No absence under any leave provision of this Agreement shall be considered as a break in service for any employee who is in pay status during each absence. All benefits which, under the provisions of the Agreement, accrue to employees who are in pay status shall continue to accrue during such absence.

8.19 Flexible Spending Accounts

Employees may elect to participate in a Health Care Flexible Spending Account and/or a Dependent Care Account upon hire in a benefits-eligible status, qualified life event or during open enrollment.

All claims incurred in the prior year along with the necessary substantiation must be submitted by April 15th of the following year. The Health Care FSA also has a grace period that follows the end of the calendar year during which any unused amount allocated to the health care FSA at the end of the calendar year may be used to reimburse eligible health care expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen

(15) days later. Health Care FSA and Dependent Care FSA contributions not used per guidelines above will be forfeited.

The IRS determines eligible expenses for the Health Care Flexible Spending Account. A list of eligible expenses is available by contacting the FSA claims administrator.

8.20 Employee Assistance Program

SSRRH agrees to provide an Employees Assistance Program.

8.21 Sutter Health Retirement Plan

Retirement/Pension Benefits

Currently, bargaining unit employees participate in one of two retirement plan designs: Cash Balance, or Traditional Pension. It is the Hospital's objective to streamline its retirement plan by moving all future bargaining unit employees to the Cash Balance Design.

1. Employees hired into bargaining unit positions will participate in the Cash Balance Design only, and not the Traditional Pension Design. This change will occur as soon as administratively feasible, but no earlier than 14 days following the ratification of the successor Agreement.
2. Current bargaining unit employees who are enrolled in the Traditional Pension Design as of the date of ratification of this agreement will be grandfathered and allowed to remain in the Traditional Pension Design for as long as they have continuous employment in an ESC represented bargaining unit position at Sutter Santa Rosa Regional Medical Center. A transfer to a position outside of those bargaining units, or any termination of employment, will end this grandfathering and future participation in the Traditional Pension Design. If employees return to work in the bargaining unit after transferring to a non-unit position or after a termination of employment, they will be enrolled in the Cash Balance Design for all future service.

8.22 Voluntary Tax Deferred Annuity Plan

SSRRH agrees to maintain a 403B tax deferred annuity plans for bargaining unit members eligible under Federal law and the rules of the tax deferred annuity plan, including per diem employees.

8.23 Malpractice Coverage

SSRRH maintains a professional liability policy covering employees in the ESC bargaining unit. Criminal or fraudulent conduct is not insured. As between this Agreement and the insurance policy or policies, the terms of the applicable insurance policy or policies shall be controlling.

8.24 Benefit Plan Dispute Resolution

Any dispute by an employee regarding a denial of a claim for any benefits described in this Article or any other health, dental, vision, COBRA, annuity, retirement, or other insurance benefits described in this Agreement shall be processed in accordance with the applicable Plan Document and not through the Grievance Procedure. SSRRH shall cooperate with the employees by providing any relevant information to the employee or carrier.

ARTICLE 9 - EMPLOYEE RIGHTS

9.1 Employee Performance Evaluation

Evaluations shall be primarily based upon job-related factors including position descriptions, Standards for Business Conduct, The Sutter Values, etc. Performance or behavioral deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations should be conducted with the intent to support each employee to reach individual goals and maintain successful employment with SSRRH. Each employee has the opportunity to conduct a self-evaluation. An interactive conversation between the employee and the evaluating supervisor/manager shall be offered. Upon request, the employee is granted up to twenty-four (24) hours to consider the review prior to signing. The evaluation shall include space for employee comments.

9.1.1 Review of Performance Evaluations

(a) Performance evaluations of all employees which have an overall rating below standards shall be reviewed at the employee's request by the appropriate senior manager and/or Human Resources. During the review process under this subsection, at the employee's request, a Union representative or shop steward may attend meetings and/or advocate on the employee's behalf.

This Article is not grievable nor arbitrable under this agreement.

9.2 Personal Property Reimbursement

SSRRH shall provide for payment of the costs of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by the employee. If the items are damaged beyond repair, the actual value of such items may be paid.

9.3 Non-Discrimination

Provisions of this Agreement shall be equally applied to all employees in the unit without unlawful discrimination in accordance with all applicable laws. An employee alleging unlawful discrimination may use SSRRH's Equal Employment Opportunity Discrimination Complaint Procedure by contacting the Human Resources Department, but may not use the Grievance Procedure outlined in this Agreement.

9.4 Introductory Period

A period of 3 months from the date of hire. The introductory period may be extended for up to an additional 2 months, at SSRRH's discretion. SSRRH will notify the Union of this no less than seven (7) days in advance of the extension being granted. Failure to notify the Union does not automatically require SSRRH to grant the employee regular status.

ARTICLE 10 - COMPENSATION

10.1 Wage Ranges

The Wage Ranges shown in Wage Appendix A shall be applicable to employees in this bargaining unit.

10.2 General Wage and Equity Increases

Clinical Lab Scientist Generalist and Clinical Lab Scientist Technical Specialist

Effective the first full pay period following February 1, 2023, employees will move to the step indicated in the below grids.

Clinical Lab Scientist Generalist			
Current	Wage	Future	Wage
Step 1	48.56	Step 1	54.01
Step 2	50.98	Step 2	55.09
Step 3	53.55	Step 4	57.31
Step 4	56.21	Step 6	59.61
Step 5	59.04	Step 9	63.25
Step 6	60.81	Step 10	64.51
Step 7	62.63	Step 12	67.11
Step 8	64.51	Step 13	68.45

Clinical Lab Scientist Technical Specialist			
Current	Wage	Future	Wage
Step 1	51.00	Step 1	56.73
Step 2	53.57	Step 2	57.86
Step 3	56.23	Step 4	60.19
Step 4	59.05	Step 6	62.61
Step 5	62.00	Step 9	66.43
Step 6	63.86	Step 10	67.75
Step 7	65.77	Step 12	70.48
Step 8	67.75	Step 13	71.88

3.0% ATB effective the first full pay period following first anniversary of ratification of contract.

3.0% ATB effective the first full pay period following second anniversary of ratification of contract.

Clinical Dietitians

Effective the first full pay period following the ratification of the agreement, employees will receive a four percent (4.0%) lump sum payment based on the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions.

Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

One percent (1.0%) ATB effective the first full pay period following first anniversary of ratification of contract and a three percent (3.0%) lump sum payment for all employees based on two years after the date of ratification of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation

One percent (1.0%) ATB effective the first full pay period following second anniversary of ratification of contract and a two percent (2.0%) lump sum payment for all employees based on two years after the date of ratification of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

Pharmacists

Effective the first full pay period following the ratification of the agreement, employees will receive a four percent (4.0%) lump sum payment based on the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

Two percent (2.0%) ATB effective the first full pay period following first anniversary of ratification of contract and a one percent (1.0%) lump sum payment for all employees based on one year after the date of ratification of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

3.0% ATB effective the first full pay period following second anniversary of ratification of contract.

All other classifications

Effective the first full pay period following February 1, 2023, employees will move to the step indicated in the below grids.

Effective the first full pay period following ratification, employees who do not receive at least a 3% increase as a result of their placement in the new scale shall receive will receive a four percent (4%) lump sum payment based the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

License Clinical Social Worker

Current	Future
Step 1	Step 4
Step 2	Step 6
Step 3	Step 8
Step 4	Step 10
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

Medical Social worker

Current	Future
Step 1	Step 4
Step 2	Step 6
Step 3	Step 8
Step 4	Step 10
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

OT I to move OT II wage grid /PTI to move PTII wage grid

Current	Future
Step 1	Step 3
Step 2	Step 5
Step 3	Step 7
Step 4	Step 9
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

OTII to move to OT III wage grid/PTII to move to PTIII wage grid

Current	Future
Step 1	Step 3
Step 2	Step 5
Step 3	Step 7
Step 4	Step 9
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

OT Specialist/ PT Specialist

Current	Future
Step 1	Step 3

Physical Therapy Assistant II

Current	Future
Step 1	Step 3

Step 2	Step 5
Step 3	Step 7
Step 4	Step 9
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

Step 2	Step 5
Step 3	Step 7
Step 4	Step 9
Step 5	Step 11
Step 6	Step 12
Step 7	Step 13
Step 8	Step 13

Effective the first full pay period following the first anniversary of ratification of contract, employees will receive a two percent (2.0%) ATB and a two percent (2.0%) lump sum payment based on the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

Three percent (3.0%) ATB effective the first full pay period following second anniversary of ratification of contract.

Effective the first full pay period following ratification, the Hospital will pay all employees on the classification listed below a lump sum of \$2,500 on a prorated basis based on FTE:

- a) Dietitian
- b) Pharmacist
- c) License Social worker, Medical Social Worker, Occupational Therapists, Occupational Therapist Specialist, Physical Therapy Assistant, Physical Therapist and Physical Therapist Specialist who are not on step 8 of the expired agreement.

Effective the first full pay period following ratification, the Hospital will pay all employees on the classifications listed a lump sum of \$3,000 on a prorated basis based on FTE:

- a) License Social worker, Medical Social Worker, Occupational Therapists, Occupational Therapist Specialist, Physical Therapy Assistant, Physical Therapist and Physical Therapist Specialist who are on step 8 of the expired agreement.

Effective the first full pay period following ratification, the Hospital will pay all Clinical Lab Scientist Generalist and Clinical Lab Scientist Technical Specialist a lump sum of \$3,500 on a prorated basis based on FTE

Collapsing of Ranges:

Pharmacists and Clinical Dietitians will be placed on a step on the collapsed range that is equal or higher than current rate of pay.

Employees will be collapsed into the new wage range as follows:

- Clinical Dietitian, Clinical Dietitian II collapse to the Clinical Dietitian II Range.
- The Clinical Dietitian III shall move to the same step 13 in the Clinical Dietitian II range Upon ratification of the contract the career ladder for the Clinical Dietician class shall cease to exist.
- Clinical Lab Scientist I and Clinical Lab Scientist II collapse to the Clinical Lab Scientist II Range and will be renamed as Clinical Lab Scientist Generalist.
- Clinical Lab Scientist III and Clinical Lab Scientist Specialist collapse to the Clinical Lab Scientist Specialist Range and will be renamed as Clinical Lab Scientist Technical Specialist.
- Certified Occupational Therapist Assistant I and Certified Occupational Therapist Assistant II collapse to the Certified Occupational Therapist Assistant II Range and will be renamed Occupational Therapist Assistant II.
- Occupational Therapist I rename to Occupational Therapist II.
- Occupational Therapist II rename to Occupational Therapist III.
- Occupational Therapist Specialist rename to Occupational Therapy Clinical Specialist.
- Physical Therapy Assistant I and Physical Therapy Assistant II collapse to the Physical Therapy Assistant II Range.
- Physical Therapist I rename to Physical Therapist II.
- Physical Therapist II rename to Physical Therapist III.
- Physical Therapist Specialist shall be renamed Physical Therapist Clinical Specialist. The Physical Therapist Specialist (Wound Care) shall move to the same step in the Physical Therapist Specialist range they currently occupy as of the time of ratification prior to the restructure.
- Pharmacist and Lead Pharmacist shall be retitled Inpatient Clinical Pharmacist III and Inpatient Clinical Pharmacist Lead.
- License Eligible Pharmacist shall cease to be its own classification and shall instead be paid at Step 1 of the Inpatient Clinical Pharmacist III range and shall not advance in steps.

The following positions have no incumbents and shall be removed from the CBA. In the event the Hospital wishes to hire into one or more of these positions, the Hospital shall meet with the Union to meet and confer regarding any updated wages and/or job descriptions.

COTA I and II

Effective the start of the first full pay period following ratification, the following classifications, which have been collapsed as noted above, shall instead be paid as a differential/premium:

Physical Therapy Wound Care - +5% over PT Specialist

Clinical Dietitian III - +2.5% over CD II

Upon ratification of the agreement, the Dietician classification career ladder will be eliminated.

- Only Erin Grillo to receive the CDIII differential.

The Pharmacist in Charge position out of the bargaining unit.

10.3 Phone Work Pay

With the department manager's approval, an employee may be called upon to resolve work related problems by telephone without returning to the work site. Such work shall be treated as time worked. Compensation for such work shall be a minimum of thirty (30) minutes for any and all calls which cumulatively total thirty (30) minutes or less within a work day or for actual time worked, whichever is greater.

10.4 Mileage Reimbursement

An employee who is authorized to use a motor vehicle for travel required in the performance of SSRRH work shall be reimbursed according to current SSRRH mileage policy.

10.5 Shift Differential Premium

Shift differential pay for the entire shift shall be determined by the shift period that contains greater than 50% of the hours worked. Shift periods are defined as follows:

Day shift	0600 to 1400 hours
Evening shift	1400 to 2200 hours
Night shift	2200 to 0600 hours

No employee shall receive shift differential pay for shifts that begin and end between 0600 and 1800 hours. Additional hours worked before or after a scheduled shift will receive shift differential pay for these additional hours in accordance to the new shift in which they fall.

10.5.1 Shift Differential Premium Pay

All employees entitled to receive shift premium pay as of the first pay period following the execution/ratification of this Agreement shall be paid as follows:

Employees hired upon or after contract ratification shall be paid a shift differential as follows:

- Employees who commence a shift at or after 2pm and prior to 10pm shall be paid a \$4.00 per hour evening differential.

- Employees who commence a shift at or after 10pm and prior to 6am shall be paid a \$6.00 per hour night differential, with the exception that employees in the Pharmacist job classification shall receive \$10.00 per hour night shift differential.

Current employees will have their past shift differential converted to a flat rate shift differential upon ratification of this agreement. The converted evening and night shift flat rates used going forward will be equal to the employee's past evening and night shift differentials, respectively, computed under the prior contract as of the time of ratification. Current employees' new flat rates will remain unchanged until an employee separates from SSRRH, or the flat rate for new employees exceeds the shift differential paid to the current employee (in which case the current employee will be paid the flat rate established for new employees).

10.6 Split Shift

An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with the times specified in the defined shifts.

10.7 Callback Premium

When an employee is called back to work when on scheduled standby or whenever an employee is requested to work when otherwise not scheduled, the employee shall receive a minimum payment equivalent to two hours of overtime compensation or overtime compensation for the actual time worked, whichever is greater. In no case shall an employee continue to receive standby pay once clocked in at SSRRH.

10.8 Standby Duty

An employee who is released from duty and is assigned by the manager, or designee, to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the manager to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties.

10.9 Standby Premium Pay

Employees of SSRRH shall be available for 24 hours of standby assignment in any pay period by their department manager or designee to standby when off duty. All employees assigned to standby shall be paid 40% of their base hourly rate for each hour that they are on standby duty. Standby time is not to be construed as work time. Employees who are called back during standby assignments, or who are called back to work when otherwise not scheduled, will receive Shift Differential Pay for hours worked if applicable.

Employees assigned to standby duty on the following Holidays shall be paid 50% of their base hourly rate for each hour that they are on standby duty: New Year's Eve (evening and night shift only), New Year's Day, Thanksgiving Day, Christmas Eve (evening and night shifts only) and Christmas Day.

10.10 Bilingual Premium

When a manager designates a position within the bargaining unit which requires bilingual skills on the average of at least 10% of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department manager and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of \$1.00 per hour. The bilingual pay differential shall be paid for all hours the employee is in pay status.

10.10.1 Termination of Bilingual Premium

When a department manager determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least 10% of his/her time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive Bi-lingual Premium Pay, unless re-designated by the department manager at a later date.

10.11 Relief in Higher Classification

An employee assigned by the department manager to perform the duties of a higher classification, who meets the minimum qualifications of the higher classification, and who serves continuously in the higher classification for more than 15 consecutive days of work, shall be paid retroactive to the first hour worked and thereafter according to the wage of the range for the new class which would constitute an increase in wage at the step most closely equivalent to five percent (5%) greater than the employee's wage before promotion, but not less than the minimum wage of the new class, nor greater than the maximum wage of the new class. The employee shall receive this wage as long as the employee continues to serve in said higher classification and shall be entitled to receive increases for the position in accordance with the Merit Increase section of this Agreement as though the employee had been appointed on the day that the employee began to receive the wage designated for the position.

10.12 Premium/Differential Pay Treatment

Premium and differential pay provided in this Agreement will not be added to an employee's regular base wage for computing overtime or any other differential except as may be provided for otherwise in a specific premium or differential provision.

10.13 Weekend Schedules

(a) A weekend is defined as Saturday and Sunday, except for the night shift where a weekend may be defined as Friday and Saturday. Except in an emergency, SSRRH intends to make every effort to grant

every other weekend off to full-time and part-time employees. This provision will not prevent employees who choose to work every weekend from doing so.

(b) If SSRRH requires a Regular full-time or part-time employee to work consecutive weekends, the employee will receive time and one-half his/her regular rate of pay plus shift differential, if applicable, for each hour worked on the third consecutive weekend worked. This does not apply to employees who request to work on weekends.

10.14 Wound Care Premium

A premium of 5% of the employee's current wage shall be paid when the employee possesses current wound care certification by a nationally recognized accrediting body and a manager designates a position within the bargaining unit which requires advanced wound care skills on the average of at least 10% of the employee's work time.

ARTICLE 11 - WAGE UPON STATUS CHANGE

11.1 Wage Upon Hire

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the wage range for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for in the particular class may be authorized at a rate higher than the minimum upon recommendation of the Human Resources Director.

Hiring into a step above the minimum rate must be authorized by the Director of Human Resources. Notice including the rationale for the exception will be provided to the Union whenever this takes place.

11.2 Rehire Consideration

Any full-time or part-time employee who resigns in good standing, and who is rehired on a full-time or part-time basis in the same class or a closely related class in the same wage range or in a lower wage range within one year after resignation may, upon application by the manager and approval by the Human Resources Director, be paid at any step in the appropriate wage range, but not less than two steps below the step paid at the time of resignation.

11.3 Temporary to Permanent Appointment

Any per diem employee who is appointed to a regular part-time or full-time position in any class at the same wage range, and without a break in service, shall retain the employee's present wage step upon appointment. Employment at a higher wage step not to exceed the maximum step in the range may be authorized, upon recommendation of the manager and approval of the Human Resources Director. A

per diem employee who is appointed to a regular part-time or full-time position in another class allocated to a higher wage range, and with no break in service, shall be paid at a step in the new wage range which is nearest in amount to that of the step received in the former range.

11.4 Wage Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and re-appointed within one year to the same class from which separated or in a closely related class in the same wage range, or in a lower wage range than the class from which separated shall be paid at the wage step closest to but not exceeding the step of the applicable range paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase during continuous employment.

11.5 Advance Wage Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may approve a rate of pay which is greater than that to which the employee is normally entitled, but which does not exceed the top of the range of the class to which the employee is promoted.

11.6 Wage Upon Demotion

(a) Any full-time or part-time employee who, during the employee's introductory period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's wage reduced to the wage the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

(b) A full or part-time employee, for whom the circumstances described above do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower wage range than the class from which the employee is demoted shall have the employee's wage reduced to the wage in the range for the new class, but not more than five percent (5%) lower than the wage received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

(c) A full or part-time employee, to whom the circumstances described above do not apply, who is demoted voluntarily or who displaces as a result of a layoff to a position in a class which is allocated to a lower wage range than the class from which the employee is demoted or displaced as a result of layoff, shall receive the highest wage step in the range for the new class which does not exceed the wage

received before demotion or displacement but not exceeding the maximum of the wage range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

(d) Any full or part-time employee who is demoted voluntarily and who is re-appointed on a full-time or part-time basis in the same class within one year, shall be re-appointed at either the same step the employee received at the same time of demotion or the wage step nearest the amount of the employee's present wage step, whichever is greater.

11.7 Wage Upon Transfer

A full or part-time employee who transfers from a regular position to another regular position in the same class or in another class to which the same wage range is applicable, shall continue to receive the same wage step.

11.8 Wage Upon Change of Class

An employee in a position in a class which is changed from one wage range to another wage range shall continue to receive the same pay or the closest higher pay step to his/current wage.

11.9 Wage Upon Reclassification of Position

Whenever a position is reclassified to a class which is at the same wage range, the incumbent shall retain the same wage received prior to reclassification or the closest higher pay step to his/her current wage.

11.10 Step Advancement Within Wage Ranges

(a) Total Hours Required for Step Increase

Upon completion of one year of pay status, an employee shall move to the next step within the appropriate wage range for the class.

(b) Effective Date of Step Increase

The step increase shall be effective the first day of the following pay period after the employee's anniversary date.

ARTICLE 12 – CORRECTIVE ACTION

No bargaining unit employee shall be disciplined or discharged without just cause and due process. An employee may request to have a Union representative present at a meeting with the employer when the employee reasonably believes such a meeting may result in corrective action. No corrective action will be imposed without the Hospital first meeting with the employee, and (if requested) their union

representative. If corrective action is imposed and the employee remains aggrieved he/she may begin at step 2 of the grievance procedure.

Any corrective action against employees for using unscheduled PTO will comply with the law

ARTICLE 13 - LAYOFF

13.1 Definition

A layoff is a complete or partial loss of hours resulting in an indefinite workforce reduction (anticipated to last more than 21 consecutive days.) Employees are subject to layoff whenever their positions are abolished, redesigned or whenever necessary because of lack of work or lack of funds. The process may be grieved, but not the decision to lay off.

13.2 Notice

SSRRH will provide written notice to the Union of potential layoffs at least fourteen (14) calendar days prior to implementation.

13.3 Procedure

Layoff shall be applied on a departmental basis after meeting and discussing with the Union. Whenever necessary to layoff one or more employee(s) in a department, where there is more than one employee in the job class, employees shall be laid off in the following order:

- 1) Voluntary reduction of FTE's/Voluntary job sharing
- 2) Temporary employees
- 3) Per Diem employees
- 4) Introductory employees
- 5) Full and part time employees by seniority based on total SSRRH in pay status hours.

Contract employees will only be subject to layoff in the event the skill sets can be found in staff subject to the reduction in force.

13.4 Severance

Severance pay is based on years worked from date of hire. No severance pay will be offered if the employee transfers to another SSRRH Health facility. Employees eligible for severance are positioned employees who are laid off from all positioned hours. SSRRH will provide job search resources to laid off employees.

Severance pay will be based on years of service. Part time employees will be pro-rated based on FTE

1-5 years = 4 weeks severance pay
6-10 years = 4.5 weeks severance pay
11-14 years = 5.5 weeks severance pay
15-20 years = 6 weeks severance pay
21-25 years = 6.5 weeks severance pay
25+ years = 7 weeks severance pay

13.5 COBRA

SSRRH complies with the provisions of federal and state laws concerning COBRA. If any bargaining unit employee is laid off during the term of this agreement, and should the employee elect the COBRA benefit, the Hospital will continue to pay its regular medical contribution of the employee's COBRA premium for up to six (6) pay periods and one half the regular employer medical contribution of the employee's COBRA for up to an additional three (3) pay periods. If an employee drops the COBRA benefit during the nine (9) pay period interval, the hospital contribution shall end, and no additional reimbursement or payment will be made.

13.6 Restoration

An employee who is laid off from his/her position may accept per diem assignments. An employee who is laid off can apply to transfer to an opening in another area if they meet the qualifications (or will have 90 days from date of layoff in which to meet the qualifications. If possible, the department will hold the job open for up to 90 days.) Every effort will be made to place employees in open positions.

Restoration will be offered to an employee by phone first and then by certified mail for a vacant position in the department and class from which they were laid off, in reverse order of layoff, within one year. (Employee must notify SSRRH of change of address.) The employee has 14 days from receipt of letter to respond to the offer of restoration. An employee may waive restoration if FTE offered is less than that previously held or may waive if currently on approved Leave of Absence.

If a previously laid off individual is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no individual eligible and available for restoration, the position shall then be filled by the Hospital.

A person who has forfeited restoration may, within 10 calendar days after forfeiture, request in writing to the Human Resources Director that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed, the Human Resources Director shall either grant or deny the request. The Human Resources Director may specify conditions under which the further offer of restoration may be granted.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 WRITTEN WARNINGS

A written warning is a document designated as such by the Hospital. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of Article 14, Grievance Procedure, but the time limit for presenting a written grievance in Step 2 shall be fifteen (15) calendar days from the date of employee's receipt of the written warning.

14.2 RIGHT TO REPRESENTATION

Any ESC represented employee who is required to attend a corrective action meeting shall have the right to have a qualified representative of the Union (as certified by the Union to act as such representative) present at said meeting if the employee so requests. In this respect, the Hospital will comply with the Weingarten rule.

If the employee requests representation by the Union representative and said corrective action meeting is held during the representative's on-duty hours, said representative shall be released from duty to attend such meeting with Hospital Administration. If said meeting cannot be scheduled during the representative's duty time, said representative may attend but shall not receive compensation for his/her attendance.

The Hospital shall advise employee in advance of a requested meeting if the Hospital expects that corrective action may be imposed during that meeting.

14.3 COMPLAINTS

a) Experience shows that nearly all the questions which arise under this Agreement can be settled without following the formal grievance procedure. If any employee believes he or she has any claim or complaint, it is recommended that he or she talk it over first with his or her supervisor. However, this is not required. If he or she prefers, the employee may first consult with the Union official. It will not be considered an unfriendly act for an employee to consult with any Union official or to present a claim or complaint. There will be no retaliation against any employee for doing any of these things.

b) If an employee has any complaints which he or she thinks have not been properly considered by his or her supervisor, it is agreed he or she has the right of conference on the subject with the Chief Administrative Officer of the Hospital or his/her designated representative. At this conference, the employee may be accompanied by a Union official.

14.4 EMPLOYEE GRIEVANCE

Processing Grievances in Good Faith. The Hospital and the Union agree that it is in everyone's best interest to address grievances in a timely, professional and ethical manner. To this end, the parties agree to full and timely production and disclosure of information relevant to a grievance. It is agreed that when information is deemed relevant to investigate and/or process a grievance by the Hospital or the Union, that such information will be furnished to the requesting party as soon as reasonably possible. This section shall not be interpreted to impose an obligation on the Hospital broader than that already imposed by the National Labor Relations Act.

If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, including an involuntary termination case, it shall be taken up in this manner:

a) Step 1. The employee or the Union Representative (Union Staff or Shop Steward) may first confer with the department head or with such other person as the Hospital may designate and attempt to settle the matter within 30 days of the incident aggrieved.

b) Step 2. If the grievance or complaint is not thus settled, it shall be set forth in writing by the Union and submitted to the Hospital (See Section C-Time Limits) The Union Representative (Union Staff or Union steward) shall then meet with the designated SSRRH representative, and attempt to settle the matter. In making such an attempt, there shall be a full and frank disclosure by both the Hospital and the Union of their position with respect to the grievance, including the supporting rationale for the position taken. The Hospital shall indicate its final Step 2 response as to the granting or denial of the grievance in writing, within twenty-one (21) days of that meeting.

If the Hospital has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be set forth in writing and submitted to the Union. The SSRRH designated representative shall then confer with the authorized representative of the Union and attempt to settle the matter.

c) Step 3. If the Employee or the Union is still not satisfied with the reply in Step 2 above, s/he may, within twenty one (21) calendar days of the date of the SSRRH reply at Step 2, present a written demand to the Human Resources Director that the grievance be heard at Step 3. The Human Resources Director or designate shall hear the grievance within twenty one (21) calendar days after receipt of the written demand, and will provide the Employee and/or the Union a written finding within fifteen (15) calendar days following his/her hearing of the grievance.

LIMITATION. Settlements reached by shop stewards in Step 1 and Step 2 of this Grievance Procedure, in the absence of a Union Staff Representative, shall not establish a precedent or practice for future cases unless by specific agreement. Such agreement must be reduced to writing, stating that the settlement may be used as a precedent in future cases and signed by a Union Staff Representative and the Hospital.

14.5 ARBITRATION

- a) Step 4. If any such grievance or complaint has not been settled by any of the procedures described, the question may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the representatives of the Hospital and the Union. The award of the arbitrator shall be final and binding on all concerned. The arbitrator may award damages for any breach of this contract; but no such award of damages shall be made for any period earlier than thirty (30) days prior to the date the grievance or complaint was first filed. The Hospital and the Union shall each pay one-half (1 /2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitral proceeding, but not including compensation of costs of representation, advocacy or witnesses for either party.
- b) In order to expedite the grievance process, grievances involving corrective action, including terminations, and other matters (including terminations if) by mutual agreement, shall be heard by a Federal Mediator. The Federal Mediator shall be available on a regular basis to hear all properly referred cases. The following procedures and guidelines shall apply to grievances heard under this section:
- i. The Federal Mediator shall issue his/her recommendation promptly. The parties agree to be bound by the recommendation(s) of the Mediator. The parties will be responsible for memorializing the proceeding and the Mediator's recommendation.
 - ii. Neither the Union nor the Hospital will retain outside legal counsel to represent it during the mediation.
 - iii. There shall be no transcripts of the proceeding and no written briefs.

14.6 TIME LIMITS

- a) No grievance or complaint shall be considered unless timely filed in writing in Step 2 within thirty (30) days of the occurrence thereof.
- b) A grievance shall not be considered at any subsequent step unless it is moved to the next step, in writing, within fifteen (15) calendar days of the conclusion of the previous step. No grievance shall be considered timely in arbitration or mediation unless the demand is presented by a party in writing to the other party within fifteen (15) calendar days of receipt of the other parties Step 3 response. Unless otherwise agreed in writing, the Step 3 meeting is presumed to have adjourned at the end of the day of its meeting.
- c) The representatives of the Hospital and the Union shall select an arbitrator or mediator and commence discussion of scheduling no later than thirty (30) days after the request for arbitration or mediation has been made. The parties shall inform the selected arbitrator or mediator of their intent to have the matter heard promptly.

14.7 POWER OF ARBITRATOR

The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

14.8 EMPLOYEE'S PERSONNEL FILES

With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and on the employee's written authorization, the Union Staff Representative or Shop Steward may inspect and record relevant material in the employee's personnel file upon which the Hospital is or will be relying.

14.9 EMPLOYEE PARTICIPATION

The Hospital and the Union agree that employees should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure and should be free from recriminations from either side for so doing.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Agreement Printing and Distribution

The Parties agree to have this Agreement duplicated/printed and to share equally the cost of such printing. In addition, the parties will agree upon the format, style and presentation of the printed Agreement and the number of Agreements to be printed. SSRRH and ESC will ensure that all employees in the bargaining unit receive a personal copy of this Agreement.

ARTICLE 16 - FULL UNDERSTANDING

16.1 Full Understanding and Modification

This Agreement is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No amendments, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Agreement shall in any manner be binding on the parties unless made and executed in writing between the parties.

16.2 Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases SSRRH from any obligation to meet and confer on any subject or matter contained herein. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of all its terms and provisions.

16.3 Separability

In the event any section or portion of this Agreement is held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of the section or portion thereof shall be restrained by any tribunal the remainder of this Agreement shall not be affected thereby. At the written request of either party within ten (10) days of the action invalidating a portion of this Agreement, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such section or portion thereof.

ARTICLE 17 - OPERATION OF AGREEMENT

No employee will suffer a reduction in wage, benefits, or conditions of employment through the implementation of this Agreement.

ARTICLE 18 - SALE OF SSRRH

In the event that SSRRH is sold, transferred or conveyed to other parties, SSRRH agrees that it will follow all applicable laws concerning the status of the wages, hours and other terms and conditions of employment of all employees subject to this Agreement who are currently employed.

ARTICLE 19 - INTER-AFFILIATE EMPLOYMENT

SSRRH shall recognize an employee's previously earned length of service credit for certain benefits and other limited purposes consistent with SSRRH policies. This provision covers an employee who leaves the employment of another Sutter Health Affiliate in good standing and accepts employment within six months with SSRRH. When such an employee is hired by SSRRH, their system-wide Sutter Health date of hire will be recognized by SSRRH for benefits purposes only. For a reduction in hours, reduction in force or recall, only SSRRH seniority shall be used, and shall not result in the displacement or the reduction in hours of any employee in the bargaining unit.

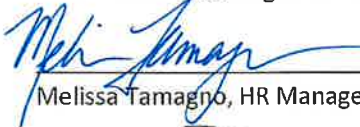
ARTICLE 20 - TERM OF AGREEMENT

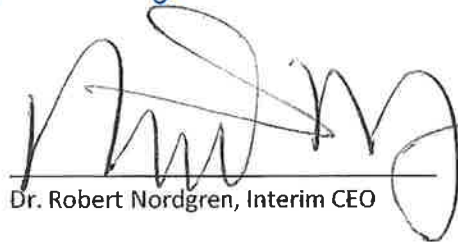
This Agreement shall become effective as of November 23, 2022 and shall continue in full force and effect through November 22, 2025 and shall be automatically renewed and extended from year to year thereafter unless either party serves notice in writing upon the other party not less than ninety (90) days before the end of the term then in existence of its desire to terminate or amend this Agreement.

Negotiations on the changes or amendments desired shall, if possible, begin not less than thirty (30) days following the receipt of notice, and every effort shall be made to complete such negotiations prior to the end of the Agreement term.

ARTICLE 21 - ENACTMENT


Sutter Santa Rosa Regional Hospital



Melissa Tamagno, HR Manager


Dr. Robert Nordgren, Interim CEO

ESC, IEPTF Local 20



Denise Solis, Labor Representative


Kimberly Hartman, Physical Therapist


Josh Schoeneman, CLS

LaCrystal Barrett

LaCrystal Barrett, LCSW


John Mader, President

APPENDIX A – WAGES

Clinical Dietitian II														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	47.53	48.71	49.92	51.16	52.43	53.74	55.08	56.45	57.86	59.30	60.78	62.29	63.84
11/19/2023	1%	48.01	49.20	50.42	51.67	52.96	54.28	55.63	57.02	58.44	59.90	61.39	62.91	64.48
11/17/2024	1%	48.49	49.69	50.93	52.19	53.49	54.83	56.19	57.59	59.03	60.50	62.01	63.54	65.13
Clinical Lab Scientist Generalist														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	54.01	55.09	56.19	57.31	58.45	59.61	60.80	62.01	63.25	64.51	65.80	67.11	68.45
11/19/2023	3%	55.63	56.74	57.88	59.03	60.21	61.40	62.63	63.87	65.15	66.45	67.78	69.12	70.51
11/17/2024	3%	57.30	58.44	59.62	60.80	62.02	63.24	64.51	65.79	67.11	68.45	69.82	71.20	72.63
Clinical Lab Scientist Technical Specialist														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	56.73	57.86	59.01	60.19	61.39	62.61	63.86	65.13	66.43	67.75	69.10	70.48	71.88
11/19/2023	3%	58.43	59.60	60.78	62.00	63.23	64.49	65.78	67.09	68.42	69.78	71.17	72.60	74.04
11/17/2024	3%	60.18	61.39	62.61	63.86	65.13	66.43	67.76	69.10	70.47	71.87	73.31	74.78	76.26
Inpatient Clinical Pharmacist III														
		Step 1	Step 2	Step 3	Step 4	Step 5								
ATB Effective Date	ATB	83.03	87.20	89.82	92.50	95.28								
11/19/2023	2%	84.69	88.94	91.62	94.35	97.19								
11/17/2024	3%	87.23	91.61	94.37	97.18	100.11								
Inpatient Clinical Pharmacist Lead														
		Step 1	Step 2	Step 3	Step 4	Step 5								
ATB Effective Date	ATB	87.20	91.56	94.31	97.13	100.10								
11/19/2023	2%	88.94	93.39	96.20	99.07	102.10								
11/17/2024	3%	91.61	96.19	99.09	102.04	105.16								
Intern Pharmacist														
		Step 1	Step 2											
ATB Effective Date	ATB	29.26	35.11											
11/19/2023	2%	29.85	35.82											
11/17/2024	3%	30.75	36.90											

Licensed Clinical Social Worker														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	46.45	47.61	48.80	50.02	51.27	52.55	53.86	55.20	56.58	57.99	59.43	60.91	62.43
11/19/2023	2%	47.38	48.56	49.78	51.02	52.30	53.60	54.94	56.31	57.71	59.15	60.62	62.13	63.68
11/17/2024	3%	48.80	50.02	51.28	52.55	53.87	55.21	56.59	58.00	59.44	60.93	62.44	64.00	65.59
Medical Social Worker														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	44.27	45.37	46.50	47.66	48.85	50.07	51.32	52.60	53.91	55.25	56.63	58.04	59.49
11/19/2023	2%	45.16	46.28	47.43	48.62	49.83	51.07	52.35	53.65	54.99	56.36	57.76	59.20	60.68
11/17/2024	3%	46.52	47.67	48.86	50.08	51.33	52.60	53.92	55.26	56.64	58.05	59.49	60.98	62.50
Occupational Therapist II														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	49.29	50.52	51.78	53.07	54.39	55.74	57.13	58.55	60.01	61.51	63.04	64.61	66.22
11/19/2023	2%	50.28	51.53	52.82	54.13	55.48	56.86	58.27	59.72	61.21	62.74	64.30	65.90	67.55
11/17/2024	3%	51.79	53.08	54.41	55.76	57.15	58.57	60.02	61.51	63.05	64.62	66.23	67.88	69.58
Occupational Therapist III														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	51.27	52.55	53.86	55.20	56.57	57.98	59.42	60.90	62.42	63.98	65.57	67.20	68.88
11/19/2023	2%	52.30	53.60	54.94	56.31	57.70	59.14	60.61	62.12	63.67	65.26	66.88	68.55	70.26
11/17/2024	3%	53.87	55.21	56.59	58.00	59.43	60.92	62.43	63.99	65.58	67.22	68.89	70.61	72.37
Occupational Therapy Clinical Specialist														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	53.30	54.63	55.99	57.38	58.81	60.28	61.78	63.32	64.90	66.52	68.18	69.88	71.62
11/19/2023	2%	54.37	55.72	57.11	58.53	59.99	61.49	63.02	64.59	66.20	67.85	69.55	71.28	73.05
11/17/2024	3%	56.00	57.39	58.83	60.29	61.79	63.34	64.91	66.53	68.19	69.89	71.64	73.42	75.24
Physical Therapist Assistant II														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	35.97	36.86	37.78	38.72	39.68	40.67	41.68	42.72	43.78	44.87	45.99	47.13	48.30
11/19/2023	2%	36.69	37.60	38.54	39.50	40.48	41.49	42.52	43.58	44.66	45.77	46.91	48.08	49.27
11/17/2024	3%	37.79	38.73	39.70	40.69	41.70	42.74	43.80	44.89	46.00	47.15	48.32	49.52	50.75
Physical Therapist Clinical Specialist														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
ATB Effective Date	ATB	53.30	54.63	55.99	57.38	58.81	60.28	61.78	63.32	64.90	66.52	68.18	69.88	71.62

11/19/2023	2%	54.37	55.72	57.11	58.53	59.99	61.49	63.02	64.59	66.20	67.85	69.55	71.28	73.05
11/17/2024	3%	56.00	57.39	58.83	60.29	61.79	63.34	64.91	66.53	68.19	69.89	71.64	73.42	75.24
Physical Therapist II														
ATB Effective Date		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
11/19/2023	2%	49.29	50.52	51.78	53.07	54.39	55.74	57.13	58.55	60.01	61.51	63.04	64.61	66.22
11/17/2024	3%	50.28	51.53	52.82	54.13	55.48	56.86	58.27	59.72	61.21	62.74	64.30	65.90	67.55
		51.79	53.08	54.41	55.76	57.15	58.57	60.02	61.51	63.05	64.62	66.23	67.88	69.58
Physical Therapist III														
ATB Effective Date		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
11/19/2023	2%	51.27	52.55	53.86	55.20	56.57	57.98	59.42	60.90	62.42	63.98	65.57	67.20	68.88
11/17/2024	3%	52.30	53.60	54.94	56.31	57.70	59.14	60.61	62.12	63.67	65.26	66.88	68.55	70.26
		53.87	55.21	56.59	58.00	59.43	60.92	62.43	63.99	65.58	67.22	68.89	70.61	72.37

APPENDIX B – ESL SIDE LETTER OF AGREEMENT

Expired Side Letter (Included for Historical Reference Purposes Only)

SSRRH would agree to a side letter (appendix) that would allow for negotiations with ESC upon request in the event SSRRH reaches an agreement with another union that is considered to be an improvement in the ESL benefit. This side letter would expire July 31, 2009.

SSRRH agrees to a side letter (appendix) that allows for reopening its contract with ESC in the event SSRRH reaches an agreement with another union that is considered to be an improvement in the ESL benefit. This is contingent upon the ESL benefit improvement being part of a package that includes improvement in the other union's wages that is at least equivalent to that achieved by ESC in the current contract, and the ESC contract will only be reopened for consideration of the ESL benefit.

APPENDIX C – RHCA SIDE LETTER OF AGREEMENT

SSRRH agrees to a side letter (appendix) that allows for a reopening its contract with ESC in the event SSRRH reaches an agreement with another union that is considered to be an improvement in the RHCA benefit. This is contingent upon the RHCA benefit improvement being part of a package that includes improvement in the other union's wages that is at least equivalent to that achieved by ESC in the current contract, and the ESC contract will only be reopened for consideration of the RHCA benefit.

APPENDIX D – MLT SIDE LETTER OF AGREEMENT

In the event that SSRRH decides to implement the job classification of Medical Laboratory Technician, SSRRH agrees to provide 90 days' advance notice of the implementation and to offer to meet and confer with ESC regarding the effect of the MLT classification on the current CLS employees and on the representational status of the MLT classification. After 90 days' notice of a planned implementation, SSRRH shall be able to implement the MLT classification. It is not the intent of SSRRH to implement the MLT classification in order to reduce the hours of, demote, or layoff Clinical Lab Scientists.

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