



Collective Bargaining Agreement:

Salinas Valley Health

AND

Engineers and Scientists of California IFPTE Local 20

09/28/2023 to 09/27/2027

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Article I. Preamble

Preamble:

This Collective Bargaining Agreement (“Agreement”), is made and entered into between Salinas Valley Memorial Hospital District (“the Hospital” or “the Employer”) and Engineers and Scientists of California, Local 20, IFPTE, (“ESC” or “the Union”). The parties agree that the purpose of this agreement is to establish a harmonious and constructive relationship to ensure efficient and uninterrupted operation of the Hospital that places the interest of the patient first.

Article II. Term of Agreement

Term of Agreement:

This agreement shall be effective from 9/28/2023, and shall remain in force and effect until 09/27/2027 by and between Salinas Valley Memorial Hospital (hereinafter called the “Hospital” and the “Employer”) and the Engineers and Scientists of California, Local 20 (hereinafter called the “Union”).

Article III. Union Recognition

Union Recognition:

The Employer hereby recognizes the Union as the sole bargaining and representative agent for purposes of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment representing the Clinical Lab Scientists, Lead Clinical Lab Scientists, Histology Techs – Non Certified, Histology Techs – Certified, Medical Lab Tech IIs, and Medical Lab Techs – Non Certified, insofar as the Government Code and other applicable codes, laws, and regulations of the State of California might permit.

Article IV. Management Rights

Management Rights:

It is agreed that the Hospital and its management team retains all rights to manage and control the operations of the Hospital, except to the extent specifically limited by the language of this agreement. The rights of management include, but are not limited to, the right to set policy, manage and direct the work force, and establish rules and regulations. The Hospital shall have the right to determine the scope of its operations and technologies and to expand, consolidate, and subcontract job functions to the extent that it does not reduce bargaining unit positions or is de minimis in nature. The Hospital shall have the discretion to unilaterally make clinical decisions in the best interest of health and safety.

Article V. Union Membership

Membership:

During the term of this Agreement, employees may decide, by providing written notice to the Union, to join and become a Union member, or an agency fee payer. The Hospital shall direct all bargaining unit member questions regarding Union membership to the Union.

Deduction of Union Dues:

The employer will deduct Union membership dues and any L.E.A.P. contributions from the wages of each employee who voluntarily agrees to such deductions or contributions with the Union. The Union shall be responsible for obtaining dues deduction authorization forms from employees, for providing such forms to the Hospital, and for advising the Hospital of the amounts to be deducted from employee wages. In accordance with federal and state law, the employer shall make the deductions. The deductions shall be made by the employer and shall be remitted to the Union at:

Engineers and Scientists of California IFPTE Local 20
810 Clay Street
Oakland, CA 94607

Forfeiture of Deductions:

If the net income of an employee's wages after all other involuntary and insurance premium deductions are made in any one pay period is not sufficient to pay deductions required by this Article, no such deduction shall be made for that period and no makeup deduction shall be required.

Indemnification:

The Union shall indemnify the employer and hold it harmless against any and all suits, claims, demands, and liability that arise out of or by reason of any action that shall be taken in connection with this Article. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

Article VI. Union Representatives and Visitation Rights

Union Representatives' Visitation:

The Union Representative shall be permitted to enter non-patient care areas of the Hospital while it is in operation to see that the provisions of this Agreement are being observed, after first having reported their coming presence to the Human Resources Chief Executive or his/her designee, provided this is done at reasonable times and provided that there is no interference with Hospital routine, no engagement of employees during their working time, and no disruption of Hospital activities and operations.

Notification of New Stewards:

The Union may select stewards. All stewards shall be authorized to function as official Union Representatives for grievances and for routine Union business. Prior to the shop steward assuming office, the Union shall inform the Human Resources Chief Executive or his/her designee in writing of the name of the new shop steward. Shop stewards shall only conduct Union business during their non-working time and will not interrupt the work of other employees.

Article VII. Labor Management Committee

Labor Management Committee:

The parties agree that it is necessary to understand and appreciate the factors necessary to provide quality patient care in a healthy safe environment. To that end, the parties will establish a Labor Management Committee to maintain open and respectful communication, to identify areas of concern, and determine appropriate resolutions.

Objectives:

The objectives of the Labor-Management Committee are as follows:

- (a) To maintain a regular open line of communication between represented employees and Hospital leadership.
- (b) To present a forum in which issues and concerns may be openly aired.
- (c) To encourage employees and leadership to discuss and investigate contractual concerns.
- (d) To provide employees and leadership with an opportunity for joint resolution of issues.

Composition of Committee and Agenda:

The committee will meet quarterly and may cancel a meeting upon agreement of the parties. The committee will consist of two (2) employees selected by the Union, together with up to two (2) representatives selected by the Hospital. Additional individuals may participate upon mutual agreement. Written agendas shall be determined in advance.

Recommendations of the Committee:

All decisions of the committee shall be by consensus, utilizing an interest-based problem solving process. Recommendations will be made to the appropriate management personnel. Within a reasonable time frame, the committee will be informed of the steps toward implementation or completion of the recommendation, or obstacles and impediments to following through with the recommendation.

Pay for Attendance at Committee Meetings:

Committee members will be paid for up to 60 minutes spent attending the Committee meeting at their straight time rate. For overtime purposes, time spent by Union committee members will not be counted as hours worked.

Disputes:

A dispute arising through the enforcement or execution of this Article may also be resolved through advisory arbitration (i.e., not final and binding arbitration).

Article VIII. Employment Categories & Statuses

Regular Full-Time Employees:

A regular full-time employee is an employee who is regularly scheduled to work eighty (80) hours in a bi-weekly pay period.

Regular Part-Time Employees:

A regular part-time employee is an employee who is regularly scheduled to work at least forty (40) hours but less than eighty (80) hours in a bi-weekly pay period.

Per Diem Employees:

A "per diem" employee, for purposes of this Agreement, is defined as an employee who works on an intermittent basis to replace full time or part time employees who may be absent for any reason and/or who are utilized to address fluctuations in workload. All per diem employees remain in per diem status regardless of the number of hours worked, so long as they meet the minimum requirements.

Per Diem employees are required to provide availability for at least four (4) shifts in a twenty-eight (28) day schedule. For the purpose of satisfying the four (4) shift requirement, two (2) of the four (4) required shifts must be night or weekend shifts. Per Diem employees are required to work, on one (1) of the following: Thanksgiving, Christmas Eve, Christmas Day, or New Year's Eve.

In any event, a Per Diem employee who is not available three (3) months in a rolling twelve (12) months for any shift on which the Hospital has a need for a per diem employee may be dropped from the payroll roster and relinquish all seniority rights.

Article IX. Work Week and Scheduling

Work Week:

Work Week shall be defined as follows:

The standard pay period shall include eighty (80) hours in a fourteen (14) day period, starting each Monday at 12:00 a.m. and ending on the second Sunday at 11:59 p.m. A shift shall be fully paid in the pay period during which the shift began.

Eight (8) Hour Shift Employees:

Employees working in an eight (8) hour shift position, who are required to work in excess of an eight (8) hour shift, or in excess of eighty (80) hours in a pay period shall be paid overtime at the rate of one-half (1½) straight-time pay for those excess hours, exclusive of meal periods. If an employee is required to work in excess of twelve (12) consecutive hours in any one (1) day, the employee shall be paid overtime at the rate of double straight-time pay for those excess hours, exclusive of meal periods.

Ten (10) Hour Shift Employees:

Employees working in a ten (10) hour shift position, who are required to work in excess of a ten (10) hour shift shall be paid overtime at the rate of one-half (1½) straight-time pay for those excess hours, exclusive of meal periods. If an employee is required to work in excess of twelve (12) consecutive hours in any one (1) day, the employee shall be paid overtime at the rate of double straight-time pay for those excess hours, exclusive of meal periods.

Breaks and Meal Period:

The Hospital endeavors to provide meal and rest periods as outlined in the Agreement and the Parties agree that it is in the employees' best interest that meal and rest periods are taken.

The Parties agree and affirm that employees are entitled to one unpaid, off-duty, 30-minute meal break per shift (for 8-hour, 10-hour and 12-hour shifts). For each workday in which an employee is not provided a meal break consistent with the Agreement, the employee is owed one (1) hour of pay at the employee's regular rate of pay for the workweek in question.

Employees will notify their leader/designee (following department protocol) if they believe they are at risk of missing a meal break, so that the Hospital may provide coverage for such meal period. If an employee cannot take a meal period, and the Hospital cannot offer a replacement meal period, the parties agree to continue the practice of Employees inputting the NL "No Lunch" and appropriate penalty pay code on the date a meal period is missed.

The Parties agree and affirm that employees are entitled to two (2) 15-minute rest periods for 8- hour, 10-hour shifts and three (3) 15-minute rest periods for 12-hour shifts. For each workday in which an employee is not provided a rest period the Employee is owed one (1) hour of pay at the employee's regular rate of pay for the workweek in question.

Employees will notify their leader/designee (following department protocol) if they believe they are at risk of missing a rest period, so that the Hospital may arrange for coverage and offer an alternative rest period. If an employee cannot take a rest period, and the Hospital cannot offer an alternative rest period, Employees will input the proper pay code on the date a rest period is missed.

By acknowledging their biweekly time cards, employees will be affirming that they have been provided all contractual meal and rest periods or have followed the requirements as outlined above.

Rest between Shifts:

Any employee who is assigned to a second shift without a twelve (12) hour rest after the previous shift shall be compensated at one-half (1½) their straight time hourly rate of pay. An employee may waive this right in writing at their discretion on a case-by-case basis.

No Pyramiding of Overtime:

The provisions regarding overtime pay are not cumulative nor a penalty on a penalty. In the event of a conflict between two applicable provisions, the provision providing for a higher rate of overtime pay shall apply.

Article X. Seniority

Seniority Defined:

Seniority is defined as the length of service in the Hospital Laboratory from the employee's most recent hire or transfer date into the Laboratory. There will be no distinction between Full Time and Part Time employees in the application of seniority in the Agreement with seniority first applying to Full Time and Part Time employees as a group and (as provided elsewhere in the Agreement) then to Per Diem employees.

Tie Breaker for Seniority:

In the event two (2) employees have the same Seniority, priority will be determined by initial employment application date and time; the employee with the earlier time shall prevail.

Seniority List:

A Seniority list shall be prepared by the Employer effective December 1st and provided to the Union no later than three (3) weeks after that date.

Introductory and Evaluation Period:

An introductory period of ninety (90) days, from date of first hiring, shall be established for new full-time and part-time employees. The introductory period for per diem employees shall be the greater of ninety (90) days or completion of three hundred and sixty (360) actual hours worked. During such introductory period, the employees may be discharged for any reason which, in the opinion of the Hospital, is just and sufficient. This is not subject to grievance procedure. The Hospital may extend the introductory period with notice to and mutual agreement with the union. For each employee who transfers within the

bargaining unit, there shall be an evaluation period of thirty (30) days, beginning on the first day of work in the new role. At any time during the thirty (30) day period, the employee may return to his/her previous position at either the employee's or Hospital's request.

Article XI. Grievance Procedure

Discharge without Recourse:

Employees may be discharged without recourse to the grievance procedure during their introductory period which is ninety (90) days following hire date, unless extended by mutual agreement.

Hospital and Union Cooperation:

In establishing the procedure hereinafter set forth, the Hospital and the Union declare their intent that each shall make an honest effort to settle grievances promptly.

Definitions:

"Grievance" as used in this Agreement is limited to a complaint or request of an employee which involves interpretation, application or compliance with the specific provisions of this Agreement.

The "shop steward" may be an employee of the Hospital and appointed by the Union for such purpose of representing the grievance/grievant.

"Days" as used in this Article shall exclude Saturdays, Sundays and holidays. In the application of the grievance procedure, the day on which the grievance arises shall not be counted.

Grievance Procedure:

Step 1. An employee with a grievance shall discuss the matter with the employee's Supervisor no later than five (5) days from which it arises or becomes known to the employee. The Employee may be accompanied by a union steward, if he or she desires. The Supervisor shall reply within five (5) days after presentation. If the grievance is not resolved within the ten-day timeframe, the grievance shall be handled in accordance with the procedure set forth below.

Step 2. If the grievance is not resolved at Step 1, the grievance shall be presented in writing to the Chief Human Resources Officer (CHRO) or his/her designee within thirty (30) days from the date of occurrence. Such written grievance shall give all details as to the nature of the grievance, the provision of this Agreement under which the grievance is lodged, the date on which the grievance was taken up with the immediate supervisor, and the disposition of the grievance by the immediate supervisor. A grievance is deemed to be waived if not presented within this time limit. The CHRO/designee shall reply in writing within ten (10) days. If the CHRO or designee does not respond within the time limits, the grievant may proceed to Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be presented in writing to the Chief Executive Officer or his/her designee within ten (10) days from the written decision at Step 2. Such written grievance shall give all details as to the nature of the grievance, the provision of this Agreement under which the grievance is lodged, the date on which the grievance was taken up with the immediate supervisor, and the disposition of the grievance by the immediate supervisor. The Chief Executive Officer or designee shall reply in writing within twenty (20) days of the date of the Step 3 grievance, but no later than ten (10) days following a hearing, if applicable. The Employee may request a personal meeting with

the Chief Executive Officer or his/her designee. Such a request will be honored, and the grievant shall be given the opportunity to present evidence and witnesses on his/her behalf.

Step 4. If the grievance is not resolved at Step 3, either party may deliver a written request for arbitration within ten (10) days from the written decision at Step 3. The parties shall then attempt to agree upon a mediator. If agreement cannot be reached, the parties will request a panel of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names until an arbitrator is selected. To determine which party strikes the first name, the parties shall flip a coin. The arbitrator shall promptly conduct a hearing on the grievance. The decision of the arbitrator shall be delivered in writing within 30 days, and the decision shall be final and binding, within the scope of the arbitrator's jurisdiction. The arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) hear or decide any dispute as to the numbers or classifications of employees needed, at any given time, to staff the departments; (3) arbitrate any matter after the Agreement has expired other than matters which arose prior to the time of expiration of the Agreement. The arbitrator shall strictly enforce the time limits for the filing and processing of grievances. A grievance shall be deemed waived if not timely presented and pursued. Time limits may be waived by mutual written agreement of the parties.

Discharges:

In the event the grievance concerns a discharge, the grievance must be presented directly to the President/Chief Executive Officer or his/her designee within seven (7) calendar days following the date of discharge, and provided further that no grievance pertaining to discharge shall be entertained where the employee has not completed the Introductory Period, as defined in Article 2, with the Hospital.

Contract Interpretation Disputes:

Any grievance involving the interpretation of the language of this Agreement must be presented by the grieving party (Union or Hospital) within 30 days of the date on which the grieving party was aware, or should have been aware, of the disputed practice. The Union shall be deemed to be aware of issues known to the shop stewards, or issues of which the shop stewards should have been aware. The grievance must be presented in writing, and must specify the reasons for the grievance. The parties shall then meet at a mutually agreeable time to discuss and attempt to resolve the dispute. If no resolution is reached within 30 days of the presentation of the written grievance, either party may request arbitration in accordance with the procedures set forth in Step 4.

Costs and Expenses:

For Arbitration (or mediation) each party shall bear its own costs and expenses in connection with all steps of this procedure except that the fees of the arbitrator and the cost of the hearing space (if a neutral location is chosen) shall be paid one-half (1/2) by the aggrieved party and one-half (1/2) by the other party. In no event may the arbitrator award back pay of more than 365 calendar days in a discharge case.

Time for Grievance Meetings:

Whenever possible, all grievance discussions and meetings will be scheduled on non-working time of the Grievant and the shop steward. In the event that it is not possible to use non-working time, the Grievant will not be required to clock out for a formal grievance

Article XII. Discipline

Discipline:

Hospital shall have the right to discipline or discharge employees for violations of Hospital rules and policies. Discipline shall be administered only for reasonable cause. Discharge shall only be for just cause. The parties agree that principles of progressive discipline shall be followed when appropriate to the nature of the infractions.

Article XIII. Compensation Program

Hourly Rates of Pay:

The following pay scale will be effective the first full pay period following ratification of the Agreement:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lead Clinical Lab Scientist	\$59.91	\$62.91	\$66.06	\$69.36	\$72.83	\$76.46	\$80.29	\$84.29
Clinical Lab Scientist	\$54.46	\$57.18	\$60.04	\$63.05	\$66.21	\$69.51	\$72.99	\$76.63
Clinical Lab Scientist - PD	\$62.63	\$65.77	\$69.05	\$72.51	\$76.14	\$79.95	\$83.95	\$88.14
Medical Lab Tech II	\$40.66	\$42.70	\$44.83	\$47.09	\$49.44	\$51.91	\$54.50	\$57.23
Medical Lab Tech II - PD	\$46.77	\$49.12	\$51.57	\$54.14	\$56.85	\$59.69	\$62.68	\$65.81
Medical Lab Tech - Non Cert.	\$30.92	\$32.47	\$34.09	\$35.79	\$37.58	\$39.46	\$41.44	\$43.51
Medical Lab Tech - Non Cert - PD	\$35.56	\$37.34	\$39.21	\$41.16	\$43.22	\$45.38	\$47.65	\$50.03
Lead Histology Tech	\$40.26	\$42.28	\$44.39	\$46.62	\$48.95	\$51.40	\$53.96	\$56.66
Histology Tech Cert.	\$38.35	\$40.26	\$42.27	\$44.38	\$46.62	\$48.94	\$51.39	\$53.95
Histology Tech Non-Cert.	\$36.52	\$38.35	\$40.26	\$42.27	\$44.39	\$46.61	\$48.94	\$51.39

Annual Increases:

- Effective the first full pay period following one (1) year after ratification, all employees will receive a three and one-half percent (3.5%) across-the-board wage increase.
- Effective the first full pay period following two (2) years after ratification, all employees will receive a three percent (3%) across-the-board wage increase.
- Effective the first full pay period following three (3) years after ratification, all employees will receive a three percent (3%) across-the-board wage increase.

Step Advancement:

All employees eligible for step advancement shall advance from Steps 1 – 5 upon the employee’s anniversary date of hire.

- Employees who have ten (10) years continuous service with the Hospital, who are at Step 5 at the time of reaching ten (10) years, shall be advanced to Step 6.
- Employees who have fifteen (15) years continuous service with the Hospital, who are at Step 6 at the time of reaching fifteen (15) years, shall be advanced to Step 7.
- Employees who have twenty (20) years continuous service with the Hospital, who are at Step 7 at the time of reaching twenty (20) years, shall be advanced to Step 8.

Per Diem employees shall advance after completing a minimum of eight hundred thirty two (832) actual hours worked for each of the first five (5) steps (1-5). Advancement is limited to one advancement per year. Per Diem employees shall be eligible to advance through each additional Step (6-8) after completing

a minimum of four thousand one hundred sixty (4,160) actual hours worked. Advancement is limited to one advancement per five (5) years.

Annual Incentive Program:

Employees having at least one thousand (1,000) hours in combined compensated and drop time hours in the fiscal year, are eligible to participate in the Hospital's annual incentive plan, which rewards employees for his/her contributions in helping the Hospital meet its Organizational Performance Objectives. The target incentive compensation shall be one percent (1.0%) for each fiscal year. Each employee's incentive compensation, shall be paid out in a single lump sum, based on the employee's earnings for actual hours worked during the fiscal year.

Article XIV. Shift Differential

Application:

This Article shall not apply to any employee whose scheduled shift begins at 7:00 a.m. or after and ends at 6:00 p.m. or before. Shift differential shall be paid only for full hours worked. Aside from hours actually worked, employees shall only receive a shift differential for time spent on paid sick leave not related to a leave of absence.

Shift Defined:

An evening shift is defined as hours worked between the hours of 2:30 p.m. and 11:00 p.m.

A night shift is defined as hours worked between the hours of 11:00 p.m. and 7:00 a.m.

Shift Differential:

The Employer shall continue to pay the following shift differentials consistent with the practices in place as of January 1, 2022:

PM shift differential	\$3.00/hour
Night shift differential	\$5.75/hour

Article XV. Paid Time Off (PTO), Extended Sick Leave (ESL) and Holidays

Paid Time Off (PTO) and Accruals:

Paid Time Off (PTO):

PTO may be used for vacation, holidays, illness, emergencies, religious observances, routine health or dental care, personal business, California Paid Sick Leave (PSL) compliance, or other elective absences.

Accruals and Maximums:

PTO is accrued every pay period and is based on hours paid. The maximum number of PTO hours that may be accrued is two (2) times the annual accrual rate. Once accrual maximum is achieved, the accrual will cease until the balance drops below the maximum. The pay period accrual schedule below is based on a full-time status employee who is paid eighty (80) hours in each pay period:

Years of Service	Hours Accrued per Pay Period	Approximate Days per Year	Approximate Hours per Year	Max Accruals (days)	Max Accruals (hours)
0 to 1.99	8.46	27.50	219.96	54.99	439.92
2 to 4.99	10.00	32.50	260.00	65.00	520.00
5 to 13.99	13.08	42.51	340.08	85.02	680.16
14 to 18.99	13.70	44.53	356.20	89.05	712.40
19 to 28.99	14.62	47.52	380.12	95.03	760.24
29+	16.15	52.49	419.90	104.98	839.80

Eligibility for PTO and PTO Bonus:

PTO Eligibility:

All full-time and part-time employees are eligible for the PTO program. During the first 89 days of employment, PTO will accrue but cannot be used except for the legal holidays identified in this Article. Use of PTO on or after the 90th day of employment will be limited to the employee's earned PTO balance.

PTO bonus:

Employees who do not miss work because of sick leave or other unscheduled time off (including unscheduled PTO) in a quarter shall receive a bonus of an additional eight (8) hours of PTO, which will be prorated for part time employees.

PTO Cash Out:

PTO Hardship and Elective Cash Out will continue under current hospital policy and IRS regulations.

Extended Sick Leave (ESL):

ESL and Eligibility:

ESL can be used by full-time and part-time employees who have completed the first ninety (90) days of employment to supplement State Disability Insurance (SDI) or workers' compensation benefits during an extended illness or injury period. PTO will be used when ESL has been exhausted. While ESL does accrue, it is not a wage, and under no circumstances can ESL be cashed out.

Accruals and Maximums:

ESL accrual will be as follows:

Years of Service	Hours Accrued per Pay Period	Approximate Days per Year	Approximate Hours per Year	Max Accruals (days)	Max Accruals (hours)
0 to 4.99	1.85	6.01	48.10	130	1080
5+	1.65	5.36	42.90	130	1080

Holidays:

Schedule of Holidays:

PTO as provided in this Article is inclusive of holidays; employees do not accrue any additional holiday pay beyond their PTO accrual. The following are nationally recognized holidays:

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

Work on a Holiday:

Employees who work on a holiday listed above will be paid at a rate of time and one-half (1½) for that day. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

Article XVI. Leaves of Absences

Application and Eligibility for Leave of Absence:

Leaves of absence will be granted for reasons protected by law, and may be granted for other valid personal reasons, upon proper application and approval of Administration.

All leaves of absence are to be requested in writing to the Department Director as far in advance as possible (but no less than 30 days, unless emergent) stating time requested and all pertinent information. A written reply to grant or deny the request shall be given by Human Resources as soon as possible following receipt of the request.

Except to the extent required by statute, total leave of absence shall not exceed six (6) months in any rolling twelve (12) month period.

Employees shall not earn or accrue sick leave or Paid Time Off (PTO) during any leave of absence.

Employees on LOA status shall maintain their existing paid group health benefits so long as their time on leave status is paid, or if required by statute. Paid group health benefits shall also be maintained for the first thirty (30) days on unpaid leave status. Thereafter, the employee will have the option of paying the cost of the employee's existing health insurance coverage at the Hospital's current group premium rate.

Return from Authorized Leave of Absence:

When an employee returns within six (6) months or less from an authorized leave of absence, the Hospital shall reinstate employee to his/her former position and department.

Article XVII. Insurance Programs

Health Insurance:

The employer shall provide medical, prescription, dental, and vision insurance coverage for eligible full time and part-time employees, as well as their eligible dependents, under plans adopted and approved by Hospital District from time to time. The current plans are described in the respective Summary Plan Documents. Benefits and coverage, including employee premium, shall be subject to periodic review and amendment by the Hospital from time to time. Employees will be provided with health insurance coverage upon the first of the month following the completion of thirty (30) days of employment with the Hospital, or earlier if required by law. If the Hospital decides to make changes or amendments to the current plan,

the Union will be given 60 days' notice of the change(s), and the Hospital will meet and confer with the Union upon request.

Life Insurance:

The Hospital shall provide, at no cost to all full-time and part-time employees, life insurance coverage in the following amounts: one-half base annual salary for employees with less than five (5) years of employment with the Hospital, and one-time base annual salary for employees with five (5) or more years of employment with the Hospital.

Retiree Health Plan Funds:

The Hospital will provide financial support for Retirees under the conditions specified below:

1. Employees must be between the ages of 60 & 65.
2. This benefit applies to the employee only.
3. Employees must have worked in a benefited position for a minimum of twenty (20) years at SVMHS immediately prior to retirement.
4. Employees must retire under the SVMHS retirement plans, but do not have to be collecting retirement at the time of enrollment.
5. Employees who retire with twenty (20) to twenty-four (24) years of service will receive a retiree health plan fund in the amount of \$18,000.
6. Employees who retire with twenty-five (25) or more years of service will receive a retiree health plan fund in the amount of \$21,000.
7. Upon retirement, employees may use as much of their account, as needed, each year to purchase health insurance.
8. Employees have the option to purchase COBRA and/or private health insurance using SVMHS retiree health plan funds.
9. Employees will not be eligible for SVMHS employee group health plans upon expiration of COBRA benefits.
10. Employees must pay the insurance premium then submit receipts for reimbursement.
11. Employee's unused account balance expires at age sixty-five (65) or Medicare eligibility, whichever comes first.

Article XVIII. Retirement

Salary Deferral:

Bargaining unit employees are eligible to participate in the Salinas Valley Memorial Healthcare System 403(b) Retirement Plan subject to the terms and conditions set forth in the Plan Document.

Eligibility for Employer Contributions:

Full-time and Part-time employees with a minimum of 1,000 hours of service in the Plan Year are eligible for Employer Basic and Matching Contributions under the Salinas Valley Memorial Healthcare System 403(b) Retirement Plan. Employer contributions are based on compensation earned while in a benefited position.

Employer Basic and Matching Contributions:

Eligible employees will receive a 403(b) Basic Contribution equal to 5% of eligible compensation. Eligible employees who defer at least 3% of eligible compensation to the 403(b) Plan Year are eligible for the Employer Match (100% of salary deferrals from 3% up to 8% of eligible compensation).

Article XIX. Certification Bonus

Certification Bonus:

For all full-time and part-time employees who have passed the introductory period and work in a job classification for which a license or certification is required or preferred as indicated in the job description, a bonus of three hundred and seventy-five dollars (\$375) will be paid upon obtaining or renewing no more than one (1) license or certification.

Article XX. No Strike / No Lockout

No Strike/No Lockout:

The parties agree that during the life of this agreement there will be no strikes, lockouts, slowdowns or work stoppages of any kind for any reason. There shall be no sympathy strikes, slowdowns or work stoppages of any kind or for any reason directly or indirectly connected with any strike, slowdown, work stoppage or grievance of any other group, organization, individual or individuals.

Article XXI. Non-Discrimination

Non-Discrimination:

The Hospital and the Union agree that neither party shall discriminate in respect to employment by reason of Union activity, race, color, creed, national origin, age, sex, religion, disability or sexual orientation, or by reason of the employee being a member of a protected class as defined or by Federal or State law.

Article XXII. Successorship

Successorship:

In the event of sale, merger or other transaction involving transfer of control of the Hospital, the Hospital shall, within a reasonable period of time, but not fewer than sixty (60) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address, and designated representative. Prior to the sale, merger, or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this Agreement and of its terms and conditions, shall provide a copy of this Agreement to the acquiring entity.

Salinas Valley Memorial Hospital District


Michelle Childs
Chief Human Resources Officer

5/19/25
Date


Clement Miller
Chief Operating Officer

5/13/25
Date


Robert Andersen
Human Resources Manager

4/30/25
Date

Engineers and Scientists of California,
Local 20, IFPTE


John Mader
President

09/05/2024
Date


Grant Hill
Senior Union Representative

10/15/2024
Date


Frank Yu
Lead Clinical Lab Scientist

10/15/2024
Date