AGREEMENT BETWEEN
ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
AFL CIO & CLC
And
PALO ALTO MEDICAL FOUNDATION/PALO ALTO DIVISION
COVERING REGISTERED NURSES
MARCH 24, 2016
through
MARCH 31, 2020
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APPENDIX B: Life Benefits
APPENDIX C: Long Term Disability
APPENDIX D: Retirement Plans
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THIS AGREEMENT is entered into this 24th day of March, 2016, between PALO ALTO MEDICAL FOUNDATION/PALO ALTO DIVISION, 795 El Camino Real, Palo Alto, California (hereinafter called the “Employer” or “PAMF/PAD” and ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE (AFL-CIO & CLC) (hereinafter called the “Union”).

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for salaries, hours of work and working conditions for all Registered Nurses employed by the Palo Alto Medical Foundation in the following classifications: Staff RN I, Staff RN II, Staff RN III and RN IV, in the employer’s outpatient clinic sites as listed below:

Palo Alto Medical Clinic, Palo Alto (included 85 Encina and the Clark Building and 49 Wells)
San Carlos Clinic
Fremont Clinic
Los Altos Clinic
Redwood City Women’s Health

This change in recognition is only to clarify, not change, the existing historical bargaining unit. Any future outpatient clinic facilities managed by PAMF/PAD that employ Registered Nurses in the above classifications would be covered by this agreement.

SECTION 2. NO DISCRIMINATION

There shall be no discrimination by PAMF/PAD against any Registered Nurse or applicant for position as a Registered Nurse on account of membership in or activity on behalf of the Union, provided that such activity shall not interfere with any Registered Nurse’s regular work or with the normal activities of PAMF/PAD. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment on account of sex, race, creed, color, religion, national origin, sexual orientation, age, physical or mental disability, or veteran’s status to the extent required by law.

The Employer and the Union agree that all employees, including managers and physicians will treat each other, regardless of position, with dignity, respect, courtesy and trust.
SECTION 3. \hspace{1cm} UNION MEMBERSHIP

Harmonious Labor-Management Relations

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

Union Membership and Service Fees

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

All new employees subject to this Agreement first employed by PAMF/PAD after the execution date of this Agreement shall, as a condition of employment, either (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union, commencing within thirty (30) days after employment, a fee for services rendered by ESC in an amount equivalent to regular membership dues, less non-chargeable costs defined as follows:

Non-Chargeable Costs
The costs of the following activities are not included in the calculation of the service fee:

a) Lobbying or other political activity except as authorized by law;
b) Payments to affiliates, except for chargeable costs as authorized by law;
c) Social activities except as authorized by law;
d) Charitable and philanthropic activities;
e) Insurance and other benefits programs except as authorized by law; and
f) Any cost that, by law, cannot be included in an agency shop service fee.

In no event shall the service fee charged exceed 95 percent of the regular union membership dues.

Any newly employed Registered Nurse subject to this provision may:

(1) Execute a written declaration that he/she is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any employee labor organization as a condition of employment; and
(2) Pay a sum equal to the agency shop service fee to a non-religious, non-labor charitable fund chosen the employee from those charities listed with United Way, Combined Health Appeal of California, or Environmental Federation of California.
Within thirty (30) days after PAMF/PAD hires a new employee, PAMF/PAD will inform the Union in writing of the name, address, and classification of said individual. Said notification shall be in electronic format and forwarded to the Union via email to a representative designated by the Union.

**Indemnification**
The Union shall indemnify PAMF/PAD and hold it harmless against any and all suits, claims, grievances, demands and liabilities that arise out or by reason of any action or omission of the employer in complying with the parties’ agreement on union membership and service fee.

**SECTION 4. COMPENSATION**

**(A) BASIC HOURLY RATES**

**Effective the start of the first full pay period following March 24, 2016 (wage grid below):**

1. **ATB Increase**: RN I, RN II and RN III's will receive a 3% across-the-board (ATB) increase. RN IV's will receive a 1% ATB increase.

2. **RN IV Bonus**: RN IV's will receive a one-time lump sum bonus payment equal to 2% of the employee’s base compensation for the preceding 26 pay periods. Base compensation includes all regular hours paid and PTO paid. Excluded from the base compensation for calculation of the payment is overtime, PTO payout, ESL, standby, callback and other premium pays. The payment will be subject to applicable withholdings and deductions.

3. **Range Restructure for RN II and RN III**: Restructure RN II and RN III ranges to have 6 progressive steps and 5 tenure steps. One new 7-year tenure step (Step 7), one 10-year tenure step (Step 8), one 15-year tenure step (Step 9), one 20-year tenure step (Step 10), and one new 25-year tenure step (Step 11).

4. **RN II and III Transition to the New Range**: After receiving the 3% ATB increase the start of the first full pay period following March 24, 2016, RN IIs and RN IIIs will remain at that rate of pay (which may be between steps of the new range) until their anniversary date. On commencement of the next complete pay period after the anniversary date of the nurse, the nurse will be placed on the closest step in the new range (new RN II range, or if eligible, new RN III clinical ladder) that results in a pay increase, regardless of tenure requirements for that step. After placement in the range, employees may only progress one step at a time and may not skip steps.
5. **RN I (New Grad):** A Registered Nurse with less than 1 year of credited experience as a Registered Nurse will start at the RN I rate, which is 5% below Step 1 of the RN II rate. After completion of one year of service in the bargaining unit, RN I moves to step 1 of RN II.

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Effective the start of the first full pay period following March 24, 2017 (wage grid below):

1. **ATB Increase:** RN I, RN II and RN IIIIs will receive a 3% ATB increase. RN IVs will receive a 1% ATB increase

2. **RN IV Bonus:** RN IV’s will receive a one-time lump sum bonus payment equal to 2% of the employee’s base compensation for the preceding 26 pay periods, calculated as described above. Payment will be included in the paycheck for the first full pay period following March 24, 2017.

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<tr>
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Effective the start of the first full pay period following March 24, 2018 (wage grid below):

1. **ATB Increase**: RN I, RN II and RN IIIs will receive at 3% ATB increase.

2. **New Steps for RN IV**: Add one new 7-year tenure step (Step 7) and one new 25-year tenure step (Step 11). RN IV rates and steps depicted below on the wage grid below.

3. **RN IV Transition to New Range**: Effective the first full pay period following March 24, 2018, RN IVs will be placed in the new tenure steps based on years of service.

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Effective the start of the first full pay period following March 24, 2019 (wage grid below)

1. **ATB Increase**: RN I, RN II, RN III and RN IV will receive a 4% ATB increase.

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<tr>
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<td>73.57</td>
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<td>84.00</td>
<td>86.24</td>
<td>88.48</td>
<td>90.72</td>
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</table>

The above steps are based upon continuous employment of the Registered Nurse with PAMF/PAD. If a newly hired Registered Nurse is granted experience credit that results in pay for experience exceeding that of any incumbent Registered Nurse who has like experience and who works in the same job classification as the newly hired Registered Nurse, the incumbent Registered Nurse’s pay step shall be made equal to that of the new hire, and the incumbent Registered Nurse’s anniversary date for purposes of step movement shall be changed to the same date as the new hire.

(B) **Shift Differentials**

- Shift Differential applies to regular full-time, part-time, short-hour, introductory, or on-call Registered Nurses.
- Registered Nurses who work 50% or more of their shift after 4:00PM, will be paid a 10% shift differential in addition to their regular base pay of all hours worked.

**Example**: A Registered Nurse who works a weekday shift from 2:00PM until 10:30PM, with a ½ hour lunch, will be paid an additional 10% for all hours worked.
• Registered Nurses who work 50% or more of their shift between 12:00 midnight and 8:00 AM, will be paid a 20% shift differential in addition to their regular base pay of all hours worked.

  **Example:** A Registered Nurse who works 10:00 PM until 6:30 AM, with a ½ hour lunch, will be paid an additional 20% for all hours worked.

• Registered Nurses who work on Saturday shall receive a 10% differential in addition to their regular base pay of all hours worked.

• Registered Nurses who work on Sunday shall receive a 15% differential in addition to their regular base pay of all hours worked.

• Registered Nurses who work a PM or night shift on a Saturday or Sunday shall receive both the shift differential for the PM/night shift and the Saturday/Sunday shift differential.

• All shift differentials are included with regular straight-time base pay when computing overtime pay.

(C) **Premium Pay Rates**

Registered Nurses who are assigned to be in charge of a unit (i.e., assignment as team leader or Charge Nurse) shall receive a 10% premium above their regular pay rate for all hours worked. This is in addition to any other applicable shift premiums (i.e. PM, weekend) they may be due.

(D) **Success Sharing Bonus**

Registered Nurses represented by the Union are eligible to participate in the Company-wide “success sharing bonus”. The bonus is paid out annually if PAMF/PAD achieves its financial targets as defined by senior leadership. Eligibility criteria are determined annually and will be communicated in advance via email to all staff.

SECTION 5. **REGISTERED NURSE STATUS**

(A) **Hiring**

• A Registered Nurse with 1-2 years of credited experience as a Registered Nurse will start at Step 1 (RN II).

• A Registered Nurse with greater than two years, but less than four years of credited Registered Nursing experience will start at Step 2 (RN II).

• A Registered Nurse with greater than four years, but less than six years of credited Registered Nursing experience will start at Step 3 (RN II).
• A Registered Nurse with greater than six years, but less than eight years of credited Registered Nursing experience will start at Step 4 (RN II).
• A Registered Nurse with greater than eight years of credited Registered Nursing experience will start at Step 5 (RN II).
• All outside experience is credited at 75%

**Urgent Care Center:**
Registered Nurses hired to work in the Urgent Care Center and Pediatrics Urgent Care must meet the following criteria in addition to standard Registered Nurse criteria:

1) Must have Advanced Cardiac Life Support (ACLS) Certification or agree to be certified within six (6) months. For Pediatrics Urgent Care, PALS Certification is required.
2) Must be knowledgeable and clinically competent to function in an autonomous working situation; initiating treatment for a critically ill patient if needed.

**Oncology:**
Registered Nurse positions in Oncology require special skills and knowledge of chemotherapy regimes. Oncology Registered Nurses must also function in a case manager-like role with Hospice and Hospital Care.

(B) **Part-Time Registered Nurses**

A part-time Registered Nurse employed on a regular predetermined schedule of twenty (20) or more hours per week, shall have his/her compensation based upon the hourly rates set forth in Section 4(A) for Regular Registered Nurses.

A part-time Registered Nurse (as described above) shall, when eligible, receive shift differential, paid time off (PTO), educational allowance, health benefits, long term disability, and life insurance as provided by this agreement, but the paid time off and educational allowance shall be pro-rated. (See individual sections for details)

(C) **Short-Hour Registered Nurses**

A Short-Hour Registered Nurse is one who works a regular pre-determined work schedule of at least eight (8) hours, but less than twenty (20) hours per week. The word “regular” in this definition means a work schedule that consists of a set number of hours that is consistently repeated over a period of time.

Short-Hour Registered Nurses are paid upon hourly rates set forth in Section 4(a) for Short-Hour RNs.
(D) **On-Call (Per Diem) Registered Nurses**

An on-call Registered Nurse is one who is employed to cover staff positions that are vacant due to illness, vacation, leave of absence, termination or other forms of personal time off. On-call Registered Nurses will cover:

(a) On an intermittent, as-needed basis, or;
(b) On a pre-arranged short term assignment, not to exceed six months

On-call Registered Nurses do not have a regular schedule but must be available on short notice to cover a position. On-call Registered Nurses will be available 16 hours in a four (4)-week period with a least 50% availability for a Saturday or Sunday if the assigned department is open weekends; and be available to cover one (1) of the regular holidays and one (1) of the three major holidays (Thanksgiving, Christmas, New Year’s Day) per year if the on-call Nurse’s assigned department is open on these holidays.

On-call Registered Nurses whose short-term assignment turns into a “regular” assignment, exceeding six (6) months in duration, will be returned to intermittent on-call work and the position will be posted as a “regular” position per Section 12 of this agreement. On-call Registered Nurses are paid at the On-call rate as specified in Section 4(A).

(E) **No Fringe Benefits for Short-Hour or On-Call Registered Nurses**

Short-hour Registered Nurses and on-call Registered Nurses as above defined are ineligible for all fringe benefits as herein described such as but not limited to the following: Paid Time Off (PTO); Paid Holidays; Leave of Absence; Hospital-Medical Plan; Retirement Plans; Long Term Disability and Life Insurance Plans; Educational Allowance. They will receive shift differentials as provided in this Agreement.

(F) **Acting Supervisors**

Registered Nurses working in this position longer than two (2) weeks shall be temporarily released from the terms of this agreement with the PAMF/PAD for the length of time involved and compensated appropriately, except for shift and/or holiday differential which shall be paid when appropriate. Such Registered Nurse, if he/she so chooses, will be allowed to represent management in reviewing the performance of other Registered Nurses in the Union as it relates to performance evaluations and/or disciplinary action. Such Registered Nurse will also have the right to grieve if discharged or disciplined for any reason while so temporarily assigned.
(G) **RN IV Requirements**

Registered Nurses who work in Urgent Care, Pediatric Urgent Care, Fremont SurgiCenter, Medical Oncology, Infusion Centers and Radiation Oncology shall be paid at the rates contained in the RN IV salary range, with the following exceptions:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>STEP</th>
<th>YEARS OF SERVICE AND/OR CREDITED EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN I</td>
<td>1</td>
<td>Less than 12 months</td>
</tr>
<tr>
<td>RN II</td>
<td>1</td>
<td>More than 12 months, but less than 24 months</td>
</tr>
<tr>
<td>RN IV</td>
<td>1</td>
<td>More than 24 months</td>
</tr>
</tbody>
</table>

The above placement will only apply if the RN is considered a “new graduate”, meaning they have less than one (1) year of credited experience. Nurses classified as RN II or RN III based on their credited experience and/or years of service at PAMF/PAD will move to RN IV status immediately upon being employed in any of the departments employing RN IVs.

If the RN IV transfers to a department where the RN IV classification does not exist, the Nurse will be reclassified on their years of credited experience and/or years of service.

(H) **New Hire and Rehire**

Each new Registered Nurse and those Registered Nurses previously employed by PAMF/PAD and rehired outside one (1) year of leaving the organization, is employed for an introductory period. During this time, a Registered Nurse will have no seniority. Upon satisfactory completion of his/her introductory period, the Registered Nurse’s seniority date will be established as defined in Section 9.

The introductory period is as follows:

A. All newly hired and/or those Nurses rehired after a lapse of one year or more of leaving PAMF, shall have an Introductory Period of 180-days. Nurses will receive a formal review of performance at the three (3) and six (6) month point of employment in their positions, with regular feedback provided to the Nurses on a regular less formal basis.

B. Registered Nurses covered by this agreement at the time of their departure from PAMF/PAD and are rehired into a staff nursing position within one (1) year of leaving
PAMF/PAD shall be placed into a 90-day Introductory Period with formal performance reviews at the 30, 60 and 90 day periods of employment in their position.

The introductory Registered Nurse will have recourse to the grievance procedure as of the day after his/her initial introductory period ends.

The introductory Registered Nurse will have his/her benefits started based on the individual benefit and according to Sections 7, 8 and 17. There will be no loss of benefits as a result of the Registered Nurse’s initial introductory period.

The introductory Registered Nurse will be given written notice of unsatisfactory performance of failure to adhere to PAMF/PAD rules. This notice will include a warning that future poor performance or misconduct during the introductory period will result in termination.

(I) Reinstatement and Transfer

A Registered Nurse who is reinstated within one (1) year of leaving PAMF/PAD, or transfers to a different department must complete a new ninety (90) calendar day introductory period. This period will be without a loss of benefits or seniority as defined in Sections 9 and 17 of this Agreement. All disciplinary action and/or dismissal will be for just cause only; and the Registered Nurse will have recourse to the grievance procedure. If the Registered Nurse fails to successfully complete the new introductory period, the Registered Nurse is subject to one (1) of the following actions:

A. If the Registered Nurse’s previous position is still vacant and the Registered Nurse’s documented performance record for the previous position was satisfactory, the Registered Nurse will be returned to her/his previous position. This condition is in no way intended to restrict PAMF/PAD from taking action to fill the Registered Nurse’s previous position during the Registered Nurse’s new introductory period.

B. If the Registered Nurse’s previous position is unavailable and the Registered Nurse’s documented performance record for the previous position was satisfactory, a reasonable attempt will be made by PAMF/PAD to transfer the Registered Nurse to a position comparable in wages, hours and conditions of employment to his/her previous position.

C. The Union will be notified if the Registered Nurse does not successfully complete the new introductory period. This period may be extended for an additional ninety (90) days for just cause with a Performance Improvement Plan initiated, or s/he may be subject to termination of employment.
SECTION 6. HOURS OF WORK AND OVERTIME

(A) Straight-Time Workweek

The straight-time workweek shall not exceed forty (40) hours per week. Said forty (40) hours may be worked in a period not to exceed six (6) days in the week, and shall be worked between Sunday through Saturday.

(B) Straight-Time Workday

The straight-time workday shall not exceed eight (8) hours per day within a period of not more than nine (9) consecutive hours. Each Registered Nurse who works an eight (8) hour shift shall receive a lunch period of either one-half hour or one hour as determined PAMF/PAD. A Registered Nurse’s lunch period shall not exceed one hour. PAMF/PAD will use its best efforts to release Registered Nurses promptly for their designated lunch periods. PAMF/PAD will pay for Registered Nurses to attend departmental staff meetings, and time spent in these meetings will be included in computing overtime and meal period penalties.

(C) Days Off

Each regular full-time or part-time Registered Nurse shall be offered two consecutive days off every other week. (This does not apply to short-hour or on-call Registered Nurses.)

(D) Overtime Compensation

A Registered Nurse shall be compensated for all work in excess of eight (8) hours per day or forty (40) hours per work at the rate of one and one-half (1-1/2) times his/her basic straight-time hourly rate, unless the Registered Nurse has agreed to an Alternate Work Schedule (See Section 6(E)).

Compensation of time over twelve (12) hours per day shall be at two (2) times the basic straight-time hourly rate. With practical operating considerations in mind, the Foundation will use its best efforts to reduce overtime utilization.

(E) Alternate Work Schedules

PAMF/PAD management may choose to offer schedules consisting of shifts of more than eight (8) hours, but not more than ten (10), to defined work units. Said work units may or may not include employees in the RN job classification. These schedules are known as Alternate Work Schedules (AWS).

An AWS is an agreement between an RN and management in which the Nurse agrees to waive his/her rights to overtime compensation for hours worked over eight (8) in a day in exchange for working a compressed work week. Management has the right to assign the days/hours worked.
In the event a Nurse who is part of a work until compromised of AWS determines that he/she is unable to work the defined schedule, he/she may request an accommodation without penalty.

PAMF/PAD complies with California labor law with regards to the disclosure, approval and implementation process of AWS agreements.

PAMF/PAD will provide the union with a list of approved Alternative Work Schedules that involve Registered Nurses on a quarterly basis.

(F) **Stand-By and Call-Back**

Definition: **Stand-by** duty is defined as a scheduled assignment for a Registered Nurse to carry a pager for a specific time period, with a commitment to be available to report for work at the clinic should the need arise. **Call-back** is defined as a call requesting a Registered Nurse to report to work.

**Stand-by pay:** Any Registered Nurse who volunteers or is assigned to stand-by duty, other than on a recognized holiday shall receive pay at the rate of one-half (1/2) of their current hourly rate of pay per hour, for all hours s/he is on stand-by. On recognized holidays the Registered Nurse assigned to stand-by shall be paid at the rate of three-quarters (3/4) of their current hourly rate of pay per hour, for all hours on stand-by. Total hours on stand-by will not exceed 14 hours in one workday. Registered Nurses on stand-by will not be expected to work more than one shift (working one shift may include working more than eight hours to finish up work already started).

If a Registered Nurse is called back and asked to report to work, s/he will continue to receive stand-by pay during transit to the facility. Response time from contact with the Registered Nurse until report to duty must be 45 minutes or less.

Hours spent on stand-by are not considered “work-time” and will not be utilized for calculating overtime.

**Call-back while on Stand-by** When a Registered Nurse is paged while on stand-by and asked to report to work, s/he shall be paid a 20% differential in addition to her/his regular base rate and any shift premium that applies, for all hours worked (beginning when the Registered Nurse reports to work). S/he shall be guaranteed a minimum of 4 hours pay.

**Call-back when not on Stand-by** Registered Nurses called to work even though not on “stand-by” with less than 12 hours notice, shall also be paid a 20% differential in addition to their regular base rate and any shift premium that applies, for all hours worked (beginning when the Registered Nurse reports to work). S/he shall be guaranteed a minimum of 4 hours pay. Any Registered Nurse may decline call-back while not on stand-by. This provision does not apply to Registered Nurses on “on-call” status.
(G) **Weekend Work**

Registered Nurses assigned to work in departments that are open on Saturday/Sunday, will be available to work every other weekend. Part-time Registered Nurses, who work a weekend shift, will be given another day off (or two if they work both Saturday and Sunday) during the week, so that their hours do not exceed their regular status.

(H) **Schedules & Changes to Schedules**

Registered Nurses will be given a fixed schedule that defines the days of the week and start times and end times for their position, including rotation of weekend where applicable.

If a Registered Nurse’s regular schedule must be changed due to staffing shortages, changes must be mutually agreed upon by the Registered Nurse and his/her supervisor.

If a Registered Nurse’s fixed schedule is to be changed due to operational needs, consideration will be given to the affected Registered Nurse(s). Management will attempt to cause the least disruption to the impacted Registered Nurse(s). PAMF will provide 30 days’ notice to the impacted RN(s). When possible, management will seek Registered Nurses within the department who are willing to change their schedule on a voluntary basis. If the scheduled changes cannot be achieved on a voluntary basis the scheduled changes will be made in a manner that affects the least senior Registered Nurse(s) in the department first.

SECTION 7. **HOLIDAYS**

(A) **Recognized Holidays**

Premium pay will be paid on the following recognized holidays:

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

Any additional holidays granted to PAMF/PAD employees, will not be withheld from Registered Nurses by reason of this agreement.

(B) **Holidays Worked**

In the event a Registered Nurse is required to work on any of the recognized holidays, he/she shall receive time and one-half (1-1/2) for all hours worked on said holiday.
The Registered Nurse will be available to work one of the three major holidays: Thanksgiving, Christmas Day, or New Year’s Day, and be available to cover one of the other recognized holidays per year if the assigned department is open.

SECTION 8. PAID TIME OFF (PTO)/EXTENDED SICK LEAVE (ESL)

(A) Paid Time Off (PTO)

Benefited Registered Nurses accrue PTO from their first day of employment based on their actual hours worked with the exception of their overtime hours. PTO hours are used for the paid recognized holidays and may be used for vacation, illness, family emergencies, religious observance, preventative health and dental care, personal business and other elective absences.

(B) Accrual of PTO

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Years of Service</th>
<th>Annual Accrual</th>
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</thead>
<tbody>
<tr>
<td>0-23 months</td>
<td>0-1 year</td>
<td>28 days PTO</td>
</tr>
<tr>
<td>24-59 months</td>
<td>2-4 years</td>
<td>33 days PTO</td>
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<tr>
<td>60-119 months</td>
<td>5-9 years</td>
<td>38 days PTO</td>
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<tr>
<td>120 months &amp; over</td>
<td>10+ years</td>
<td>42 days PTO</td>
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</table>

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

(C) PTO Eligibility

All regular full-time and part-time employees are eligible to utilize accrued PTO.

(D) The Use of PTO

PTO, as with all other time off, must be requested in writing in advance of the time off desired, and approved in writing by the supervisor/manager, except for emergency or illness. Approval will be based upon the supervisor/manager’s determination of the department or unit’s staffing needs.

Individual vacation requests are granted based on first in, first granted, with seniority in the bargaining unit being the tie breaker and with consideration for time taken the prior year during periods considered highly desirable (e.g., those surrounding or including recognized holidays). The Registered Nurse must receive an answer from the immediate supervisor/manager regarding approval or denial of the vacation request within two weeks of making the request. Vacation requests shall not be unreasonably denied. Once a vacation has been approved, management may not rescind it. The Registered Nurse must have enough PTO accrued at the time a requested vacation is to be taken.
(E) **PTO Minimum Utilization**

A minimum of five (5) non-holiday workdays per year must be used.

(F) **PTO Maximum**

The maximum accrual of PTO is 460 hours. Hours over 400 will be automatically cashed out twice a year (February and August) without a 6% penalty. Voluntary cash out of PTO can be elected twice per year (March and September) with a 6% penalty.

Beginning calendar year 2016 the months for automatic PTO cash out will be changed to June and December and the months for voluntary PTO cash out will be changed to April and October.

PTO accrual will be suspended if the nurse’s PTO balance equals the amount indicated above. PTO accrual will start again on the pay period after the nurse’s balance is reduced below his/her PTO maximum accrual balance.

(G) **Payment Upon Termination**

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

(H) **Extended Sick Leave (ESL)**

Until account is exhausted, Nurses will be eligible to use ESL:

- After five (5) consecutive days off per sickness occurrence, provided the absence is certified by a physician or other healthcare provider;
- Immediately if entering the hospital on an inpatient basis;
- Immediately if undergoing outpatient surgery;
- Immediately if suffering loss of days due to a workplace incident

**Short-term Disability Benefit**

Effective January 1, 2017, all active benefits-eligible Nurses (those with standard hours of at least 20 per work week) are eligible for this benefit upon completion of thirty (30) days of continuous employment with PAMF/PAD. There is a waiting period of three (3) days for claims based on an accident/sickness that is the subject of a valid workers’ compensation claim, or seven (7) days for claims that are not based on an accident/sickness that is the subject of a valid workers’ compensation claim. The weekly benefit is replacement of 66.67% of employee’s wages for 26 weeks.
PAMF/PAD Convenience Time Off

A. Definition

PAMF/PAD "Convenience Time Off" is defined as a day and/or part of a day without pay and without loss of benefits and/or seniority. Convenience Time Off (CTO) is not pre-scheduled time off.

B. The length of CTO will be declared at the time that the CTO is issued.

C. Once a CTO is accepted by the RN, he/she will not be required to be available for work.

D. The RN will not be required to use PTO to cover voluntary CTO.

E. When staffing requirements at PAMF/PAD show that one (1) or more RNs within a service, department or cost center are not required to report to work, the Clinical Manager may grant CTO to the RN(s) scheduled to work.

CTO will be given, whenever possible, in the following order:

1. Full-time/part-time RNs working over status at the request of PAMF/PAD, by inverse CTO percentages
2. Full-time/part-time RN volunteers, by inverse CTO percentages
3. Short-hour RN volunteers, by inverse CTO percentages
4. On-Call (Per Diem) RN volunteers, by inverse CTO percentages
5. Short-Hour RNs, by inverse CTO percentages
6. Traveler RNs
7. Temporary status RNs
8. Full-time/part-time RNs working within status, by inverse CTO percentages
9. Full-time/part-time RNs working under status, by inverse CTO percentages

The final decision will be based on patient safety and cost center requirements.

F. For the purpose of determining which RN receives a CTO, seniority is the tie-breaker within a category when all else is equal.

(I) KinCare AB109 California Employment Sick Leave Act (CESLA)

Registered Nurses may use a portion of their sick leave to care for an ill family member (child, spouse or parent). Sick leave is broadly defined and may be PTO or ESL.
Through 02/04/13, the same practices apply under KinCare (AB109) as when a Registered Nurse is taking time off for his/her own illness. The first five consecutive days out come from accrued PTO. Days in excess of five consecutive days off may come from accrued ESL. If a family member is hospitalized or having outpatient surgery, ESL may be used immediately.

Registered Nurses are eligible to use up to one-half (1/2) of their current annual accrual of PTO and ESL per calendar year to care for a covered family member’s illness.

Time taken off to care for a family member under this law does not count as an absence when considering discipline for excessive absenteeism, providing the Registered Nurse has accrued PTO or ESL (when it applies) available.

Registered Nurses must complete Request for KinCare form in advance or within 5 days of their return to work to ensure KinCare protection. KinCare form is available on the PAMF intranet.

SECTION 9. SENIORITY

Seniority shall be defined as a Registered Nurse’s length of service with PAMF/PAD, within the bargaining unit. Seniority is a factor in the process for layoff and recall, job bidding, and other policies as specified in this agreement. Seniority shall be used as a tiebreaker for the approval of extra hours, overtime, educational leave, PTO vacation, and other time off. A Registered Nurse’s seniority is measured by their date of entry into bargaining unit. In the event of a tie, seniority will be calculated by totaling the number of productive hours paid (excluding overtime, and non-productive time such as PTO, ESL, Jury duty, etc.) to the Registered Nurse by PAMF/PAD since 2007 while the RN is part of the bargaining unit. Seniority shall be calculated with the following groups in the order listed:

1. Registered Nurses with standard hours of 20 or more per week;
2. Short-hour Registered Nurses employed for less than 20 hours a week
3. On call Registered Nurses for whom seniority shall be a total number of hours worked.

SECTION 10. LAYOFF AND RECALL

The employer will provide the Union with written notice of its decision to layoff Registered Nurses. The Employer will provide the Union a minimum of sixty (60) days written notice of its decision to layoff Registered Nurses. The Union and the Employer shall meet to discuss the effects of the Employer’s layoff decision on bargaining unit employees.

In the event of a layoff or reduction of regular hours, the Employer shall first request volunteers. If not enough Registered Nurses volunteer, then the following order shall be used to select the impacted Registered Nurses:
1. Registered Nurses with documented history of serious performance problems (i.e., written or final written warning) within the last twelve (12) months, within the work group affected.

2. Registered Nurses with the least seniority within an FTE defined work group (see groups in section 9), provided the remaining Registered Nurses are qualified to perform the available work after an appropriate retraining period. The retraining period shall be up to 160 hours in length.

3. Each eliminated Registered Nurse in a work group shall have the option to fill a Registered Nurse vacancy within the organization, provided s/he is qualified to do the work with the appropriate retraining period. Any Registered Nurse displaced in the procedure shall have the return rights described below.

Registered Nurses who are laid off (except those with a documented history of serious performance problems in the last twelve (12) months) shall be returned to work in order of seniority. Laid off Registered Nurses shall retain seniority until a) They have been placed in a relatively equal position; b) They have refused a position with the same hours, classification, and shift; or c) One year has elapsed from the date of layoff. All on-call float pool hours shall be offered first to laid-off Registered Nurses, provided they are qualified for the available work.

<table>
<thead>
<tr>
<th>Group I</th>
<th>Group II</th>
<th>Group III</th>
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<tbody>
<tr>
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<tr>
<td>Allergy</td>
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<td>Infusion</td>
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<td>Cardiology</td>
<td>Medical Oncology</td>
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<td>Dermatology</td>
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<td>Pediatric Urgent Care</td>
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<tr>
<td>Employee Health</td>
<td>Travel Medicine</td>
<td>Radiation Oncology</td>
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SECTION 11. PERFORMANCE REVIEW

Each Registered Nurse shall be given a performance review electronically at the prescribed time during the introductory period and annually thereafter during the focal review period. The performance review shall be written by the Registered Nurse’s immediate supervisor, with input from the appropriate physician(s) and other peer Registered Nurses in the area. Letters of appreciation or complaint from patients will be part of the review. If the Nurse’s immediate supervisor is not an RN, the clinical portion of the Nurse’s evaluation shall be completed by an RN supervisor or an RN who is a member of the nursing management team who will also sit in on the evaluation to provide feedback. The non-RN supervisor can do the part of the evaluation that relates to administrative tasks.

The completed Performance Review will be shared with the Registered Nurse in a private setting away from the workstation. The performance review shall be signed by the Registered Nurse to indicate that s/he is aware of its contents, but this does not indicate agreement by the Registered Nurse with the results of the review. If a Registered Nurse is unhappy with the way the review was conducted or is in dispute with any of the wording s/he may write a rebuttal which will be included as part of the appraisal in the Registered Nurse’s personnel file. A Registered Nurse may grieve a performance review which may result in a loss of pay or status.

SECTION 12. JOB VACANCIES AND JOB POSTINGS

When a vacancy for a position subject to this Agreement occurs at the Clinic or its satellites, a notice of that vacancy shall be posted in a location accessible to all Registered Nurses for a minimum period of five (5) days before PAMF/PAD fills the vacancy on a permanent basis. PAMF/PAD may indicate qualifications for the vacant position on the posting. This does not prevent PAMF/PAD from filling the vacancy on a temporary basis during the five-day posting period. This provision for posting of job vacancies is for the information of Registered Nurses so that they may apply for any job vacancy for which they think they are qualified.

It shall be the policy of PAMF/PAD to give first priority to PAMF/PAD Registered Nurses for filling of lateral vacancies and promotional positions covered by this Agreement. When qualifications are approximately equal, seniority shall be the deciding factor in who is selected to fill the position. The determination of who shall fill the job vacancy shall be at the determination of PAMF/PAD Administration based on the above criteria.
SECTION 13. **BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a Registered Nurse, s/he shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as: spouse, domestic partner, sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, grandfather, grandmother, or grandchild or In Loco Parentis. In the case of a death in the immediate family as so defined, where the funeral is held outside of California the employee shall be entitled to an additional leave of absence of one (1) day with pay, provided the employee attends the funeral.

SECTION 14. **JURY DUTY PAY**

A Registered Nurse called for jury duty shall receive his/her full normal salary while on jury duty up to a maximum of 60 consecutive calendar days effective the first day of the month following completion of his/her initial introductory period. However, this shall only be applicable if the employee is on jury duty on days which s/he is normally scheduled to work. An employee’s salary payment under this Section will be in addition to any jury duty fee s/he may receive. As a condition to receiving his/her normal salary while on jury duty, the employee must notify PAMF/PAD as soon as reasonable after s/he receives notice to report for jury duty (normally within twenty-four hours) and must cooperate in trying to be excused if PAMF/PAD so desires. Also, as a condition to receiving his/her salary while on jury duty, the employee must produce a receipt from the Jury Commissioner that s/he has been called or served if such receipts are provided. If such receipts are not provided, the Registered Nurse must submit other evidence that s/he has been called for jury duty.

SECTION 15. **LEAVE OF ABSENCE**

Leaves of absences, other than those explicitly included in this agreement, will be executed in accordance with Human Resources policies, which will be reviewed by the RN LMAC prior to any changes.

A leave of absence (LOA) is an approved period of time where unusual or unavoidable circumstances require prolonged absence for greater than 7 working days. To request a leave of absence, the employee must complete a Request for Leave of Absence Form online. The online Request for Leave Form shall be submitted to the Integrated and Absence Management Department. When required, employees shall provide appropriate verification for final approval.

(A) **MILITARY LEAVE OF ABSENCE**

A Military leave of absence is granted to eligible employees who request such leave in order to perform active duty or training in the United States Armed Forces, Reserves, or National Guard,
whether voluntarily or involuntarily. There is no length of service requirement. A military leave may be requested by any employee, except those having temporary employment status.

**Compensation**

PAMF/PAD will continue to pay the employee’s regular pay (based on standard hours), integrated with military pay, for up to six months. Administration will evaluate the status of the conflict at the end of six months to consider extension of integrated pay.

**Insurance**

PAMF/PAD will provide employees on Military leave extended benefits coverage for all enrolled benefit plans. Administration will evaluate the status of the conflict at the end of six months to consider extension of the subsidized period for up to an additional twelve months.

**Service**

Employees who return to work within five years (or additional time as required by law) are treated as not having had a break in service. Service credit is given for vesting and benefit accrual.

**(B) DOMESTIC VIOLENCE LEAVE**

Employees who are victims of domestic violence are granted *unlimited* time off with pay (accrued PTO or ESL, whichever is applicable) or without pay to:

(a) Seek medical attention for injuries caused by domestic violence  
(b) Obtain service from a domestic violence shelter, program or rape crisis center.  
(c) Obtain psychological counseling related to the domestic violence, or  
(d) Take action to increase safety from future domestic violence, including relocation.

Advance notice is required if feasible. When an absence is unscheduled, the supervisor may require certification that it is a qualifying absence. PAMF/PAD will maintain the confidentiality of the employee requesting leave to the extent allowed by law.

**Service**

Employees on an approved Domestic Violence leave of absence will retain their service date for all paid time on leave. Employees on unpaid Domestic Violence leave will have their service and seniority date adjusted upon return to active service. Benefits will be handled per Human Resources policy.

**(C) Medical and Family Leave**
PAMF/PAD will continue to comply with all current and future State and Federal laws regarding Medical and Family leave and other protected leaves of absence, and ADA accommodation.

**Employee Rights**

Violations of this section will be subject to the Grievance and Arbitration provisions of this Agreement without prejudice to the Registered Nurses’ right to go to Court.

**SECTION 16. REST PERIODS**

Each Registered Nurse shall be granted a rest period of fifteen (15) minutes during each four hours of his/her shift without deduction in pay.

**SECTION 17. MEDICAL-DENTAL-LIFE INSURANCE AND DISABILITY INSURANCE PLAN**

(A) **General**

Palo Alto Medical Foundation/Palo Alto Division shall have the right to alter the carrier of any of the plans enumerated in this Section provided the benefits are not substantially altered. Thirty days prior to the announcement of change in carrier, PAMF/PAD shall notify the Union of any such proposed changes and receive the Union’s input and suggestions concerning the change in carrier.

(B) **Medical Coverage**

Effective January 1, 2017, implement the new Sutter Select EPO Plus and PPO health plan, dental plan and vision plan design.

Nurses with standard hours of 28 or more per week will contribute no more than 10% of the actual EPO premium for employee only coverage; Nurses with standard hours of more than 20 hours per week but less than 28 per week will contribute no more than 15% of the actual EPO premium for employee only coverage. Effective upon implementation of the new Sutter Select EPO and PPO Health Plan Designs, the Employer shall provide the applicable Employer and Employee health plan premium dollar contribution requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

Palo Alto Medical Foundation/Palo Alto Division’s basic Medical Plan shall apply to a new employee on the first day of the month following completion of one month of service.
Medical services are available to all eligible employees, their spouse or domestic partner, and all adult children up to age 26 (i.e. through the age of 25 years), per Federal guidelines/law. Adult children may be a biological child, legally adopted child, step-child, child under legal guardianship*, or child of domestic partner if the domestic partner is currently enrolled*, under age 19, and unmarried children of any age incapable of self-support and entirely dependent on the employee, pursuant to IRS regulations.

*If a legal guardian or domestic partner’s child does not qualify as a “tax dependent”, there is imputed income on the portion of the premium attributable to their coverage.

Palo Alto Medical Foundation/Palo Alto Division employees are responsible for paying all Medical Co-payments, Co-insurance and/or deductions.

Employees who qualify for medical benefit coverage but choose not to participate in the health insurance plan and who provide the Employer with proof of individual coverage under another insurance plan will receive an annual taxable rebate of $1000.

Effective January 1, 2017 and each calendar year following the date of this agreement, for full time and part time benefited employees, the employer will contribute annually $250.00 (two hundred fifty dollars) to a flexible spending health care account to be used by the employees on allowable health care expenses.

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

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

(C) Early Retiree Medical Access (ERMA) program

ERMA provides eligible employees access to medical coverage at the time of retirement. The program provides access to the same medical insurance plans offered to active employees, the retiree pays 100% of the cost of PAMF/PAD’s premium. The program does not include coverage for dental and vision; dental and vision may be continued through COBRA.

Eligibility is as follows:

- The Nurse must be between the ages of 60 and 64 at the time of retirement
- The Nurse must have at least 10 years of service in the Sutter Health network (determined by adjusted hire date)
• The Nurse is enrolled in a PAMF/PAD-sponsored medical plan on the day of retirement
• The Nurse has been enrolled in a PAMF/PAD-sponsored medical plan for at least three calendar years prior to retirement
• The Nurse does not choose COBRA continuation of active medical coverage at retirement.

The Nurse may also continue coverage for eligible dependents including spouse, domestic partner and eligible children up to age 26, IF the aforementioned dependents have been covered under any PAMF/PAD-sponsored medical plan for the previous 3 calendar years prior to the Nurse’s retirement.

Coverage for the retiree stops at age 65, dependent coverage ends when the retiree reaches age 65; dependents will then have options under COBRA.

(D) Dental Plan

PAMF/PAD’s Dental Plan shall apply to a new employee on the first day of the month following one month of service. Employees who qualify for dental benefit coverage but choose not to participate in the dental insurance plan will receive a monthly taxable rebate of $10.00. Effective upon implementation of the new dental plan, the Employer shall provide the applicable Employer and Employee dental plan premium dollar contribution requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

(E) Life Insurance Plan

PAMF/PAD’s current Life Insurance Plan shall apply to an eligible new employee on the first of the month following completion of one month of service. Each employee is covered for 50% of annual salary up to a maximum benefit of $50,000. Minimum benefit is $15,000.

Employee Paid Optional insurance may be elected in increments of $10,000 up to a maximum of $1,000,000. Dependent options are also available as follows:

Spouse: Increments of $5,000 up to a maximum of $250,000 (cost based on spouse age).

Child(ren), Live birth to 6 months: $500 converts to $10,000 or $20,000 automatically at 6 months of age.

Child(ren), 6 months to 26 years: flat $10,000 or $20,000 per child(ren).

Employee and spouse coverage amounts will reduce to 50% of the original coverage amount at 70. Premiums vary based on age and amount of coverage.
(F) Disability Insurance Income

PAMF/PAD’s present disability insurance program in effect on the effective date of this Agreement shall be continued in effect for Registered Nurses who are eligible for coverage pursuant to the terms of PAMF/PAD’s Disability Insurance Program. This refers to the cost of coverage under the program, eligibility for coverage under the program, benefits and all other terms and conditions of the program.

PAMF/PAD’s disability insurance program shall apply to an eligible new employee on the first day of the month following completion of one month of service.

(G) Vision Care Benefits

PAMF’s Vision plan shall apply to a new employee on the first day of the month following one month of service. Effective upon implementation of the new vision plan, the Employer shall provide the applicable Employer and Employee vision plan premium dollar contribution requirements under the same terms and conditions to employees represented by the Union as the Employer provides to its non-exempt, unrepresented employees.

(H) Retiree Medical Benefits

All benefits-eligible Nurses (i.e., part-time and full-time status) with at least ten (10) years of service (five (5) years of which must have been in a continuous benefits-eligible position immediately prior to retirement), and whose age is at least 60 years will be eligible to participate in the Retiree Health Care Account.

The RHCA is an account set up at the time of retirement, and fully funded by PAMF/PAD, that Nurses can access to pay for medical insurance premiums, including those through PAMF, for themselves and qualifying dependents. The lifetime maximum amount of the account is $10,000.

For each full year of service, the Nurse will receive $1,000 credited to their account, up to the $10,000 maximum. Service credit is calculated using the Nurse’s Adjusted Hire Date as shown in the Payroll system.

(I) Short-Hour Registered Nurses

A short-hour Registered Nurse with one (1) year of uninterrupted employment who is regularly scheduled to work more than four hours but less than 20 hours per week, as noted in the PAMF/PAD payroll system, shall be eligible to participate in the medical, dental, and vision plans sponsored by PAMF/PAD (or in which PAMF/PAD participates), but the employee must pay the full cost of the premiums for coverage under these plans, at a rate not to exceed what PAMF/PAD pays for such coverage on a group basis. These employees must comply with the
terms of applicable employee benefit plans, except as provided here. Short-hour Nurses meeting
the previously stated employment requirements will have the following opportunities to apply for
coverage:

- Upon the Nurse’s one (1) year anniversary, but no later than 30 days thereafter
- A qualifying event (e.g., loss of coverage – verification required)
- Annual Open Enrollment Period

It will be the Nurse’s responsibility to contact the Benefits Department to request enrollment.

SECTION 18.  RETIREMENT PLAN

See Appendix D for plan details.

SECTION 19.  MALPRACTICE INSURANCE

PAMF/PAD’s present plan of providing malpractice insurance for Registered Nurses in effect on
the execution date of this Agreement shall be continued in effect during the term of this
Agreement, provided, however, that this is conditional upon such malpractice insurance
continuing to be available from a recognized insurance company.

SECTION 20.  FLEXIBLE SPENDING ACCOUNTS

Benefits of the Flexible Spending Accounts include a premium conversion account and two
flexible spending accounts, one for health care expenses, one for dependent care. There are
important differences among them, but the important feature they have in common is the way
they let the Registered Nurse pay with tax-free dollars expenses usually paid from after-tax
salary. The contributions made toward accounts are withdrawn from the Registered Nurse’s
salary before income taxes are withheld. The Registered Nurse pays no state, federal or social
security taxes on the money that goes into any Flexible Spending Account.

All regular full-time and part-time employees of PAMF/PAD, who work 20 or more hours a
week are eligible to enroll in Flexible Spending Accounts. New hires may enroll on the first day
of the month following 30 days of continuous employment. All eligible employees may enroll
during the annual open enrollment period (usually in November), with participation effective on
the following January 1.

SECTION 21.  EDUCATIONAL ALLOWANCE

PAMF/PAD will reimburse nurses up to 100% of approved educational expenses to a maximum
of $1,000.00 (maximum is prorated based on the Registered Nurse’s standard hours) per year. In
addition, a maximum of five (5) paid education days may be approved per year, including up to
five (5) days to complete correspondence or computer based courses.
(A) Educational Allowance may include:
   (a) Educational tuition for accredited course work
   (b) Seminar registration fees
   (c) Associated travel expenses and meals, as long as the course/seminar is applicable to the Nurse’s current position and the course is not offered locally
   (d) A Registered Nurse’s membership dues in an applicable professional organization (this does not include ESC or any other Union)
   (e) Subscriptions to technical trade magazines
   (f) 50% of a Registered Nurse’s certification or licensure

(B) All requests for Educational Allowance must be applicable to a Registered Nurse’s current position or other positions within PAMF/PAD. Requests must be made at least thirty (30) days in advance on a “Request for Educational Allowance” form. Forms are available on the PAMF intranet. All requests must be approved by the Nurse’s supervisor/manager and Human Resources. PAMF/PAD will consider requests for educational allowance made less than thirty (30) days in advance when knowledge of the course or seminar is not available to the nurse thirty (30) or more days in advance.

(C) Registered Nurses will be paid for attending mandatory classes (i.e., CPR) that are scheduled on their days off. If approved education leave hours for mandatory classes raise total hours compensated to above 40 hours in a work week, that time will be paid to the Nurse at the rate of one and one-half (1.5) times his/her basic straight-time hourly rate of pay. Part-time Nurses will be paid at straight-time unless their hours exceed forty (40) in a work week.

(D) The maximum benefit allowed, $1,000 per calendar year, is prorated based on a Registered Nurse’s standard hours (i.e., a 20 hour nurse will have 50% of the $1,000.00 annual benefit, or $500.00 available). Paid education days will be prorated.

(E) Because PAMF/PAD recognizes the importance of continuing education for Registered Nurses, it will endeavor to provide a minimum of twenty (20) hours per year of continuing education by Foundation approved personnel. Courses given by PAMF/PAD shall be tuition free for Registered Nurses under this Agreement.

SECTION 22. GRIEVANCE PROCEDURE

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

(A) Informal Conflict Resolution
Conflict may arise around issues other than interpretations, application and/or compliance with provisions of this Agreement or whether discharge was for just cause. When this type of conflict arises, the Registered Nurse is encouraged to promptly use informal conflict resolution. To facilitate resolution of the conflict, the following resources are available to the Registered Nurse:

(a) Management Representatives  
(b) Peers  
(c) Union Representatives  
(d) the Employee Assistance Program  
(e) Human Resources Department

If the informal conflict resolution process is not resolved within 60 days, the parties may proceed to Grievance procedure.

(B) Grievance

A. Definitions

A grievance is defined as a question or complaint filed by a Registered Nurse, the Union or the Employer concerning the interpretation or enforcement of the terms and provisions of this Agreement, the Registered Nurse’s working conditions, or any claim or complaint concerning a Registered Nurse’s discharge or discipline.

B. Terms of Grievance

1. Only the Registered Nurse who has successfully completed the initial introductory period of employment is eligible to submit a grievance.

C. Timeliness

The grievance will be submitted no later than fifteen (15) days after the occurrence of an alleged grievance, the date from when the Registered Nurse became aware of the occurrence of an alleged grievance, or 15 days after the unsatisfactory conclusion of the Informal Conflict Resolution process.

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

D. Adherence to Time Limits

1. The Employer and the Union agree that grievances should be raised, and settled promptly.
2. Failure of the Grievance to proceed within any time limit delineated in this article will constitute a waiver of the claim.

3. Failure of the Employer to act within any time limit delineated will entitle the Registered Nurse to proceed to the next step.

4. PAMF/PAD will notify the Union in writing of any terminations or disciplinary actions other than verbal counseling so that the Union will have sufficient time to review and respond within the set time limits.

5. However, any of the time limits may be extended by mutual written agreement.

E. **Right to Representation**

   1. The Registered Nurse will have the right to a Union representative

      (a) The Registered Nurse may be assisted or represented by the Union representative at any step of the grievance procedure.

      (b) Attendance of the Registered Nurse at any meeting/hearing may be required.

F. **Time Off for Hearings**

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

(C) **Grievance Procedure**

A. **Step 1 – Filing of Grievance**

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

B. **Step 2 – Referral or Submission to Human Resources**

   1. **Review Meeting**
Upon the receipt of the grievance, Human Resources or his/her designee will arrange a review meeting within fifteen (15) days with individuals directly involved.

2. Resolution

Human Resources or her/his designee will provide a written determination of the grievance to the Registered Nurse and to the Union with ten (10) days after the review meeting.

C. Step 3 – Rejection Human Resources’ Determination

If the Registered Nurse and/or the Union do not accept the determination of Human Resources or his/her designee, the Union may refer the grievance to the President of the Palo Alto Division of the Palo Alto Medical Foundation. The Union has ten (10) days from the receipt of the determination to submit the written referral to the next level.

D. Step 4 – Referral to the President of the Palo Alto Division of the Palo Alto Medical Foundation

1. Review Meeting

   Upon receipt of the grievance, the President of the Palo Alto Division of the Palo Alto Medical Foundation or his/her designee will arrange a review meeting with individuals directly involved within fifteen (15) days of receipt.

2. Resolution

   The President of the Palo Alto Division of the Palo Alto Medical Foundation or his/her designee will provide a written determination of the grievance to the Registered Nurse and the Union within ten (10) days after the review meeting.

E. Step 5 – Rejection of Determination of the President of the Palo Alto Division of the Palo Alto Medical

If the Union does not accept the determination of the President of the Palo Alto Division of the Palo Alto Medical Foundation, then within forty-five (45) days of the receipt of the determination, the Union may refer the grievance to arbitration. The Union will notify the Employer in writing of its intention to arbitrate the dispute.

F. Step 6. – Arbitration Procedure

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

2. **Arbitrator**

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

3. **Resolution**

   (a) After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.

   (b) The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.

   (c) The arbitrator has the authority to award monetary damages to lost wages and/or benefits. However, the arbitrator’s award will not be made which violates the condition of this Agreement.

4. **Expenses**

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

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

(D) **No Stoppages**

   The Union agrees that there shall be no stoppages or other interruptions of work caused by the Union or the employee during the life of this Agreement, and PAMF/PAD agrees that there shall be no lockout of Registered Nurses during the life of this Agreement.
SECTION 23. NURSING CLINICAL PRACTICE COUNCIL

PAMF/PAD shall recognize a Nursing Clinical Practice Council (CPC) that consists of Registered Nurses, Licensed Vocational Nurses, and Medical Assistants, which may meet regularly (not to exceed once per month) with management representatives on Employer time. The purpose of the council is as follows:

(a) To establish standards of nursing practice throughout the organization by developing and maintaining consistent, high quality, evidence-based patient care procedures.
(b) To recommend new and revised procedures for approval to the Nursing Quality Assurance (NQA) committee.
(c) To provide an opportunity for nursing staff members to participate in nursing governance.
(d) To provide an opportunity for nursing staff members to develop leadership skills.

A Registered Nurse serving on the Nursing Clinical Practice Council or a special CPC sponsored subcommittee or taskforce shall be compensated for his/her hours spent on a special project outside his/her regular working hours provided said hours are not over forty (40) hours for the work week.

SECTION 24. LABOR-MANAGEMENT ADVISORY COMMITTEE

A Registered Nurse Labor Management Advisory Committee shall be established. The RN LMAC shall act as an advisory body to the PAMF/PAD Clinical Administration. PAMF/PAD will duly consider such recommendations as made by the RN LMAC and respond within thirty days.

The Committee will schedule meetings by mutual agreement as necessary to conduct work. The Foundation will release from work and compensate up to four (4) Registered Nurses designated by the Union for up to two hours straight time pay per month including travel time for attendance at RN LMAC meetings. The RN LMAC will also be comprised of representatives of PAMF/PAD. All decisions of the committee shall be by consensus, utilizing an interest-based problem solving process.

The objectives of the RN LMAC shall be:

(a) To serve as an oversight body for Registered Nursing activities at PAMF/PAD
(b) To recommend ways and means to improve patient care
(c) The committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern
SECTION 25. **REGISTERED NURSES NEGOTIATING COMMITTEE**

Appropriate nursing coverage will be provided for those Registered Nurses attending negotiations meetings during clinical hours.

If more than one Registered Nurse is from the same department, then the manager will work with the Union in determining Negotiating Committee participation while maintaining safe staffing to meet patient care needs. When Negotiating Committee meeting times and dates are confirmed, Human Resources will notify the Registered Nurses’ managers to release the Registered Nurses for the sessions. If there are conflicts in scheduling, the Union, Human Resources and the department manager will work together to come up with a mutually agreeable solution.

SECTION 26. **PREMIUM CONDITIONS**

It is understood that the provisions of this Agreement relating to salaries, hours, and conditions of work are intended to establish minimum terms for the employment of Registered Nurses subject to this Agreement; that so long as PAMF/PAD meets these minimum terms it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the employment of Registered Nurses under terms more favorable to them, this is to be a matter of individual arrangement between PAMF/PAD and such individual Registered Nurses and any such arrangements may be established, continued, terminated or changed at any time without relation to this Agreement.

SECTION 27. **MANAGEMENT FUNCTIONS**

It is mutually agreed between the Union and PAMF/PAD that it is the duty and the right of the Employer to manage itself and direct its operations and its employees, and the Employer reserves all of its rights, power and authority in connection therewith, which include, but is not limited to, the right to hire, transfer, promote, reclassify, lay off and discharge employees, except as specifically limited by the express provisions of this Agreement.

SECTION 28. **SERVICE RECOGNITION**

Service recognition is measured by years of service with PAMF/PAD. A Registered Nurse’s service date is based on the Registered Nurse’s hire date adjusted by specific days of unpaid leave of absence, breaks in service, and time spent in on-call status. Registered Nurses are recognized for service as follows:

(A) Additional PTO: All Registered Nurses who have completed 25 years of service are eligible to receive two (2) additional weeks of PTO (pro-rated based on standard hours) on their anniversary date.
(B) Service Awards: Registered Nurses receive special service pins at 5 years, 10 years, 15 years, 20 years and 25 years of service. At 30, 35, 40 and 45 years of service, nurses receive specially ordered gifts in recognition of significant continuous service.

Registered Nurses who have completed a multiple of five years’ service during the preceding calendar year (i.e. 5, 10, 15, 20 years) are honored at the annual Service Awards Event.

(C) Service Bonus: Registered Nurses who have completed 10 years, 20 years, 30 years, 40 years, etc service, receive a one-time service bonus on the applicable anniversary date, as follows:

- 10 years service = $100.00
- 20 years service = $200.00
- 30 years service = $300.00
- 40 years service = $400.00

SECTION 29. UNION ACCESS

(A) The authorized representative of the Union shall have access to PAMF/PAD during business hours when s/he notified the Administration or Human Resources in advance of the visit. Such representative of the Union shall not interfere with the work of employees or cause them to neglect their work and shall limit her/his activity to matters arising under the Agreement. Any conference between such representative of the Union and a Registered Nurse shall be held in a public area separate from any patient care area or patient waiting area. If requested and available, a conference room will be provided for such conferences.

(B) Union Stewards shall have access to PAMF/PAD’s Distribution Center for purposes of communicating with Union membership. Communication materials shall be produced at the Union’s expense, and shall not be anti-PAMF/PAD or Sutter Health in nature. Stewards may also communicate via E-mail.

SECTION 30. RELIEF REGISTERED NURSES

PAMF/PAD shall make every effort to develop a list of Registered Nurses available to be called in for relief of regularly employed Registered Nurses on PTO or ESL.

SECTION 31. SAVINGS CLAUSE

If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America or any agency thereof, the remaining provisions of this Agreement shall remain in full force and effect.
SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective as of March 24, 2016, and shall continue in effect through March 31, 2020. March 31st shall be known as the anniversary date of this Agreement. Beginning with March 31, 2020, this Agreement shall be automatically renewed for one (1) year on each anniversary date, unless it is terminated or modified in accordance with the procedure hereafter set forth.

This Agreement may be reopened at the end of each Agreement year to revisit Section 4 COMPENSATION, (A) BASIC HOURLY RATES. Criteria for reopening will be based on a comparison of current wage and salary survey information with the PAMF/PAD projected hourly rates in the Agreement. If current survey information indicates a difference in pay of greater than 7% the Agreement will be reopened.

This Agreement may be terminated as of March 31, 2020, or any anniversary date thereafter, by written notice by the Union or PAMF/PAD to the other, delivered at least ninety (90) days before March 31, 2020 or any anniversary date thereafter.

Or, either the Union or PAMF/PAD may deliver to the other, at least ninety (90) days prior to March 31, 2020, or any anniversary date thereafter, a notice of its desire to modify any terms of this Agreement. If agreement on all proposals to modify has not been reached by March 31, 2020, or any anniversary date thereafter, then the Agreement shall terminate on that date, unless the parties, by mutual consent, shall extend the Agreement.

Palo Alto Medical Foundation/
Palo Alto Division

By Vicki Wahl Date 01/09/17
Human Resources Manager

By Adolfo Medel Date 11/14/16
Labor Representative

By Trudy Stramel Date 11/18/2016
RN

By Lynn Grossman Date 1/7/16
RN

By Lynn Yen Date 11/17/16
RN

Engineers & Scientists of California Local 20,
IFPTE (AFL-CIO & CLC)
APPENDIX A

RN III Classification

BASIC REQUIREMENTS
1. A Registered Nurse with current licensure (includes Oncology RN).
2. Minimum one (1) year of experience as an RN II at PAMF/PAD
3. Meets standards on all criteria in the Clinical Practice section and meets standards in 8 out of 10 of the criteria in the Professional Growth and Teamwork sections.
4. Employee in good standing with no current outstanding written warnings.

REGISTERED NURSE III REQUIREMENTS
1. Meets basic requirements.
2. The RN III candidate and Clinical Supervisor/Manager will mutually establish goals and objectives to complete identified activities.
3. In addition, meets five points or more from the criteria listed below within the year prior to application.
4. Registered Nurse III is maintained by meeting criteria each year. Application for renewal will take place at the time of the employee’s anniversary.
5. Should an RN III fail to meet criteria for renewal of his/her status, the Registered Nurse will be given additional time to meet the criteria. Following the RN’s anniversary, the Registered Nurse will be reevaluated at 3 months. If criteria have not been met to maintain RN III status at the six-month review, the Registered Nurse will be reclassified to the equivalent step of an RN II (one level lower).
6. Appeal Should an RN fail to meet RN III criteria for renewal of their status at their anniversary and after reevaluation at 3 months, the RN may appeal the decision and submit their case to the LMAC for review and independent decision. LMAC decisions will be forthcoming within 30 days of submission (not subject to grievance process).

CRITERIA FOR ADVANCEMENT (with assigned points) as verified by immediate supervisor (must include application and supporting documentation).
1. Possession of a Bachelor’s or Masters Degree related to applicant’s position. 1-point
2. Trained as a preceptor. Has precepted in the PAMF/PAD preceptor program for a minimum of 4 weeks (20 days) annually. Or assigned by Supervisor to orient new employees to the department and serve as a role model/mentor for the Introductory Period of the new employee’s employment. Completes departmental orientation
checklist, answers questions, explains the department procedures/protocols and gives input on Introductory Period evaluations. 1-point

3. Actively participates on PAMF/PAD Committees, task forces, or quality teams focused directly on patient care and improving the patient care setting for:

- 12 hours per year 1-point
- 24 hours or more per year 2-points

Attendance verification of hours served is required. Time spent on related assignments and/or projects outside of meeting time will count towards committee participation time and must be approved by the supervisor in advance.

4. Maintains professional certification in the Registered Nurse’s area of clinical specialty/or ACLS certification. 1-point

5. Develops, gains approval, and completes a special individual project to improve the Clinical Setting. 1-point

6. Revises a current department specific policy, or develops a standardized procedure for use in a Clinical department (independent of NQA committee work). 1-point

7. Preparation and presentation of an in-service totaling 20-30 minutes or three (3) mini in-services on different subjects, each 5-10 minutes in length, that contributes to the professional growth of the staff. (Could be course material from a seminar or material from individual research). 1-point

8. Develops, gains approval, and implements educational material and/or new methods of clinical teaching that are used with patients on an ongoing basis. 1-point

9. Demonstrated ability to work in multiple clinical departments. Ability demonstrated by functioning as a Registered Nurse in 3 or more departments for at least one week in each department, within the past twelve months. 1-point

10. Functions independently by using and interpreting established standardized nurse treatment protocols and procedures in providing direct care to patients, including changes in treatment regimen.
a) Functions independently 25% to 50% of the time 1-point
b) Functions independently more than 50% of the time 2-points

11. Completes nurse clinical training applicable to Registered Nurse position at PAMF/PAD. Submits proof of completion and accumulates:

30 CEU's in year 1-point

12. Has served as a volunteer at PAMF/PAD-approved community event(s) for a minimum of 8 hours in the last 12-month period. (Note: to be approved by supervisor and Public Affairs Department in advance. There will be no compensation for participation, and documentation of participation must be submitted.) 1-point

13. Belongs to a professional organization and actively participates (e.g., publishes articles in a professional journal, presents information at a national conference, and/or serves on the Board). 1-point
Important Information about your Voluntary Supplemental Life Insurance Plans. Your collective bargaining unit agreement has been ratified and there will be a change to the voluntary supplemental life benefit offered to you by Palo Alto Medical Foundation.

Your MetLife Voluntary Supplemental Life Insurance benefit will transfer to the new 2012 plan. This plan features increased coverage options in increments of $10,000 with premiums calculated based on your age and the amount of coverage elected. You will retain the same or equivalent of coverage at this time. However, since this new plan may result in an increase in benefits from your current supplemental life premium, we are offering a one-time option to increase*, reduce or opt out of your current election. The premiums are as follows:

### MetLife Supplemental Life Insurance

<table>
<thead>
<tr>
<th>Age of Employee and Spouse</th>
<th>Monthly Cost Per $1,000 of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 29</td>
<td>$0.062</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.080</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.090</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.143</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.247</td>
</tr>
<tr>
<td>50-54</td>
<td>$0.398</td>
</tr>
<tr>
<td>55-59</td>
<td>$0.261</td>
</tr>
<tr>
<td>60-64</td>
<td>$0.956</td>
</tr>
<tr>
<td>65-69</td>
<td>$1.721</td>
</tr>
<tr>
<td>70+</td>
<td>$3.083</td>
</tr>
</tbody>
</table>

Cost for your child(ren)* $1,633

### Supplemental Life Benefits

**MetLife – Employee Paid Option**

- **Employee Options**: Supplemental Life starting at $10,000 up to $1,000,000.
- **Dependent Options**: Spouse/Domestic Partners: coverage maximum is $250,000. Child(ren): coverage maximum is $20,000 up to age 26.
- **Age Reductions**: Employee and spouse coverage amounts will reduce to 50% of the original coverage amount at age 70.
- **Premiums**: Premiums vary based on age and amount of coverage. Refer to premium calculation sheet for pricing information.

*Approval is needed for increasing Supplemental Life Insurance coverage. Amounts over the Guarantee Issue are subject to Medical Underwriting. Please complete Statement of Health form.
Long-Term Disability Benefits
MetLife – Employer-Paid

Elimination Period: The plan provides partial income replacement benefits for a disability resulting from injury or illness sustained on or off the job, following 180 consecutive days of disability.

Benefits: This plan integrates with other social sources (State Disability Insurance, Workers Comp, Social Security, etc.) to provide a combined monthly benefit of 60% of your monthly base earnings. Bonuses, commissions, overtime pay and any other extra compensation are excluded from the definition of earnings under the plan. The maximum monthly benefit payable from all sources combined will not exceed $10,000 per month.

Definition of Disability: You are disabled when MetLife determines that: * you are limited from performing the material and substantial duties of your regular occupation; and * you have a 20% or more loss in indexed monthly earnings due to the same sickness or injury. * After benefits have been paid for 24 months, you are disabled when MetLife determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

Duration of Benefits: Benefits are payable to age 65 while you continue to be disabled.

Pre-Existing Condition Limitation: A disability resulting from any condition that existed, or for which you were treated, during the 3 months immediately preceding your coverage effective date is not covered unless you have been actively at work and continuously covered under the plan for 12 consecutive months after your effective date of coverage.

Special Limitations: There is a 24 month lifetime benefit maximum for disabilities resulting from mental/nervous conditions, alcohol and substance abuse.

Delayed Effective Date of Coverage: Insurance will be delayed if you are not in active employment because of an injury, sickness, temporary layoff, or leave of absence on the date that insurance would otherwise become effective.
Sutter Health Retirement Income Plan (SHRIP)
Eligibility: All employees eligible on date of hire. You must work at least 1,000 hours of service each calendar year to receive a contribution. PAMF contributes annually an amount equal to 5% of your annual earnings.

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>PAMF Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5</td>
<td>5% of pay</td>
</tr>
<tr>
<td>6 - 10</td>
<td>6% of pay</td>
</tr>
<tr>
<td>11 - 20</td>
<td>7% of pay</td>
</tr>
<tr>
<td>21+</td>
<td>8% of pay</td>
</tr>
</tbody>
</table>

Vesting: 100% vested after three years of service with at least 1,000 hours each year. Eligible years of service in the Sutter Health system are recognized for vesting purposes.

Sutter Health 403(b) Match Savings Plan
Eligibility: All employees eligible on date of hire. You can choose to contribute a percentage of your pay each pay period up to the annual IRS annual maximum ($17,000 in 2012 plus age 50 catch up contributions of $5,500 for a total of $22,500). PAMF will match 50 cents on the dollar on the first 3% of pay (employee contributions of 3% of earnings PAMF will match 1.5%).

Vesting: Employee contributions 100% immediately vested. PAMF contributions vested after 3 years of service with at least 1,000 hours each year. Eligible years of service in the Sutter Health system are recognized for vesting purposes.

Contributions and earnings accumulate tax deferred until withdrawn.

Investment Allocation
You may choose from a variety of Fidelity Investments Funds to help you meet your investment needs. Each fund is designed with a specific investment goal or objective. Before investing in any investment option, please carefully consider the fund’s objectives and risks.

1/3/2012
<table>
<thead>
<tr>
<th>Type of Plan</th>
<th>Defined Contribution Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source of Contributions</td>
<td>100% employer paid</td>
</tr>
<tr>
<td>Eligibility</td>
<td>All employees except leased, independent contractors and those covered by another plan; unless per CBA</td>
</tr>
<tr>
<td>Plan Entry Date</td>
<td>Date of hire</td>
</tr>
<tr>
<td>Vesting</td>
<td>100% vested after 3 years of service (with at least 1,000 hours each year), or age 65, death or disability</td>
</tr>
<tr>
<td>Grandfathered Vesting</td>
<td>If employed on 12/31/2007 and entered plan 1/1/2008 - 100% vested</td>
</tr>
<tr>
<td>Benefit Formula</td>
<td>Annual employer contributions made to participant accounts based on years of service (includes all years of service):</td>
</tr>
<tr>
<td></td>
<td>Years</td>
</tr>
<tr>
<td></td>
<td>1-5</td>
</tr>
<tr>
<td></td>
<td>6-10</td>
</tr>
<tr>
<td></td>
<td>11-20</td>
</tr>
<tr>
<td></td>
<td>21+</td>
</tr>
<tr>
<td>Grandfathered Formula</td>
<td>Employees who were hired on or before 12/31/2007 and entered plan 1/1/2008 with less than 6 years of service will start at 6% of pay, regardless of actual years of service</td>
</tr>
<tr>
<td>Eligibility for Contribution</td>
<td>1,000 hours of service in a calendar year</td>
</tr>
<tr>
<td>Frequency of Employer</td>
<td>Employer contributions are added to account balance annually</td>
</tr>
<tr>
<td>Contributions</td>
<td></td>
</tr>
<tr>
<td>Eligible Pay</td>
<td>Total pay excluding standby, severance, penalty pay, reimbursements and awards</td>
</tr>
<tr>
<td>Investments</td>
<td>Employee directs investments from mutual funds offered through Fidelity Investments</td>
</tr>
<tr>
<td>Default Fund</td>
<td>Fidelity Freedom Funds based on employees date of birth and assumed retirement age of 65, into which contributions are deposited if employee does not make investment elections</td>
</tr>
<tr>
<td>In Service Distribution</td>
<td>Participants age 55 and older do not have to terminate employment to receive benefits</td>
</tr>
<tr>
<td>Lump Sum Distribution</td>
<td>Single sum pays equal to value of account balance</td>
</tr>
<tr>
<td>Optional Payment Forms</td>
<td>Installment payments</td>
</tr>
<tr>
<td>Pre-Retirement Death Benefits</td>
<td>* Participants who die prior to termination are immediately vested. * 100% of account balance paid to designated beneficiary * If no designated beneficiary on file, benefits paid per plan document</td>
</tr>
<tr>
<td>Withdrawal Options</td>
<td>Not available</td>
</tr>
<tr>
<td>Loans or Hardship</td>
<td></td>
</tr>
</tbody>
</table>