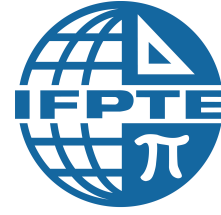




**Engineers & Scientists  
of California**  
Local 20 IFPTE



AGREEMENT

BETWEEN

EDEN MEDICAL CENTER AND  
ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE (AFL-CIO & CLC)

COVERING

THE CLINICAL LABORATORY SCIENTISTS, LEAD CLINICAL LABORATORY  
SCIENTISTS AND CLINICAL LABORATORY TECHNICIANS

January 3, 2022 TO

January 2, 2025

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EDEN MEDICAL CENTER

AND

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE (AFL-CIO &CLC)

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of December 2015 between EDEN MEDICAL CENTER, hereinafter called "the Medical Center" or "Employer," and the ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20, IFPTE (AFL-CJO & CLC) herein after called "the Union."

WITNESETH: PREAMBLE

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Medical Center. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

#### SECTION 1. AGREED OBJECTIVES

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

The Medical Center and the Union agree that all employees and managers and their representatives will treat each other, regardless of position or profession, with dignity, respect, courtesy, and trust. The foregoing principles shall also apply in providing service to patients and visitors.

The Medical Center recognizes the Union as exclusive bargaining agent for employees covered by this Agreement as follows:

INCLUDED: All full-time, regular part-time and per diem (refer to types of employees section) Clinical Laboratory Scientists, Lead Clinical Laboratory Scientists and Clinical Laboratory Technicians employed by the Employer at its Eden Medical Center facility located in Castro Valley.

The Parties agree that in the event of the creation of the classification of Medical Laboratory Technician (MLT), as defined by State of California regulations, it shall be a covered employee. Upon request of either party, negotiations shall commence to establish the wages, hours and other terms and conditions of employment of Medical Laboratory Technicians.

EXCLUDED: All employees currently covered by other collective bargaining agreements, all other employees, guards, and supervisors, as defined in the National Labor Relations Act.

## SECTION 2. NO DISCRIMINATION

There shall be no discrimination by the Employer against any member of the bargaining unit or applicant for position in the bargaining unit on account of membership in or activity on behalf of the Union, provided that such activity shall not interfere with any bargaining unit members regular work or with the normal activities of the Employer. The Medical Center and the Union agree that neither the Union nor the Medical Center shall discriminate with respect to employment by reason of Union activity, race, color, religious creed, national origin, age, sex, sexual orientation, disability, medical condition, marital status, veteran status, or on any other basis prohibited by California or federal law.

## SECTION 3. MANAGEMENT RIGHTS

It is mutually agreed that it is the duty and right of the employer to manage the Medical Center and to direct the working forces. This includes but is not limited to the right to hire, transfer, promote, reclassify, layoff and discharge employees, and adopt reasonable work rules subject only to the conditions herein set forth.

## SECTION 4. UNION MEMBERSHIP

During the term of this Agreement, employees shall be required, as a condition of employment, to do one of the following:

Employees who are members of the bargaining unit on the effective date of this Agreement shall become a member and maintain membership in good standing.

New employees hired subsequently shall, not later than the thirty-first (31st) day following the commencement of their employment, become and remain members of the Union in good standing. (Membership in good standing is defined to mean the tender

of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership).

As an alternative to the above, an employee may elect not to become a member of the Union, in which case the employee shall pay the Union a service fee in an amount equal to the standard initiation fee, periodic dues, and general assessments of such organization. However, any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employee may be required, in lieu of periodic dues, or initiation fees, or agency shop fees to pay sums equal to such dues, or initiation fees, or agency shop fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. Three charitable funds shall be mutually agreed upon through the meet and confer process between the Medical Center and the Union, if the need to designate such charitable funds arises.

The Medical Center shall provide the Union on a monthly basis with the names of employees who have been hired and terminated during the prior month.

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

During the term of this Agreement, the Medical Center will honor written assignments of wages to the Union for payment of Union membership fees and dues, or service fees, provided such assignments are voluntarily entered into by employees.

The Medical Center will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employee for whom deductions were made. Normally the deduction of such assigned wages will be made on the first pay period of each month for the then current Union membership fees or service fees. However, the Union and the Medical Center may make other arrangements by mutual consent. At the time of employment, a copy of this agreement shall be given by the Employer to each new employee covered. The Employer shall also give to each the Union forms for membership and dues authorization for payroll deduction. The Union will provide the appropriate documents to the Employer, and will hold the employer harmless for failure to comply with this provision if the failure is due to the non-receipt

of the appropriate documents from the union. The Union will hold harmless the Medical Center against any claim or obligation which may be made by any person by reason of the deduction of Union membership dues, fees or service fees including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Medical Center by reason of failure to perform under this Section.

#### SECTION 5. UNION ACCESS/REPRESENTATIVE/SHOP STEWARD

The Union representative shall be allowed to visit the Medical Center for the purpose of ascertaining whether or not this Agreement is being observed. This privilege shall be exercised reasonably. The Union representative shall report to a designated management official when entering the Medical Center, and shall not interfere with the normal conduct of work in the Medical Center. The Union representative conferring with employees and Shop Stewards will do so only upon the employees' free time and in public areas within the Medical Center, such as the cafeteria or in designated non-work areas.

The Union may appoint one Shop Steward for every 10 bargaining unit members to handle problems and grievances for that department. In no case shall the total number of Shop Stewards exceed three (3). Shop Stewards shall be regular benefited employees. The appointments shall be made in such manner as the Union determines, and the Medical Center will be notified in writing of such appointments.

A function of the Shop Steward shall be to present grievances as defined in this Agreement to the designated Medical Center representative at the first step of the grievance procedure as set forth in Section 36. The Shop Steward shall perform his/her functions outside of his/her working hours on his/her own time, except that when attending a meeting requested by the employer. He/she shall be compensated in accordance with the employer's practice. The Shop Steward shall not direct any employee how to perform or not perform the employee's work; shall not countermand the order of any supervisor; and shall not interfere with the normal operations of the Medical Center or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.

No Shop Steward shall be involved in any way in the handling of grievances other than in the department/workgroup in which he/she works. The Medical Center's designated representative is only required to meet with one Shop Steward on any grievance.

The function of shop stewards in distributing Union informational packets to new employees is recognized, provided however that such function does not interfere with the work of the employees or stewards.

The Union shall designate up to a maximum of three (3) employees who shall participate on the Union committee for negotiating terms and conditions of the Agreement, and who shall be eligible to be fully compensated for their workdays missed because of their attending negotiating meetings and mutually agreed on caucus time on those days. The compensation to be paid to a committee person by the Medical Center for workdays missed shall include the employee's wages, differentials, payment of health and dental premiums, PTO accrual, seniority accrual, and any coverage for which the employee is otherwise eligible. The Union shall notify the Medical Center at least one (1) week in advance of the first negotiating meeting of the names of the three committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Medical Center at least twenty four (24) hours prior to any meeting of any changes in the committee for such meeting. Nothing in this section precludes the union from having more representatives who attend on their own unpaid time.

#### Bulletin Board

A bulletin board will be provided for exclusive use by the Union for the posting of Union notices. This bulletin board will be adjacent to other union bulletin boards. It is understood such notices will contain no editorial comment. Notices that the Union desires to be posted on Medical Center bulletin boards shall be submitted to the Medical Center for approval. The Medical Center reserves the right to remove inflammatory or defamatory material.

#### SECTION 6. HIRING AND INTRODUCTORY PERIOD

The Medical Center may hire employees from any source. Any person may be employed who, in the judgment of the Medical Center, will make the best employee, and the Medical Center shall be sole judge of the fitness of any applicant for the job. But preferential treatment shall be given to current employees who wish to apply for an open position as per section 7 of the contract.

An introductory period of three calendar months from date of first hiring shall be established for new employees.

During such probationary period, the employee may be discharged for just cause. Such terminations are not subject to the grievance procedure.



## Corrective Action

### Corrective Action

1. The employer agrees that each employee shall have the right to review materials contained in his/her personnel file. Employees also have the right to request copies of documents in the personnel file that they have personally signed by submitting the request online or by calling the Employee Help Line.
2. Each employee shall receive a copy of any performance evaluation, written warning, documentation of an oral warning, or any material of a corrective nature, before such material is placed in his/her personnel file. The employee shall sign and date such material only as a proof of receipt. The employee shall have the right to respond in writing within fifteen (15) days of the date such material is placed in his/her personnel file, and to have such response placed in the file.
3. If, after twelve months in active employment status, an employee has received no further corrective actions for the same or similar reason, a first written warning, a second written warning, will be considered inactive and may only be taken into consideration for purposes of determining the next step in applying progressive corrective action if it demonstrates a pattern of similar behavior.
4. The Medical Center shall have the right to discharge issue any corrective action, up to and including termination, to any employee for just cause. The Medical Center agrees to exercise fair and reasonable judgment in the application of this Section. Progressive corrective action will be applied when appropriate. However, the Medical Center may impose corrective action at the level it deems appropriate based on employee conduct and skip steps for serious violations which shall be defined as any lawful reason, including but not limited to, dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or for violating Medical Center Policies & Procedures which are accessible to all employees.
5. Every employee has the right to union representation in any investigative meeting that could lead to corrective action against the employee, to ensure the employee of his/her legal rights. The

employer will give the employee up to 48 hours to obtain a union steward.

## SECTION 7. JOB POSTINGS

Any vacancy involving positions covered by this Agreement will be posted in appropriate locations for a period of five (5) days as soon as such vacancy is authorized for recruitment. Preference in filling such positions will be granted to current employees who request the positions during the five-day posting period, provided they meet the qualifications for the positions. Such preference will be applied in the following order:

1. Full-time and Part-time employees, as defined in Section 8 in order of seniority.
2. Per Diem employees as defined in Section 8 in order of seniority.

Employees who have received progressive discipline (Second Written Warning or above) may not be allowed to transfer or be promoted within their unit or the Medical Center for twelve (12) months from the date of the disciplinary action. If there are multiple candidates for a job posting and these candidates are equally qualified, then seniority prevails in the award of the job.

## SECTION 8. SENIORITY

Seniority shall be based on an employee's date of entry into the bargaining unit in a regular full-time or regular part-time position. Short Hour, On Call, Temporary employee's seniority shall be based on the employee's date of entry into the bargaining unit in a Short Hour, On Call, Temporary position.

When an employee changes status from a Short Hour, On Call or Temporary position to a benefited position, his/her seniority date will be adjusted based on previous service in the aforementioned categories. The adjusted date is based on the following:

1. Prior to January 1, 2004, 5 months seniority credit for every 12 months of employment.
2. Subsequent to January 1, 2004, every 100 hours worked provides 1 month credit towards seniority.

When an employee changes status from a regular full-time or regular part-time position to a Short Hour, On Call or Temporary position, his/her seniority will be adjusted as

described in #2 above. Should an employee decide to move back to a regular full-time or regular part-time position in the future, he/she will have his/her seniority date adjusted for the full period he/she was in a Short Hour, On Call or Temporary position as described in #2 above.

Seniority shall be applied in the following order:

1. Regular full-time and regular part-time employees will be considered senior to category.
2. Short Hour employees, who will be considered senior to category.
  - a. In the application of seniority for Short Hour employees the following shall apply:
    - i. Prior to January 1, 2004, 5 months seniority credit for every 12 months of employment.
3.
  - ii. Subsequent to January 1, 2004, every 100 hours worked provides 1 month seniority credit.

On Call and Temporary employees.

- a. In the application of seniority for On Call and Temporary employees the following shall apply:
  - i. Prior to January 1, 2004, 5 months seniority credit for every 12 months of employment.
  - ii. Subsequent to January 1, 2004, every 100 hours worked provides 1 month seniority credit.

In January of each year, the employer will conduct a review of hours worked by Short Hour, On Call and Temporary employees. The results of this review will be shared with the Union and used as a basis for any seniority adjustment. The updated seniority list will be posted in the laboratory.

Seniority shall be broken by any of the following:

- a. Voluntary resignation;
- b. Discharge for cause;

- c. Any period of twelve (12) or more months during which an employee is no longer employed by the Medical Center.

Seniority dates for purposes of leave of absences shall be adjusted in accordance with applicable Medical Center policy and practice as well as applicable law.

## SECTION 9. TYPES OF EMPLOYEES

### 9.1 Types of Employees Defined:

- A. Regular Full-Time employee is one who is regularly scheduled to work a pre-determined work schedule of at least sixty (60) hours per fourteen (14) day pay period. (0.75 FTE – 1.0 FTE).
- B. Regular Part-Time employee is one who is regularly scheduled to work a pre-determined work schedule of at least forty (40) hours but less than sixty (60) hours per fourteen (14) day pay period. (0.50 FTE – 0.749 FTE).
- C. Short Hour employee is an employee working under the following conditions:
  - 1. An employee who works on a pre-determined work schedule of less than forty (40) hours, but at least sixteen (16) hours per pay period. (0.2 FTE – 0.49 FTE).
- D. On Call (Per Diem) employee is an employee working intermittently on an as-needed basis. All On Call Employees shall be required to make themselves available for work at a minimum of two shifts per pay period and has no guaranteed minimum number of days or hours worked.
- E. Temporary Employee

A temporary replacement for a benefited employee who is on a scheduled or unscheduled absence, or temporary replacement for a posted open position for a maximum of 180 days.
- F. Limited Term Employee

A Limited Term employee is hired for an anticipated term of employment of six or more months but less than one year in a Full-

or Part-Time position and has no reasonable expectation of employment beyond completion of the project or period. Limited Term employees are eligible to receive limited benefits, including medical, dental, and vision benefits.

## 9.2 Reclassification of Short Hour and On Call employee

Upon the request of the employee, the employer will review the employee's hours to determine if an average of twenty hours per week or more during a consecutive ninety (180) days has been worked. The consecutive one hundred eighty (180) day review will be the period immediately preceding the date of the employee's written request.

Hours worked to cover an authorized leave of absence or to fill a temporary position shall not be counted towards an employee's average weekly hours of work for the purposes of reclassification.

Once the employer, in consultation with the union, determines if the employee qualifies (has worked sufficient hours) for reclassification, the employee will be notified in writing. If employee is in agreement, employee will be reclassified to the applicable FTE status and will receive full benefits effective the beginning of the following pay period.

If the employee is deemed not qualified for reclassification at the time, the employee may request to be reconsidered at a future date by submitting a written request to Human Resources.

## 9.3 Pay In-Lieu-Of Benefits for Per Diem employees: A Per Diem employee shall receive in-lieu-of benefits pay as follows: CLS 25% of base pay, per hour; CLT \$4.00 per hour.

Effective January 1, 2016: If a per diem employee is offered and accepts medical benefits provided by the Medical Center, the per diem pay-in-lieu of benefits differential will cease.

## SECTION 10. HOURS OF WORK

### 10.1. Hours of Work and Overtime

The straight-time work week shall be forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. If an employee is required to work in excess of eight (8) hours in any day, or in excess

of forty (40) hours in any one work week, the employee shall be paid overtime at the rate of one and one-half (1-1/2) the regular rate of pay.

For hours worked in excess of twelve (12) hours in any one workday, excluding meal periods, the employee shall be paid overtime at the rate of double the straight time rate of pay. Work performed within the work week of Sunday through Saturday night on the seventh (7th) day thereof shall be paid at the rate of double the straight time pay.

Except as required by law, only hours actually worked will be considered as time worked for the purpose of computing overtime. Any overtime shall be approved by the employee's supervisor prior to the time such work is performed. There shall be no pyramiding of overtime.

## 10.2 Rest Between Shifts

Each regular employee shall have an unbroken rest period of at least twelve (12) hours between regularly scheduled shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 1/2). This provision may be waived in writing on the request of the individual employee and with the agreement of the Manager.

## 10.3 Availability for Extra Work Assignments

When a shift needs to be covered due to the employee who regularly works that shift is sick or on PTO or on LOA, it will be assigned to another employee with same or higher job skills level based on the following guidelines:

- A. Without causing overtime, the availability of an employee who is certified competent in that section may cover that particular shift will be used to determine the assignment.
- B. If overtime is to be authorized and the need for coverage is unexpected (sick call or accident), the on-site employees will be asked first for availability to work extra hours; if more than one employee is available, seniority will be used for the decision. If nobody on-site is available, other off-site employees will be contacted based on their known possible availability and seniority (if more than one are willing to work overtime).

- C. If the need for coverage is known in advance, all available employees will be considered and the decision for assignment will be based on certified competence, number of hours available, and seniority.

#### 10.4 Work Schedules

Schedules shall be posted at least two weeks in advance of the first day of the new schedule. Employees will submit their requests for days off and/or availability preferences at least four weeks in advance of the first day of the new schedule.

#### 10.5 Changes in Schedules

If it becomes operationally necessary to change the schedule before or after it has been posted, the employer will make a timely attempt to contact affected employees and give them an opportunity to confirm their availability before the change is made. If the employer is unable to contact the employee in a timely manner the employer may proceed to the next employee on the list to offer the shift change.

### SECTION 11. TEN OR TWELVE-HOUR SHIFTS

Alternative work schedules (AWS's) are schedules that include days that exceed eight hours. For example, a schedule that includes 9, 10, or 12 hour shifts or a combination of various daily hours. AWS's are paid at straight time. Hours worked in excess of the daily hours set in the AWS will be paid at time and a half and hours over 12 in a day will be paid at double-time.

If an AWS is desired, the parties agree to meet and confer over the proposed schedule. The proposed schedule can be adopted in one of the following manners:

1. Adoption of an AWS can be obtained via mutual agreement between the affected employee(s) and the Medical Center;
2. AWS's for an entire unit will be adopted via secret ballot election by the unit employees. If approved by 2/3 of the identified unit, all employees in the identified unit will work the AWS. The election will be administered by the Medical Center, at the Medical Center, during normal shift hours, and announced at least one week in advance. A non-vote will be counted as a no vote, however unit

employees on a leave of absence will not count against the 2/3 pass ratio.

## SECTION 12. WEEKENDS OFF

The Medical Center will make its best efforts to grant employees who work a minimum of 32 hours per week every other weekend off. If the Medical Center requires a minimum 32-hour- per-week employee to work three (3) or more consecutive weekends, such employee will receive a one-and-one-half times their regular rate of pay for the third consecutive weekend and for each consecutive weekend worked there after until granted a weekend off.

The above weekend off provisions may be waived on the written request of an individual employee. Such provisions shall not apply to employees who currently work a schedule that includes more frequent weekend work or to full-time employees who currently work certain weekends that make up a portion of the weekends that they would otherwise be granted off.

All bargaining unit employees will be eligible for a weekend differential of \$20.00 per weekend shift (weekend shifts for purposes of this proposal shall be the night shift on Friday through the PM shift on Sunday).

## SECTION 13. REST PERIODS

Two (2) 15-minute rest periods will be authorized during each regular eight (8) hours shift at a time designated by the supervisor, depending upon the needs of the department.

One (1) 30-minute meal period will be authorized during each regular eight (8) hour shift at a time designated by the supervisor, depending upon the needs of the department.

Employees are required to notify their supervisor or designee on leaving for their meal or rest periods.

## SECTION 14. WAGES

### Clinical Lab Scientist Generalist:

For the Clinical Lab Scientist Generalist, the following steps will be effective beginning the first full pay period following ratification:



Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
56.36	57.77	59.22	60.71	62.53	64.41	66.34	67.67	69.02	70.40

- Effective the first full pay period following ratification, employees will move to the step in the grid that represents at least a 3% increase in their current pay and shall thereafter progress in the range in accordance with the Collective Bargaining Agreement.
- 3% ATB effective the first full pay period following first anniversary of ratification of contract.
- 3% ATB effective the first full pay period following second anniversary of ratification of contract.

#### Scientists Clinical Lab Lead:

For Scientists Clinical Lab Lead, the following steps will be effective beginning the first full pay period following ratification:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
64.08	65.68	67.32	69.00	70.73	72.50	74.61	76.17	78.07	80.02

Employees will move to the step in the grid that represents a 3% increase or their current rate and shall thereafter progress in the range in accordance with the Collective Bargaining Agreement.

- Effective the first full pay period following ratification, employees who do not receive a 3% increase as a result of their placement in the new scale shall receive three percent (3%) lump sum payment for Scientists Clinical Lab Lead employees based on 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% ATB effective the first full pay period following first anniversary of ratification of contract.
- 3% ATB effective the first full pay period following the second anniversary of ratification of contract.

#### CLT Clinical Lab Tech:

For CLT Clinical Lab Tech, the following steps will be effective beginning the first full pay period following ratification:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
36.73	37.65	38.59	39.56	40.55	41.56	42.81	43.67	44.76	45.87

- The first pay period following ratification, employees will move to the step in the grid that represents at least a 3% increase in their current pay and shall thereafter progress in the range in accordance with the Collective Bargaining Agreement. Employees who do not receive a 3% increase as a result of their placement in the new scale shall receive will receive a three percent (3%) lump sum payment based on 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.
- 1% ATB effective the first full pay period following first anniversary of ratification of contract and a two percent (2%) lump sum payment for CLT Clinical Lab Tech 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.
- 1% ATB effective the first full pay period following the second anniversary of ratification of contract and a two (2%) lump sum payment for CLT Clinical Lab Tech 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.

Effective first full pay period following January 15, 2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Clinical Lab Scientist Generalist	58.05	59.51	61.00	62.53	64.41	66.34	68.33	69.70	71.09	72.51

Scientists Clinical Lab Lead	66.00	67.65	69.34	71.07	72.85	74.68	76.85	78.46	80.41	82.42
CLT Clinical Lab Tech	37.10	38.03	38.98	39.96	40.96	41.98	43.24	44.11	45.21	46.33

Effective first full pay period following January 14, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Clinical Lab Scientist Generalist	59.79	61.30	62.83	64.41	66.34	68.33	70.38	71.79	73.22	74.69
Scientists Clinical Lab Lead	67.98	69.68	71.42	73.20	75.04	76.92	79.16	80.81	82.82	84.89
CLT Clinical Lab Tech	37.47	38.41	39.37	40.36	41.37	42.40	43.68	44.55	45.66	46.80

## SECTION 15. SHIFT DIFFERENTIAL

Shift differentials shall be granted to employees working the evening shift (beginning on or after 12:00 p.m. but before 11:00 p.m.) and to employees working the night shift (beginning on or after 11:00 p.m. but before 5:00 a.m.) in the following amounts:

Evening Shift: 10% of the regular day base rate of pay;

Night Shift: 15% of the regular day base rate of pay;

Employees shall also tell the supervisor or designee when they return.

1. Whether a shift qualifies in its entirety for a shift differential under Section 15 of the CBA depends upon the standard scheduled start time of the shift, as opposed the actual start time (if an employee is asked to come into work early or to work late).
2. Where a scheduled shift does not qualify in its entirety for a shift differential under Section 15 of the CBA, if the employee is asked by the Medical Center to work and actually does work before or after his or her regularly scheduled shift, such hours may or may not qualify for shift differential as follows:

a. Shift differentials will be paid for each shift that extends or is advanced at least two (2) hours into the applicable premium shift, but only those hours worked in the premium shift will be paid at the applicable shift differential. Accordingly, hours worked in advance of a day shift employee's regularly scheduled shift beginning at 7:00 A.M. shall qualify for the night shift differential, provided the employee begins work on or before 5:00 A.M. (which extends two hours into the applicable premium shift). Example: Employee works regularly scheduled day shift from 7:00 A.M. to 3:30 P.M. The Medical Center asks the employee to work, and the employee does work an additional four hours, beginning at 3:00 A.M. to 7:00 A.M., and 8 hours of the employee's regularly scheduled day shift. However, if that employee is asked to come into work at 6:00 A.M., the employee does not receive a shift differential for the first hour of the shift because it did not advance at least two hours into the premium shift.

b. Employees who are scheduled to work premium shifts (P.M. shifts or night shifts) and who are asked to come in early or stay late will receive shift differential for all hours worked in the shift. Accordingly:

i. If the Medical Center asks a CLS/CLT assigned to the night shift to continue to work into the day shift or to come in early and begin work in advance of their regularly scheduled night shift, the employee shall receive the night shift differential for all hours worked in the shift. Example: Employee works regularly scheduled night shift from 11:00 P.M. to 7:30 A.M. The Medical Center asks the employee to work, and the employee does work an additional four hours, beginning at 7:00 P.M.

The employee is paid for the 12 hours at the regular night shift differential.

c.

i. If the Medical Center asks a P.M. shift employee to come in early and begin work in advance of

their regularly scheduled P.M. shift, all such hours shall qualify for the P.M. shift differential. Example: Employee works a regularly scheduled P.M. shift from 3:00 P.M. – 11:30 P.M. The Medical Center asks the employee to work, and the employee does work an additional four hours, beginning at 11:00 A.M. The employee is paid the P.M. shift differential for the entire shift.

- ii. If the Medical Center asks a P.M. shift employee to stay and extend beyond their regularly scheduled P.M. shift, such hours will continue to be paid at the P.M. shift differential rate unless the extended shift extends two or more hours into the night shift, in which case all hours worked in the night shift will be paid at the night shift differential.

## SECTION 16. LEAD PAY

Clinical Lab Scientists who are assigned a Lead designation will receive a differential of \$3.00 per hour while so designated. Lead designations will be determined by the department manager in accordance with department needs. The Clinical Lab Scientist Team Leader classification is not eligible for the Lead Pay Differential.

## SECTION 17. STAND-BY PAY

An employee assigned to controlled stand-by, as defined by state and federal wage and hour laws, will be paid at the rate of one-half the straight time rate for all such hours. On recognized holidays the employee will be paid at the rate of three-fourths (3/4th) the straight-time rate.

An employee on controlled stand-by who is called into work on a regular day off or called back to work for an additional shift or time on a regular workday will be paid for hours worked according to the following formula:

1. 1.5 times base pay rate when called in to work with minimum 4 hours of pay, plus appropriate shift differential, per hospital policy.

2. When a CLS is on stand-by (on their normally scheduled day off on Sunday) and gets called to work on that day they shall be paid premium pay at 1.5 times their regular rate of pay for hours worked. If the total hours worked in that work week exceeds 40 (inclusive of the Sunday) they will receive overtime pay for those hours worked in excess of 40.

17.1 Call Back while not on controlled stand-by:

Regular employees will receive a minimum four (4) hours pay if called in on a scheduled day off, subject to normal over time provisions.

## SECTION 18. TUITION REIMBURSEMENT & EDUCATION ALLOWANCE REIMBURSEMENT

### TUITION REIMBURSEMENT

1. All full-time and part-time employees who have successfully completed their introductory period are eligible for Tuition Reimbursement.
2. The maximum tuition reimbursement that an Eligible Employee, including Eligible Employees employed at multiple Sutter Health Legal Entities, may receive is \$2,500 per calendar year. Approved requests for tuition reimbursement will be reimbursed at one hundred percent (100%) of covered expenses, up to the calendar year maximum.
3. Eligible courses include courses that appear likely to lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position. The course of study must be offered through accredited institutions, including, but not limited to colleges, universities, and business/technical/or vocational schools. In addition, other courses that are eligible for reimbursement include: Graduate Equivalency Degree (GED) courses from an accredited institution and English as a second language (ESL) course from an accredited institution.
4. Excluded from tuition reimbursement are seminars, conferences, and workshop. Course work or other education involving sports, games, or hobbies are also not eligible for reimbursement under this policy, unless that course work or education is related to the affiliate's business or required as part of the employee's degree program. It is not the intent of

this benefit to provide or guarantee accumulation of continuing education credit. Course work must not conflict with the employee's work schedule, including overtime and standby requirements, if any (unless otherwise approved by an employee's supervisor).

5. Covered expenses include tuition fees, lab fees, registration fees, and costs of required books. Covered expenses shall not include the costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies and materials, expenses for uniforms, expenses for books that are not required by the course syllabus, expenses for graphing calculators, laptop or other computers, printers, any other specialized equipment, mail-in registration fees, fees for non-residents that have not been previously approved by the Employer, any other special or non-recurring fee, costs for meals, or costs for lodging that are incurred by an employee and are incidental to the taking of an eligible course.
6. Employees desiring tuition reimbursement shall complete the tuition reimbursement form and submit the completed form to their supervisor for approval at least three (3) weeks prior to the starting date of the course(s). If the tuition reimbursement request is denied, the employee is responsible for all costs. Costs for fees and books should be estimated on the tuition reimbursement form. The supervisor shall review the request and confirm or deny course eligibility. If approved, the supervisor shall sign and return the form to the Eligible Employee. A new request shall be completed for each semester or similar period of study. Should an employee use all funds available in a calendar year, no further benefit will be paid even if a Tuition Reimbursement Request has previously been filed and approved.
7. To receive reimbursement for an approved course, the employee must remain an eligible employee for two (2) weeks beyond the last day of instruction. Employees shall submit the following items to S3 Benefits no later than four (4) months after the course has been completed including any required exams (however, if the course is for the fall semester and it is the employee's desire to have the costs applied to the current year's maximum tuition reimbursement, they need to be submitted by the first Friday in December of the current year). It is the employee's responsibility to ensure documentation is received accordance with the required timelines.
8. A copy of the approved Tuition Reimbursement request form.
9. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for books.
10. The official record indicating an acceptable grade (C or above) or satisfactory completion; or, for fall semester classes, a Projected Grade

Letter form completed by the instructor(s) with the employee's anticipated grade. The Projected Grade Letter form is available through the MySutter Connection portal

11. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the expense reimbursement is paid to the employee, i.e. an employee who begins classes in the fall semester but submits the grades and receipts in January of the following year will have that amount counted against the calendar year in which the expenses are reimbursed. Employees are encouraged to submit these documents as early as possible for courses that end late in December. If an employee is taking a class in the fall through the Tuition Reimbursement program and wants the benefit allocated in the same calendar year, s/he must submit the tuition reimbursement request by the first Friday in December of the current year (see above).

## SEMINAR AND CONFERENCES

The employer will reimburse regular full time and regular part time Employees for approved educational allowance expenses to a maximum of \$250.00 (maximum is prorated based on employee's standard hours) per year.

Eligible Employees: All full-time and part-time benefited employees who have completed the introductory period successfully.

### **A. Eligible Seminars and Conferences**

1. An Eligible Employee's supervisor will determine whether a seminar or conference is appropriate for an Eligible Employee to attend, considering, among other factors, whether the seminar/conference assists the Eligible Employee to:
  - a. Maintain or enhance skills, knowledge and competencies relevant to the Eligible Employee's position;
  - b. Become knowledgeable regarding changing practices relevant to the Eligible Employee's position;
  - c. Specialize within a job function; and/or,
  - d. Obtain continuing education credits for a license/certification relevant to the Eligible Employee's position.
2. The conference or seminar courses should be short-term (less than one week) and not count towards obtaining a degree (BA, BS, MBA, etc.) or certification (PMP, PHR, CCRN, RNC, AART, etc.). Conferences and seminar courses may be



attended in person or virtually. For virtual courses, employees must get supervisor approval prior to taking such course. Courses counting towards a degree or certification may be covered under the *Tuition Reimbursement Policy*.

3. Upon approval of the department manager, an employee may request reimbursement for fee payment for licenses, re-licensing which are required for employment in the employee's classification.

## **B. Hours Worked**

Attendance at approved seminars/conferences and related travel by Eligible Employees may constitute hours worked. Employees attending approved seminars/conferences must, in advance of attendance, consult with their supervisor and/or Human Resources to confirm whether their attendance and related travel shall constitute hours worked. The supervisor and/or Human Resources shall in all cases make the determination of whether an employee's attendance shall constitute hours worked, and must do so in accordance with all applicable wage/hour policies. In the event that attendance at an approved seminar/conference or related travel does constitute hours worked, employees are required to accurately record all such hours worked in Kronos.

## **C. Eligible Expenses**

Subject to advance supervisor approval, Eligible Employees may receive reimbursement for seminar/ course registration/fees, reasonable travel and meals, and other fees in accordance with the *Reimbursement of Business Expenses Policy*.

## **D. Supervisor Approval and Additional Considerations**

1. Eligible Employees must obtain their supervisor's approval to attend a seminar/conference prior to the start of the seminar/conference, if feasible at least two (2) weeks prior to the seminar/conference. The supervisor's approval is subject to the following criteria, among others in the supervisor's discretion:

- a. Employee and course eligibility requirements;
- b. The merit of the program;
- c. Budget funds available; and,
- d. The department's ability to sustain the Eligible Employee's short-term absence without adverse impact to operations.

2. Eligible Employees must be in eligible status at the start of the seminar/conference in order to attend a seminar/conference.

## **E. Reimbursement**

1. Eligible Employees are expected to submit their expense reimbursement request and proof of attendance through the current expense reimbursement technology for approved expenses no later than six months after completion of the seminar/conference.

2. Reimbursement approvals must be consistent with the *Reimbursement of Business Expenses Policy*.

## SECTION 19. RELIEF IN HIGHER CLASS

Any employee who, as a part of regularly assigned works schedule, performs work as a Lead Clinical Lab Scientist and assumes the responsibility for such work for four hours or more shall be paid at the rate of the higher classification for the actual time spent in each classification.

## SECTION 20. PAID TIME OFF

### 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.

#### PTO Accrual

Year - based on Payroll cycle (26 pay periods in 1 yr)	Payroll Cycle (Accrual changes effective start of pay period)	Hourly Accrual	Maximum Accrual per Pay Period	Maximum Annual Accrual
0	0 through 25	0.1	8	208 hours/26 days
1 through 3	26 through 103	0.1192	9.54	248 hours/31days
4 through 8	104 through 233	0.1384	11.08	288 hours/36 days
9+	234+	0.1576	12.62	328 hours/41 days

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. PTO Use

1. Employees may begin to request, schedule, and use accrued PTO hours immediately upon accrual. There is no waiting period. Employees may receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.
2. During the first four (4) months of employment, newly hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.
3. With any scheduled time off, the supervisor's approval is required in advance.
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.

#### **D. 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.

#### **E. Voluntary PTO Sell-Back**

1. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a “sell-back” of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.
2. Requested “sell-back” hours will be paid on the first pay date in April of each year.
3. The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.
4. PTO hours will be deducted from the employee’s PTO bank. These hours will be converted to dollars based on the employee’s current hourly rate including any shift differential. To ensure compliance with federal tax law, this amount will be subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.
5. Employees will not receive hours of service for pension plan purposes from any PTO sell-back. However, an employee will receive pension credit for the compensation value related to any PTO sell-back, excluding any applicable penalties/forfeitures.
6. PTO sell-back will be distributed via normal payroll distribution channels.

#### **F. 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. 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.
2. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.
3. Documentation substantiating the hardship will be required prior to approval.
4. 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.
5. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

#### **G. 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.

#### **H. Use of PTO During Leave of Absence**

1. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc.), the Medical Center 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 Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.

PTO hours may not be used to extend employment with the Medical Center beyond the last day actually worked. PTO will be scheduled according to the following process:

A. Blocks of time in one-week increments:

No later than September 1st, PTO/Vacation scheduling sheet will be posted. Each employee, based on seniority will have two days to make his/her selection. Employees who do not make a selection by the time frame provided on the PTO/Vacation scheduling sheet will forfeit their turn until the next senior person makes his/her selection.

Commencing October 1st each year, each employee will submit PTO/time off requests for a minimum one-week blocks of time for the subsequent twelve-month period January-December. Weeks can be grouped together (no more than three weeks) or spread out throughout the year. PTO time off will be granted in rounds according to the following:

- Round # 1: Each employee will have their requests considered for up to four weeks (no more than three of which can be consecutive) total time off, with consideration given to their seniority.
- Round #2: Each employee will have their remaining requests considered for up to four (no more than three of which can be consecutive) weeks total time off, with consideration given to their seniority.
- Subsequent Rounds will be conducted until all employees have had their requests considered. The manager will respond to the requests by December 1st.



- Employees utilizing the above process who are out bid by seniority for all their requested blocks of time may submit alternate blocks of time during the first week of December and their requests will be deemed to be timely for consideration on a seniority basis by January 1st. These alternate blocks of time are considered to be on a wait list.

B. Blocks of time in less than one-week increments

Commencing December 1st-each year, each eligible employee will also submit PTO requests for time off of less than one week for the subsequent twelve-month period January-December. PTO time off will be granted based on seniority following the completion of the rounds described above.

If a PTO request is submitted and approved in accordance with the above, and staffing in the department has changed to less favorable conditions when the PTO period arrives, the manager will make reasonable best efforts to provide adequate coverage in an attempt to avoid cancellation of the time off, including the use of overtime and registry staff.

Overtime opportunities for vacation relief will be posted to facilitate finding coverage for unexpected staffing changes. This provision is not intended to increase the number of employees that can be off at any given time according to departmental standards, nor is it intended to imply that overtime and registry will be used for PTO requests submitted after this time.

Requests submitted after January 1st will be considered on a first-come, first-served basis. Employees must have a reasonable expectation that they will have enough PTO balance or Authorized Absent Days (see Section 23 III below) by the scheduled time off to participate in the Rounds described above. If the employee fails to achieve or maintain the necessary PTO hours to take a pre-scheduled vacation, the time off may be cancelled at the discretion of the manager.

## SECTION 21. SHORT TERM DISABILITY

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

The purpose of the program is to provide an additional income benefit to complement state and/or federal wage replacement programs for employees during an approved

leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

1. Eligibility: Regular full-time, part-time, and limited term employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time, or part-time, or limited term position, as long as the employee is in an active status with the affiliate and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage replacement programs (i.e., State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Salary Continuation.
2. Benefits provided:
  - a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds ( $66\frac{2}{3}$ ) of their normal gross earnings when integrated with state and/or federal wage replacement programs.
  - b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.
  - c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.

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

- d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of gross pay based upon FTE status. Payroll will automatically

integrate PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.

3. Calculation:

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

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

## SECTION 22. HOLIDAYS

The following are the recognized holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas

The pay for hours worked on a holiday shall be at a rate of time and one-half (1-1/2) the employee's appropriate straight-time rate of pay.

The addition of the Day after Thanksgiving holiday does not change the local department specific scheduling guidelines for holidays and is not added to major holiday lists for scheduling parameters.

Paid holidays shall be considered time worked for over time computations. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

#### SECTION 23. BEREAVEMENT LEAVE

Regular full-time and regular part-time employees are entitled to bereavement leave in conjunction with the death of a family member. Attendance at the funeral may or may not be required depending on the scheduled provided below. Family is defined to include spouse, parent, grandparent, child, grandchildren, mother-in-law, father-in-law, sister, brother, or domestic partner. The policy also recognizes the legal guardian (or in loco parentis) of an employee during their minority years and children for whom the employee acted as legal guardian. In circumstances when an employee is on PTO and the death of a family member occurs, the employee may convert PTO to Bereavement leave per the schedule below. Bereavement Leave will be granted according to the following schedule:

Funeral in California	4 paid days
Funeral in California	+ 1 unpaid day (optional)
Funeral outside California	5 paid days
Funeral outside California	+ 1 unpaid day (optional)
Death in family, but no funeral attendance	3 paid days

## SECTION 24. JURY DUTY

1. All full-time and part-time, employees are eligible for jury duty pay upon hire. Short hour employees will be eligible for jury duty effective the start of the pay period following ratification.
2. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
3. Jury Duty Pay will be paid as base wages including applicable shift differential. Jury Duty hours are not considered hours worked for the 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.

Witness Duty: Any employee subpoenaed to appear as a witness on an issue within the scope of his/her job assignment with the Medical Center is subject to the above provisions. An employee subpoenaed to appear as a witness on an issue outside the scope of his/her job assignment with Eden Medical Center will be granted time off (as required by subpoena statutes) from either their PTO account or without pay at the employee's option.

## SECTION 25. EDUCATION LEAVE

Regular full-time or regular part-time employees are entitled to forty (40) hours leave, or in the case of part-time employees a pro-rated portion thereof, with pay each calendar year to attend courses, institutes, workshops or classes of a job-related educational nature. Unused education leave may be carried over up to a maximum of one year.

Employees must apply in advance of the program, for leave time by filling out an "Educational Leave Request" form and submitting it to the department head. The employee will be required to submit verification of attendance/completion within (60) days for an approved educational leave time granted.

Education programs must be a minimum of six (6) hours in length to qualify for a paid day. Home study coursework and short (e.g., two hour) seminars can be combined to create a six (6) hour block, which can then be used as an education day. Falsifying of educational leave time may result in disciplinary action.

Up to 24 hours of Education Leave per calendar year can be used for Home Study, online classes, and virtual seminars. Home Study coursework is acceptable based on pre-approval by the Department Director. For calculation of time, one (1) CEU will be

equal to one (1) hour of educational leave. Home study /education leave will not be used to calculate overtime hours.

Educational leave requests shall not unduly interfere with staffing, nor shall they be unreasonably denied. Home study and/or education leave may be taken on days the employee is not scheduled to work up to a maximum of 16 hours.

## SECTION 26. LEAVE OF ABSENCE

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

#### 1. General Information

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

#### 2. Notice of Leave

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

#### 3. Request for Leave and Certification

- a. Requests for leave shall be supported by appropriate certification.

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

#### 4. Pay During Leave

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

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

- a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
- b. Full-time, part-time, short-hour, limited term and per diem employees who have completed the Introductory Period are eligible for an MLOA.
- c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
- d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leaves.
- e. Limited term employees are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
- f. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be



provided on a case by case basis as a reasonable accommodation in accordance with the federal Americans with Disabilities Act (ADA) and similar state law.

g. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.

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

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

#### 7. Intermittent and Reduced Schedule Leave

a. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.

b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.

#### 8. Reinstatement/Return to Work

a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Hospital's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.

b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.

c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

## Health and Welfare Benefits During Leave

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

## Occupational Leave of Absence (OLOA)

### 1. General Information

- a. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness on the job that prevents the employee from performing one or more of the essential functions of his/her job.
- b. Employees are eligible for an OLOA if:
  - i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
  - ii. The employee's claim is open and accepted by the Workers' Compensation TPA;
  - iii. The period of absence is verified by the authorized primary treating provider as work-related;

- iv. The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under ADA or the Connecting to Work Program.
- c. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
- d. To request an OLOA, the employee shall complete the online Request for Leave of Absence, which can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.
- e. An OLOA may not be taken on an intermittent or reduced-schedule basis.
- f. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.

## 2. Request for Leave and Certification

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

## 3. Reinstatement/Return to Work

- a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Hospital's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.

- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved. Health and Welfare Benefits During Leave

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

#### Personal Leave of Absence (PLOA)

1. All full-time, part-time, short-hour, limited term and per diem employees who have completed one year of employment from their Anniversary Date are eligible for PLOA. Temporary and employees are not eligible for a PLOA.
2. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws.

Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.

3. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off.

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

4. Accrued PTO must be used while an employee is on PLOA.

5. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online Request for Leave of Absence.

6. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department.

7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) for any full pay period during which an employee has been placed in a PLOA status code. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.

a. The Medical Center shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.

b. Retirement benefits shall accrue in accordance with the rules set forth in the Sutter Health Retirement Plan Document, as amended.

c. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.

8. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.

9. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

Transitional/Modified Duty

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

## SECTION 27. HEALTH AND WELFARE BENEFITS

### **Insurance Benefits**

#### **Health Plan:**

The Medical Center will offer two medical plan options.

#### **Dental:**

The Medical Center will offer three (3) dental plan options

#### **Vision:**

The Medical Center will offer two vision plan options.

**Eligibility:** Full-time and part-time benefit eligible employees become eligible for health insurance benefits (medical, dental, vision) on the first day of the month following date of hire or transfer into a benefited position or the submission of the enrollment forms whichever is later but no more than sixty (60) days from the date of hire or transfer to remain eligible for applicable benefits. Otherwise, the employee must wait until the next open enrollment. The terms for participating and coverage by the Medical Center's health insurance program shall be governed by the Medical Center's policies.

**Benefit Changes:** The Medical Center will provide the union with thirty (30) days written notice of modifications to the health insurance benefits. Upon the union's request, the Medical Center agrees to meet and confer with the union to discuss any future change(s) to the Health insurance benefits (medical, dental, vision) including the substitution of another Plan, whether self-funded or insurance based, provided the Medical Center retains the sole discretion to make such change(s) in or to the plans provided that in aggregate the benefits shall be comparable to those in effect on January 1, 2013.

**Premiums:**

The Hospital shall pay 100% of the premiums for full-time and part-

Time (0.5 FTE and above) employee and dependent coverage for the lowest cost health plan (EPO Plus) offered by the Hospital. If the employee chooses another plan other than the lowest cost health plan provided by the Hospital, the employee will pay the difference between the lowest plan and the higher cost plan. Dual coverage will not be permitted.

Insurance Rebate for Medical and Dental: Employees who are eligible for health and Dental insurance and decline to enroll in said benefits may receive rebate dollars in the following amounts: Medical- \$1,200, and Dental \$130.00 per year per benefit declined.

Benefit Option Selections: Benefit option selections can only be changed upon Occurrence of a qualified change in family status, such as marriage, divorce, birth of a child or death of a child or spouse or during the designated open enrollment period.

Changes made during open enrollment take effect January 1<sup>st</sup> of the year following open enrollment.

**Flexible Spending Account:**

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.

**SECTION 28. LIFE INSURANCE**

The Medical Center shall provide for each benefited employee (.5 and above) with employer-paid Basic Life and Accidental Death and Dismemberment coverage of one hundred thousand dollars (\$100,000.00).

The Medical Center's Group Life Insurance Plan will be offered to full-time and part-time benefited Employees on the first of the month following 30 days of employment into a benefit eligible position. The terms for participating in and coverage by the Medical Center's life insurance program shall be governed by the life insurance certificate and/or contract issued by the carrier.

Regular bargaining unit employees will have the option to purchase dependent life insurance and additional life insurance.

The Medical Center has the right unilaterally to modify in whole or in part the Life Insurance and Accidental Death and Dismemberment Programs. Neither the exercise of such right nor the effect of the exercise of such right is subject to the Grievance and Arbitration provisions of this Agreement.

## SECTION 29. RETIREMENT

### **Retirement/Pension Benefits**

Currently, bargaining unit employees participate in one of two retirement plan designs:

Enhanced Cash Balance, or Traditional Pension. It is the Medical Centers'/Hospitals' objective to streamline its retirement plan by moving all bargaining unit employees to the Enhanced Cash Balance Design.

Effective on dates to be identified by the Medical Centers/Hospitals following the date of ratification of the successor Agreement:

1. All current bargaining unit employees participating in the Traditional Pension Design will be transitioned to the Enhanced Cash Balance Design. Their existing balance in the Traditional Pension Design will be converted to a starting account balance in the Enhanced Cash Balance Design. The present value of their Traditional Pension Design accrued benefit will be the basis for the conversion, and they will not lose any previously accrued benefit as a result of the conversion. The conversion will occur no earlier than the January 1st following ratification of the successor Agreement.



2. Employees hired into bargaining unit positions will participate in the Enhanced Cash Balance Design only, and not the Traditional Pension Design. This change will occur no earlier than 14 days following the ratification of the successor Agreement.
3. For employees who are over 65 years old and already receiving benefit payments under the Traditional Pension Design while they continue to work:
  - a. They will continue receiving their benefit under the Traditional Pension Design.
  - b. On the effective date identified by the Medical Centers/Hospitals, their Traditional Pension Design benefit will no longer increase in value. The amount of benefit they are receiving at that time will not be decreased.
  - c. Beginning on the effective date identified by the Medical Centers/Hospitals, a new Enhanced Cash Balance account will be opened for the employee, and any future retirement benefits due to their ongoing work at the Medical Centers/Hospitals will accrue in that plan design.
4. Employees who leave Sutter prior to the effective date of the conversion will experience no change in their retirement benefits.

In accordance with the foregoing, the Collective Bargaining Agreements will each be amended to remove references to the Traditional Design and reflect that employees will participate in the Enhanced Cash Balance Design only.

#### **403(b) Retirement Plan**

Full-time, part-time, short hour and per diem employees are eligible to participate in the Medical Center's 403(b) Retirement Plan under the terms set forth in the plan document. The Medical Center shall have the right unilaterally to modify this plan, but any such modification shall not affect the vested benefits, if any, of any employee.

#### **29.1 Retiree Health Care Account:**

The Medical Center shall provide a post-retirement health care reimbursement arrangement for eligible employees as follows: The Retiree Health Care Account Plan ("RCHA Plan") shall be available to all full-time and part-time employees who, at the time of retirement, are at least sixty (60) years of age and have both at least ten (10)

years of service (1,000 or more hours of service in each calendar year) and at least five (5) years of continuous service (at least 1,000 hours of service in each calendar year) in a full-time or part-time employment status upon meeting the RHCA Plan's eligibility requirements. Eligible employees will receive one thousand dollars (\$1,000) credit for each year of eligible service up to a career maximum of \$25,000. These funds may be used to pay for health insurance premiums prior to age sixty-five (65) or for Medicare Part B and Part D premiums, or Medicare Supplement plans, after age sixty-five (65), as provided for by the terms of the RCHA Plan. Participation in the RCHA Plan shall be governed by the terms of the plan document. See Summary Plan Description for detailed provisions.

The Medical Center reserves the right to add to, supplement, withdraw from or modify any and all proposals at any time.

The parties agree that neither the Medical Center's modification to the plans under this section nor the effects of such modification is subject to the Grievance and Arbitration provisions of this agreement. Upon either parties' request, the Union and the Medical Center shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

#### SECTION 30. LAYOFF AND RECALL

- A. Seniority by classification shall apply in cases of layoff and rehire, or reduction and restoration of hours, of regular full-time, regular part-time, per diem and on-call per diem employees who have completed introductory periods as described in Section 6, provided that where specialized work or skills is involved, in cases of layoff and rehire, the employee or employees remaining on the job or returning to work must be able to properly perform the work to be done.

- B. Short-Term Layoff

In the event of layoff or cancellation in a particular classification which is expected by the Medical Center to last for fourteen (14) consecutive days or less, the layoff shall be by normal seniority procedures, with the junior employee who is subject to layoff having the right to displace a more junior employee working on any following shifts in the same classification. An employee will not suffer any loss in accrual of benefits for such a lay off.

If the layoff lasts for more than fourteen (14) days, the layoff shall be according to the procedure in Paragraph I of this section.

#### SECTION 31. SEVERANCE PAY

Regular employees who are permanently laid off as a result of a reduction in force shall be entitled to severance pay in the following amount, provided they choose to waive all further seniority rights to reinstatement to their jobs:

6 months to 4 years of service	2 weeks' pay
5 to 9 years of service	3 weeks' pay
10 to 14 years of service	4 weeks' pay
15+ years of service	6 weeks' pay

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

#### SECTION 32. JOB DESCRIPTIONS

The Medical Center shall present changes in job descriptions to the Union by fax or by e-mail, before placing them into effect. If the Union desires to meet and confer on the changes, it shall request to do so within ten (10) days of receipt of the changes. If the matter is not resolved at that level, it shall be referred to the Joint Committee for resolution according to its procedures.

#### SECTION 33. PERFORMANCE EVALUATIONS

Each Clinical Laboratory Scientist and Clinical Laboratory Technician shall be given a performance evaluation in writing annually on his/her anniversary date. The performance review shall be written by the Clinical Laboratory Scientist and Clinical Laboratory Technician's supervisor, with input from the appropriate immediate peer personnel. A copy of the appropriate job description will be given to the employee upon his or her review.

The completed Performance Evaluation will be shared with the Clinical Laboratory Scientist and Clinical Laboratory Technician in a private setting away from the work station. In this meeting, the immediate supervisor will explain the ratings and comments on the Performance Evaluation. The meeting will also include a discussion of

the objectives for the coming year. There will be time allotted for discussion and/or rebuttal. The Performance Evaluation shall be signed electronically by the Clinical Laboratory Scientist and Clinical Laboratory Technician to indicate that s/he is aware of its contents, but this does not indicate agreement with the results of the review. If a Clinical Laboratory Scientist and Clinical Laboratory Technician disagrees with the way the review was conducted or is in dispute with any of the wording, they may write a rebuttal which will be included as part of the appraisal in the Clinical Laboratory Scientist and Clinical Laboratory Technician's personnel file. In addition, they may also discuss the disagreement with the Laboratory Administrative Director of a Human Resources representative. A Clinical Laboratory Scientist and Clinical Laboratory Technician may grieve a performance review which may result in a loss of pay or status.

#### SECTION 34. JOINT COMMITTEE

A Joint Committee shall be established, composed of employees covered by this Agreement plus a Union representative, and representatives of Medical Center administration. The committee shall number a maximum of three (3) one each side.

Employees on the Joint Committee shall be compensated at straight-time pay for attendance at Joint Committee meetings. Such meetings shall be held at the request of either party but not more than one (1) per month for one (1) hour each except by mutual consent.

Recommendations of the Joint Committee shall be by consensus. Differences of opinion within the Joint Committee shall not be subject to the grievance procedure and arbitration provisions of this Agreement. However, the employee representatives and/or the Medical Center administration representatives shall have the right to request Federal Mediation Conciliation Service to mediate in such difference of opinion as may arise.

The objectives of the Joint Committee shall be:

- a. To serve as an oversight body for CLS and CLT activities at EMC.
- b. To recommend ways and means to improve patient care.
- c. To develop an efficient equitable and transparent method of distribution of additional hours and overtime.

d. The committee may review, discuss, and make recommendations on a variety of departmental issues of mutual concern including, but not limited to improving communication, performance evaluation criteria, scheduling, workload, health and safety issues. The committee is encouraged to review possible issues and problems and propose potential resolutions.

#### SECTION 35. SAFETY COMMITTEE

One (1) member of the Medical Center Safety Committee shall be an employee in the unit covered by this Agreement. In the absence of any such member, the Union may appoint a replacement.

#### SECTION 36. GRIEVANCE PROCEDURE AND ARBITRATION

Any problem arising in connection with the application or interpretation of the provisions of this Agreement shall be at first the subject of an effort by the employee and/or the Union and the department head or the department head's designee to resolve it amicably. The department head or the department head's designee shall give a response to the issue within seven days (7) calendar days of the informal meeting. If it is not resolved, the problem shall be reduced to a written grievance by the Union and shall be presented to Human Resources within thirty (30) calendar days of the date when the employee, as to the employee's grievances or the Union, as to its grievance, had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance.

The parties shall meet within twenty-one (21) calendar days of the written grievance being filed. The Human Resources Director or the Director's designee shall give a written response to the grievance within seven (7) calendar days of the meeting. The above timelines may be waived by mutual agreement.

For grievances resulting from disciplinary actions, the filing of the initial written grievance shall be seven (7) calendar days from the date the action was taken. The parties shall meet within seven (7) calendar days of the written grievance being filed. The Director or the Director's designee shall give a written response to the grievance within seven (7) calendar days of the meeting. The above timelines may be waived by mutual agreement.

If the matter then remains unresolved, the Union may refer the matter in writing to an Adjustment Board composed of two (2) representatives of the Union and two (2) representatives of the Medical Center. The referral to the Adjustment Board shall be

made within thirty (30) days from the date of the Director's response. The Adjustment Board shall convene within fourteen (14) days of the Union's referral, and the Board shall reach a decision within ten (10) days of its initial meeting on the matter. Any decision by a majority of three (3) votes shall be final and binding upon both parties, provided that the Adjustment Board shall have no jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement.

If the members of the Adjustment Board deadlock in their decision, the Union shall have the right to give written request for arbitration of the problem, provided the request is given within thirty (30) days of the Adjustment Board's failure to agree on a decision. The parties shall request a list of arbitrators from the Federal Mediation Conciliation Service. The parties shall alternately strike names from such list until one name remains, which person shall be the Arbitrator. A decision of the arbitrator shall be final and binding upon both parties, subject to the limitations on jurisdiction and authority contained in the preceding paragraph.

If the Medical Center fails to meet any of the foregoing time limits, the Union shall have the right to move the problem directly to a request for arbitration. If the Union fails to meet any of the foregoing time limits, the grievance shall be considered waived. Any time limits may be extended by mutual agreement, set forth in writing and signed by the parties.

A grievance that has remained inactive on the part of the initiator shall be considered waived after 3 months of inactivity.

Each party shall bear all the expenses of its own members on the Adjustment Board. The fee of the impartial arbitrator, as well as other expenses connected with the formal hearing, except for witness' expenses, shall be borne equally by both parties. Employee witnesses at the Adjustment Board hearing described in paragraph two (2) above shall be paid by the Medical Center for any lost work time. Compensation arrangements for employee witnesses at the formal hearing described in paragraph three (3) above shall be the responsibility of the party calling them to testify as witnesses.

#### SECTION 37. MERGER, SALE, OR CLOSURE

Before merger, sale or closure of Sutter Health Eden Medical Center Eden Medical Center the Medical Center shall give the Union written notification at least ninety (90) days before hand, and will give the successor a copy of the current contract.

#### SECTION 38. NO STRIKE OR LOCKOUT

There shall be no strike, sympathy strike, slow down, or other stoppage of work by Union employees and no lockout by the Medical Center during the life of this Agreement.

#### SECTION 39.SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of last resort, such invalidation of such part or portion of this Collective Bargaining Agreement shall not invalidate the remaining portions here of and they shall remain in full force and effect.

#### SECTION 40.TERM OF AGREEMENT

This Agreement shall be effective on September 13, 2021 and shall remain in full force and effect without further change or amendment to and including September 12, 2025, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments, or may terminate the Agreement, by serving written notice on the other party of its desire to change, amend or terminate at least ninety (90) days prior to September 12, 2025 or a subsequent September 12 of any contract year in which this Agreement remains in effect.

IN WITNESS WHEREOF, the duly authorized undersigned parties have here unto fixed their signatures.

IFPTE LOCAL 20

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Grant Hill

EDEN MEDICAL CENTER



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Myriam Escamilla  
Labor Relations Director

 5/24/23

John Mader, President

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Jessica Ricafort

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Henrietta Ricafort

*Leonard Bellow*

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## APPENDIX A. TRANSITION FROM ESL TO STD

### Transition from Extended Sick Leave (ESL) to Short Term Disability (STD)

#### 1. Extended Sick Leave (ESL)

- a. Effective January 1, 2016, ESL accrual will cease. ESL banks will no longer accrue and will be reduced to a maximum of forty-eight (48) hours for employees hired prior to January 1, 2003. For employees hired before January 1, 2003, the remaining ESL hours will be converted to a frozen ESL Bank (ESL). Frozen ESL hours will not accrue and may not be used. Employees hired before January 1, 2003 that terminate employment with the Medical Center and have met the qualifications for retirement under the Medical Center's Retirement Plan shall receive credit toward the retirement based on the number of frozen ESL hours at the time of retirement.
- b. ESL hours can be used when a physician certifies in writing that the employee will be disabled for at least (3) consecutive days; to reimburse PTO used during the waiting period for SDI or Workers Compensation; or to integrate with Short Term Disability, SDI and Workers Compensation. ESL hours are "insurance" and not convertible to cash or paid out upon termination of employment. If an employee transfers from a benefited position to a non-benefited position, all ESL hours will be forfeited. Frozen ESL cannot be accessed or used. Employees will not accrue additional ESL or FESL hours. Newly hired employees or currently benefits-ineligible employees who subsequently transfer to a benefit eligible position are not eligible for ESL or Frozen ESL.

#### 2. Short Term Disability

- a. Effective January 1, 2016, employees will have access to the STD benefit described in Section 21 of the CBA.

#### 3. Carry Over

In the event any bargaining unit employee is on a leave of absence that carries over from prior to January 1, 2016 through until after January

1, 2016, the employee on the care over leave of absence will no longer accrue ESL, but the employee on the carry over leave of absence may continue to use accrued ESL while on the carry over leave of absence. If the employee on the carry over leave of absence exhausts all of his/her ESL while on the carry over leave of absence, the employee may use the STD benefit program once ESL is exhausted, however, the 180 days of STD eligibility will be retroactively applied to the date the employee began the carry over leave of absence.

On the first pay period following implementation of the new health plan as described in this agreement, all benefitted bargaining unit employees enrolled in a medical plan will be eligible to receive a one-time bonus of \$300.00 (minus withholdings).