



# Summary of Jan. 2017- July 2021 Tentative Agreement



## SUTTER SANTA ROSA HEALTHCARE PROFESSIONALS UNIT

	Current Language	Tentative Agreement
<b><u>Economic Issues:</u></b>		
<b>ARTICLE 10 SALARIES</b>  <b>10.2 General Wage and Equity Increase</b>	Across-the-Board Wage Increases: 2% pay period following ratification 2% pp one year after ratification 2% pp two years after ratification 2% pp three years after ratification	Across-the-Board Wage Increases: 3% pay period following ratification 3% pp following 1 <sup>st</sup> anniversary of ratification 3% pp following 2 <sup>nd</sup> anniversary of ratification 4% pp following 3 <sup>rd</sup> anniversary of ratification 2% pp following 4 <sup>th</sup> anniversary of ratification
<b>ARTICLE 8 HEALTH AND OTHER BENEFITS</b> <b>8.2 Health Care</b>  <b>8.3 Dental Benefits</b>  <b>8.4 Vision Care</b>  <b>8.6 Life Insurance</b>  <b>8.7 Long Term Disability</b>  <b>8.18 Flexible Spending Acct</b>	Employee Premium Contribution: Sutter Select EPO: 0% Sutter Select PPO: 27% for 2016  \$40k basic life and Accidental Death & Dismemberment  50% wage replacement benefit up to \$2k/month through age 65  No employer contribution	Employee Premium Contribution: Sutter Select EPO: 0% Sutter Select PPO: 27% for 2017 & forward Effective 1/1/2018, commence new Sutter Select EPO & PPO health plan designs (see detail sheet)  Current coverage in effect through 12/31/2017 Effective 1/1/2018, commence new dental plan design (see detail sheet)  Current coverage in effect through 12/31/2017 Effective 1/1/2018, commence new vision plan design (see detail sheet)  \$50k basic life and Accidental Death & Dismemberment  60% wage replacement benefit p to \$5k/month for 5 years Optional buy-up, 60% wage replacement up to \$10k/month to age 65  Effective 1/1/2018, \$250 per year employer contribution
<b>ARTICLE 4 RIGHTS AND RESPONSIBILITIES</b>  <b>Union Release Time (NEW)</b>	N/A	<u>Release Time</u> <u>Upon request from the Union Representative, or designee, SSRRH agrees to authorize member(s) of the Union release time to attend to Union Business. The Union shall specify in the request whether the time to be used will be on paid time or unpaid time. If paid time is to be used, SSRRH will authorize up to 48 (forty-eight) hours of paid release time per calendar</u>

		<p><u>year. Pay for release time hours will be at the Employee's hourly wage. The Union may roll over unused hours limited to hours from previous calendar year. Request for hours shall be made to the Human Resources Director or designee fourteen (14) days in advance of requested time if possible, unless otherwise mutually agreed upon. In all cases, release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the Employee's supervisor, manager, or director before leaving a work assignment. The Union shall notify the Employer at least two (2) weeks in advance of the sessions indicated below of the names of Employees selected. The Union will notify the Employer as soon as possible of any changes to the Employees selected following initial notification.</u></p> <p><u>The types of Union Business covered under release time are as follows:</u></p> <ul style="list-style-type: none"> <li><u>(1) Processing of grievances, including initial investigations of potential grievances</u></li> <li><u>(2) Appearing as a witness at Union at arbitration</u></li> <li><u>(3) Union trainings and Union meetings</u></li> <li><u>(4) Ratification Meetings</u></li> <li><u>(5) Negotiations (including preparation)</u></li> </ul> <p><u>SSRRH also agrees to authorize 8 (eight) hours of paid release time for one union steward from each work unit, over the course of this contract, in order for them to attend Steward Training(s).</u></p> <p><u>Pharmacy</u>  <u>Clinical Lab</u>  <u>Social Services</u>  <u>Nutrition Services</u>  <u>Physical Therapy</u>  <u>Occupational Therapy</u></p> <p><u>Additional paid release time may be negotiated for the Union Bargaining Team when the parties commence negotiations for a successor agreement.</u></p>
<p><b>ARTICLE 11</b>  <b>WAGE UPON STATUS CHANGE</b></p> <p><b>11.10 Step Advancement Within Wage Ranges</b></p>	<p>Each employee shall be considered for a step increase when the employee's total hours in pay status, exclusive of hours over 80 in a pay period, equals 2,080.</p>	<p><del>Each employee shall be considered for a step increase when the employee's total hours in pay status, exclusive of hours over 80 in a pay period, equals 2,080. Step increases shall be made Upon completion of 2080 hours in pay status, exclusive of hours over 80 in a pay period, an employee shall move to the next step within the appropriate wage range for the class.</del></p>

<p><b>11.1 Wage Upon Hire</b></p>	<p>Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the wage range for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for in the particular class may be authorized at a rate higher than the minimum upon recommendation of the Human Resources Director.</p>	<p><i>The change to 11.1 is the addition of the following language at the end of the section, ensuring that the Union is aware when someone is hired above Step 1, and is given the explanation for the action:</i></p> <p><u>Hiring into a step above the minimum rate must be authorized by the Director of Human Resources. Notice, including the rationale for the exception, will be provided to the Union whenever this takes place.</u></p>
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**Non-Economic Issues**

<p><b><u>ARTICLE 20</u></b> <b>TERM</b></p>	<p>(Assuming TA is ratified, contract end date will be extended through the ratification date) 01/15/2013 – 02/01/2017</p>	<p>(Assuming TA is ratified) 02/02/2017 – 07/18/2021 Four and a half years; bringing us back to mid-year ending dates &amp; avoiding problems of bargaining around the holidays.</p>
<p><b><u>ARTICLE 5</u></b> <b>HOURS OF WORK AND OVERTIME</b></p> <p><b>5.1 Application</b></p>	<p><u>Application</u> This article is intended only as a basis for outlining standards for work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment (Full-time and Part-time as defined in DEFINITIONS) indicate a commitment by SMCSR to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.</p>	<p><i>The changes to 5.1 ensure that full and part time employees will have regular schedules and will be scheduled to work their full FTEs before shifts are offered to per diem staff.</i></p> <p>This article is intended only as a basis for outlining standards for work, work schedules and a basis for calculating overtime payments.</p> <p><b>(a)</b> Hours specified under types of employment (Full-time and Part-time as defined in DEFINITIONS) indicate a commitment by <del>SMCSR</del> <b>SSRRH</b> to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.</p> <p><b>(b)</b> <u>As per the definition of “Regular Work Schedule” set forth in DEFINITIONS (Article 2), SSRRH will establish employees’ specific work days, work weeks, and work shifts on a regular, ongoing basis.</u></p> <p><b>(c)</b> <u>As long as there is sufficient work, Full-time and Part-time employees will be scheduled to work their Full Time Equivalent (FTE) hours in the Regular Work Schedule established by SSRRH prior to offering those shifts to per diem staff.</u></p>

<p><b>5.3 Changes of Work Schedule</b></p>	<p><u>(d) Distribution of Standby, Overtime, and Additional Hours</u>                  The Hospital will distribute standby duty, overtime, and additional hours in a rotational sequence on a day-by-day basis, established by seniority among those qualified employees in any one contract classification concerned, who have volunteered to be on standby or work overtime. If no one volunteers to work the overtime, take the standby or additional hours, they will be assigned on a rotational day-by-day assignment basis, by reverse seniority.</p> <p>N/A</p>	<p><i>The changes to 5.3 ensure that full and part time employees will be offered standby, overtime and additional hours before per-diem staff, and that full and part time employees are considered for open positions before anyone outside the bargaining unit.</i></p> <p>(d) <u>Distribution of Standby, Overtime, and Additional Hours</u>                  The Hospital will distribute standby duty, overtime, and additional hours in a rotational sequence on a day- by-day basis, established by seniority among those qualified employees in any one contract classification concerned, who have volunteered to be on standby or work overtime. If no one volunteers to work the overtime, take the standby or additional hours, they will be assigned on a rotational day-by-day assignment basis, by reverse seniority. <u>Per Diem employees shall only be offered overtime and additional hours after Full Time and Part Time employees have been offered overtime and additional hours in any one contract classification. Nothing in this section shall be interpreted in such a way as to compel the employer to offer premium pay prior to exhausting non-premium options.</u></p> <p>(f) <u>Open Positions</u>  <u>If a position within the bargaining unit becomes available, qualified bargaining unit applicants will be considered before applicants outside the bargaining unit.</u></p>
<p><b>5.8 Cancellation</b></p>	<p>(a) <u>Voluntary Shift Adjustments</u>                  A voluntary system shall be used in each hospital work unit for temporary adjustments in hours, assuming that remaining employees possess comparable skill levels. Employees who volunteer can use accrued PTO.</p> <p>(b) <u>Involuntary Shift Adjustments</u>                  Absent volunteers, temporary adjustments in hours shall be implemented by the hospital work unit subject to approval by the supervisor.</p> <p>(c) <u>Reduction in Hours</u>                  Should there be no volunteers, the hospital work unit's supervisor shall consider skills and seniority in reducing hours based on the following order:</p>	<p><i>The changes to 5.8 ensure that full and part time employees will be offered voluntary shift adjustments before per diem staff, clarifies that management decides who is subject to involuntary reductions in hours (cancellation), not staff, allows employees to use PTO to cover cancellations and reduces the total amount of hours a part time employee can be cancelled from 80 to 48 per calendar year</i></p> <p>(a) <u>Voluntary Shift Adjustments</u>                  A voluntary system shall be used in each hospital work unit for temporary adjustments in hours, assuming that remaining employees possess comparable skill levels. Employees who volunteer can use accrued PTO. <u>Full-time and part-time employees shall be offered voluntary shift adjustments, in seniority order, before per diem employees.</u></p> <p><del>(b) <u>Involuntary Shift Adjustments</u>                  Absent volunteers, temporary adjustments in hours shall be implemented by the hospital work unit subject to approval by the supervisor.</del></p> <p>(b) <u>Reduction in Hours</u>                  Should there be no volunteers, the hospital work unit's <del>supervisor</del> <u>management</u> shall consider skills and seniority in reducing hours based on the following:</p>

<p><b>5.8 Cancellation continued</b></p>	<p>1) Temporary agency employees within the work unit.                  2) Per diem employees within the work unit.                  3) Per diem employees in another work unit if the least senior full-time or part-time employee in the respective unit has comparable skills as demonstrated on Competency Based Assessment necessary for assignment to a different unit (e.g. Pharmacy, Laboratory)                  4) The least senior full-time or part-time employee in the respective work unit based on seniority and Competency Based Assessment where applicable.                  (d) <u>Inappropriate Temporary Adjustment in Hours</u>                  A full-time or part-time employee who is inappropriately reduced in hours according to the procedural requirements shall be notified by the supervisor and entitled to be exempted the next time the employee's hours are to be reduced.                  (e) <u>Maximum Involuntary Temporary Adjustment in Hours</u>                  Full-time and part-time employees who are subject to involuntary reduction in hours may be reduced by a maximum of eighty (80) hours in any calendar year. Employees shall not be reduced in hours for more than one shift in a pay period, and may use available PTO to cover the reduced hours.</p>	<p>1) Temporary agency employees within the work unit.                  2) Per diem employees within the work unit.                  3) Per diem employees in another work unit if the least senior full-time or part-time employee in the respective unit has comparable skills as demonstrated on Competency Based Assessment necessary for assignment to a different unit (e.g. Pharmacy, Laboratory)                  4) The least senior full-time or part-time employee in the respective work unit based on seniority and Competency Based Assessment where applicable.  <u>Employees subject to involuntary temporary adjustments in hours under this provision may use accrued PTO to cover the reduced hours.</u>                   (c) <u>Inappropriate Temporary Adjustment in Hours</u>                  A full-time or part-time employee who is inappropriately reduced in hours according to the procedural requirements shall be notified by the <del>supervisor</del> <u>manager</u> and entitled to be exempted the next time the employee's hours are to be reduced.                   (d) <u>Maximum Involuntary Temporary Adjustment in Hours</u>                  Full-time and part-time employees who are subject to involuntary reduction in hours may be reduced by a maximum of eighty (80) hours in any calendar year. <u>Part time employees who are subject to involuntary reductions in hours may be reduced by a maximum of forty-eight (48) hours in any calendar year.</u> Employees shall not be reduced in hours for more than one shift in a pay period, and may use available PTO to cover the reduced hours.</p>
<p><b>ARTICLE 6 STAFF DEVELOPMENT</b></p> <p><b>6.1 Professional Development</b></p>	<p>Requests for funds must be submitted with a Request for Payment/Reimbursement form and supporting documentation (such as proof of payment and proof of completion) to your department manager for approval.</p>	<p><i>Changes to 6.1 allow employees to submit reimbursement requests electronically when applicable and stipulates that employees can't be required to use professional development funds for mandatory trainings.</i></p> <p>Requests for funds <del>must</del> <u>may</u> be submitted <u>electronically</u> or with a Request for Payment/Reimbursement form and supporting documentation (such as proof of payment and proof of completion) to your department manager for approval.</p> <p><u>(f) Employees shall not be required to use professional development funds for mandatory trainings pursuant to 6.4 of this agreement.</u></p>

<p><b>6.2 Continuing Education Leave</b></p>	<p>Continuing Education Leave is subject to the following conditions:</p> <p>(a) Courses taken on SMCSR time must be directly related to the employee's present position, or career advancement within SMCSR.</p> <p>(b) Requests for such leave must be approved by the employee's department manager or designee. Such leave will not be unreasonably denied.</p> <p>(e) Approval of one course does not automatically constitute approval for an entire series unless specifically authorized by the employee's department manager or designee</p>	<p><i>Changes to 6.2 expand what kind of courses qualify for CE leave, require Sutter to give an explanation if leave is denied and stipulate that employees can't be forced to use CE time for mandatory trainings.</i></p> <p>(a) Courses taken on <del>SMCSR</del> <u>SSRRH</u> time must be directly related to the employee's present position, <del>or</del> career advancement within <del>SMCSR</del> <u>SSRRH</u>, or in a course of study approved by the employee's department manager or designee and that is related to a profession that SSRRH employs.</p> <p>(b) Requests for such leave must be approved by the employee's department manager or designee. Such leave will not be unreasonably denied. <u>If requested leave is denied, employees shall receive a response that includes the reason for denial.</u></p> <p>(f) <u>Employees shall not be required to use continuing education leave for mandatory trainings pursuant to 6.4 of this agreement.</u></p>
<p><b>6.3 Inservice Training</b></p>	<p><u>Inservice Training</u> SMCSR shall make every effort to provide a program of inservice training that is designated to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be required by the department manager. Decisions by department managers on requests by employees should be based upon the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; and the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.</p>	<p><i>The change to 6.3 allows employees to ask to attend a training or inservice in another department with the addition of the following language at the end of the section.:</i></p> <p><u>Nothing in this subsection shall preclude the right of an employee to ask to attend a specific training or an inservice in another department.</u></p>
<p><b>ARTICLE 4 RIGHTS AND RESPONSIBILITIES</b></p> <p><b>New Employee Information and Representation (NEW)</b></p>	<p>N/A</p>	<p><i>A new Section in Article 4 will give the Union many rights that the other bargaining units have long had and will enable us to strengthen our Union and better engage our members:</i></p> <ul style="list-style-type: none"> <li>• <i>Local 20 will be able to present information at New Employee Orientations;</i></li> <li>• <i>Sutter will provide the Union with a list of all scheduled NEO dates and give us the names of new employees at least 48 hours in advance;</i></li> </ul>

<p><b>4.7 Access by Union</b></p>	<p>a) Duly authorized representatives of the Union shall be permitted to enter the facilities operated by the Employer at all reasonable times to transact Union business and observe conditions under which employees are employed; provided, however, that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general hospital and clinic rules applicable to non-employees including but not limited to patient confidentiality and privacy regulations.</p> <p>b) Union representatives shall be allowed access to an employee's personnel files; after the employee's written consent is presented to Human Resources.</p> <p>c) The Employer shall provide a bulletin board at each facility for posting notices of Union activities. A designated Union representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished the Employer before posting.</p>	<ul style="list-style-type: none"> <li>• <i>Union stewards will be authorized to get the names and contact information of new employees, and to meet with them to welcome them to the Union and give them information;</i></li> <li>• <i>Sutter will inform all new employees that ESC Local 20 is their union and their authorized representative.</i></li> </ul> <p><i>Additions to 4.7 clarify other significant &amp; important Union and Steward rights.</i></p> <p>a) <u>The Union and its authorized representatives have the recognized right to represent all members of the bargaining unit on all matters within the scope of representation. An employee has the right to represent herself or himself in accordance with the National Labor Relations Act.</u></p> <p>b) [OLD SECTION (a)]</p> <p>c) <u>Subject to the approval of the HR Director or a designated management representative, Union-paid representatives and Union Stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.</u></p> <p><u>(d) With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigations may be conducted on an employee's work time. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified above shall be conducted on the employee's own time (rest breaks, meal periods, before or after work). SSRRH agrees to provide the Union with a list of designated management representatives and keep such list updated.</u></p> <p>(e) [OLD SECTION (b)]</p> <p>(f) [OLD SECTION (c)]</p>
<p><b>4.11 Steward Duties</b></p>		<p><i>New language in 4.11 clarifies that a Union Steward may take care of Union business on their work time as long as it's approved by their Supervisor or other authorized manager.</i></p>
<p><b>4.17 Union Membership</b></p>		<p><i>New language added to 4.17 ensures that the Union will receive timely and complete information about new employees and terminations from Sutter on a monthly and quarterly basis and provides that the names and addresses provided to the Union shall be kept confidential.</i></p> <p><i>The indemnification language formerly contained in 4.18 is now found in 4.17.</i></p>

**4.17 Union Membership (cont.)**

Within fourteen (14) days after SMCSR hires a new employee, SMCSR will inform the Union in writing of the name, address, and classification of said individual. Said notification shall be forwarded to the Union at its office at 835 Howard Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103 (Note - Effective September 1, 2013 notifications will be mailed to 810 Clay Street, Oakland, CA 94607).

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On a monthly basis, SSRRH will provide the Union with a data run of new hires and terminated employees who are, will be or were members of ESC Local 20. The data run shall include the employee's name, date of hire or termination, classification, department, employee ID number, FTEs, pay rate per hour, home address and home telephone number. The data run shall be sent by email to a person designated by the Union to receive it.

On a quarterly basis, to a person designated by the Union, SSRRH shall send a Member Report to the Union by email, showing each employee's name, date of hire, classification, department, employee ID number, FTEs, pay rate per hour, step, seniority status, Union status, home address and home telephone.

The names and addresses provided to the Union shall be kept confidential.

The Union recognizes and respects the legal right of each employee to their privacy and agrees not to use or allow others to use any information obtained pursuant to this agreement for commercial gain or in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend and hold harmless SSRRH, its officers, employees and agents, from any claim, liability or damage arising from the Union's breach of its duty under this Agreement.

**4.17.1 Employee Religious Conviction**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment. Such employee shall pay a sum equal to the service fee described in Article 4.17 to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by the employee,

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<p><b>4.17.1 Employee Religious Conviction</b> (cont.)</p> <p><b>LEAP/COPE Check-Off</b> <b>(NEW)</b></p>	<p>and agreed to by the Union and SMCSR. The employee shall have, on a bi-weekly basis, a payroll deduction of this charitable contribution. If such employee who holds conscientious objections pursuant to this section requests ESC to use the grievance-arbitration procedure on the employee's behalf, ESC is authorized to charge the employee for the reasonable cost of using such procedure.</p> <p>N/A</p>	<p>charitable contribution. <u>If the employee chooses to make their contribution in lieu of dues to any other charitable organization besides Sutter Caring and Sharing, as agreed to by the Union and SSRRH, it shall be administered by the Union.</u> If such employee who holds conscientious objections pursuant to this section requests ESC to use the grievance-arbitration procedure on the employee's behalf, ESC is authorized to charge the employee for the reasonable cost of using such procedure.</p> <p><i>A new Section in Article 4 allows employees to make voluntary contributions to the Union's Legislative Education and Action Program/Committee on Political Education (LEAP/COPE), completely separately from dues. The LEAP/COPE Committee gets involved in legislative and political issues that impact our membership and the work we do. All LEAP/COPE contributions are completely voluntary.</i></p>
<p><b>ARTICLE 7</b></p> <p><b>7.1.4 Paid Time Off</b></p>	<p>Employees with 200 hours or more of PTO accrual may be paid for hours over 200 on or about each May and November, consistent with SMCSR policies. A "Request for Pay Out Form" must be signed by the employee, signed by their department manager and submitted to the Payroll Department prior to May 1 and November 1.</p>	<p>Employees with 200 hours or more of PTO accrual may be paid for hours over 200 on or about each May and November, consistent with SSRRH policies. A <del>"Request for Pay Out Form" must be signed by the employee, signed by their department manager and submitted to the Payroll Department prior to May 1 and November 1.</del></p>
<p><b>ARTICLE 8</b> <b>HEALTH AND OTHER BENEFITS</b></p> <p><b>8.14 Court Leave</b></p> <p><b>8.15 Jury Duty</b></p>	<p>If you are called as a witness in response to a subpoena to testify for SMCSR or asked by SMCSR to testify, you shall be paid for the time spent for such service or appearance as hours worked. Full-time, part-time and per diem employees are eligible for Court Leave.</p>	<p><i>The changes to 8.14 clarify that if an employee is subpoenaed to testify in a case related to Sutter business, they will be paid for their time.</i></p> <p><del>If you are</del> <u>An employee</u> called as a witness in response to a subpoena to testify <u>in a case related to</u> <del>for SMCSR SSRRH business</del> or asked by <u>SMCSR SSRRH</u> to testify <del>you</del> shall be paid for the time spent for such service or appearance as hours worked, provided the employee is not the plaintiff. Full-time <u>and</u> part time <del>and per diem</del> employees are eligible for Court Leave.</p> <p><u>An employee who is required by law to appear in court as a witness unrelated to service at SSRRH may use PTO for this purpose.</u></p> <p><i>The changes to 8.15 ensure that employees called for Jury Duty will be paid no matter how long they serve as the 30 calendar day limitation has been deleted. It also specifies what happens if an employee is called but released part way through the day.</i></p>

<p><b>8.15 Jury Duty (cont.)</b></p>	<p>If you are called for jury duty, SMCSR will give you the necessary time off so you can fulfill this important civic responsibility up to thirty (30) calendar days, prorated based on FTE. This pay, however, is not considered hours worked for purposes of overtime and is not paid in addition to hours worked in a scheduled day. We will make up the difference between what the court pays and your straight time pay (less any actual hours worked) for scheduled regular FTE hours.</p> <p>Employees will notify their supervisor of jury duty a minimum of 10 days in advance. Supervisors will change schedule to day shift for night and p.m. shift employees for the duration of jury duty leave. In order for SMCSR to make up the difference between jury fees and your base wages, you must provide the Payroll Department with your jury pay voucher as well as the slip from county clerk with dates of services.</p>	<p><u>Employees who serve on Jury Duty are ensured normal compensation for the time they are required to serve. Compensation will be provided to replace regularly scheduled hours missed. Normal compensation shall be considered time worked in paid status and includes applicable shift differentials, but does not include standby pay, holiday premium or other special pay provisions and is not considered hours worked for overtime purposes.</u></p> <p><u>An Employee receiving a jury summons shall advise his/her immediate supervisor of such notice within three (3) working days of its receipt. The immediate supervisor will make the necessary scheduling adjustments to accommodate an Employee's Jury Duty obligation, including changing night and evening shift employees to day shift for the expected duration of the leave.</u></p> <p><u>To receive compensation, Employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their immediate supervisor. Management has the option of excusing Employees for the full shift in advance. Consideration will be given to the employee's commute when making the decision. Excused employees will receive pay for scheduled hours.</u></p> <p><u>If an Employee serves part of a day on Jury Duty and then returns to work for the remainder of the shift, the Employee should receive a full day's pay (hours not to exceed normal scheduled hours), for the combination of jury service and hours worked.</u></p> <p><u>If the Employee is on Jury Duty for less than half of his/her shift, s/he should call his/her immediate supervisor to find out whether s/he needs to return to work. If excused for the remaining shift, employees shall receive a full day's pay.</u></p> <p><u>Employees must provide their immediate supervisor proof of completed jury service, typically a slip from the county clerk, in order to be paid. Any payment received from the court for Jury Service is the property of the employee.</u></p>
<p><b><u>NAME CHANGE</u></b></p>	<p>N/A</p>	<p><u>All references in the CBA to Sutter Medical Center of Santa Rosa (SMCSR) to be changed to Sutter Santa Rosa Regional Hospital (SSRRH). All references to "Medical Center" to be changed to "Hospital."</u></p>