



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

AGREEMENT

BETWEEN

THE PALO ALTO MEDICAL FOUNDATION

AND

ENGINEERS AND SCIENTISTS OF CALIFORNIA,

LOCAL 20, IFPTE, AFL-CIO & CLC

COVERING APCS AND OPTOMETRISTS

March 20, 2023 through April 30, 2025

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SECTION 1. PREAMBLE

- A. This agreement is entered into this 20th day of March, 2023 between SUTTER BAY MEDICAL FOUNDATION d/b/a PALO ALTO MEDICAL FOUNDATION FOR HEALTH CARE, RESEARCH AND EDUCATION (hereinafter called the “Employer” or “Foundation”) and ENGINEERS AND SCIENTISTS OF CALIFORNIA, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) LOCAL 20, AFL-CIO & CLC (hereinafter called the “Union”).

SECTION 2. RECOGNITION

- A. The Employer recognizes the Union as the sole bargaining agent for all full-time and regular part-time Advanced Practice Clinicians consisting of Certified Nurse Midwives, Nurse Practitioners, Physician Assistants, and Optometrists employed by the Employer at its facilities in its Santa Cruz Division that are presently located at 2950 Research Park Drive, Soquel, CA, 4663 Scotts Valley Drive, Scotts Valley, CA, 550 South Green Valley Road, Watsonville, CA, 7600 Old Dominion Court, Aptos, CA, 815 Bay Avenue, Capitola, CA, 2907 Chanticleer Avenue, Santa Cruz, CA, 2911 Chanticleer Avenue, Santa Cruz, CA, 2850 Commercial Crossing, Santa Cruz, CA, 1662 Dominican Way, Santa Cruz, CA, 2980 El Rancho Drive, Santa Cruz, CA, 1301 Mission Street, Santa Cruz, CA, 2025 Soquel Avenue, Santa Cruz, CA, 1661 Soquel Drive, Santa Cruz, CA; excluding non-professional employees, employees represented by a labor organization, confidential employees, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

SECTION 3. AGREED OBJECTIVES

- A. The Union agrees with the objectives of achieving the highest level of employee performance consistent with safety, good health and sustained effort, and the Union and the Foundation will use their best efforts to effectuate this objective.
- B. The Foundation and the Union agree that all employees and managers and their representatives will treat each other, regardless of position or profession, with dignity, respect, courtesy, and trust.

SECTION 4. HARMONIOUS LABOR-MANAGEMENT RELATIONS

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

SECTION 5. NO DISCRIMINATION

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

SECTION 6. PRACTICE AGREEMENTS & FULL PRACTICE AUTHORITY

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

SECTION 7. UNION CHECK-OFF

- A. Union Membership

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

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

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

- B. Check off of Dues

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

C. Dues Reports

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

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

D. Indemnification

The Union agrees to indemnify and hold PAMF harmless from any and all claims, demands, suits, and liability that may arise from the above provisions of this Section.

SECTION 8. WAGES

- A. If an APC or an Optometrist who was hired prior to October 1, 2021 and did not receive at least a 3.5% increase in calendar year 2022, the APC or Optometrist will receive an increase of the difference between 3.5% and the percentage they received, effective the first full pay period in April 2023. (If the APC received a bonus because they were at the top of the range, they will not be eligible for this increase or the lump sum bonus.)

The APCs affected in (A) above, will receive a lump sum bonus equal to the difference between 3.5% and the percentage they received for twenty-six (26) pay periods. Per Diems will receive a lump sum bonus equal to the difference between 3.5% and the percentage they received for nineteen (19) pay periods.

- B. Effective the first full pay period in April 2023, APCs and Optometrists will receive a 3.5% increase.

- | | | |
|---------------------------------|-------------|-------------|
| a. APC Wage Scale Range | Min \$85.57 | Max 112.96 |
| b. Optometrist Wage Scale Range | Min \$64.54 | Max \$96.79 |

For any APC or Optometrist below the minimum wage scale, they will be brought up to the range minimum and receive the 3.5% wage increase as described in B above.

- C. Effective the first full pay period in April 2024, APCs and Optometrists will receive a 3.5% increase.

- | | | |
|---------------------------------|-------------|--------------|
| a. APC Wage Scale Range | Min \$88.56 | Max 116.91 |
| b. Optometrist Wage Scale Range | Min \$66.80 | Max \$100.18 |

- D. Effective the first pay period following ratification, APCs and Optometrists will receive a 1.5% increase effective the start of the first full pay period that commences following their Anniversary Date and on successive Anniversary Dates. APCs and Optometrists who have had an Anniversary Date between January 1, 2023 and the date of ratification will also receive a 1.5% increase.

Employees within 1.5% of the maximum on their Anniversary Date will be brought to the maximum of the range. APCs at the maximum of the range are not eligible for Anniversary Date increases.

- E. Employees who are hired into the bargaining unit after ratification will be placed no less than at the minimum salary as described in (A) above, and the placement of newly hired employees in the wage scale range shall otherwise be at the sole discretion of PAMF and is not subject to the grievance process.

- F. Per Diem Differential - Per Diems (APCs/Optometrists) receive an additional 10% differential. Note: Current APCs are already receiving this differential as part of their current wage rate.

SECTION 9. APC ADDITIONAL PAY (Tax withholding): Tax withholding of all incentives and additional shift pay will be made according to the required Federal and State withholding rates instead of the “bonus” withholding as long as to do so is in compliance with applicable law.

- A. Rounding

For purposes of this Section, rounding means visiting, speaking to, and examining patients admitted to the hospital, as well as performing necessary interventions, consultations, and medical management as appropriate to the scope of practice for the APC.

An APC shall receive a bonus of \$175 if the APC completes rounding on a scheduled day off.

B. Additional Shifts

For purposes of this Section, an “additional shift” means a shift that the APC works in addition to (not in place of) the APC’s usual shifts during that workweek, in order to cover for the absence of another provider due to sick call or vacation. A shift solely consisting of rounding (as defined in Section 9.A above) is not considered an “additional shift” for purposes of this Section. To be eligible for a bonus under this Section, the additional shift must be approved by the APC’s supervisor or designee in advance of working the shift. Only one bonus under this Section 9.B will be paid to an APC for a single shift. An APC who receives a bonus under this Section 9.B is not eligible to also receive a bonus under Section 9.A, 9.B, 9.C or 9.D for the same shift. Instead, if multiple bonuses may apply, only one bonus-the highest in value-will be paid to the APC for that single shift.

1. An APC shall receive a bonus of \$450 for working an additional shift of at least 4 hours.
2. An APC shall receive a bonus of \$900 for working an additional shift of at least 8 hours.
3. An APC shall receive a bonus of \$1125 for working an additional shift of at least 10 hours.
4. An APC shall receive a bonus of \$1350 for working an additional shift of 12 or more hours.

C. On-Call Shift (Non-CNMs):

For purposes of this section, an “on call shift” means a shift where an APC other than a CNM is scheduled to be available to report to work and answer communications as needed. The bonus shall be paid regardless of whether the APC was required to perform work during the on-call shift.

- APCs other than CNMs will be paid \$200 for each complete weekday on-call shift. If the APC is called into work, the APC will be paid \$450 extra shift pay; however the \$200 on-call pay will not be paid.
- APCs other than CNMs will be paid \$400 for each weekend day on-call shift. If the APC is called into work, the APC will be paid \$700 extra shift pay; however the \$400 on-call pay will not be paid.
- APCs other than CNMs will be paid \$400 for each holiday day on-call shift.
 - For an APC on PTO, if called in, the APC will not have to use PTO and will be paid their regular pay for the day, and the \$400 on-call pay is not paid.

- o For an APC, not on PTO, if called in they will be paid \$700 guaranteed extra shift pay; however the \$400 on call pay is not paid.

D. Additional Work

1. An APC needs to receive prior authorization from a supervisor, manager or director within the department to work beyond the normal daily work schedule (i.e. meetings, projects, etc.).
2. If an APC works at least one hour beyond the normal daily work schedule or on a day off that is not covered in Section 9.A-C above, the APC will be given a one-hour bonus credit equal to \$112.50. These hourly bonus credits will be accumulated quarterly and paid as a bonus on the second pay period following the quarter (e.g., 5 hourly bonus credits worked during a quarter would equal a \$562.50 bonus).

E. Certified Nurse Midwife ("CNM") FTE Definitions (Codifying current status quo at the time of ratification)

- 1.0 FTE will be defined as six day shifts and two night calls per pay period with an additional maximum of one weekend 24-hour call shift per month. In total, there will be a maximum total of 5 night calls/month.
- 0.7 FTE will be defined as four day shifts per pay period and alternating two or three night calls every two (2) pay periods with an additional maximum of one weekend 24-hr. call shift per month. In total, there will be a maximum of 3 or 4 night calls on alternating months.
- 0.5 FTE will be defined as 3 day shifts per pay period with alternating one or two night calls every two (2) pay periods, and an additional maximum of one 24-hour weekend shift per month. In total, there will be a maximum of 2 or 3 night calls on alternating months.

Night Calls:

Two (2) night on-calls may not be scheduled within the same week unless requested by the employee, excluding the scheduled 24-hr shift included in the CNM's FTE.

CNM On-Call Shifts:

- a) If a CNM wants to take a weekday on-call shift off, they will be permitted to switch for a different weekday on-call shift during the same schedule. The switch does not have to be in the same pay period.
- b) If a CNM is unable to work a scheduled on-call shift, whether planned or unplanned, the CNM is expected to swap and work another equivalent on-call shift within the same schedule period (when possible), and PTO will not be

charged. In situations where, despite best efforts, it is not possible for the CNM to make up the shift in the same schedule period, the CNM and the manager will discuss other possible arrangements. However, in no case will the CNM be required to use more PTO than they would have earned had they worked the on-call shift. This only applies for single on-call shifts; for weekly vacations, the CNM uses their PTO based on their FTE.

- c) If a CNM picks up a weekend on-call shift and doesn't choose the on-call shift pay bonus (see 9.F below), the CNM will not be required to take their weekday on-call shift.
- d) If a CNM is assigned to work two (2) weekend call-shifts during one month as part of their assigned FTE, they will be assigned one (1) fewer weekday on-call shift the week following their second weekend on-call shift or other weekday on-call shift as the CNM and supervisor may agree upon.

F. SCD Nurse Midwives (Deliveries) - Additional (Beyond Normal FTE on-call schedule) On-Call Shifts

For purposes of this section, an “on-call shift” means a shift where a Certified Nurse Midwife is scheduled to be available to report to work and answer communications as needed. The bonus shall be paid regardless of whether the CNM was required to perform work during the on-call shift. Only CNMs are eligible for this bonus.

A CNM who receives a bonus under this Section 9.F is not eligible to also receive a bonus under Section 9.B or 9.D for the same shift. Instead, if multiple bonuses may apply, only one bonus—the highest in value—will be paid to the CNM for that single shift. The Employer retains discretion to determine the applicable expectations for on-call shifts, such as, for example, how quickly a CNM must report to work if called in while on call.

1. An CNM who completes a 14-hour overnight on-call shift shall receive a bonus of \$850 for that shift. The precise timing of the 14-hour overnight on-call shift shall be determined by the Employer, but is generally 5 p.m. to 7 a.m.
2. An CNM who completes a 12-hour weekend on-call shift shall receive a bonus of \$850 for that shift. The precise timing of the 12-hour weekend on-call shift shall be determined by the Employer, but is generally (a) Friday 7 p.m. to Saturday 7 a.m., (b) Saturday 7 a.m. to 7 p.m., (c) Saturday p.m. to Sunday 7 a.m., or (d) Sunday 7 a.m. to 7 p.m.
3. An CNM who completes a 24-hour weekend on-call shift shall receive a bonus of \$1700. The precise timing of the 24-hour weekend on-call shift shall be determined by the Employer, but is generally (a) Saturday 7 a.m. to Sunday 7 a.m., or (b) Sunday 7 a.m. to Monday 7 a.m.

G. Preceptor Pay

APCs shall be paid \$100 per shift in service as a preceptor. The employer shall provide the Union a list of APCs who are designated preceptors. The list shall be updated quarterly. Where there are two or more preceptors in one department, the APC with most seniority shall be offered the option first, and if rejected, then to the next most senior APC until there is a taker. If no APCs accept the preceptor assignment voluntarily, PAMF may assign it to the least senior designated preceptor.

SECTION 10. SIGN-ON BONUS

- A. The Employer shall notify the Union of any APC offered a sign-on bonus. The bonus shall be for hard to fill positions that are critical for the operation of PAMF. The bonus shall be consistent with the Employer's existing policy.

SECTION 11. SENIORITY

- A. Seniority shall be defined as the APC's length of service within the bargaining unit.
- B. Notwithstanding the foregoing, it is agreed that for all APCs covered under this agreement as of March 20, 2023, seniority shall commence from said APC's original date of hire as an APC/Optometrlist with Employer.
- C. In the event of a tie in the APC's original date of hire, the following process shall be used to break the tie:
1. The APC's Anniversary date shall be used as a tiebreaker.
 2. If the APCs remain tied, the APC's birth date, that is closest, after January 1 will be granted greater seniority. For example: an APC with a January 2nd birthday will have more seniority than the APC with a January 11 birthday.
- D. Seniority shall be considered terminated by:
1. Termination of employment from PAMF for any reason other than involuntary layoff.
 2. An involuntary layoff period which exceeds twelve (12) months.
 3. If a bargaining unit APC leaves her/his bargaining unit job at PAMF to take a job outside of the bargaining unit.
- E. Seniority Adjustments:

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

SECTION 12. CATEGORIES

A. Regular Full-Time APCs

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

B. Limited Term APCs

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

C. Regular Part-Time APCs

A Part-Time APC is an APC who works a regular predetermined work schedule of at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE).

D. Short-Hour APCs

A Short-Hour APC is an APC who works a regular predetermined work schedule of at least twenty (20), but less than forty (40) hours per pay period (0.25 to 0.49 FTE).

E. Per Diem APCs

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

F. Temporary APCs

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

SECTION 13. INTRODUCTORY PERIOD

- A. Each newly hired APC, and those rehired APCs previously employed by PAMF, will have an introductory period of three (3) months. During this time, an APC will have no seniority. Upon satisfactory completion of his/her introductory period, the APC's seniority date will be established as defined in Section 11.
- B. During the Introductory Period, an APC may be given written notice of unsatisfactory performance or failure to adhere to the Employer's rules, and such notice may include a warning that future poor performance or misconduct during the introductory period will result in termination. In addition, an APC's employment may be terminated during or at the conclusion of the Introductory Period.
- C. Written notices, warnings, and terminations during the Introductory Period are not subject to grievance under the Grievance Procedure. The APC will have recourse to the grievance procedure as of the day after his/her introductory period ends. The APC will have his/her benefits eligible based on the provisions of this agreement.

SECTION 14. JOB POSTINGS

- A. The Employer shall post bargaining unit job requisitions online for a minimum of one (1) week before filling the position. Internal applicants may apply. The posting shall indicate that the job is a union-represented job. If the Employer is unable to find a bargaining unit temporary employee as defined in Section 12, the Employer may temporarily fill the vacancy from other sources during the time it takes to fill the position permanently.
- B. In the hiring or transferring of APC or Optometrist positions, PAMF retains the right to choose and hire or transfer whichever applicant PAMF, in its sole discretion, determines is the most qualified and competent for the position. That determination may be facilitated through interviews and the review of the applicant's experience, prior performance, competencies, and other relevant qualifications.

SECTION 15. LENGTH OF ESTABLISHED SHIFT

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

SECTION 16. ALLOCATION AND DISTRIBUTION OF WORK

- A. The parties acknowledge that the work performed by the bargaining unit APCs is not exclusive bargaining unit work, as the same or similar work has been and currently is performed by physicians and the Employer's managers. The Employer retains the right to adjust the allocation and distribution of work between physicians, the Employer's managers, and bargaining unit employees; except that the Employer may not under this Section increase the amount of work performed by the Employer's managers if the purpose of such adjustment is to layoff or involuntarily reduce the FTE of a current bargaining unit employee or erode the bargaining unit.

SECTION 17. JOB DESCRIPTIONS

- A. The Employer shall notify the Union of the proposed change to a job description no less than 30 days prior to the proposed effective date of the change. The notification shall state the purpose of the change, and a copy of the proposed revised job description shall be included in the notice. If the proposed changes to the job description would materially and significantly change the work to be performed, at the Union's request, the Employer will engage in good faith negotiations, to agreement or impasse, before carrying out the change(s).
- B. **Administrative Work Being Currently Performed**
If the Employer proposes material and significant changes to administrative roles and/or duties performed by APCs, or pay practices regarding administrative time, at the Union's request, the Employer will engage in good faith negotiations, to agreement or impasse, before carrying out the change(s).

SECTION 18. MEAL AND REST PERIOD

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

SECTION 19. PAID TIME OFF (PTO)

- A. **Accrual of PTO**

Full-Time, Part-Time and Short-Hour employees accrue PTO from their first day of employment based on their actual hours paid, including overtime (if applicable), exclusive of Additional Bonus Shift pay and missed meal/break penalties. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. PTO hours are

used for the paid recognized holidays and may be used for vacation, illness, family emergencies, religious observance, preventative health or dental care, personal business, and other elective absences.

Current accruals will remain in effect through the final full pay period in 2023.

Effective with the pay period following the final full pay period of 2023, APCs receiving 42 days of PTO will have the yearly accrual value of one day of PTO added to their wage rate.

Accrual Schedule for Full-Time Employees:

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

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

B. The Use of PTO

PTO may be requested no more than one year in advance.

PTO, as with all other time off, must be requested in writing in advance of the time off desired, except for emergency or illness. PTO requests will be sent, on the PAMF designated PTO request form, to the Practice Manager and the APC Manager for approval. Contingent on the APC having enough accrued PTO, approval will be in accordance with the determination of the department or unit's staffing needs, and as stated below.

For non-PAMF recognized holidays, individual PTO requests are granted based on first in, first granted, with seniority in the bargaining unit being the tie breaker. The APC will receive approval or denial of the PTO request within two weeks of making the request. PTO requests shall not be unreasonably denied. Once a PTO has been approved, management may not rescind it. The APC must have enough PTO accrued at the time a requested PTO is to be taken.

For PAMF-recognized holidays and Spring Break as defined by the affected school

district, individual PTO requests will be approved or denied no later than three months prior to the holiday week. In the case of a tie, the first tie-breaker will be the APC who did not have the given week off the prior year. In the case that the APCs are in a similar situation, the second tie-breaker will be by seniority.

C. PTO Eligibility

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

D. PTO Maximum

Hours over 328 will be automatically cashed out on the first pay date each December without a 6% penalty, and voluntarily cashed out the first pay date in April with a 6% penalty.

E. Payment Upon Termination

The employee will receive payment for all PTO hours accumulated at the time of termination.

F. PTO Hardship Distribution:

Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back periods once per rolling backward 12-month period. Hardship is defined as an extreme financial hardship as a result of catastrophic events beyond the employee's control, and the requested funds are necessary to satisfy that financial need. Documentation of circumstances will be required prior to approval. The PTO hardship payout is subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

G. PTO Cash Out:

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

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

PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate excluding any

differential. The PTO sell-back amount is subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes. PTO sell-back will be distributed via normal payroll distribution channels.

H. Donation of PTO to an Employee under Emergency Circumstances

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

SECTION 20. HOLIDAYS

A. Recognized Holidays (through calendar year 2023)

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

Effective calendar year 2024:

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

B. Holidays Worked

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

Working on a Holiday:

An APC who is scheduled to take PTO on a holiday and instead is required to work on the holiday will be paid their regular salary for the day and will not be required to take PTO for the day.

SECTION 21. PER DIEM HOLIDAY WORK (APCs/Optometrists)

- A. Per-Diems shall be paid 1.5 times their hourly-rate for all hours worked on holidays.

SECTION 22. MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

- A. General Information
1. An employee who must be away from work for more than seven (7) consecutive calendar days due to a medical reason for the employee or a qualified family member shall apply for a leave of absence.
 2. To request a leave of absence, the employee shall complete the online MyLeave Request accessed at MySutter Connection or by calling the Sutter Health Employee Line.
 3. To the extent permitted by law, leaves provided by the collective bargaining agreement, and/or federal, state, and/or local law will run concurrently.
- B. Notice of Leave
1. The employee shall provide his/her supervisor at least thirty (30)-days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
 2. For elective or planned medical procedures where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of planned medical procedures to minimize disruption to operations.
 3. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law and shall include the anticipated start date and duration of leave.
- C. Request for Leave and Certification
1. Requests for leave shall be supported by appropriate medical certification.
 2. The Disability Department shall provide employees with the applicable

certification requirements and forms.

3. Employees may be required to submit re-certifications for extension requests beyond the approved certification.

D. Medical Leave of Absence (MLOA)

1. An employee's own Serious Health Condition that prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
2. Full-time, part-time, short-hour, and per diem employees who have completed three (3) months of employment based on their hire date or adjusted hire date in the Human Resources Information System (HRIS), whichever is earlier, are eligible for an MLOA.
3. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves, including leaves provided this collective bargaining agreement, and federal, state, and local laws.
4. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrent with regulatory leave(s) allowing for intermittent use.
5. Limited term employees who have completed three months of employment based on their date of hire or adjusted date of hire in the HRIS, whichever is earlier, are eligible for an MLOA for up to thirty (30) continuous calendar days in a rolling backward twelve (12) month period.
6. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with disability regulations.
7. 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.

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

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

F. Intermittent and Reduced Schedule Leave

1. An employee does not need to use leave under FMLA/state specific leave(s), e.g., CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
2. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments

shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.

G. Reinstatement/Return to Work

1. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Foundation's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Foundation shall use its best efforts to return the employee to the same position, unit, and shift.
2. 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.
3. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

Occupational Leave of Absence (OLOA)

H. General Information

1. An OLOA is a job-protected leave provided for an employee who has sustained a work-related injury/illness that prevents the employee from performing one or more of the essential functions of his/her job. It is provided to an employee at the direction of the employee's authorized primary treating provider following an occupational illness or injury.
2. Employees are eligible for an OLOA if:
 - i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment;
 - ii. The employee's claim is open and accepted by the covering Workers' Compensation carrier;
 - iii. The period of absence is verified by the authorized primary treating provider as work-related;
 - iv. The employee has been released to return to work with temporary restrictions and/or limitations for the injury/illness in question, and the employee cannot be accommodated under any disability regulation or the Connecting to Work Program.
3. During the period of time that the claim is being considered, an OLOA will be initially granted to the employee and the absence will tentatively fall within the scope of this article, subject to all other eligibility requirements.

4. An employee who must be away from work for more than three (3) consecutive calendar days due to a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
5. To request an OLOA, the employee shall complete the online MyLeave Request, accessed at MySutter Connection or call the Sutter Health Employee Line.
6. An OLOA may not be taken on an intermittent or reduced-schedule basis.
7. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
8. An employee is not eligible for an OLOA under this policy if the employee is declared to have reached Maximum Medical Improvement (MMI) and is unable to return to their position, with or without reasonable accommodation.
9. If an employee is not eligible for an OLOA under this article or if any employee has exhausted his/her OLOA, a leave may be provided as a reasonable accommodation in accordance with disability regulations.

I. Request for Leave and Certification

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

J. Reinstatement/Return to Work

1. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Foundation's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave exceeded twelve (12) months, the Foundation shall use its best efforts to return the employee to the same position, unit, and shift.
2. An employee returning from a leave shall provide medical documentation/certification confirming that the employee is able to return to work with or without reasonable accommodation.
3. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

Personal Leave of Absence (PLOA)

- K. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their earliest hire date with Sutter Health are eligible for PLOA. Temporary and Limited Term employees are not eligible for a PLOA.
- L. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or federal, state, or local leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.
- M. 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.
- N. Accrued PTO must be used while an employee is on PLOA.
- O. Employees should provide their supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online MyLeave Request accessed at MySutter Connection or call the Sutter Health Employee line.
- P. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department. If the position at issue must be filled on a long-term basis because temporary help is not possible or feasible, then the PLOA shall not be approved.
- Q. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) during an approved PLOA. The responsibility for the full premium amount occurs the first full pay period missed from work following the first of the month after the start of the PLOA. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
 - 1. The Foundation shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
 - 2. Employees shall not accrue additional benefits during PLOA, except as may be

- provided for by the terms and conditions of a particular employee benefit plan.
- R. 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.
 - S. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

Pay During Leaves

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

SECTION 23. BEREAVEMENT LEAVE

- A. All full-time, part-time, short-hour, and limited-term employees are eligible for bereavement leave.
- B. Employees who experience the death of a Family member or Relative and intend to request bereavement leave must notify their supervisor as soon as possible of their need for bereavement leave pay and time off. Management may request documentation of the death within thirty (30) days of the first day of leave.
- C. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay and two (2) days additional days unpaid (or may use available PTO), including any applicable differentials.
 - 1. Family member shall include the following: spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other relative as defined below living in the employee's home. Step relationships are equal to

blood relations and “great-grand” the same as “grand.”

- D. In the event of the death of a Relative, Employees may receive a maximum of one (1) day of bereavement leave, including any applicable differentials.
 - 1. Relative shall include the following: aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. Step relationships are equal to blood relations and “great-grand” the same as “grand.”
- E. Bereavement leave days do not need to be taken consecutively but need to be taken within three (3) months of death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The three-month time frame may be extended at the discretion of management as an accommodation including, but not limited to, religious, cultural or geographical reason(s).
- F. The Medical Foundation recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off—either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted to the employee at the discretion of management.
- G. Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu-of PTO hours.
- H. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in- lieu-of PTO hours. Any bereavement pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive bereavement leave pay.
- I. Per Diem employees may take up to five (5) days of unpaid (or may use available PTO) bereavement leave for a Family member within three (3) months of the death.

SECTION 24. EDUCATION LEAVE

- A. Eligibility

1. Full-time and part-time employees not eligible for the Sutter Management Benefit plans, are eligible.
2. New or newly eligible employees may utilize this benefit upon the successful completion of the Introductory Period.
3. A change in FTE status will result in a corresponding proration of the allowance amount; an employee moving from a non-eligible to an eligible status will have access to the associated Educational Leave upon completion of the new Introductory Period.

B. Amount

1. 1.0 FTE employees will be paid up to 80 hours of Educational Leave. The total is pro-rated for 0.5-0.99 FTE employees.

SECTION 25. JURY DUTY

- A. All full-time, part-time, and limited-term employees are eligible for jury duty pay upon hire. Short hour employees will be eligible for jury duty effective the start of the pay period following ratification.
- B. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
- C. Jury Duty Pay will be paid as base wages including any applicable differential. Jury Duty hours are not considered hours worked for the purpose of calculating overtime.
- D. An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but no later than within three (3) days of its receipt.
- E. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Employees who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.
- F. If an employee is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, s/he will be released from the schedule and eligible employees will receive Jury Duty Pay not to exceed the employee's regularly

scheduled hours.

- G. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay for those days.
- H. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for and may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short- Term Disability/Long-Term Disability carriers, if applicable. If the Employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.
- I. An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.
- J. If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.

SECTION 26. TUITION REIMBURSEMENT

- A. All full-time and part-time employees who have successfully completed their introductory period are eligible for Tuition Reimbursement.
- B. The maximum tuition reimbursement that an eligible employee, including eligible employees employed at multiple Sutter Health Legal Entities, may receive is \$2,500 per calendar year. Approved requests for tuition reimbursement will be reimbursed at one hundred percent (100%) of covered expenses, up to the calendar year maximum.
- C. Eligible courses include courses that appear likely to lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position. The course of study must be offered through accredited

institutions, including, but not limited to colleges, universities, and business/technical/or vocational schools. In addition, other courses that are eligible for reimbursement include: Graduate Equivalency Degree (GED) courses from an accredited institution and English as a second language (ESL) course from an accredited institution.

- D. Excluded from tuition reimbursement are seminars, conferences, and workshops. Course work or other education involving sports, games, or hobbies are also not eligible for reimbursement under this policy, unless that course work or education is related to the affiliate's business or required as part of the employee's degree program. It is not the intent of this benefit to provide or guarantee accumulation of continuing education credit. Course work must not conflict with the employee's work schedule, including overtime and standby requirements, if any (unless otherwise approved by an employee's supervisor).
- E. Covered expenses include tuition fees, lab fees, registration fees, and costs of required books. Covered expenses shall not include the costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies and materials, expenses for uniforms, expenses for books that are not required by the course syllabus, expenses for graphing calculators, laptop or other computers, printers, any other specialized equipment, mail-in registration fees, fees for non-residents that have not been previously approved by the Employer, any other special or non-recurring fee, costs for meals, or costs for lodging that are incurred by an employee and are incidental to the taking of an eligible course.
- F. Employees desiring tuition reimbursement shall complete the tuition reimbursement form and submit the completed form to their supervisor for approval at least three (3) weeks prior to the starting date of the course(s). If the tuition reimbursement request is denied, the employee is responsible for all costs. Costs for fees and books should be estimated on the tuition reimbursement form. The supervisor shall review the request and confirm or deny course eligibility. If approved, the supervisor shall sign and return the form to the eligible employee. A new request shall be completed for each semester or similar period of study. Should an employee use all funds available in a calendar year, no further benefit will be paid even if a Tuition Reimbursement Request has previously been filed and approved.
- G. To receive reimbursement for an approved course, the employee must remain an eligible employee for two (2) weeks beyond the last day of instruction. Employees shall submit the following items to S3 Benefits no later than four (4) months after the course has been completed including any required exams (however, if the course is for the fall semester and it is the employee's desire to have the costs applied to the current year's maximum tuition reimbursement, they need to be submitted by the first Friday in December of the current year). It is the employee's responsibility to

ensure documentation is received accordance with the required timelines.

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

SECTION 27. GROUP MEDICAL COVERAGE, VISION CARE, AND DENTAL PLAN

Effective January 1, 2022, bargaining unit employees will be offered the same Sutter Select EPO and PPO Medical plans, Vision plan(s) and Dental plan(s) under the same terms and conditions (including, but not limited to, employee premium contributions, co-pays, benefits available, etc.) as the Foundation provides to its non-exempt, non-union employees.

A. Medical

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

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

*If a legal guardian or domestic partner's child does not qualify as a "tax dependent",

there is imputed income on the portion of the premium attributed to their coverage.

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

Employee premium contributions shall be the same as for non-union employees of PAMF effective January 1, 2022. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

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

B. Vision

Employees will be offered two vision plan options.

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

Employee premium contributions shall be the same as for non-union employees of PAMF effective January 1, 2022. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

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

C. Dental

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

Employee premium contributions shall be the same as for non-union employees of PAMF effective January 1, 2022. Section E below would apply to any future change to co-payments, co-insurance, deductions, or premium contributions.

Employees will be offered three dental plan options.

The Dental plans shall be available to an eligible new employee under this section on the first day of the month following 30 days of hire. Employees who qualify for dental benefit coverage but choose not to participate in the health insurance plan will receive

an annual taxable rebate in an amount and under the same terms and conditions as the Foundation provides to its non-exempt, unrepresented employees, paid out across 26 pay periods.

D. Health and Welfare Benefits During Leave

1. The following Health and Welfare leave benefits are continued during an approved MLOA and OLOA, provided that employees under this agreement have the same Medical, Vision and Dental plans, under the same terms and conditions, as the Foundation provides to its non-exempt, unrepresented employees.
2. 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.
3. Employees should consult with the Sutter Shared Services (S3) Benefits department (by calling the Sutter Health Employee Line) regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
4. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.
5. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.
6. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefit selections.
7. Under MOLA only: FMLA leave and state leaves with similar provision(s): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time employee moves into an unpaid status while on FMLA leave. Benefits may be reinstated at an employee's request if the employee returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the employee's request for reinstatement, provided the request is received within sixty (60) days of the employee's return. The employee shall re-enroll in the same benefits options unless they experience a permissible mid-year election change event to benefit coverage.
8. Where leave is taken for birth or adoption, the employee may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.

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

F. Flexible Spending Accounts

Palo Alto Medical Foundation shall offer two flexible spending accounts, one for health care expenses and one for dependent care. All regular full-time and part-time employees who work 20 or more hours a week are eligible to enroll in Flexible Spending Accounts. New hires may enroll on the first day of the month following 30 days of continuous employment. All eligible employees may enroll during the annual open enrollment period (usually in November), with participation effective on the following January 1.

The final employer contribution (\$250) to the health care flexible spending account shall be made on January 1, 2021.

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

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

SECTION 28. SHORT TERM DISABILITY (STD) AND LONG TERM DISABILITY (LTD) BENEFIT

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

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

qualifications to continue to receive STD benefits.

1. Eligibility:

Regular full-time, part-time and limited-term employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time, part-time, or limited-term position, as long as the employee is in an active status with PAMF and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage replacement programs (i.e. State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Salary Continuation.

2. Benefits provided:

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

3. Calculation:

- a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
 - b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
 - c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.
4. Benefit Period: The maximum benefit period is one hundred and eighty (180) calendar days from the date the disability begins.
 5. Qualifying Period: Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining benefit period. Once an employee has exhausted all of his or her one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until he or she has returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.

B. Long Term Disability (LTD)

1. Regular full-time, part-time and limited-term employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of \$5,000 and a maximum benefit period of 5 years. An eligible employee may buy up the long term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of \$10,000 and a maximum benefit period to age 65 (or up to age 70 if the employee is over age 60). The employee pays the premium for this insurance.
2. The eligibility waiting period for a new employee is the first day of the month following 30 days of hire.
3. New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within 60 days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability insurance may also be made at open enrollment.
4. Certain benefit limitations apply. The terms and conditions of the coverage are

set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

SECTION 29. GROUP LIFE INSURANCE

- A. Regular full-time, part-time and limited-term employees shall receive employer-paid basic life and accidental death and dismemberment insurance benefit in the amount of \$50,000. Supplemental life insurance for the employee, spouse and/or dependent will be offered to eligible employees. Elected supplemental insurance will be paid for by the Employee.
- B. The eligibility waiting period for a new employee is the first day of the month following 30 days of hire.
- C. New and newly eligible employees must complete the enrollment process to purchase supplemental life insurance within 60 days of becoming eligible. Evidence of insurability may be required. If a newly eligible employee does not enroll by the required 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to supplemental life insurance may also be made at open enrollment.
- D. Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

SECTION 30. RETIREMENT

A. Retirement Plan

All employees are eligible, including Short-Hour and Per Diem statuses, to participate in the Sutter Health Retirement Income Plan (SHRIP). Employees will be given materials, including a summary plan description. Annual employer contributions are made to employee accounts based on Years of Service from 5% to 8% of eligible compensation. Employees must complete a Year of Service each calendar year for a contribution. A year of service is a calendar year with at least 1,000 hours.

1. Dispute Resolution

Except as provided herein, the SHRIP Plan Document provides a detailed description of the SHRIP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRIP Plan Document.

B. 403(b) Retirement Plan

Full-time, Part-time, Short-Hour and Per Diem employees are eligible to participate in the 403(b) Retirement Plan under the terms set forth in the plan document. The Foundation will match fifty percent (50%) of the employee's contributions, up to three percent (3%) of eligible compensation. The Foundation shall have the right unilaterally to modify this plan, but any such modification shall not affect the employer match or the vested benefits, if any, of any employee.

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

C. Retiree Medical Programs

1. Early Retiree Medical Access (ERMA)

The Foundation shall offer the Early Retiree Medical Access (ERMA) program. Full-time, part-time, and limited-term employees shall be eligible for the ERMA program.

The specifics of the program shall be available to employees and can be obtained, during normal business hours by calling the Sutter Health Employee Line. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically by the carrier. Affiliate retains the right to terminate, amend, or modify this program.

2. Retiree Health Care Account (RHCA)

The Foundation shall provide a post-retirement health care arrangement for eligible employees as follows: The Retiree Health Care Account Plan ("RCHA Plan") shall be available to all full-time and part-time employees who, at the time of retirement, are at least sixty (60) years of age and have both at least ten (10) years of service (1,000 or more hours of service in each calendar year) and at least five (5) years of continuous service (at least 1,000 hours of service in each calendar year) in a benefited employment status upon meeting the RHCA Plan's eligibility requirements. Eligible employees will receive one thousand dollars (\$1,000) credit for each year of eligible service up to a career maximum of ten thousand dollars (\$10,000). These funds may be used to pay for health insurance premiums prior to age sixty-five (65) or for Medicare Part B and Part D premiums, or Medicare Supplemental plans, after age sixty-five (65), as provided for by the terms of the RHCA Plan. Participation in the RHCA Plan shall be

governed by the terms of the plan document. See Summary Plan Description for detailed provisions.

SECTION 31. GRIEVANCE PROCEDURE

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

A. Informal Conflict Resolution

Conflict may arise around issues other than interpretations, application and/or compliance with provisions of this Agreement or whether discharge or discipline was for just cause. When this type of conflict arises, the Advanced Practice Clinician (APC) is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources are available to the Advanced Practice Clinician (APC) (Not listed in order of priority):

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

B. Grievance

1. Definitions

A grievance is defined as a question or complaint filed by an Advanced Practice Clinician (APC), the Union or the Employer concerning the interpretation or enforcement of the terms and provisions of this Agreement, the APC's working conditions, or any claim or complaint concerning an APC's discharge or discipline.

2. Terms of Grievance

Only an APC who has successfully completed the initial introductory period of employment is eligible to submit a grievance.

3. Timeliness

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

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

4. Adherence to Time Limits

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

5. Right to Representation

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

6. Time Off for Hearings

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

C. Grievance Procedure

1. Step 1 – Filing of Grievance

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

2. Step 2 – Human Resources Review Meeting

- a. Review Meeting
Upon the receipt of the grievance, Human Resources or his/her designee will arrange a review meeting within fifteen (15) days with individuals directly involved.
- b. Resolution
Human Resources or her/his designee will provide a written determination of the grievance to the APC and to the Union with ten (10) days after the review meeting.

3. Step 3 – Mediation

- a. Referral to Mediation
If the APC and/or the Union do not accept the determination of Human Resources or his/her designee, the matter shall be referred to mediation. The Union has ten (10) days from the receipt of the determination to submit the written referral to mediation.
- b. Mediation Process
The Employer and the Union shall request and utilize the services of an agreed upon Federal Mediator, from the Federal Mediation and Conciliation Service, in an attempt to resolve the grievance, and to avoid unnecessary use of the arbitration process. The recommendation of the Federal Mediator is not binding on either party. It is the intent of the Union and the Employer to conduct the mediation within sixty (60) days of receipt of the request for mediation, dependent upon the availability of the mediator.

4. Step 4 – Arbitration Procedure

- a. Referral to Arbitration
If the grievance remains unresolved after the conclusion of the mediation step the grievance may be referred to arbitration. A referral to arbitration must be made in writing and must be made within ten (10) days of the conclusion of the mediation.

b. Selection of an Arbitrator

The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin) and the last name remaining will be the Arbitrator.

c. Arbitrator

Arbitration will begin as soon as possible, considering schedules of the representatives of the Employer and the Union. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the Union and the Employer will attempt to agree on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each will present a separate submission. The joint or separate submission(s) will state the issue(s), and the specific article(s) of the Agreement, which the arbitrator is to interpret or apply.

d. Resolution

- i. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
- ii. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
- iii. The arbitrator has the authority to award monetary damages to lost wages and/or benefits. However, the arbitrator's award will not be made which violates the conditions of this Agreement.

e. Expenses

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

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

SECTION 32. LAYOFF AND RECALL

- A. In the event of a layoff or reduction of FTE status, the Employer shall first request volunteers that meet the specific layoff or reduction of FTE need. If not enough APCs

volunteer, or do not meet the specific reduction needs, then the following order shall be used to select the impacted APCs:

1. APCs with documented history of performance problems (i.e., written or final written warning) within the last twelve (12) months.
 2. APCs with the least seniority (in the impacted department) provided the remaining APCs are qualified to perform the available work. If, as a result of the layoff, there needs to be a modification to the remaining schedules, schedules will be offered to volunteers first and then will be made by inverse seniority.
- B. The above described process shall take effect if the layoff affects a particular department or if the layoffs affect the entire unit. (Example - the Employer needs to lay off 1 APC in Urgent Care. The Urgent Care department has 6 APCs. The impacted APC shall be the APC with documented performance problems or the least senior in the impacted department.)
- C. The Employer shall provide the Union with at least 30-day written notice of its intent to layoff APC(s). The Employer shall provide the impacted APC(s) with at least 30-day notice prior to the date of the layoff.
- D. APCs who are laid off (except those with a documented history of serious performance problems in the last twelve (12) months) shall have recall rights for 12 months or until the APC is offered an equivalent bargaining unit position, whichever occurs sooner. Laid off APCs will be placed in a per diem pool, if available, at their option.
- E. Recall rights shall be in order of seniority.

SECTION 33. SEVERANCE PAY

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

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

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

SECTION 34. MANAGEMENT FUNCTIONS

- A. The Employer retains, solely and exclusively, all the rights, powers and authority that it possessed or exercised prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement.

- B. Without limiting the generality of Paragraph A, the rights, powers and authority retained by the Employer include, but are not limited to, the following: to determine the type of work to be performed, and of the health care services to be provided; to determine the methods, processes, means and places of providing health care services; to effect technological changes; to increase or decrease the work force and to determine the size thereof; to assign work and to decide which employees are qualified to perform work; to suspend, eliminate, add to, expand and control the quality services; to discontinue work for economic, medical or operational reasons; to contract for supplies or services; to select employees for hire, scheduling, promotion, demotion, layoffs or transfer; to manage and direct its business, operations and work force and maintain the efficiency thereof; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to establish work standards, schedules of operation and work load where it does not significantly and materially erode the work of the bargaining unit; to specify or assign work requirements and overtime; to schedule working hours and shifts where it does not significantly and materially erode the work of the bargaining unit; to determine days of work and hours of work, including the duration of shifts where it does not significantly and materially erode the work of the bargaining unit; to utilize external traveler APCs (this is not intended to permanently replace staff, abolish or erode positions); and upon notice to the Union, to adopt or modify work place policies and rules of conduct and penalties for violation thereof.

- C. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Employer, even though not enumerated above. The exercise of any right reserved to management herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the Employers' right or preclude the Employer from exercising the right in a different manner.

- D. Nothing in this section shall constitute a waiver of the Union's right to bargain over any significant and material change that would result in the erosion of the bargaining unit. Nothing in this section addresses subcontracting, changing employment status of the APCs or Optometrists, or Union jurisdiction, and nothing in this section shall be interpreted to constitute a waiver of any Union rights with respect to subcontracting, employment status, or Union jurisdiction.

- E. While the Employer may exercise its rights identified in this section without bargaining

the decision, where applicable the Union does not waive its right to bargain with the Employer over the impacts of the application of the rights outlined above.

SECTION 35. UNION ACCESS

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

SECTION 36. STRIKE AND LOCKOUT

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

SECTION 37. MALPRACTICE INSURANCE

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

SECTION 38. SAVINGS CLAUSE

- A. If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America or any agency thereof, the remaining

provisions of this Agreement shall remain in full force and effect.

SECTION 39. SEMINARS AND CONFERENCES

A. APCs covered under this agreement shall have the same access to the Seminars and Conferences policy that the Foundation provides to its management represented employees; however, the benefits, including the value of the CME fund, shall not be reduced from status quo prior to ratification until April 30, 2025.

SECTION 40. REIMBURSEMENT OF CERTIFICATION FEES

A. Licenses, Certifications and Memberships - Reimbursed at \$600/year (not prorated according to FTE).

B. In addition to the above, fees for PAMF required Certifications will be reimbursed.

SECTION 41. ZIPPER CLAUSE

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

SECTION 42. TERM OF AGREEMENT – March 20, 2023 through April 30, 2025

Palo Alto Medical Foundation

Katie Setzler
Katie Setzler, HR Director

3/08/24
Date

Anne Davis, NP
Anne Davis, NP APC Manager

3/27/2024
Date

Engineers and Scientists of California

John J. Mader

Title: President

04/09/2024
Date