

AGREEMENT

BETWEEN

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

COVERING

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

December 18, 2015 TO

January 15, 2021

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EDEN MEDICAL CENTER

AND

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

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

WITNESETH: PREAMBLE

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

SECTION 1. AGREED OBJECTIVES

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

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

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

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

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

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

## SECTION 2. NO DISCRIMINATION

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

## SECTION 3. MANAGEMENT RIGHTS

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

## SECTION 4. UNION MEMBERSHIP

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

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

New employees hired subsequently shall, not later than the thirty-first (31st) day following the commencement of their employment, become and remain members of the Union in good standing. (Membership in good standing is defined to mean the tender of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership).

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

charitable funds shall be mutually agreed upon through the meet and confer process between the Medical Center and the Union, if the need to designate such charitable funds arises.

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

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

#### Voluntary Written Assignment of Wages

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

The Medical Center will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employee for whom deductions were made. Normally the deduction of such assigned wages will be made on the first pay period of each month for the then current Union membership fees or service fees. However, the Union and the Medical Center may make other arrangements by mutual consent. At the time of employment a copy of this agreement shall be given by the Employer to each new employee covered. The Employer shall also give to each the Union forms for membership and dues authorization for payroll deduction. The Union will provide the appropriate documents to the Employer, and will hold the employer harmless for failure to comply with this provision if the failure is due to the non-receipt of the appropriate documents from the union. The Union will hold harmless the Medical Center against any claim or obligation which may be made by any person by reason of the deduction of Union membership dues, fees or service fees including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Medical Center by reason of failure to perform under this Section.

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

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

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

A function of the Shop Steward shall be to present grievances as defined in this Agreement to the designated Medical Center representative at the first step of the grievance procedure as set forth in Section 39. The Shop Steward shall perform his/her functions outside of his/her working hours on his/her own time, except that when attending a meeting requested by the employer. He/she shall be compensated in accordance with the employer's practice. The Shop Steward shall not direct any employee how to perform or not perform the employee's work; shall not countermand the order of any supervisor; and shall not interfere with the normal operations of the Medical Center or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.

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

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

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

#### Bulletin Board

A bulletin board will be provided for exclusive use by the Union for the posting of Union notices. This bulletin board will be adjacent to other union bulletin boards. It is understood such notices will contain no editorial comment. Notices that the Union desires to be posted on

Medical Center bulletin boards shall be submitted to the Medical Center for approval. The Medical Center reserves the right to remove inflammatory or defamatory material.

## SECTION 6. HIRING AND PROBATIONARY PERIOD

The Medical Center may hire employees from any source. Any person may be employed who, in the judgment of the Medical Center, will make the best employee, and the Medical Center shall be sole judge of the fitness of any applicant for the job.

A probationary period of ninety (90) days from date of first hiring shall be established for new employees, except that for per diem employees the probationary period will be the longer of 90 calendar days or 720 hours worked.

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

### Discharge for Cause

The Medical Center shall have the right to discharge any employee for dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or for violating Medical Center Policies & Procedures which are accessible to all employees. The Medical Center agrees to exercise fair and reasonable judgment in the application of this Section.

If, in the opinion of the Union, an employee has been unjustifiably discharged, or has been discharged or laid off to avoid tenure advancement, or because of Union activity, such discharge or layoff shall be subject to the grievance procedure as provided below.

In the event the Medical Center gives an employee a written warning for misconduct, a copy of the warning will be mailed to the Union. In the event copies are not given to the employee and the Union, the reprimand shall be treated as a documented counseling.

All discipline will become null and void and not used with any subsequent discipline twelve (12) months after the date of issuance.

Performance discipline and absentee tardy discipline will be held separate and not in conjunction with each other.

## SECTION 7. JOB POSTINGS

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



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

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

## SECTION 8. SENIORITY

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

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

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

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

Seniority shall be applied in the following order:

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

3. ii. Subsequent to January 1, 2004, every 100 hours worked provides 1 month seniority credit.

On Call and Temporary employees.

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

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

Seniority shall be broken by any of the following:

- a. Voluntary resignation;
- b. Discharge for cause;
- c. Any period of twelve (12) or more months during which an employee is no longer employed by the Medical Center.

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

## SECTION 9. TYPES OF EMPLOYEES

### 9.1 Types of Employees Defined:

- A. Regular Full-Time employee is one who is regularly scheduled to work a pre-determined work schedule of forty (40) hours per seven (7) calendar day period.
- B. Regular Part-Time employee is one who is regularly scheduled to work a pre-determined work schedule of less than forty (40) hours but more than or equal to twenty (20) hours per seven (7) calendar day period.
- C. Short Hour employee is an employee working under the following conditions:
  1. Regularly assigned to work a pre-determined schedule of less than 20\* hours per week;

D. On Call (Per Diem) employee is an employee working intermittently on an as-needed basis. All On Call Employees shall be required to make themselves available for work at a minimum of two shifts per pay period.

E. Temporary Employee

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

\*The parties have agreed that the Benefits threshold for all employees hired after 1 September, 2012 shall be thirty (30) hours; in the event CNA agrees to the same eligibility then the thirty (30) threshold shall apply to current employees.

## 9.2 Reclassification of Short Hour and On Call employee

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

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

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

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

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

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

## SECTION 10. HOURS OF WORK

### 10.1. Hours of Work and Overtime

The straight-time work week shall be forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. If an employee is required to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in any one work week, the employee shall be paid overtime at the rate of one and one-half (1-1/2) the regular rate of pay.

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

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

## 10.2 Rest Between Shifts

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

## 10.3 Availability for Extra Work Assignments

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

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

#### 10.4 Work Schedules

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

#### 10.5 Changes in Schedules

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

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

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

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

1. Adoption of an AWS can be obtained via mutual agreement between the affected employee(s) and the Medical Center;
2. AWS's for an entire unit will be adopted via secret ballot election by the unit employees. If approved by 2/3 of the identified unit, all employees in the identified unit will work the AWS. The election will be administered by the Medical Center, at the Medical Center, during normal shift hours, and announced at least one week in advance. A non-vote will be counted as a no vote, however unit employees on a leave of absence will not count against the 2/3 pass ratio.

### SECTION 12.WEEKENDS OFF

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

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

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

#### SECTION 13. REST PERIODS

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

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

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

#### SECTION 14. WAGES

First full pay period following December 18, 2015

- 3% ATB increase for the Clinical Lab Techs and Clinical Lab Scientists
- 3% lump sum payment for Lead Clinical Lab Scientists of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid as a Lead Clinical Lab Scientist, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

First full pay period following December 18, 2016

- 3% ATB increase for the Clinical Lab Techs, Clinical Lab Scientists & Lead Clinical Lab Scientists

First full pay period following December 18, 2017

- 3% ATB increase for the Clinical Lab Techs and Clinical Lab Scientists
- 3% lump sum payment for Lead Clinical Lab Scientists of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid as a Lead Clinical Lab Scientist, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

First full pay period following December 18, 2018

- 4% ATB increase for the Clinical Lab Techs, Clinical Lab Scientists & Lead Clinical Lab Scientists

First full pay period following December 18, 2019

- 4% ATB increase for the Clinical Lab Techs and Clinical Lab Scientists

4% lump sum payment for Lead Clinical Lab Scientists of the employee's base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid as a Lead Clinical Lab Scientist, including shift differential if applicable, and PTO paid. The payment will be subject to applicable withholdings and deductions. Employees on an approved leave of absence at the time of the payout shall be eligible for the payment upon return from their leave, based on eligible compensation.

Effective first full pay period following December 18, 2015

								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Tech	\$30.78	\$31.64	\$32.55	\$33.45	\$34.40	\$35.38	\$36.39	\$37.42	\$38.49	\$39.58		
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10	11	12
Clinical Lab Scientist	\$45.20	\$46.55	\$47.93	\$49.37	\$50.84	\$52.38	\$53.94	\$55.02	\$56.12	\$57.25	\$58.39	\$59.55
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Scientist Team Leader	\$59.52	\$61.30	\$63.14	\$65.03	\$66.99	\$68.32	\$69.69	\$71.08	\$72.50	\$73.96		

Effective first full pay period following December 18, 2016

								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Tech	\$31.70	\$32.59	\$33.52	\$34.46	\$35.43	\$36.44	\$37.48	\$38.54	\$39.65	\$40.77		
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10	11	12
Clinical Lab Scientist	\$46.55	\$47.94	\$49.36	\$50.85	\$52.37	\$53.95	\$55.56	\$56.67	\$57.81	\$58.96	\$60.14	\$61.34
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Scientist Team Leader	\$61.31	\$63.14	\$65.03	\$66.98	\$69.00	\$70.37	\$71.78	\$73.21	\$74.68	\$76.18		



Effective first full pay period following December 18, 2017

								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Tech	\$32.65	\$33.57	\$34.53	\$35.49	\$36.49	\$37.53	\$38.60	\$39.70	\$40.84	\$41.99		
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10	11	12
Clinical Lab Scientist	\$47.95	\$49.38	\$50.84	\$52.38	\$53.94	\$55.57	\$57.23	\$58.37	\$59.54	\$60.73	\$61.94	\$63.18
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Scientist Team Leader	\$61.31	\$63.14	\$65.03	\$66.98	\$69.00	\$70.37	\$71.78	\$73.21	\$74.68	\$76.18		

Effective first full pay period following December 18, 2018

								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Tech	\$33.96	\$34.91	\$35.91	\$36.91	\$37.95	\$39.03	\$40.14	\$41.29	\$42.47	\$43.67		
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10	11	12
Clinical Lab Scientist	\$49.87	\$51.36	\$52.87	\$54.48	\$56.10	\$57.79	\$59.52	\$60.70	\$61.92	\$63.16	\$64.42	\$65.71
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Scientist Team Leader	\$63.76	\$65.67	\$67.63	\$69.66	\$71.76	\$73.18	\$74.65	\$76.14	\$77.67	\$79.23		

Effective first full pay period following December 18, 2019

								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Tech	\$35.32	\$36.31	\$37.35	\$38.39	\$39.47	\$40.59	\$41.75	\$42.94	\$44.17	\$45.42		
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10	11	12
Clinical Lab Scientist	\$51.86	\$53.41	\$54.98	\$56.66	\$58.34	\$60.10	\$61.90	\$63.13	\$64.40	\$65.69	\$67.00	\$68.34
								10 yrs	15 yrs	20 yrs		
	1	2	3	4	5	6	7	8	9	10		
Clinical Lab Scientist Team Leader	\$63.76	\$65.67	\$67.63	\$69.66	\$71.76	\$73.18	\$74.65	\$76.14	\$77.67	\$79.23		

**SECTION 15. SHIFT DIFFERENTIAL**

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

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

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

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

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

- a. Shift differentials will be paid for each shift that extends or is advanced at least two (2) hours into the applicable premium shift, but only those hours worked in the premium shift will be paid at the applicable shift differential. Accordingly, hours worked in advance of a day shift employee's regularly scheduled shift beginning at 7:00 A.M. shall qualify for the night shift differential, provided the employee begins work on or before 5:00 A.M. (which extends two hours into the applicable premium shift). Example: Employee works regularly scheduled day shift from 7:00 A.M. to 3:30 P.M. The Medical Center asks the employee to work and the employee does work an additional four hours, beginning at 3:00 A.M. to 7:00 A.M., and 8 hours of the employee's regularly scheduled day shift. However, if that employee is asked to come into work at 6:00 A.M., the employee does not receive a shift differential for the first hour of the shift because it did not advance at least two hours into the premium shift.
- b. Employees who are scheduled to work premium shifts (P.M. shifts or night shifts) and who are asked to come in early or stay late will receive shift differential for all hours worked in the shift. Accordingly:
  - i. If the Medical Center asks a CLS/CLT assigned to the night shift to continue to work into the day shift or to come in early and begin work in advance of their regularly scheduled night shift, the employee shall receive the night shift differential for all hours worked in the shift. Example: Employee works regularly scheduled night shift from 11:00 P.M. to 7:30 A.M. The Medical Center asks the employee to work and the employee does work an additional four hours, beginning at 7:00 P.M.

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

- c.
  - i. If the Medical Center asks a P.M. shift employee to come in early and begin work in advance of their regularly scheduled P.M. shift, all such hours shall qualify for the P.M. shift differential. Example: Employee works a regularly scheduled P.M. shift from 3:00 P.M. – 11:30 P.M. The Medical Center

asks the employee to work and the employee does work an additional four hours, beginning at 11:00 A.M. The employee is paid the P.M. shift differential for the entire shift.

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

#### SECTION 16. LEAD PAY

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

#### SECTION 17. STAND-BY PAY

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

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

1. 1.5 times base pay rate when called in to work with minimum 4 hours of pay, plus appropriate shift differential, per hospital policy.
2. When a CLS is on stand-by (on their normally scheduled day off on Sunday) and gets called to work on that day they shall be paid premium pay at 1.5 times their regular rate of pay for hours worked. If the total hours worked in that work week exceeds 40 (inclusive of the Sunday) they will receive overtime pay for those hours worked in excess of 40.

17.1 Call Back while not on controlled stand-by:

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

SECTION 18. TUITION REIMBURSEMENT & EDUCATION ALLOWANCE  
REIMBURSEMENT

TUITION REIMBURSEMENT

Bargaining unit employees may apply for qualified tuition reimbursement under same terms and conditions the Medical Center provides to its non-exempt, unrepresented employees. The Medical Center shall notify the Union thirty (30) days in advance of any changes to the tuition reimbursement program so that the parties may bargain over the impact the changes would have on bargaining unit employees, but not the decision to make changes.

EDUCATIONAL ALLOWANCE REIMBURSEMENT

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

- A. Education Allowance may include:
  - 1. Registration fees for accredited course work for continuing education credits
  - 2. Seminar registration fees
  
- B. All requests for education allowance reimbursement must be applicable to the Employee's current position. Requests must be made at least thirty (30) days in advance. All requests must be approved by the Director of the Laboratory. The Medical Center will consider requests for education allowance reimbursement made less than thirty (30) days in advance when knowledge of the course or seminar is not available to the Employee thirty (30) days in advance.
  
- C. The maximum education allowance benefit allowed, \$250 per calendar year, is prorated based on an Employee's standard hours (i.e., a 20 hour Employee will have 50% of \$250 annual benefit or \$125 available). Forty hour Employees are considered full-time and eligible for the full \$250 benefit.

**SECTION 19. RELIEF IN HIGHER CLASS**

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

**SECTION 20. PAID TIME OFF**

PTO accruals begin on the first day of employment and continue to accrue on the basis of assigned hours and length of service. PTO may be used as accrued, but may not be used in advance.

With the exception of emergencies or illnesses, PTO must be requested by the employee in advance, and agreed to in advance by the Department Head or Supervisor. There shall be access to vacation all twelve (12) months of the year, based on staffing and operational needs.

PTO must be used for all time off except educational leave, bereavement leave, and jury duty. PTO may be used for Military Leave or Industrial LOA in accordance with State and Federal laws. Additional leave without pay will be considered only when all PTO accruals have been exhausted. Full-time benefited employees will accrue PTO according to the following schedule:

Length of Service	Accrual per Bi-Weekly Pay Period	Total PTO Days Earned/Year
Less than one year	8.00	26
One year and less than five years	9.54	31
Five years and less than ten years	11.08	36
Ten years or more	12.62	41
<b>P</b>		
<b>Employees Hired after 9/1/12</b>	<b>Accrual per Bi-Weekly Pay Period</b>	<b>Total PTO Days Earned/Year</b>
Length of Service		
One year to five years		25
Six years to ten years		30
Eleven years or more		35

Part-time employees will accrue PTO on a pro-rated basis based on their regular status. The following classifications of employees accrue PTO:

- Regular, full-time employees
- Regular, part-time employees

PTO hours not used or converted will be accumulated into the next year. PTO cannot be accumulated over a cap of 400 hours.

Twice a year, on the first pay period in June and December, all PTO over the cap (limit) of: 400 hours will automatically be cashed out by the Medical Center and paid to the employee in his/ her regular check.

Upon termination of employment with the Medical Center or upon changing to non-benefited status, all unused PTO hours will be paid off at the current hourly rate.

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

A. Blocks of time in one-week increments:

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

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

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

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

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

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

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

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

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

## SECTION 21. SHORT TERM DISABILITY

- A. Employees working at least 30 hours per week are eligible for short-term disability benefits. The weekly benefit is 66 2/3% of the employee's normal gross earnings up to 180 days. PTO hours can be used to supplement the employee's short term disability benefit up to 100% of the employee's take home pay.
- B. Employees must be on an approved medical leave of absence to access the plan. A Benefit Claim form certified by a physician will need to be submitted within 30 days of illness to start benefits.



- C. There is a seven (7) day waiting period before benefits are paid. PTO hours can be used during the waiting period. Benefits will be subject to integration with other disability payments such as Worker's Compensation, State Disability Insurance or Social Security Disability Insurance.

## SECTION 22.HOLIDAYS

The following are the recognized holidays, upon completion of thirty (30) calendar days of continuous service, except the Birthday holiday, which requires sixty (60) calendar days of employment:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

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

If the employee requests their birthday off with at least thirty (30) days advance notice to their Department Head, and that request is denied due to operational needs, the employee will be entitled to time and one-half (1½) their straight time rate of pay for hours worked on their birthday.

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

## SECTION 23. BEREAVEMENT LEAVE

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

guardian. In circumstances when an employee is on PTO and the death of a family member occurs, the employee may convert PTO to Bereavement leave per the schedule below.

Bereavement Leave will be granted according to the following schedule:

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

#### SECTION 24. JURY DUTY

A regular full-time or part-time benefited employee who produces a jury duty summons will be excused from regularly scheduled hours of work with pay while on jury duty, in accordance with the following, upon producing verification of attendance:

**Day Shift:** If an employee scheduled for Day Shift is dismissed from Jury Duty in time to complete three (3) or more hours of his/her regular shift, the employee may offer to report to duty.

**PM Shift:** An employee scheduled for a PM shift shall be excused for the entire shift if Jury Duty on that day is for three (3) or more hours. If Jury Duty is for less than three (3) hours, the employee will qualify for Jury Duty pay by working a shift that day that includes the time spent on Jury Duty.

**Night Shift:** An employee called for Jury Duty on the same day in which they are scheduled to conclude working a Night Shift shall be excused for the entire shift. If the Jury Duty on that day is for three (3) hours or more, the employee shall also be excused for the entire shift commencing the same night. If the Jury Duty on that day is for less than three (3) hours, the employee shall work for the entire shift commencing that same night.

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

## SECTION 25. EDUCATION LEAVE

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

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

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

Up to 16 hours of Education Leave per calendar year can be used for Home Study. Home Study coursework is acceptable based on pre-approval by the Department Director. For calculation of time, one (1) CEU will be equal to one (1) hour of educational leave. Home study /education leave will not be used to calculate overtime hours.

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

## SECTION 26. LEAVE OF ABSENCE

Application for leave of absence shall be made online by an employee requesting leave, and leave of absence, if granted, will be approved in writing. Authorized leave of absence for any purpose shall not affect previously accumulated PTO or tenure.

Medical Leave of Absence (MLOA) will be granted for a period of up to four (4) months upon medical certification of the need for a MLOA. Maternity Leave of Absence (MatLOA) will be granted in accordance with applicable law.

Industrial Leave of Absence (ILOA) will be granted for the length of time required to ensure that laws and entitlements are fulfilled. ILOAs must be identified with bona fide Worker's Compensation claims and reports.

An employee approved by the Integrated Disability and Absence Management Department (IDAM) to be on a MLOA or MatLOA can be replaced on a temporary basis for six months. Efforts will be made to place the LOA employee in the same or similar classification up to twelve (12) months from the initial leave. Separation procedures will be followed if placement

cannot be made. Employees on Industrial Leaves of Absence have special protections under Worker's Compensation legislation. Human Resources must be consulted relative to these provisions.

Employees on MLOA may continue their health/vision/dental coverage by payment of current premium schedules when PTO accounts are depleted. They continue to accrue PTO until balances are depleted. PTO must be used for PLOA and MLOA per policy.

Employees on ILOA will receive benefits under Worker's Compensation provision and will continue to receive health/vision/dental and life insurance coverage at Medical Center expense up to one year from the date of industrial injury. They also continue to accrue PTO for the one-year period.

Employees are required to report for work on the agreed upon date. Should a return be possible prior to that date, the employee must communicate earlier availability to the Department Manager. Placement may occur on the earlier date, but may not be guaranteed due to previous scheduling commitments. Department management will make this determination.

Except as otherwise required by law, the employee shall not forfeit any accrued rights under this Agreement by reason of leave of absence, but likewise the employee shall not accrue any rights during such leave.

Any employee on a leave of absence pursuant to this Section shall not have his/her anniversary or seniority dates adjusted for purposes of this Agreement when the leave of absence is less than thirty (30) days duration. If the employee's non-industrial LOA is thirty (30) days or more, his/her anniversary and seniority dates may be adjusted for the full period of the leave of absence. Time taken on an Industrial LOA will not be adjusted for the first twelve (12) months from the start date of the ILOA.

When an employee returns to duty, in compliance with an authorized leave of absence, the employee shall be reinstated in the same classification in which she/he was employed before the employee's absence; but if conditions in the Medical Center have so changed that it would be unreasonable to reinstate the employee in the same classification, the Medical Center will reinstate him/her in a classification as nearly comparable to the employee's original classification as is reasonable under the circumstances.

Return to work for MLOA, MatLOA and ILOA must be accompanied by medical statements giving full clearance to perform assigned tasks. Employees should provide medical certification of ability to return to work to their manager and IDAM seven to fifteen days in advance of their return date.

Absent Days. Employees with a minimum of one year of service and who are covered by PTO may request unpaid time off. Department manager approval is required. Unpaid time can also be used when the employee flexes due to low census.

## SECTION 27. HEALTH AND WELFARE BENEFITS

The Medical Center will implement the new EPO Plus, PPO, Dental and Vision Plan designs effective January 1, 2017.

### Health Care Flex Spending Account

Effective upon implementation of the new Sutter Select EPO and PPO Health Plan Designs and each calendar year following thereafter, for full time and part time benefited employees, the employer will contribute \$250.00 (two hundred fifty dollars) annually (available January 1<sup>st</sup> of each year) to a health care flexible spending account (health care FSA) account that can be used to reimburse employees for eligible health care expenses. To be eligible for the \$250.00 employer Health Care FSA contribution, the employee must be benefit-eligible as of January 1, of each plan year. The employer's FSA contributions will cease upon expiration of this contract.

\* An employee will have until April 15<sup>th</sup> 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) month and fifteen (15) days later. Contributions not used per guidelines above will be forfeited.

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

EPO: The Medical Center shall provide a fully paid Sutter Select EPO medical and vision (VSP) benefit for eligible employees, spouses, domestic partners and dependents.

PPO: The Medical Center shall provide a Sutter Select PPO premium healthcare coverage, including medical and vision benefit (VSP) for eligible employees, spouses, domestic partners and dependents. The employer shall pay 85% of the premium cost of this Plan.

The Medical Center reserves the right to select and replace Third Party Administrators of the plans, as long as such replacement does not result in any material changes in the schedule of benefits.

## SECTION 28. LIFE INSURANCE

The Medical Center will provide each regular employee working a predetermined schedule of twenty (20) hours or more per week with life insurance according to the following schedule:

1 times base annual earnings to a maximum of \$100,000.

## SECTION 29. RETIREMENT

During the term of this contract, Eden Medical Center will offer the Sutter Health Retirement Plan with the dual options of the Cash Balance design and the Defined Benefit design. Benefited employees will have a one-time choice between the two plan designs.

Prior to selecting an option, each current employee will be provided a toolkit that compares the options for their individual circumstances and allows them to make an informed decision as to which plan design is the best option based for the employee. Thus, the Medical Center proposes to replace all existing retirement provisions with the Sutter Health Retirement Plan with a one-time option between the enhanced cash balance design or the enhanced defined benefit design. Existing and new employees will have a one-time choice between these options:

### Sutter Health Retirement Plan with the Enhanced Cash Balance Design (SHRP/CB)

Years of Service Percent of Pay:

0-2	5%	21-23	9%
3-5	5%	24-26	10%
6-10	6%	27-29	11%
11-15	7%	30+	12%
16-20	8%		

The above percentages of pay would be contributed to the Sutter Health Retirement Plan with the enhanced cash balance design for eligible bargaining unit employees; the employee's SHRP/CB account balance grows at the 30-year treasury rate, applied annually. Refer to the detailed retirement materials provided to the union's bargaining team. The relevant plan documents, as amended, shall govern. Employees will still have the ability to defer income in a 403(b) plan/arrangement on a pre-tax basis.

### Sutter Health Retirement Plan with the Enhanced Defined Benefit Design (SHRP/DB)

The Sutter Health Retirement Plan with the enhanced defined benefit design uses the following formula: 2.2% times final average pay (highest average pay over any consecutive 60 month period) times years of credited service (up to 40 years) less 0.65% times Social Security Covered Compensation times years of credited service (up to 30 years), and:

1. Eligible pay for the enhanced Sutter Health defined benefit formula as defined in the SHRP/CB.

2. Eligible employees will receive a full benefit or years in which the employee worked 1,000 hours or more commencing January 1, 2003.
3. Credited service is not pro-rated.
4. Eden or designee(s) to supply relevant decision "toolkits" (written materials) for employees to use in making a one-time election between the SHRP/CB and the enhanced SHRP/DB.
5. Eden or designee(s) to hold employee information meetings related to the choice between the SHRP/CB and the enhanced SHRP/CB.
6. Includes disability benefit only for eligible bargaining unit employees after a minimum of five (5) years of covered service commencing January 1, 2003.
7. The relevant plan document, as amended, shall govern.

29.1 Retiree Health Care Account:

Commencing April 1, 2006, the Retiree Health Care Account (RHCA) will be available to eligible bargaining unit employees to help pay for health care premiums for employees and their dependants after retirement:

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

Account Value: Retirement Age Career Maximum in Account

55-59 \$20,000

60+ \$25,000

Example 1: An employee who works until age 55 and meets the eligibility criteria with 10 years of service in an eligible position will have \$10,000 in the health care account available to her or him at that time to pay for medical, dental, and/or vision premiums.

Example 2: A person who works until age 60 and meets the eligibility criteria with 25 years of service in an eligible position would be able to access \$25,000 in his or her account.

- The relevant plan document(s), as amended, shall govern.

SECTION 30. LAYOFF AND RECALL

A. Seniority by classification shall apply in cases of layoff and rehire, or reduction and restoration of hours, of regular full-time, regular part-time, per diem and on-call per diem employees who have completed probationary periods as described in Section 3, provided that where specialized work or skills is involved, in cases of layoff and rehire, the employee or employees remaining on the job or returning to work must be able to properly perform the work to be done.

B. Short-Term Layoff

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

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

SECTION 31. SEVERANCE PAY

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

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

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

SECTION 32. JOB DESCRIPTIONS

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



### SECTION 33. PERFORMANCE EVALUATIONS

Each Clinical Laboratory Scientist and Clinical Laboratory Technician shall be given a performance evaluation in writing in PSDP at the end of probationary period 90 days for full-time and part-time status employees; first six months of employment for on-call employees and those who work less than 16 hours per week) and annually thereafter on his/her anniversary date. If the Clinical Laboratory Scientist and Clinical Laboratory Technician has his/her introductory period extended, at the end of each month that it is extended he/she will be given a performance review electronically. The performance review shall be written by the Clinical Laboratory Scientist and Clinical Laboratory Technician's supervisor, with input from the appropriate immediate peer personnel. A copy of the appropriate job description will be given to the employee upon his or her review.

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

### SECTION 34. JOINT COMMITTEE

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

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

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

The objectives of the Joint Committee shall be:

- a. To serve as an oversight body for CLS and CLT activities at EMC.
- b. To recommend ways and means to improve patient care.
- c. To develop an efficient equitable and transparent method of distribution of additional hours and overtime.
- d. The committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern including, but not limited to improving communication, performance evaluation criteria, scheduling, workload, health and safety issues. The committee is encouraged to review possible issues and problems and propose potential resolutions.

#### SECTION 35. SAFETY COMMITTEE

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

#### SECTION 36. GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

If the matter then remains unresolved, the Union may refer the matter in writing to an Adjustment Board composed of two (2) representatives of the Union and two (2) representatives

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

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

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

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

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

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

Before merger, sale or closure of Sutter Health Eden Medical Center the Medical Center shall give the Union written notification at least sixty (60) days before hand.

#### SECTION 38. NO STRIKE OR LOCKOUT

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

SECTION 39. SAVINGS CLAUSE

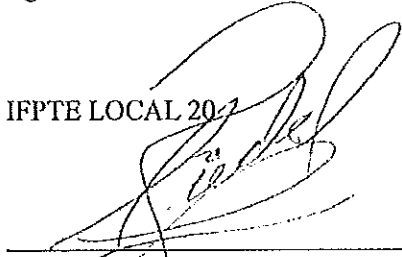
Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of last resort, such invalidation of such part or portion of this Collective Bargaining Agreement shall not invalidate the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

SECTION 40. TERM OF AGREEMENT

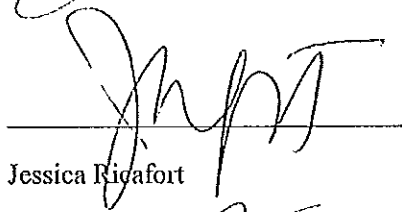
This Agreement shall be effective on December 18, 2015 and shall remain in full force and effect without further change or amendment to and including January 15, 2021, and shall be renewed from year to year thereafter; provided that either party hereto may reopen the Agreement for changes or amendments, or may terminate the Agreement, by serving written notice on the other party of its desire to change, amend or terminate at least ninety (90) days prior to January 15, 2021 or a subsequent January 15 of any contract year in which this Agreement remains in effect.

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

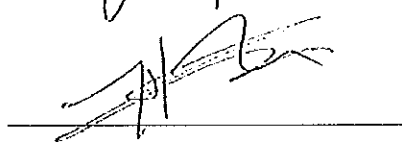
IFPTE LOCAL 207



Adolfo Riedel

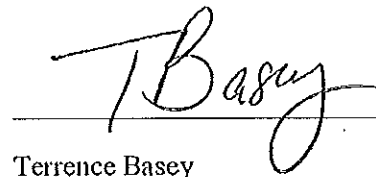


Jessica Ricafort

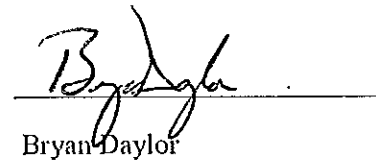


Henrietta Ricafort

EDEN MEDICAL CENTER



Terrence Basey



Bryan Daylor

## APPENDIX A. TRANSITION FROM ESL TO STD

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

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

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

#### 2. Short Term Disability

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

#### 3. Carry Over

In the event any bargaining unit employee is on a leave of absence that carries over from prior to January 1, 2016 through until after January 1, 2016, the employee on the carry over leave of absence will no longer accrue ESL, but the employee on the carry over leave of absence may continue to use accrued ESL while on the carry over leave of absence. If the employee on the carry over leave of absence exhausts all of his/her ESL while on the carry over leave of absence, the employee may use the STD benefit

program once ESL is exhausted, however, the 180 days of STD eligibility will be retroactively applied to the date the employee began the carry over leave of absence.

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