



United Healthcare Workers – West

Service Employees International Union
CTW, CLC

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Quality Healthcare for All

Collective Bargaining Agreement with

Sutter Roseville Medical Center

November 20, 2009 – December 15, 2012

FOREWORD

Dear SEIU United Healthcare Workers - West Member,

This Agreement is the result of many long, hard hours of collective bargaining between your employer and negotiating committee members from your facility. Our success at the bargaining table is directly related to the degree of strength, commitment, and unity achieved among our members. Our rights, our benefits, and our working conditions must never be taken for granted; we have had to fight for everything that we have achieved. We must work to ensure that this contract is enforced each and every day!

Union members should feel free to contact their shop steward at any time concerning any matter within the scope of this contract or any other work-related problems. Stewards are the key to building a strong, democratic labor union. They are the "Union on the Job."

In addition, the Union's professional staff is available to help meet the needs of our members and stewards in addressing work-site problems and concerns.

Working in health care is a very difficult and demanding job. The quality of care that you provide, as well as your concern and dedication to your patients, make you very special people. Your Union, United Healthcare Workers - West, is one of the largest healthcare unions in the United States and the largest healthcare union in California with over 150,000 members.

Union staff can be contacted at the office of United Health Care Workers - West listed on the cover of this contract. UHW West headquarters is located at 560 Thomas L. Berkley Way (formerly 20th Street), Oakland, California, 94612. The telephone numbers are (510) 251-1250 or (800) 585-4250.

In Unity,



Dave Regan
Trustee



Eliseo Medina
Trustee

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AGREEMENT

THIS AGREEMENT is made and entered into by and between SUTTER ROSEVILLE MEDICAL CENTER (hereinafter called the "Employer or Medical Center") and SEIU United Healthcare Workers West (hereinafter called the "Union").

PREAMBLE

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

The Medical Center and the Union agree that their representatives, supervisors and employees will treat each other with dignity, courtesy and trust. This paragraph will not be subject to the arbitration provisions of the Grievance Procedure.

ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

The Medical Center recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement. This Agreement shall apply to Medical Center employees working in the classifications listed in Appendix "A". This Agreement shall also apply to any other classifications which may be established within the scope of the duties now included within these classifications. This Agreement shall not apply to executive, administrative, professional, or office clerical employees, nor to employees represented by any other collective bargaining agent recognized by the Medical Center, or to supervisory personnel as defined in the National Labor Relations Act.

ARTICLE 2 MANAGEMENT RIGHTS

A. Management's Rights. The Employer retains, solely and exclusively, all the rights, powers, and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. The rights, powers, and authority retained solely and exclusively by the Employer include, but are not limited to, the following:

To manage, direct, and maintain the efficiency of its operations and personnel; to manage and control its departments, buildings, facilities, and operations; to create, change, combine, or abolish jobs, departments, and facilities in whole or in part for economic and operational reasons; discontinue work for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote,

suspend, discharge, and maintain the discipline and efficiency of its employees; to lay off employees; to establish work standards, schedules of operation, and work; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to schedule and change working hours, shifts, and days off; to adopt rules of conduct and safety rules, and penalties for violation thereof; to determine the work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to determine the location and relocation of facilities; and to effect technological changes.

- B. Subcontracting & Mergers. The Medical Center will provide to the Union sixty (60) days' advance notice of any subcontracting of bargaining unit work. During the sixty (60) day notice period, the Medical Center will negotiate with the Union the effects of any proposed subcontracting, provided the Union responds in the affirmative and requests such negotiation. If the parties are not able to reach agreement during such bargaining, the Union or the Medical Center may involve the Federal Mediation and Conciliation Service (FMCS) thirty (30) days prior to the commencement of the subcontracting. If the parties are unable to reach agreement with the assistance of the FMCS, the Medical Center may implement the subcontracting services and the Union may resort to economic action, including a strike, notwithstanding the no-strike provision in the CBA (Article 6), subject to the Union providing the Medical Center with appropriate notice as required by law. The subcontracting provision stated above does not apply to existing subcontracting activities, practices, or other subcontracting activities currently engaged in by the Medical Center.

The Employer will give reasonable notice of intended merger of departments or merger of institutions so that the impact of such merger can be discussed.—See Appendix Q, Subcontracting & Mergers.

ARTICLE 3 COMMITTEES

A. Labor-Management Committee

1. Composition and Purpose. There shall be a Joint Labor-Management Committee of no more than four (4) representatives appointed by the Medical Center and four (4) representatives appointed by the Union. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties.
2. Compensation. If an employee member of the Joint Labor-Management Committee is regularly scheduled to work during the time in which the Joint Labor-Management Committee meeting is held, the employee

representatives on the Joint Labor-Management Committee shall be compensated at straight-time pay for attendance at Joint Labor-Management Committee meetings up to a maximum of two (2) hour per employee per month. Except as may be required by law, attendance at Joint Labor-Management Committee meetings will not be considered "time worked" for the purpose of overtime calculation.

3. Frequency of Meetings. Meetings of the committee shall not be held more often than once every two (2) months except by mutual agreement.

4. Dispute Resolution. The Union and the Employer agree that unless mutually agreed neither shall use Joint Labor-Management Committee for the purposes of collective bargaining. Disputes within the Joint Labor-Management Committee shall not be subject to the Grievance Procedure of this agreement. However, this paragraph shall not prevent the Union from subsequently pursuing an otherwise grievable issue through the grievance and arbitration procedure of Article 7.

B. Staffing Committee. The Medical Center will establish a Staffing Committee consisting of four (4) bargaining unit employees, one (1) union field representative, and up to five (5) representatives of management.

1. Meetings. The Staffing Committee will meet at least quarterly upon submission of an agenda by the Union or the Medical Center. The Staffing Committee may meet more frequently by mutual agreement of the parties, and employees on the Staffing Committee will be paid for such meetings that fall during the employees' normal working hours. Except as required by law, attendance at Staffing Committee meetings will not result in any overtime or premium payment obligation.

2. Purpose. The purpose of the Staffing Committee is to: (1) give input regarding any changes to current classifications or job duties and to make recommendations for training and selection, and (2) make recommendations regarding the current system of patient care delivery. The Medical Center understands the importance of providing relevant patient care information necessary for the Staffing Committee to accomplish its duties. The Medical Center will not withhold such information for arbitrary or capricious reasons and will use its best judgment to deliver the Staffing Committee information the Medical Center believes is relevant.

Disputes relating to staffing standards shall not be subject to the Grievance and Arbitration provision of this Agreement, except as set forth below.

3. Staffing Standards. The Medical Center recognizes the importance and necessity of providing safe working conditions for employees and of adequate staffing for quality patient care. To this end, the Medical Center and Union agree to work cooperatively to implement the provisions of this Section.
 - a. Nursing: Staffing levels in the Nursing Departments shall be based on a number of factors, including case mix of patients, degree of complexity of care required, the standards of care as required by Title 22 of the California Code of Regulations, the standards required by AB 394 and its regulations, other applicable laws, unit census, and the skill of the personnel in the unit.
 - b. Other Departments: Staffing levels in other departments shall be based on, among other factors, the average work load of the department, the skill mix in the department, and other factors as provided by Title 22 of the California Code of Regulations and other applicable laws.
 - c. Staffing Needs: The parties will work together, through the Staffing Committee to meet staffing needs, evaluate the needs for delivery of patient care services and make recommendations to the Hospital to continually improve those services.
4. Education of the Committee: Education will be provided to the Staffing Committee members to assist them in accomplishing the purposes of this Section.
5. Dispute Resolution: Any issues, which are not resolved by the Staffing Committee, shall be resolved as follows:
 - a. Review Committee: There is hereby established a Review Committee whose purpose is to review staffing disputes within the Staffing Committee at the request of either party. The Review Committee shall meet within fourteen (14) days of the request to convene the Review Committee. The Review Committee shall be composed of three (3) representatives appointed by the Medical Center and three (3) representatives appointed by the Union.
 - b. Decisions of the Review Committee will be made by majority vote and shall be prospective, except where otherwise agreed by the parties. A non-voting moderator familiar with the health care industry in California shall be selected by mutual agreement of the parties, or in the event of deadlock between parties. In the event that the parties are unable to agree upon a moderator within thirty (30) days of a party's request for the Review Committee, or in the

even of deadlock between the parties, the parties shall strike from a FMCS panel of arbitrators with experience in the health care industry in California. The costs of the Moderator, if any, will be shared equally by the parties. In the event of a deadlock between the parties, the moderator is empowered to make non-binding advisory written recommendations to the parties.

- c. The Medical Center's decision on whether to implement the Moderator's recommendation/ opinion will be based upon applicable state and federal law and legitimate patient and business needs and shall not be arbitrary and capricious. The Medical Center shall provide its decision to the Union within thirty (30) days of the Medical Center's receipt of the moderator's written recommendations.
 - d. If the Medical Center refused to implement the Moderator's written recommendation, the Union may submit a grievance directly to Step 5 (Arbitration) under the provisions of Article 7, seeking a binding decision from the Arbitrator on the issue of whether the Medical Center's refusing to implement the Moderator's recommendation violated Section 3(B)(5)(c), above.
 - e. The Medical Center shall maintain staffing standards established under this Section unless the Medical Center determines that a change occurs in the circumstances underlying the criteria set out in subsections 3(a) and 3(b) above, whichever is applicable. The necessity for a change in staffing standards will be communicated in writing to the Union. Upon receipt of notice by the Union, either party may submit such a change to the Staffing Committee under the terms of this Article.
6. Notwithstanding this process, the Medical Center may implement a proposed staffing level change or patient services delivery method that is mandatory subject of bargaining upon the soonest of any of the following: (a) agreement with the Union; (b) if the Moderator has not issued his or her recommendation within thirty (30) days of joining the committee; or (c) following sixty (60) days after it is proposed by the Medical Center.
- a. For the purposes of this section a "proposed staffing level change" shall be a written proposed change in a staffing matrix covering classifications represented by the Union or, for such classifications not governed by a staffing matrix, an ongoing change in the number of positions regularly scheduled by the Medical Center in a particular unit or department.

- b. The parties agree that any staffing level change that is implemented by the Medical Center pursuant to this subsection that has not been agreed to by the Union is subject to being reversed on a prospective basis by the arbitrator's award under Section 3 (B)(5)(d), above.

ARTICLE 4 UNION MEMBERSHIP AND CHECK-OFF

- A. Membership Requirement. Each employee in the bargaining unit who was employed prior to the effective date of this Agreement and who becomes a member of the Union shall thereafter remain a member of the Union as a condition of continued employment.
- B. Coercion. Neither the Employer nor the Union shall restrain or coerce any employee in the bargaining unit with respect to joining or not joining the Union.
- C. Membership Requirement. Each employee in the bargaining unit who is hired after the effective date of this Agreement shall, as a condition of continued employment, on or after the thirtieth (30th) day following such effective date or the beginning date of such employment, become a member of the Union.
- D. Failure to Pay Dues/Initiation Fees. Each employee who becomes a member of the Union and thereafter becomes in default with respect to the payment of initiation fees or dues to the Union shall be subject to discharge upon written request by the Union to the Employer. Such request shall specify the basis upon which the default is claimed and provide for a period of twenty (20) calendar days in which it may be corrected.
- E. Deductions. Provided that an employee has voluntarily given the Employer an unrevoked written assignment authorizing such deduction and remittance on the authorization form, the Employer shall deduct from the pay of such employee and remit to the Union an amount equivalent to the employee's initiation fee and dues. Such deductions shall be made during the second pay period of each month.
- F. Indemnification. The Union shall indemnify and hold harmless the Employer, its officers, representatives, directors, and agents against any and all suits, claims, demands, liabilities, or costs, including attorneys' fees, which may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.
- G. Committee On Political Education (COPE). The Medical Center will honor written assignments of wages, authorized by any SEIU UHW-West member, to the Union's COPE Fund, when such assignments are submitted in writing on the

Unions COPE Check-Off Authorization form and will remit such contributions to the Union.

ARTICLE 5 SENIORITY

A. Accumulation

1. Seniority for Regular Full-Time and Regular Part-Time Employees. Seniority for regular full-time employees and for regular part-time employees is defined as the most recent date of hire with the Medical Center in a bargaining unit position without a break in service.
2. Seniority for Short-Hour and On-Call Employees. Seniority by category for short-hour and on-call employees shall be based on the employee's total number of hours worked at the Medical Center in a bargaining unit position without a break in service. Seniority lists will be updated quarterly. Upon reclassification to regular full-time or regular part-time status, a short-hour or on-call employee's seniority shall be measured from the employee's most recent date of hire in a bargaining unit position without a break in service without regard to hours worked.
3. Seniority Not Applicable to Temporary Employees and Students. Temporary employees and students shall not accrue seniority.
4. Employee Transfers. The Medical Center shall recognize employee transfers:
 - a. from other affiliated institutions within the Sutter Health system; or
 - b. from outside the bargaining unit to positions within the bargaining unit.

Upon such transfer, an employee's seniority for benefit eligibility and accrual only shall be his/her continuous service recognized by the Sutter system. For all other purposes (e.g., reduction in force and recall), seniority will be determined in accordance with 5.A.1, 5.A.2 and 5.A.3 above.

B. Probationary Period

1. For Regular Full-Time and Part-Time Employees. Regular full-time and part-time employees shall be considered a probationary employee for the first ninety (90) calendar days following the employee's most recent date of hire. The ninety (90)-calendar-day probationary period may be extended for an additional thirty (30) calendar days for a full time employee who has not worked a minimum of four hundred and forty (440) hours within the first ninety (90) calendar days from the most recent

date of hire. The ninety (90)-calendar-day probationary period may be extended for an additional thirty (30) calendar days for a part-time employee who has not worked a minimum of two hundred (200) hours within the first ninety (90) calendar days from the most recent date of hire.

2. For Short-Hour and On-Call Employees. Short-hour and on-call employees shall be considered a probationary employee for the first ninety (90) calendar days or two hundred and forty (240) work hours, whichever is longer following the employee's most recent date of hire.
3. Application of Seniority During Probationary Period. A probationary employee shall have no seniority rights but shall acquire seniority retroactive to his/her date of hire upon completion of the probationary period. Seniority shall have no application during the employee's probationary period.

C. Reduction in Force/Reduction in Hours

1. Most Senior Employees Protected. It is the intent of the following provisions to protect the most senior employees and to preserve their shift and hours as is practicable under the circumstances. That notwithstanding, the Medical Center will determine in which unit(s)/ department(s), classification(s) and shift(s) a reduction in force or hours will occur.
2. Requirements of Recall. Employees remaining on the job or those being recalled must have the skill and ability to immediately and properly perform the work to be done and must accept the hours and scheduling of the positions available.
3. Reduction in Force.
 - a. Indefinite/Permanent Layoff. An Indefinite/Permanent Layoff is defined as a layoff or reduction in hours which is permanent or uncertain in duration, but is expected to last more than fifteen (15) days. An Indefinite/Permanent Layoff may be implemented by means of either a Major Layoff or a Minor Layoff. If the Medical Center determines that such a lay off is necessary, either of the following procedures shall be followed:
 - 1) Exercise of Seniority - Option Number 1
 - a) The Medical Center, after making the changes to the jobs according to its needs, will post the resulting positions for five (5) days in the affected department, and will provide a copy of the posting to the Union;

- b) After the positions have been posted as described above, the employees will bid on the positions in their classification in order of seniority, most senior first. Regular employees shall select before short-hour or on-call employees.

2) Exercise of Seniority - Option Number 2

- a) A regular full-time employee in a directly affected position has the option of accepting the layoff or bumping a more junior regular full-time employee on the same shift in the department and if there is no such junior employee, a more junior regular full-time employee on any other shift.

The most junior regular full-time employee can exercise seniority against a more junior regular part-time employee on the same shift in the department, provided the more junior regular part-time employee has less seniority than the most junior regular full-time employee, or, if there is no such junior employee, against a more junior regular part-time employee on any other shift in the department, provided a more junior regular part-time employee has less seniority than the most junior regular full-time employee.

- b) A regular part-time employee in a directly affected position has the option of accepting the layoff or bumping a more junior regular part-time employee on the same shift in the department or if there is no such junior employee, a more junior regular part-time employee on any other shift.

The most junior regular part-time employee can exercise seniority against the most junior short-hour employee on the same shift in the department, or if there is no such junior employee, against the most junior short-hour employee on any other shift in the department.

- c) Where a regular part-time position is directly affected by a layoff, in order to avoid layoff or change in shift, the affected regular part-time employee may exercise seniority against the most junior regular full-time employee on the same shift in the department, provided the most junior regular full-time employee has less seniority than the regular part-time employee, and provided further that the regular part-time employee is willing to accept the hours and assignments of the employee against whom he/she is exercising seniority.

- b. Notice of Indefinite/Permanent Layoff. An employee who is subject to an Indefinite/Permanent Layoff shall receive at least three (3) days prior written notice of such layoff or pay in lieu thereof.

- c. Daily Cancellations (Low Census Day)/Temporary Layoff.
 - 1) Definition. A Daily Cancellation (Low Census Day) or Temporary Layoff is defined as a layoff or reduction in hours which is not expected to be more than fifteen (15) calendar days.
 - 2) Alternate Procedure Determined by Unit. Each unit may establish an alternate procedure for handling Daily Cancellations (Low Census Day)/Temporary Layoff. The procedure shall be in writing and the unit shall adopt such a procedure, provided a vote by the affected bargaining unit employees is conducted in coordination with the Union and the Medical Center.
 - 3) Implementation. In implementing a Daily Cancellation (Low Census Day)/Temporary Layoff, Employees shall be called off in the appropriate nursing unit or department in the following order, on the basis of reverse seniority within each category:
 - 1. Registry;
 - 2. Employees on overtime (excluding those employees who are called in before their shift):
 - 3. Volunteers;
 - 4. Temporary Employees;
 - 5. Employees working an extra day;
 - 6. On-call employees;
 - 7. Short-Hour employees; and
 - 8. Full-Time and Part-Time Employees
 - 4) No Impact on Seniority or Benefits/Use of PTO. A Daily Cancellation (Low Census Day) or Temporary Layoff shall have no effect on a regular part-time or full-time employee's seniority or accumulation of benefits. In such cases, regular employees will have the option of utilizing accumulated PTO time if they wish to be compensated.

- d. Order by Category in Reduction in Force. Through the processes described in this subsection (5.c.3), reductions in force will occur by classification in the following order of employee categories: (1)

temporary employees, (2) probationary employees, (3) on-call employees, (4) short-hour employees, and (5) regular part-time/full-time employees. It is understood and agreed that the Medical Center will not use students to displace bargaining unit employees.

- e. Alternate Arrangements. Whenever a reduction in force is announced, nothing in this Article shall prohibit the Medical Center and the Union from voluntarily agreeing upon a procedure to be followed that is different from those set forth above.
- f. Recall
 - 1) Period of Recall. An employee who is laid off pursuant to this Article shall be placed on the recall list for a period of twenty-four (24) months following the employee's last day of work.
 - 2) Notice of Recall. Proof of notification shall be a return receipt from the US Postal Service. If the employee does not respond within seven (7) business days SRMC is not obligated to retain the employee on the recall list.
 - 3) Recall By Inverse Order of Seniority. Subject to the provisions of this subsection (5.c.3), recall to available hours and/or positions from layoff shall be in the inverse order of layoff.

D. Break in Service

An employee's seniority shall be lost for any of the following reasons:

- 1. Resignation;
- 2. Discharge;
- 3. Failure to return to work from a layoff within three calendar days after receipt of notice to return to work;
- 4. Layoff for twelve (12) months;
- 5. Absence for two (2) consecutive working days without notice to the employee's supervisor;
- 6. Failure to return from a leave of absence in accordance with the terms of the leave.

E. Job Vacancies

- 1. Posting of Vacancies/Application/Seniority.
 - a. A job vacancy shall be posted for a period of five (5) calendar days, excluding Saturday and Sunday, before it is filled on a permanent basis. When a vacancy exists and the position is covered by this

agreement, and the Medical Center determines that said position shall be filled, a copy of the job posting shall be posted on the Human Resources job posting bulletin board and on the intranet within three (3) weeks of the position being vacated.

- b. Each employee who applies for a posted position shall receive full consideration for appointment to said position. Between existing employees, seniority shall govern if they currently have the skills and knowledge to perform the job and if their employment has been satisfactory. The Employer shall give qualified employees preference over new hires for vacant positions. This paragraph shall not affect the right of the Employer to fill vacancies on a temporary basis.
- c. Among qualified applicants, seniority will be observed in the following sequence:
 - 1. Regular employees in the department
 - 2. Regular employees outside the department
 - 3. Short-hour employees in the department
 - 4. Short-hour employees outside the department
 - 5. On-call employees in the department
 - 6. On-call employees outside the department
 - 7. All other applicants
- d. Notwithstanding the forgoing subsection (c) above within the nursing departments, positions will be awarded in the following order:
 - 1. Regular employees in the unit
 - 2. Short hour employees in the unit
 - 3. On-call employees in the unit
 - 4. Regular employee in the department
 - 5. Short hour employees in the department
 - 6. On-call employees in the department
 - 7. Regular employees outside the department
 - 8. Short hour employees outside the department
 - 9. On-call employees outside the department
 - 10. All other applicants

For purposes of this section, the units within the Nursing department shall be as defined in Appendix F. ("Nursing Units")

2. Qualifications. Qualifications for vacant positions shall appear on position postings and shall be based on job requirement. All postings will include the shift assignment, classification, department, primary work assignment, whether the days off are fixed or variable with rotating weekends off, and scheduled hours (FTE equivalency) of the posted vacancy.
 3. Posting Sent to the Union. The Employer will provide one (1) copy of the job posting to the Union at the time it is processed which will include the name of the employee replaced or will indicate a newly created position.
 4. Job Vacancies/Application while on LOA. Employees on an approved LOA may apply for any posted position for which they are qualified. Employees on a LOA should follow the established procedures for applying for positions, which includes an option for applying for positions on-line. Employees applying for positions while on a LOA, must meet all the qualifications for the position and be able to start work in the position within four (4) weeks of when the position is awarded. Notwithstanding the foregoing, SRMC may shorten the four (4) week time period, if doing so is reasonable based on the applicable factual circumstances, such as the need to fill the position and the availability of other qualified applicants. If applicable, employees must provide a physician's release from their LOA that releases them to perform the key functions of the new position (with or without reasonable accommodations). Once an employee accepts the new position, the position he/she currently holds will be considered vacated and no longer held for the employee, subject to the provisions of Section F of this article. An employee's application for a new position while on a LOA shall not affect the employee's LOA.
- F. Evaluation Period After Transfer or Promotion. Employees who are promoted to a new position or who transfer to another position shall be given orientation as necessary, and such employees shall have their performance evaluated for a period of up to one hundred and twenty (120) days. If at any time within such one hundred and twenty (120)-day period the employee fails to perform satisfactorily, the employee shall be returned to her/his former position without loss of seniority or other status attained in such prior position. Each person who is hired to replace an employee who has been promoted or transferred subject to this provision shall be informed of the situation and the right of the latter to return to his/her former position.

- G. Seniority Lists. Lists ranking employees by seniority shall be maintained by the Employer and shall be updated every six (6) months. Such lists shall be provided to the Union upon request. Concerned employees will be provided said lists when there is a question relating to seniority.
- H. Notice of Unsuccessful Bid. Unsuccessful applicants who have applied for a position will be notified within two (2) weeks of the position being filled.
- I. Departmental Structure. The reference to “department” in this Agreement shall mean the departments listed in Appendix F.
- J. Potential Vacancies. Written requests for transfer to a vacancy which may potentially occur within the Medical Center may be submitted in advance, provided such request is submitted in writing to the Human Resources Department of the Medical Center. Such written request shall constitute an automatic bid for thirty (30) days. It is understood that any written request under this section is limited to vacancies or potential vacancies in positions subject to this agreement.
- K. Floating - Nursing Units
1. When employees in Nursing Units (as defined in Appendix F (Nursing Unit) are floated between units, they will not be required to perform duties which are not required on the position description of their primary unit.
 2. Orientation to Location: The first time an employee is floated to a different unit, the employee will be informed of the locations of items necessary to perform the job and the shift schedule.
 3. Floating Order: Employees who float to another unit will do so on a seniority basis within the classification being floated, provided the employee is competent to perform the assignment in the unit to which he/she is floated.
 - a. A unit may float on a rotational basis within a classification, if in a vote jointly conducted by the Union and the Medical Center, a majority of employees in that unit chooses to implement a rotational basis. No more than one (1) vote on the issue will be held within any twelve (12) month period.
 - b. Before floating regular part-time and full-time employees, the Medical Center shall float employees in the following order:

1. Volunteers (by seniority in the event of more than one volunteer)
 2. Registry/Travelers
 3. Temporary employees
 4. On-call/Casual
 5. Short Hour
4. Floating Records: Each unit will maintain floating list (whether by rotation or seniority)
 5. Low Census: employees shall be given the option to be called off before being floated to another unit before the beginning of the shift.

ARTICLE 6 WORK STOPPAGE

There shall be no strike, slowdown, or other stoppage of work by Union employees and no lockout by the Employer during the life of this Agreement. In the event of a strike or picket line called by another Union, the Union recognizes its obligations to maintain adequate and customary service to the patients.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition of a Grievance. A grievance is defined as and is limited to a dispute over alleged violations or application and interpretation of the written provisions of this Agreement.
- B. Amicable Resolution of Grievances/Written Grievances
 1. Purpose. It is the purpose of this grievance procedure to attempt to resolve disputes amicably, without the necessity of resorting to arbitration and we agree that well defined issues and complete statement of facts facilitate such settlements. Accordingly, written grievances which are submitted shall be processed in accordance with the following procedures, and will:
 - a. State the Section and paragraph of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction desired, as well as sufficient facts to constitute reasonable cause to believe the specific contract provision(s) cited have been violated as alleged.
 - b. Be signed and dated by the aggrieved employee or by the Union.

- c. Be accompanied by the grievant who should appear at each conference step in the grievance procedure. In the case of a class grievance, one employee of the aggrieved class should be present at each grievance conference. It is recognized by the parties, that personal appearance by the grievants is in keeping with the purposes stated above. The Employer and the Union agree that the presence of the grievant will be encouraged at every step of the procedure wherever possible and practical. If the parties find that the failure to have a grievant present at any step-of the grievance procedure would impede the possibility of settlement either party may require the grievant to be present.
2. Failure to Comply With Procedures. Failure of the grievant and/or Union to comply with the procedures specified herein shall result in that grievance being waived and it shall not be subject to further processing. Failure of the Employer to comply shall result in the grievance automatically proceeding to the next step of the procedure, provided the Union gives the Employer written notice of the appeal within ten (10) calendar days of the date the Employer's response was due.
 3. No Knowledge of Occurrence of Events. If the aggrieved party reasonably had no knowledge of the occurrence of events giving rise to such grievance during the grievance window period, then such grievance must be filed in writing within twenty (20) calendar days of discovery thereof; except in the case of discharge which must be filed within seven calendar days.
 4. Continuing Violation. Any alleged "continuing" violation will be deemed to have "occurred" within the meaning of this grievance procedure on the first day that such alleged violation occurred.
 5. Obligation to Resolve Grievances. Both the Employer and the Union agree that department directors, supervisors and Union representatives have the obligation to make every reasonable effort to resolve grievances at the Step 1 level.
- C. Adjustment of Grievances. Grievances shall be adjusted by and between parties in the manner set forth herein:
- Step 1. An employee accompanied by a designated shop steward or Union representative shall submit a grievance orally to that employee's supervisor, within twenty (20) calendar days of the alleged contract violation.

Step 2. If the grievance has not been settled to the satisfaction of the grievant or the Union, the matter may be taken further by filing a written grievance, which shall be filed with the department director, within twenty (20) calendar days. The department director shall respond to the grievance in writing within ten- (10) calendar days after receipt of the grievance; except in the case of discharge, where the time frame for filing shall be twenty (20) calendar days.

Step 3. If the grievance is not settled in Step 2, the written grievance described in Step 2 must then be submitted by the Union to the Employer's Line Administrator and such submission to Step 3 must be received within twenty (20) calendar days following the department director's dispatch of her/his answer in Step 2. The parties shall meet in an attempt to resolve the grievance within twenty (20) calendar days after the Employer's receipt of the written grievance in Step 3. The Employer's Line Administrator shall respond to the grievance in writing within twenty- (20) calendar days.

Step 4. In the event the grievance is not settled at Step 3, the facility and the union shall request and utilize the services of an agreed upon Federal Mediator in an attempt to resolve the grievance and to avoid unnecessary use of the arbitration process. The recommendation of the Federal Mediator is not binding on either party.

Step 5. No grievance shall be processed beyond Step 4 and the decision rendered by the Employer previously held position in Step 3 or an amended decision, if offered in Step 4, shall be deemed a final and binding settlement of the grievance unless a demand for Arbitration is received by the Employers Human Resource Director in writing with in seven (7) calendar days after the Union's receipt of the Employer's reply in Step 4.

D. Arbitration. The following procedure shall apply if a grievance is appealed to arbitration:

1. Selection of Arbitrator. If the parties are unable to agree on an impartial arbitrator the Union shall, within ten (10) calendar days of giving notice of its intent to take the grievance to arbitration, submit to the Federal Mediation and Conciliation Service a request for a list of seven (7) arbitrators. A copy of said request shall be served upon the Employer simultaneously.
2. Alternately Striking Names. The parties shall meet or communicate within seven (7) calendar days after receipt of said list for the purpose of

attempting to select one (1) of the individuals named on such list. The parties shall determine by a coin toss which should strike the first name, and thereafter the parties shall strike names alternately until one name remains. The individual whose name remains shall be the arbitrator.

3. Arbitration Hearing. The arbitration hearing on the grievance shall be held at a time and place agreed upon by the parties, at which time both parties shall be allowed to present their respective positions, evidence and arguments.
4. Arbitrator's Decision. The arbitrator's decision shall be final and binding on all the parties and on any affected bargaining unit employee. The arbitrator's decision shall be issued in writing not more than thirty (30) calendar days after the close of the hearing, or the filing of briefs, if any, whichever is later
5. Arbitrator's Authority. The arbitrator shall have no authority to (1) amend, modify, change, add to, or subtract from any provision of the Agreement; (2) to base any decision on any practice or custom which is inconsistent with any provision of this Agreement; (3) render an award on any grievance occurring before the effective date, or after the termination date, of this Agreement; (4) render an award that nullifies or abridges any management right specifically reserved to management by this Agreement.

The arbitrator shall have no authority or jurisdiction other than to determine whether the Employer violated an express provision(s) of this Agreement and if so, what is the appropriate remedy under the terms of the said Agreement. The arbitrator's jurisdiction shall be limited solely to the dispute submitted to him by the parties, and s/he shall have no authority or any jurisdiction whatsoever to issue any award of declaratory relief, prospective relief, or to decide any issue other than the one submitted by the parties to him/her.

6. Burden of Proof. Except in the case of discipline or discharge, failure of the Union to satisfy the burden of proof requires the arbitrator to find on behalf of the Employer.
7. Back Pay Limitation. Back pay shall be limited to seventy (70) calendar days in addition to the maximum number of days in the grievance procedure prescribed for discharge grievances and all other grievances. Any time the Employer is not timely in going forward with the arbitration process, or the parties mutually agree to an extension, that number of days shall be added to the measure of damages. Agreement on an arbitrator shall constitute agreement to the arbitrator's calendar for hearing dates

and decisions of the arbitrator relating to time elements involving such matters as filing of briefs, rendering of decisions and implementation of awards which shall be treated as “mutual agreement of the parties” and time involved shall be added to the measure of damages.

8. Expenses Related to Arbitration. The fees and expenses of the arbitrator and the facilities at which the hearing is held shall be paid by the losing party.
9. Issues Related to Timeliness. Time is of the essence and the arbitrator shall not have jurisdiction to render an award on the merits unless the Union has complied with all the time limits set forth herein and all procedural requirements set forth in 7.A, 7.B and 7.C. The time limits set forth in the Agreement may be waived by mutual agreement of the parties hereto in writing.

If the arbitrator is presented an issue of procedural arbitrability, including but not limited to timeliness, the arbitrator shall hear the procedural issue only and shall not take evidence on the merits. If, and only if, the arbitrator properly renders a decision that the matter is procedurally arbitratable, shall evidence be accepted on the merits.

10. Briefs. If requested by either party, the arbitrator shall grant both parties the right to submit written briefs, the time for submission of written briefs shall be at the arbitrator’s discretion.

ARTICLE 8 PAID TIME OFF (PTO)

PTO provides for the combining of vacation, holidays, and five (5) sick leave days into one single benefit, exclusive of overtime, standby and call-back hours. PTO is designed to meet, on a fair and equitable basis, the employee’s need for personal time off while providing protection in event of minor illness.

A. General Provisions

1. PTO Eligibility. All regular full-time or regular part-time (prorated) employees are eligible for PTO.
2. How PTO is Earned. PTO is earned each pay period, based on hours paid, exclusive of overtime, standby and call-back hours. Each pay period, the department director will receive a report which will be posted in each department showing how many PTO hours each employee has available.

Employees will continue to earn the above stated hourly PTO credits while on low census provided their time card reflects low census day(s). PTO accrues while an employee is off on PTO and Extended Sick Leave.

PTO accrual will continue for all hours served on jury duty that the employee would normally have been scheduled to work.

3. PTO Accrual Rates: effective Jan 1, 2010
 - a. First (1st) through third (3rd) year: .1000 hours of PTO are earned for each hour paid, or a maximum of eight (8) hours per fourteen (14) -day pay period, which will provide a total of twenty-six (26) PTO days per year.
 - b. Fourth (4th) through eighth (8th) year: .1192 hours of PTO are earned for each hour paid, or a maximum of 9.54 hours per fourteen (14) -day pay period, which will provide a total of thirty-one (31) PTO days per year.
 - c. Ninth (9th) through Eleventh (11th) year: .1385 hours of PTO are earned for each hour paid, or a maximum of 11.08 hours per fourteen (14) -day pay period, which will provide a total of thirty-six (36) PTO days per year.
 - d. Twelfth (12th) and subsequent years: .1577 hours of PTO are earned for each hour paid, or a maximum of 12.62 hours per fourteen (14)-day pay period, which will provide a total of forty-one (41) PTO days per year.

On the effective date of new accrual rates, employees who are accruing PTO at the eleventh (11th) year rate will be grandfathered at the existing rate until they reach the twelve (12) year accrual rate.

4. PTO Minimum Utilization/Maximum Accumulation. Roseville Medical Center encourages employees to utilize their PTO and take time off work. An employee must use a minimum of forty (40) consecutive hours, five (5) days per year. Except when an employee is on a voluntary or involuntary low census day, PTO will be paid whenever an employee is eligible to receive payment and PTO hours have accumulated at the time the absence occurs. Employees will not be allowed to carry over more than three hundred (300) hours on their anniversary date.
5. Payment Upon Termination of Employment. Any regular full-time or part-time employee whose services terminate, shall be entitled to receive payment for all PTO hours accumulated. Employees in benefited positions who transfer to non-benefited positions shall receive payment for all accumulated PTO.
6. Options Available to Employee for Use of PTO Balance. The PTO account of every employee will be audited on the employee's benefit or adjusted benefit date to determine how many hours are available. All hours up to

three hundred (300) not taken shall carry forward to the next year. All hours in excess of three hundred (300) not taken shall be cashed out on the payroll following thirty (30) days after the benefit or adjusted benefit date.

Any cash-out will be paid at the rate of pay in effect on the employee's adjusted date of date.

7. PTO Hours Cash-Out. All regular full-time and part-time employees in FTE status positions of .5 or greater, who have a PTO bank balance of at least eighty (80) hours, shall be eligible to request a "cash out" of PTO no greater than one hundred and sixty (160) hours during a calendar year on or about May 1 and November 1.

The following requirements must be satisfied:

- a. The employee can only cash out hours that will maintain a balance of eighty (80) hours in his or her PTO bank.
- b. The employee cannot cash out more than one hundred and sixty (160) hours during any calendar year.
- c. All employees requesting to "cash out" PTO hours must complete an online PTO "cash out" request form and submit electronically to the Payroll Office with seven (7) days of notice. Voluntary cash-outs occur in May and November of each calendar year. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty (80) hours. All approvals/denials must be handled in a fair and consistent manner.
- d. PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any applicable differentials. This amount will be subject to six percent (6%) penalty/forfeiture based on the full cash value of the PTO distributed in addition to all applicable payroll taxes.

7. Scheduling of PTO

- a. Department directors will schedule PTO for employees in their departments. All PTO authorized by department directors must be clearly specified on the employee's time card and turned in to the Payroll Department in a timely fashion in order for the employee to receive PTO payment.
- b. The Medical Center reserves the right to determine the dates and times of scheduling an employee's PTO to ensure continuity of patient care. The needs of each person must be considered along

with the needs of other individuals in the department or work group.

- c. Time off must be requested prior to the posting of the schedule covering the date(s) of the time off, except in the case of an emergency situation. In an emergency situation a specific reason for the absence must be given. All time off must be approved by the department director or supervisor.
- d. Full-time and part-time employees are urged to take at least ten (10) days of paid time off per year. A minimum of forty (40) hours (five days), prorated for part-time employees, must be used per year.
- e. Department directors will give choice of PTO to employees in accordance with total length of service in their department by job classification, provided such requests are for PTO in blocks of time of forty (40) or more hours (or one (1) calendar week for part-time employees), and provided further that such requests are made no later than January 1 of each year.

The Employer shall post the vacation schedule by February 15. Requests for PTO in blocks of time of less than forty (40) hours (or one (1) calendar week for part-time employees) and requests made after January 1 shall be considered in the order in which they are received. Granting of PTO during peak vacation periods may be limited by department directors to no more than two (2) weeks for any individual, regardless of seniority.

Department directors may also limit the number of people granted PTO, and the number of days granted to any individual, between the Christmas and New Year's holidays, based on staffing needs. The Medical Center shall not unreasonably deny scheduling of PTO times and dates any time of the year.

- f. If scheduling will allow, and with the department director's approval, an employee may utilize any portion of her/his PTO including that which will be accrued up to the end of the pay period preceding the employee's absence on PTO.
- g. PTO may be taken in one day or hourly segments subject to the department director's approval.
- h. PTO shall be paid at the rate stated on the most recent Payroll Authorization form, based on the rate for the majority of hours worked by the employee.

- i. Part-time employees shall be paid for time off in the same manner that the employee is scheduled to work rather than percentage proration.

Example:

- 1) An employee who is scheduled to work four (4) days a week, eight (8) hours a day, will be paid one (1) week's PTO at four (4) days times eight (8) hours which equals thirty-two (32) hours (4 days x 8 hours = 32 hours).
- 2) An employee who works five (5) days a week, four (4) hours a day, will be paid one (1) week's PTO at five (5) days times four (4) hours which equals twenty (20) hours (5 days x 4 hours = 20 hours).
- 3) A part-time employee normally scheduled to work eight hours, who takes eight hours time off for a holiday, will be paid and have her/his PTO balance reduced accordingly.

- j. PTO can be paid only for days which the employee would normally be scheduled to work. It cannot be used to increase the paycheck of a part-time employee who worked her/his normal schedule.

8. Conversion to Sick Leave -- Prior to PTO and During PTO. If an employee becomes ill/injured (non-occupational) and hospitalized or qualifies for State Disability Insurance income just prior to or during her/his scheduled PTO, it may be postponed; and the employee, if eligible, shall receive Extended Sick Leave pay. The department director must be notified. The employee's PTO will then be rescheduled. However, it may be necessary to take a less desirable time depending on the scheduling of individual departments.

9. PTO Pay. Normally, PTO is paid in the paycheck received during or following the pay period during which the PTO is taken. Advance PTO pay will be included, if requested, in the payroll check immediately preceding the scheduled vacation. Therefore, requests for advance vacation pay must be given to the payroll department, in writing, at least three (3) days prior to the ending of the pay period that concludes prior to the approved vacation.

10. Borrowing. PTO pay cannot be taken until it has been earned, i.e. and employee cannot "borrow" unearned PTO.

11. PTO Eligibility Following Change in Category. If an employee who was hired or transferred into in a short-hour or on-call or temporary category

changes to regular full-time or regular part-time, the date of such change becomes the employee adjusted hire date for PTO accrual.

12. Shift Differential. Upon payment of PTO, an employee permanently assigned to evenings or nights at the time of payment will receive the shift differential normally paid for hours worked.

B. Miscellaneous Provisions

1. The employee must notify the Employer in writing as to the particular PTO day or days s/he desires at least one week in advance of the posting of the schedule covering such day or days, unless an emergency situation makes such advance notice impossible. The consent of the Employer shall be based upon operational requirements.
2. An employee is expected to notify the Employer as soon as possible in the event of illness, and will attempt to notify the Employer at least two hours before the employee's scheduled starting time. The representative(s) of the Employer to be given this notification shall be designated by the Employer within each department. Doctor's certificates shall only be requested when there are reasonable grounds to justify such request. Failure to notify the Employer in accordance with the foregoing, except where impossible to do so, and failure to provide a doctor's certificate when requested are grounds for disciplinary action.

C. Holidays

- 1) Recognized Holidays. The Employer observes the following days as recognized holidays for the purposes of determining holiday premium pay rates:

New Year's Day	Labor Day*
Martin Luther King JR*	Thanksgiving Day
President's Day*	Christmas Day
Memorial Day*	Independence Day

(* = Federal designation that falls on a Monday)

- 2) Premium Pay. The above designated holidays will be paid at a rate of pay equal to one-and-one-half times (1½ x) the employee's regular base hourly rate of pay adjusted for shift and weekend differentials for the first eight (8) hours worked. Work in excess of the eight (8) hours on a holiday are considered overtime hours and are paid at the normal overtime rate.

- 3) Thanksgiving, Christmas and New Year Holiday Scheduling. The Employer will use its best efforts to grant each employee qualifying for paid holidays at least one of the following three (3) holidays off: Thanksgiving Day, Christmas Day, and the following New Year's Day. If an employee qualifying for paid holidays is required to work on the above three (3) holidays, s/he will receive two (2) times the regular base rate of pay for all hours worked on New Year's Day. Employees who refuse an offer of one (1) of the holidays off, and as a result work on all of the three holidays, will receive only one-and-one-half (1 ½) times the employee's regular base pay on the third holiday as a premium for working that holiday.
- 4) Shift Definition for Holidays. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

D. Extended Sick Leave

1. Purpose of Extended Sick Leave (ESL). ESL is provided as a supplement to state disability or workers' compensation insurance benefits, exclusive of the employee's PTO accrual.
2. Extended Sick Leave Eligibility. All regular full-time or part-time (prorated) employees are eligible for ESL benefits after successful completion of the probationary period.
3. Extended Sick Leave Accrual Rate. ESL hours accrue at the rate of .0269 hours for each hour paid, exclusive of overtime, standby and callback hours, to a maximum of 2.15 hours per pay period. This is the equivalent of seven ESL days per year for a full-time employee.
4. How Extended Sick Leave Is Used
State Disability Insurance (SDI) Supplement
 - a) An employee who becomes eligible to receive benefit payments under State Disability Insurance shall receive such benefit payment plus such portion of accrued ESL that, in addition to the benefit payment, will equal but not exceed the employee's regular earnings.
 - b) ESL is paid only for days of work missed and only on days paid for by SDI.
 - c) ESL is not paid for scheduled days of work missed during the first seven (7) calendar days of absence. If the employee is paid for those days, it is paid from the PTO account. However, if SDI later pays

for those same days due to the length of absence, the PTO payment will be converted to ESL and integrated with the SDI payment.

5. Workers' Compensation Supplement

- a) An employee who becomes eligible to receive benefit payments under Workers' Compensation Insurance shall receive such benefit payment plus such portion of accrued ESL that, in addition to the benefit payment, will equal but not exceed the employee's regular earnings.
- b) Lost earnings during the first three (3) calendar days of absence will be paid from the employee's ESL account. Thereafter, ESL funds will supplement any payment received through workers' compensation.
- c) When an employee is ill and not eligible for SDI or workers' compensation, funds for time lost will come from her/his PTO account.
- d) Proof of eligibility for State Disability Insurance or Workers' Compensation Insurance must be submitted SRMC Human Resources Department to continue receiving payment of ESL hours.

6. Extended Sick Leave Accumulation.

- a) There is no maximum amount of ESL that may be accumulated, and unused time from this account may be carried forward each year.
- b) When ESL is used, it is paid at the employee's then current rate of pay, not necessarily at the rate paid to the employee when the ESL was earned.
- c) Unused ESL is not convertible to cash.

7. Sick Leave Incentive. If, at the end of the last pay period (twenty six [26]), a regular full-time or part-time employee has not used funds from her/his Extended Sick Leave account for the entire calendar year, eight (8) hours will be transferred from her/his Extended Sick Leave balance and added to the PTO accrual (prorated for part-time employees).

Bereavement leave will not be considered sick leave for the purpose of calculating this incentive.

E. Retirement ESL Cash Out: Employees who retire at age 65 shall receive the following ESL payment based upon years of continuous service in a benefited position:

- 10 YOS: 50% of ESL Bank up to 100 hours

- 15 YOS: 50% of ESL Bank up to 125 hours
- 20 YOS: 50% of ESL Bank up to 150 hours
- 25 YOS: 50% of ESL Bank up to 175 hours

F. Bereavement Leave Eligibility: All regular full-time and part-time employees are eligible to receive Bereavement Leave. Temporary and casual (on-call) employees do not receive paid Bereavement Leave

Definitions:

- a. Immediate Family: Immediate family is defined as: spouse, domestic partner, child, stepchild, children of domestic partner, mother, step-mother, father, step-father, mother or father of domestic partner, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, mother-in-law, father-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchildren, step-grandchildren, daughter-in-law, son-in-law, legal guardian or other relatives living in the employee’s home.
- b. Other Relatives; “Other relatives” is defined as aunt, uncle, great grandparents, great grandchildren, grandparents-in-law, cousin, niece and nephew.

Use of Bereavement Leave:

- a. In the event of the death of a member of the immediate family, the employee is eligible to receive a maximum of twenty-four (24) hours bereavement leave (eight [8] hour maximum per day unless working an Alternate Work Schedule) within one (1) week (seven (7) consecutive calendar days) of the service. Compensation for up to the twenty-four (24) hour maximum will be provided for regularly scheduled work days.
- b. In the event of the death of an “other relative”, the employee may receive either eight (8) hours maximum, of paid Bereavement Leave to travel to and from and attend the service.

Additional PTO days: Two (2) additional days of PTO may be taken if the funeral is three hundred (300) or more miles from SRMC.

ARTICLE 9 HEALTH, DENTAL & VISION

A. Individuals hired into regular full-time and regular part-time benefited position, or a non-benefit eligible employee, who transfers into a benefit eligible position shall be entitled to participate in the employers Health, Dental and Vision programs on the first day of the month following the month in which the

employee is hired or transfers, or the first of the month after the employee submits the completed enrollment form, whichever is later; but no more than sixty (60) days from the effective date of hire/transfer to remain eligible for applicable benefits.

Eligible employees shall include domestic partners that have completed the Procedural Guideline for Domestic Partner Affidavit. The terms for participating and coverage by the Medical Center's health, dental and vision insurance program shall be governed by the Medical Center's policies. Health, Dental and Vision programs which are at least equal to them but not identical, shall be continued in full force and effect for the duration of this agreement.

B.

1. Effective January 1, 2007, Sutter Roseville Medical Center (SRMC) shall pay 100% of the premiums for an employee, spouse and dependent coverage, towards the lowest cost health, offered by SRMC (e.g. an EPO or similar product). If the employee chooses a plan other than the lowest cost health, SRMC shall make available to the employee the dollar contribution amounts for the payment of premiums for the employee and dependents, if applicable. The remaining premium amounts (balance(s)) shall be the responsibility of the employee.
2. Dental: The Medical Center shall pay 100% of the premiums for employee only coverage and ninety-five percent (95%) of the premium required to provide spousal or dependent coverage towards the lowest cost dental plan offered by the Medical Center. If the employee chooses a plan other than the lowest cost dental, the Medical Center shall pay ninety percent (90%) of the premium for employee only coverage and seventy-five percent (75%) of the premium required to provide spousal or dependent coverage. The remaining premium amounts (balances) shall be the responsibility of the employee.
3. Vision: The Medical Center shall pay 100% of the premiums for employee only coverage and ninety-five percent (95%) of the premium required to provide spousal or dependent coverage towards the lowest cost vision plan offered by the Medical Center. If the employee chooses a plan other than the lowest cost plan, the Medical Center shall make available to the employee the dollar contributions amounts of the payment of premiums for the employee and dependents, if applicable. The remaining amounts (balances) shall be the responsibility of the employee

- C. Change in Benefit Options. The Employer reserves the rights to modify, add to, or delete from the benefit options. The Medical Center reserves the right to

change the insurance carrier or carriers with the understanding that such change or changes will result in equivalent rather than identical benefits.

- D. Insurance Rebate Medical, Dental and Vision. Employees who are eligible for health, dental and vision insurance and decline to enroll in said benefits may receive rebate dollars in the following amounts:

Medical-\$634.14 (\$1200 effective January 1, 2007), Dental \$127.14 and Vision \$32.24 per year per benefit declined.

- E. Additional Vision Plan: Offer VSP Plus as additional vision plan, with employees paying cost differential for the VSP Plus plan over the existing VSP plan.

- F. Benefit Option Selections. Employee benefit option selections are effective in accordance with the above on January 1 of each year. Benefit option selections can only be changed upon occurrence of a change in family status, such as marriage, divorce, birth of a child or death of a child or spouse.

- G. ScholarShare. All eligible employees shall have the option of opening a ScholarShare Account through SRMC. Eligible employees shall be offered the option of using automatic payroll deduction if they chose.

- H. Reimbursement Accounts Employee payroll deductible up to an annual maximum (Pre-Tax) of:

HealthCare Account	\$3000
Dependent Care Account	\$5000

ARTICLE 10 LEAVE OF ABSENCE

- A. Eligibility. Each full-time, part-time and short-hour relief employee shall be eligible for a leave of absence. A leave of absence shall not be granted during an employee's probationary period except in the case of physical disability as a result of an injury on the job, or as otherwise determined by the employer, or as required by law.

- B. Types of Leaves. Leaves of absence shall be granted in accordance with applicable law and this agreement. Except when otherwise required by law, leaves of absence shall run concurrently. Leaves of absence are unpaid, except as otherwise provided by this agreement or as required by law. Employees who do not return from leave within the maximum time allowed by this agreement shall be terminated, except as otherwise required by law.

- C. Purpose. Leaves of absence may be granted for such purposes that are personal, or for continuing education, family emergencies, illness or injury, family care and military duty. Requests for leaves of absence must be requested on a "Leave of Absence" form, which shall be made available by the Employer's Human Resources Office. In situations where an employee cannot initiate the leave process, the employee will contact disability management to assist. No leave of absence will be unreasonably denied.
- D. Personal Leave. Regular employees with at least one (1) year or more of continuous service may be granted a personal leave of absence of up to ninety (90) days.
- E. Job Related Illness/Injury Leave. Employees shall be granted a leave of absence when time away from work is required due to an on-the-job injury or illness that resulted from work activities at SRMC. An employee is considered to be eligible for a leave when medical documentation supports the need for leave and the employee has an open and accepted workers compensation claim. The Union and the Medical Center agree that employees who suffer on-the-job injuries should be returned to work (even in a transitional role) as soon as medically feasible and subject to the Medical Center's operational needs.
- F. Non-Industrial Physical Disability Leave. Regular employees shall be granted leave of absence in cases of non-industrial physical disability up to one (1) year. The Union and the Medical Center agree that employees should be returned to work (even in a transitional role) as soon as medically feasible and subject to the Medical Center's operational needs. If an employee declines an offer of modified work through the Medical Center's return to work program (currently called "Connecting to Work"), the employee shall remain in leave of absence status up to the designated one (1) year period, but the employee shall not be eligible to receive Total Temporary Disability, Extended Sick Leave, or Paid Time Off during the balance of the leave. Leave extensions shall be granted through the interactive process in compliance with the ADA and the FEHA.
- G. Leaves for "Family Care" Reasons. Employees eligible for leave under the Family Medical Leave Act or the California Family Rights Act shall be granted a leave of absence for "family care" reasons in accordance with applicable Federal and California laws. The employee must provide a completed physician certification form.
- H. Educational Leave. Regular employees may be granted leave of absence up to six (6) months for educational pursuits within an accredited institution.
- I. Military Leave. The Medical Center shall grant a military leave of absence in accordance with state and federal law. Employees shall not forfeit any

employment rights as defined in state or federal law. The Medical Center shall comply with all provisions of state and federal law regarding re-employment rights.

- J. Union Leave. Upon a written request of the union, an employee shall be granted an unpaid leave of absence to engage in bona fide union related activities for a period of no more than one (1) year. Except as provided in Appendix S (Side letter re Union leave), an employee who is granted said leave shall not be assigned to work at Sutter Roseville Medical Center. Only two- (2) employees within the Medical Center shall be eligible to take an unpaid leave. The Medical Center shall grant such union requests for a non-paid leave, so long as the leave shall not place an undue hardship on the Medical Center. PTO accrual rate and seniority shall accrue during said leave. Employee on said leave shall not be required to utilize their accumulated ESL and PTO, nor shall the employee be eligible to access their ESL and PTO during said leave. Seniority for the purposes of job bidding rights, wage step advancement, and benefit accrual shall continue to accrue during said leave. Employee who chose to return to SRMC, during said leave, shall provide a written request addressed to the HR Department a minimum of thirty (30) days prior to their requested return date. Return to SRMC as an employee shall mean that the employee shall be reinstated in the same classification, position, shift unit/department and scheduled FTE status the employee had prior to their leave.
- K. Leave Extensions. Disability leave may be extended only by agreement between the employee and the Employer. The Employer may require reasonable proof of the need for disability leave and reasonable proof that the employee will be able to return to duty within the time for which the leave is granted.
- L. Accrual of Seniority and Benefits During Leave. PTO, ESL, and seniority benefits shall accrue during a leave of absence for which the employee is compensated. "Compensated" as herein used, includes periods of time during which the employee is drawing PTO or ESL. PTO, ESL, and seniority benefits shall not accrue during an uncompensated leave of absence. An employee shall have the option to utilize accumulated ESL and PTO at the onset of the leave of absence. The employee's preference shall be documented on the Request for Leave of Absence form. If the employee fails to designate ESL and PTO use on the form, accrued ESL and PTO automatically will be paid to cover the elimination period and integrated with other wage replacement benefits. Notwithstanding the preceding provisions of this Section 10.L, seniority for the purpose of bidding rights will continue to accrue during an absence for an on-the job injury or illness. Seniority for the purpose of wage step advancement and benefit accrual levels will continue to accrue for on-the job injury or illness leaves for a maximum of one year.

- M. Medical/Life Insurance During Medical Leave. Employer provided health benefits shall continue during an approved medical leave of absence (both occupational and non-occupational) for up to six (6) months of continuous leave or as required by law, whichever is longer. Benefits continue whether on a compensated or uncompensated medical leave of absence. The employee shall be responsible for any employee portion of the premium.
- N. Copies of Granted Leaves. One (1) copy of each leave of absence or renewal thereof shall be given to the employee involved, and one (1) copy shall be retained by the Employer's Human Resources Department.
- O. Return to Duty. Each employee who returns to duty from an authorized leave of absence within seven (7) months shall be reinstated to the same position he/she held before taking a leave of absence, but if conditions have so changed in the Medical Center that it is not reasonable to reinstate the employee to the same position which the employee held at the time of the leave of absence, the Medical Center shall reinstate the employee to a classification that is as nearly comparable to the employee's original position as is reasonable under the circumstances. If the employee returns to duty from an authorized leave of absence in excess of seven (7) months, the employee shall be reinstated to the same position before taking a leave of absence, unless it is not reasonable to do so, in which case, the Medical Center shall reinstate the employee to a classification that is as nearly comparable to the employee's original position as is reasonable under the circumstances.
- When returning from a leave of absence, the employee must provide written documentation from the medical provider releasing the employee to return to work with or without accommodations. The employee will be returned to the work schedule within a reasonable period. If an employee is released to work with restrictions that preclude the employee from performing the essential functions of his/her regular position, the employee shall participate in the interactive process with disability management to investigate reasonable accommodation to support that the employee is successfully returned to work. An employee must provide written documentation to return to work
- P. Replacement of Employee on Leave. Each person who is hired to replace an employee on a leave of absence shall be so advised and shall be informed of the approximate date on which the employee who was on leave of absence is expected to return from such leave.

ARTICLE 11 JURY DUTY

Each employee who receives a notice to appear for jury duty shall advise her/his supervisor of such notice within three (3) working days of its receipt. The Employer

shall compensate each employee who has advised her/his supervisor in a timely fashion of the jury duty notice for each working day the employee performs jury duty.

ARTICLE 12 HOURS AND OVERTIME

Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per work period, or of days of work per work period.

A. Work Week and Overtime Calculation

1. Work Day/Work Period. The straight time work period shall be eighty (80) hours within a fourteen- (14) consecutive day period. The work period commences on Saturday at midnight and concludes fourteen (14) consecutive days later at 23:59. A straight time work day shall be eight hours, exclusive of the meal period of one-half (½) hour. If an employee is required to work in excess of eight hours in any one work day or eighty (80) hours in the fourteen (14) day work period, the employee shall be paid overtime at the rate of time and one-half (1 ½) the regular rate of pay.
2. Work Day Bridge Language. Employees required to work in excess of eight (8) hours in any one work day or continuous hours in excess of eight (8) hours that may bridge two (2) hospital days, excluding uninterrupted meal periods and worked call-back hours, are paid overtime at the rate of time and one half the regular rate for hours worked in excess of eight (8) or double time for hours worked after twelve (12) hours.

The premium pay stated above shall continue until such time as the employee has been relieved of all duties for a period of eight (8) consecutive hours.
3. Rest Between Shifts. The Medical Center shall make every reasonable effort to assure each affected employee receives eight (8) hours off before reporting back to the facility to commence their workday. If the employee reports back to the facility, excluding call-back hours, with less than a eight (8) hour gap, the employee shall receive premium pay based upon their regular rate of pay for all hours worked, until such time as the employee ends their shift or commences their work shift, at which time the employee shall revert back to their regular rate of pay.
4. No Pyramiding of Overtime or Standby. There shall be no pyramiding or duplication of overtime payments for the same hours worked, including but not limited to meal periods, and worked callback hours, nor shall one quarter (¼) time be paid when any other standby rate of pay applies.

5. Hours Used for Overtime Computation. Except for rest periods, PTO, and sick leave, only hours actually worked shall be considered hours worked for purposes of computing overtime.

B. Scheduling Provisions

1. Schedules Posted. Work schedules shall be posted at least two (2) weeks in advance. Said schedules shall be for a one (1) month or four (4) week (two [2] payroll periods) period, depending upon departmental practice. After the work schedules have been posted, employee's schedule will not be changed without the mutual consent of the employee and the employer. Consent shall be either in writing, or direct contact with the employee with written documentation or via telephone and documented in writing, except in the case of an emergency. In the case of an emergency, schedule changes will be made by reverse bargaining unit seniority order. An employee whose posted work schedule is to be changed will be notified as soon as possible of such change. When such changes are contemplated, the desires of the affected employees and seniority will be taken into consideration where consistent with operational requirements and economic impact upon the Employer.
2. Work Period for Employees Without Every Other Weekend Off. The eighty (80) hour work period within fourteen (14) consecutive days is designed to facilitate the primary objective of granting every other weekend off as set forth in 12.B.5 below. In those departments where employees are not scheduled for weekend work, the work week (the workweek for a forty [40] hour employee commences on Saturday at midnight and concludes at 23:59 seven consecutive days later) shall be five (5) days within seven (7) consecutive days. In such cases if an employee is required to work in excess of eight (8) hours in any day, or in excess of forty (40) hours in one (1) work week, the employee shall be paid at the rate of time and one-half (1½) the straight time pay for such excess hours. Also in such cases, the employer will endeavor to schedule two (2) consecutive days off a week.
3. Alternate Schedules. Prior to the establishment of an alternate straight-time work schedule (e.g., twelve [12]-hour or ten [10]-hour shift) the Medical Center and Union will reach agreement on specific provisions of such schedule.
4. Schedule Not Changed to Avoid Overtime. A regular full-time employee who works on a scheduled day off will not have her/his work schedule changed to avoid the payment of premium pay (time and one-half [1½])

unless the employee agrees to the schedule change or the employee requests and is granted an alternate day off.

5. Every Other Weekend Off Schedule. The Employer will schedule regular full-time and regular part-time employees every other weekend off. The Employer will pay time and one-half (1 ½) for all hours of work performed on the third consecutive weekend and for each weekend thereafter until granted a weekend off, unless mutually agreed otherwise by both the Employer and the employee. Employees that elect to waive consecutive weekend pay in order to have at least two (2) consecutive days off per week shall not have their request unreasonably denied.
 6. Overtime on the 7th Day and Thereafter. Any employee required to work more than six consecutive days without a day off shall be compensated on the seventh day and thereafter at time and one-half (1½) the straight time rate of pay for each day worked (or portion thereof) until granted a day off. This provision may be waived on the request of an individual employee and with the agreement of the Employer.
 7. Waiver of Rotating Weekends Off. If an employee requests in writing a schedule with fixed days off each week rather than rotating weekends off, the Employer will attempt to grant such schedule where the needs of patients and other employees permit.
- C. Breaks. Each employee shall receive one fifteen (15) minute rest period with pay during each continuous four hours of work or major fractions thereof.
- The Employer will use its best effort to give fifteen (15) minute breaks in the middle of each four (4) hours worked. If continuous operation is required in the job concerned, the employee's supervisor shall either release the employee or provide a substitute during the rest period.
- D. Shift Differential
1. P.M. Shift -- to qualify for P.M. shift differential, a majority of the hours worked must fall between the hours of 3:00 p.m. and 11:00 p.m.
 2. Night Shift -- to qualify for Night shift differential, a majority of the hours worked must fall between the hours of 11:00 p.m. and 7:00 a.m.
- E. Reporting Pay. Each work day an employee is required to report for work and does report but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at the employee's regular hourly rate of pay. Employees shall be

responsible for maintaining their current addresses and phone numbers with the Employer's Human Resources Department and the employee's Department(s).

F. Assignment of Available Shifts

1. Prior to the posting of the schedule. If, after all full time, part time, and short hour employees have been scheduled in compliance with the regular hours and shifts of their position and prior to the final posting of the schedule, the Medical Center anticipates the need for the assignment of additional hours/shifts, the Medical Center will offer such work by seniority to employees in the following preference order by category, provided such assignment does not result in overtime and the employees desiring additional hours/shifts have complied with the Medical Center's availability requirements as set forth in subsection 12.G.3 below:

NURSING DEPARTMENT AND
PERIOPERATIVE SERVICES

OTHER DEPARTMENTS

- | | |
|---|--|
| a. Part-time employees on a specific unit (same shift) | a. Part-time employees in the department (all shifts) |
| b. Short-hour employees on a specific unit (same shift) | b. Short-hour employees in the department (all shifts) |
| c. Part-time employees on a specific unit (all shifts) | c. On-call employees in department |
| d. Short-hour employees on a specific unit (all shifts) | |
| e. Part-time employees in the department (all shifts) | |
| f. Short-hour employees in the department (all shifts) | |
| g. On-call employees | |

2. After the Schedule is posted. When the need for additional hours/shifts is unexpected, i.e., hours or shifts which become available after the schedule

is posted, the Medical Center will offer such work by seniority to employees in the following preference order by category, provided such work does not result in overtime and employees desiring such work have complied with the Medical Center's availability requirements as set forth in Subsection 12.G.3 below:

- a. Any employee in a department who has been canceled - Low Census Day (L.C. Day). (Applicable in the same pay period only.)
- b. Part-time employees in the department
- c. Short-hour employees in the department
- d. Employee volunteers in the department
- e. On-call employees
- f. Registry
- g. Within the nursing department, additional hours/shifts will be awarded in the order listed above, first to the employee within the unit followed by employees within the department

G. Availability Lists

1. Use of Lists Prior to the Posting of the Schedule. Employees, who are qualified, may submit their availability by unit, date and shift to work additional hours/shifts. Employees will be listed by classification and seniority. Employees must submit their availability to the department identifying dates and specific shifts two (2) weeks prior to the posting of each four (4) week schedule.
2. Use of list After the Posting of the Schedule. Employees, who are qualified and wish to make themselves available after the schedule is posted, must give seven (7) days' advance notice of their availability, except in cases where employees have been canceled. Employees will be listed by classification and seniority.
3. Availability Requirements. Employees who place themselves on the "availability list" must be available to work up to two (2) hours prior to the shift for which they have made themselves available to avoid disciplinary action. Employees at any time may remove their name from the availability list for specific hours or shifts prior to being called to avoid possible discipline.

H. Overtime

1. Distribution of Overtime. Each unit will offer overtime by seniority on the unit by shift, first to full time employees, then to part time employees,

then to short hour employees, and then by department to full time, part time, short hour and On-call employees.

2. Relief from Overtime. In cases where mandatory work is necessary, each unit will make every effort to obtain coverage as quickly as practicable under the circumstances and thereby relieve an employee who has been assigned work involuntarily.
3. Mandatory Overtime, an Unusual Occurrence. Mandatory overtime should be an unusual occurrence and should not be used by the medical center to alleviate chronic short staffing.
4. Use of Registry. To the extent possible, the employer will endeavor to use its employees rather than registry employees.
5. Weekend Shifts. If an employee works a shift on either Saturday and/or Sunday, that employee will receive an additional premium. For purposes of this section, the weekend shall be defined as the forty-eight (48)-hour period from 11:00 p.m. Friday until 11:00 p.m. Sunday.
6. Relief in a Higher Paid Classification. Employees who are assigned work in a higher paid classification shall be paid five percent (5%) above their normal base rate of pay.
7. Appointment Scheduling. In cases of on-the-job injury, the medical center will make reasonable scheduling accommodations for employees who require ongoing appointments for physical therapy. Employees will make every effort to schedule appointments during non-working times or, if that is not possible, at the beginning or at the end of their shift.

ARTICLE 13 RETIREMENT PLAN, EARLY RETIREE HEALTH INSURANCE ACCESS, AND RETIREE HEALTHCARE ACCOUNT

- A. Sutter Roseville Medical Center (SRMC) shall offer the Sutter Health Retirement Plan (SHRP) which, as of the date of this agreement, is comprised of the enhanced cash balance design and the traditional pension design. Qualified members must select one of the two designs offered. All plan participants must abide by the plan rules and regulations. The effective date of the SHRP is January 1, 2010.
- B. SRMC retains the right to terminate, amend or modify these plans or any other pension plan in its sole and absolute discretion. In the event that SRMC eliminates either of the two pension plans listed in Article 13.A, SRMC shall

replace said plan(s) that provide an equivalent benefit, with a similar plan(s) in the aggregate. SRMC shall notify the union thirty (30) days in advance in the event there are significant changes to either one or both, if applicable, plans for the purposes of discussing the affects of the changes.

- C. Early Retiree Health Insurance Access. Sutter Roseville Medical Center (SRMC) may offer an Early Retiree Health Insurance Access (ERHIA) program. The specifics of the program shall be available to the membership and can be obtained, during normal business hours, from the SRMC Human Resources department. The cost of the program shall be borne exclusively by the member and rates may be adjusted periodically by the carrier. SRMC retains the right to terminate, amend, or modify this plan or any other similar plan in its sole and absolute discretion. The effective date of the ERHIA program is January 1, 2003.

- D. Retiree Healthcare Account. Sutter Roseville Medical Center (SRMC) may offer a Retiree Healthcare Account (RHA). The specifics of the program shall be available to the membership and can be obtained, during normal business hours, from the SRMC Human Resources department. The cost of the program shall be borne exclusively by the employer and the employer retains exclusive rights to amendment the program. In the event that SRMC eliminates said plan, SRMC shall replace said plan with a similar plan that offers an equivalent benefit, in the aggregate. The employer shall send written notification to the union thirty (30) days in advance of any significant changes to the program. The effective date of the RHA is January 1, 2003.

Retiree Health Care Account: Increase cap to \$25,000 (effective January 1, 2007).

ARTICLE 14 STANDBY

- A. Standby and Trauma Standby. Each employee who is assigned to standby time shall be paid one third (1/3) of the hourly rate of the minimum of her/his salary range for each hour or fraction thereof during which the employee performs such non-working standby time. An employee who is assigned to the Trauma Night Shift team and is also required to sleep on premises shall be paid one-half (1/2) of the employee's base hourly rate for each hour or fraction thereof during any non working standby hours. If applicable, stand-by shall commence at the end of an employees shift including any additional hours worked beyond their shift, so long as the hours are consecutive and the employee has clocked out.

- B. Call In While on Standby. Each employee assigned to standby who is called to work shall be paid one-half ($\frac{1}{2}$) of the hourly rate of the minimum of her/his salary range for a twenty-four (24) -hour period or fraction thereof during which the employee performs standby work. It is understood that one third ($\frac{1}{3}$) of the hourly rate of the minimum for the employee's classification will continue for those employees on standby who are not called. If the employee is called back and the work time is within the previous two-(2) hour guarantee, the employee shall not receive another two-(2) hour guarantee. The employee shall be paid the applicable premium rate of pay. If the employee is called back a second time and the commencement of the callback is beyond the conclusion of the first callback, the employee shall receive another two (2) hour guarantee. The above practice shall continue until such time as the employee ceases their stand-by status or they commence a work shift whichever is earlier.

An employee who is scheduled for standby at the end of his/her regularly scheduled shift and who works more than one hour of overtime into the standby period shall be paid one-half ($\frac{1}{2}$) of the hourly rate of the minimum of her/his salary range for the remaining time s/he is on standby and not called back to work.

- C. Standby Determined by Department. Each department where standby time is regularly used shall be permitted to develop its own procedures for the scheduling of standby time. To the extent reasonably possible, and consistent with departmental needs and employee skills, the scheduling of standby time shall be done in accordance with employee's preference based on departmental seniority.

ARTICLE 15 CALL-BACK

- A. Call Back Minimum. Each employee who is called back to work after the completion of her/his shift while on standby call, or on the employee's day off, shall receive a minimum of two (2) hours work or pay at the appropriate rate. If the employee is called back and the work time is within the previous two- (2) hour guarantee, the employee shall not receive another two- (2) hour guarantee. The employee shall receive the applicable premium rate of pay. If the employee is called back a second time and the commencement of the callback is beyond the conclusion of the first callback, the employee shall receive another two- (2) hour guarantee. The above practice shall continue until such time as the employee ceases their stand-by status or they commence a work shift whichever is earlier.
- B. Call Back Premium After Twelve (12) Hour in a Twenty-four (24) Hour Period. Each employee who has completed eight (8) hours on her/his regular shift and is

called back to work within twenty-four (24) hours of the commencement of such regular shift, and who works more than four (4) hours On-call-back, shall receive twice such employee's straight time hourly rate for each hour worked On-call-back in excess of such four (4) hours.

ARTICLE 16 MEALS

Each employee who is assigned to the Dietary Department and who works at least three and one-half (3½) hours shall receive reasonable meal(s) in the Medical Center's cafeteria for which the employee will not be charged, excluding specialty items, which will be determined in a manner consistent with past practice. Employees who are assigned to the Dietary Department shall not receive more than two (2) reasonable meals without charge in the Employer's cafeteria for each eight hours shift worked.

ARTICLE 17 NEW EMPLOYEES - NOTICES

- A. Written Notice to Employee. Each new employee who is hired for a bargaining unit position shall be given written notice of the existence of this Agreement at the commencement of employment with the Employer. The Employer shall give a copy of the existing Agreement to all new hires in the bargaining unit. Said Agreements will be paid for and supplied by the Union.
- B. Written Notice to Union. The employer will provide to the Union the following information quarterly on a disk or electronically in Excel or comparable format:
 - a. A list of employees, including their name, home address, home phone number, classification, wage rate, department, shift status, (i.e., regular, part-time, per diem, temporary) and date of hire; and
 - b. A list of employees terminated since the last quarterly report, including their name, home address, home phone number, classification, department, shift, status (i.e. regular, part time, per diem, temporary), date of discharge and reason for termination (i.e. resignation, discharge, reduction in force, retirement).
- C. Notice of Stewards. When an employee is hired, the Medical Center will inform him/her in writing of the names, shifts, departments and phone numbers of the stewards, if such information has been provided to the Medical Center by the Union.

- D. New Employee Union Orientation. SRMC will provide SEIU UHW-West Labor Representative or their designee no more than thirty (30) minutes at the end of the facilities scheduled orientation program for a representative of the Union to meet with new members of the bargaining unit. In the event a shop steward is assigned, the steward shall be released from his or her scheduled hours without loss of pay, if applicable, to participate in the session so long as patient care is not compromised, as determined by the department manager. Where such orientation program is regularly scheduled such release time shall not be unreasonably denied

ARTICLE 18 IN-SERVICE EDUCATION

When an in-service program is provided by the Employer for employees in a particular classification or classifications under this Agreement, the Employer will use its best efforts to ensure that the training sessions for such program are available to all employees in such classification or classifications. Such best efforts shall include duplicates of programs on alternate shifts and, when appropriate, alternating time and shift of showing. If such program is conducted during an employee's working hours, the employee may attend if such attendance is approved by the employee's supervisor.

ARTICLE 19 MISCELLANEOUS PROVISIONS

- A. Pins. Each Licensed Vocational Nurse may wear the appropriate pin or cap or other insignia designating her/his status as a Licensed Vocational Nurse.
- B. Safety Equipment. The cost of any safety equipment which is required by the Employer will be paid for by the Employer.
- C. Safety. The Employer shall maintain safe working conditions.
- D. Mileage. If an employee is requested to use her/his vehicle on Employer business, the employee shall be reimbursed at the maximum rate per mile that the Internal Revenue Service publishes in its guidelines as allowable without an Employer having to report any reimbursement to an employee as gross income on a 'W-2 Form' and without an employee having to report the receipt of such funds on her/his Federal tax return as received wages.
- E. Physical Examinations. Physical examinations and interim tests (such as, but not limited to, PPDs and drug/alcohol tests - see Appendix F) required by the Employer as a condition of employment shall, during the term of this Agreement, be provided by the Employer without cost to employees at the Medical Center by physicians selected by the Employer.

- F. New Classifications. If a new classification is established by the Employer during the term of this Agreement, the employer shall notify the union. The rate of such new classification shall not be subject to the grievance procedure for ninety (90) calendar days. Upon request the parties shall meet and confer. Thereafter, Article 7 shall be applicable to such rate and the ninetieth (90th) day on which the rate is in effect shall be deemed the occurrence upon which the grievance is based for purposes of Article 7.
- G. Employee Negotiating Committee. All approved absences for contract negotiations shall be credited as time worked for the purpose of seniority and benefits, but such time shall be without pay, but employees may use their accrued PTO during scheduled bargaining sessions. Notwithstanding the foregoing, the Medical Center shall reimburse all PTO hours used by the SEIU UHW designated bargaining team either (1) after a new Agreement is ratified by the SEIU UHW membership prior to contract expiration (including mutually-agree upon extensions of the Agreement); or (2) for a maximum of twenty-four (24) bargaining sessions between the parties for the new Agreement, but only if the Medical Center refuses the Union's request to extend the Agreement. The PTO hours that shall be reimbursed shall not exceed either (8) hours per bargaining unit member, per bargaining session for those SEIU UHW members who are in attendance for the entire session or fraction thereof. PTO hours shall be pro-rated for members who leave early or arrive late to a bargaining session, as determined by the SRMC sign-in sheet. This reimbursement proposal shall not apply to more than those fifteen (15) officially recognized SEIU UHW bargaining members. PTO may be used by the SEIU UHW bargaining unit members for official bargaining sessions on regularly scheduled work days, and their PTO reimbursement shall not exceed their FTE status. PTO used for official bargaining shall not be included in the calculation of overtime or the payment of any premium payment. To be eligible for reimbursement the SEIU UHW bargaining team member (s) shall submit a written request to SRMC Human Resources no later than thirty (30) days after contract ratification.
- H. Premium Employees. As a result of the implementation of this Agreement, no employee shall suffer a reduction in wage rate so long as the employee remains in the same classification. However, if an employee is given added duties within the employee's classification, and if the employee is paid an added wage for performing those added duties, nothing herein shall prevent the Employer's withdrawing the added wage upon withdrawing the added duties.
- I. In Lieu of Benefits. Employees who are in non-benefit eligible positions shall be eligible for differential in lieu of benefits of two dollars and twenty-five cents (\$2.25) per hour.

- J. Volunteers and Students. The Employer shall continue to use volunteers and students on the same basis as prior to the execution of this Agreement. Volunteers and students shall not be used to eliminate bargaining unit positions.
- K. Uniforms. When employees are required to wear uniforms or special type of work clothes while in the employ of the Employer, the cost of furnishing same shall be borne by the Employer, provided that the Employer shall not be required to furnish apparel traditionally worn by such employees in hospitals generally. The employee shall maintain and be responsible for returning uniforms in good condition, normal wear excepted, to the Employer. The term "uniform" includes wearing apparel and accessories of distinctive design. The Employer shall be required to furnish replacement uniforms when such garments become unusable through normal wear and tear from use on the job.
- Employees within the Respiratory Services Department may wear "scrubs" but are not required to do so by the Employer; therefore, the Employer shall not bear the cost of providing "scrubs." The color and design of the scrubs selected by the employees must be approved by the Director of Respiratory Services.
- L. Minimum Scales. The wage scales set forth in Appendices A,B and C are intended to constitute minimum scales only, and nothing in this Agreement shall preclude the Employer from paying in excess of such minimum rates at the Employer's discretion.
- M. Paydays. Paydays now in effect shall continue, and there shall be no lapse of time between wages earned and wages paid than may result from operation of the present system.
- N. Job Descriptions. Job descriptions maintained by the Employer shall be made available to the Union upon request. The Union will be notified of substantive changes to the job duties or qualifications, and upon request by the Union, the Employer and the Union shall meet and confer over the proposed changes. This provision shall not supersede the rights of the Employer under Article 2(A) of this Agreement.
- O. Work Load Distribution. When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intention of the Employer to distribute the work load equitably among the employees in the work unit so that no undue hardship may be placed on any individual worker. The Employer shall make every effort to maintain on-call lists in all departments to eliminate the possibility of short staffing. In addition, the Employer will also make every effort to replace employees who are absent provided there is a staffing need for that classification.

P. X-ray Exposure Monitoring. The Employer will continue to monitor x-ray exposure in the same manner as it has in the past. The Employer will also provide two (2) wrap-around x-ray lead coats for use by Radiation Technicians in the special procedure area.

Q. Medical Center Policy On Therapeutic Abortions

1. The nursing service at Sutter Roseville Medical Center respects its members' moral, ethical, and religious preferences regarding their participating in therapeutic abortions. Therefore, no member of nursing service who has declared her/his position of non-participation in therapeutic abortions shall be expected to assist in this procedure except in the case of an emergency.
2. Nursing service shall implement this policy by:
 - a. Polling all members of the nursing service who currently work in the surgical area as to their preference regarding participation in therapeutic abortions. These preferences will be recorded in a file to be kept in the surgical area. Those individuals on record who do not wish to participate in therapeutic abortions will not be scheduled for these cases, except in the case of an emergency.
 - b. All new members of the nursing service who will be working in the surgical area will be polled as to their preference at time of hire, with this information also to be kept in the file in the surgical area. The new employee's preference will also be respected in scheduling personnel for therapeutic abortions, except in the case of an emergency.
 - c. In the event a member of nursing service in the surgical area experiences a change in philosophy regarding participation in therapeutic abortions, s/he will advise the department director in a timely fashion and the file will be changed to reflect this preference.

ARTICLE 20 SAVINGS CLAUSE

If any provision of this Agreement is found to be unlawful as the result of a final decision by a State or Federal court or agency having authority to render such decision, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 21 NO DISCRIMINATION

No employee or applicant for a bargaining unit position shall be discriminated against because of membership in the Union or activities on behalf of the Union. The Union

agrees that the employees covered by this Agreement shall be admitted to membership in the Union without discrimination.

Neither the Employer nor the Union shall discriminate for or against any employee or applicant for a bargaining unit position on the basis of race, color, religion, national origin, age, pregnancy, ancestry, marital status, physical disability, mental disability, medical condition, sex, sexual preference, or any other characteristic protected by law.

ARTICLE 22 EMPLOYEE CATEGORIES

A. Regular Full-Time

1. A regular full-time employee is one who is regularly scheduled to work eighty (80) hours in a fourteen (14) -day pay period.
2. Regular full-time employees are eligible to participate in all Employer benefit programs specified in this Agreement upon satisfying the eligibility requirements specific to the benefit program.

B. Regular Part-Time

1. A regular part-time employee is one who is hired for less than full-time but is regularly scheduled to work forty (40) or more hours, but less than eighty (80) hours in a fourteen (14) day period.
2. Regular part-time employees, upon completion of the ninety (90) day probationary period, are eligible to participate in all Employer benefit programs on a prorated basis upon satisfying the eligibility requirements specific to the benefit program.
3. Part Time Reclassification: Upon ratification of this contract, a regular part-time employee who is assigned to work for a period in excess of 120 days above their scheduled FTE status, for purposes other than leave of absence relief as defined in Article 10, shall upon request, have their FTE status increases.

The Union and the Medical Center agree that regular employees have no right to be assigned hours above their designated FTE status (i.e. extra hours) and that the Medical Center may opt to include extra hours in a new or increased FTE position, including a position awarded pursuant to this section, rather than assign those extra hours to a part-time employee

4. Regular part-time employees may purchase supplemental life insurance coverage in accordance with the Flex Benefit Plan.

C. Short-Hour

1. A short-hour employee is one who is hired to work less than forty (40) hours in a fourteen (14) day pay period but is regularly scheduled at least one (1) eight (8) hour shift, but less than five (5) eight (8) hour shifts in such pay period, or any combination of less than eight (8) hour shifts, which total fewer than forty (40) hours. Short hour employees may be scheduled to fill positions available by reason of vacation, illness, injury, or leaves of absence of other employees.
2. Short-hour employees are not eligible for Employer benefit programs, except:
 - a. When a short-hour employee works a total of 1,000 hours in a twelve (12) month period, s/he is eligible to participate in the Retirement Program.
 - b. All short-hour employees who are currently participating in the insurance and dental program shall continue to do so unless they fall below eighty-three (83) hours in a month.

After August 1, 1989 short-hour employees who are not participating in the insurance programs will not be eligible to participate.
 - c. Short-hour employees receive two dollars and twenty-five cents (\$2.25) per hour in lieu of benefits in addition to the base wage rate assigned.

D. On-Call

1. An on-call employee is employee is employed to work on an "as needed" basis to cover vacations, holidays, absences due to illness, personal emergencies and unanticipated volume increases. On-calls maybe prescheduled to work when scheduling needs are not met by the unit's full and part-time employees on straight time schedule.
2. On-call employees are not eligible for Employer benefit programs, except:
 - a. When an on-call employee works a total of 1,000 hours in a twelve (12) month period, s/he is eligible to participate in the Retirement Program. The Human Resources Department is responsible for monitoring hours worked by on-call employees and will appropriately notify employees of eligibility.
 - b. On-call employees receive two dollars and twenty-five cents (\$2.25) per hour in lieu of benefits in addition to the base wage rate.
 - c. A short-hour or on-call employee who is regularly assigned for a period in excess of ninety (90) calendar days to work a schedule of

twenty (20) hours a week or more for purposes other than leaves of absence relief as defined in Article 10 shall be reclassified as a regular full-time or regular part-time employee.

3. On-call employees may be terminated if they refuse to work pre-scheduled assignments or are unable to meet the following minimum availability requirements:
 - a. Available to work at least one of the following shifts: Thanksgiving (night, day, or PM), Christmas Eve (PM or night), Christmas Day (day or PM), New Year's Eve (PM or night shift), or New Year's Day (day or PM shift).
 - b. Available to work at least two of the designated Holidays, other than Thanksgiving, Christmas, and New Year's.
 - c. Available to work a minimum of seven (7) shifts per schedule period (4 weeks), at least two of which must be weekends, evenings or nights. Employees working ten (10) or twelve (12) hour alternative work schedules must be available to work a minimum of five (5) shifts per schedule period (four [4] weeks), at least two (2) of which must be weekends, evenings, or nights.
 - d. For units requiring standby, the availability requirements set forth above may be satisfied by providing availability to work the designated shifts as standby shifts.
 - e. Availability must be submitted to the department director at least two (2) weeks prior to the final posting date of the next schedule period.
 - f. On-call employees who have been scheduled to work but are not needed, may be required to float or be called off in the order provided by this Agreement.
 - g. An unworked shift for which any On-call employee has been scheduled to work but is not needed, shall be counted towards satisfying the On-Call's availability obligation.
- E. Temporary. A temporary employee is defined as one who is employed to work for the duration of a specific project or period of time, not to exceed a one hundred eighty (180) calendar day period, which shall be subject to renewal, or in the case of filling a job vacancy created due to a disability or an on-the job injury for a period of up to one year, and who has no reasonable expectation of employment beyond completion of the project or period. Temporary employment includes, but is not necessarily limited to, construction work, students working during school holidays or vacations, student technicians, and

student nurses. To the extent possible, the Employer will use regular employees rather than temporary employees.

ARTICLE 23 TERMINATION AND DISCIPLINE

- A. Just Cause. Employees may be discharged or disciplined for just cause, provided, however, probationary employees may be discharged or disciplined at the Employer's sole discretion and without recourse to the grievance and arbitration procedure, except that the discharge of a probationary employee for alleged discrimination as defined in Article 21 shall be subject to the grievance and arbitration procedure.

- B. Timely Disciplinary Action/Weingarten Rights. It is the intent of the Medical Center to take disciplinary action within ten (10) days (excluding Saturday, Sunday, Holidays and the employee's and manager's days off) of the date of the alleged offense or discovery thereof. Employees, shall be informed of her or his right to have Union representatives present at disciplinary interviews and will be given a reasonable period of time, not to exceed twenty-four (24) hours, in which to secure the representation. If a shop steward is working at the Medical Center and it is necessary to have an investigatory meeting during the time the employee is on duty, the Medical Center shall arrange for the shop steward to be released from her or his duties to attend the investigatory meeting and the steward shall be compensated regular straight time for the meeting.

- C. Personnel File. Formal performance evaluations, conference memoranda, and formal letters of warning shall become part of the employee's personnel file. Employees shall be given an opportunity to read, sign, and attached written comments to formal performance evaluations, conference memoranda, or formal letters of warning prior to the placement of such materials in the employee's personnel file.

- D. Removal of Discipline From Personnel File. Excluding discipline for harassment, safety, violence and other legal issues, Conference Memos will not be used to substantiate any further discipline or be presented by the Medical Center in any of the steps of the Grievance Procedure for purposes of progressive discipline one (1) year following the date of the Conference Memo provided there is no further disciplinary action taken during this period. For purposes of calculating the one (1) year period, leaves of absences are not included.

ARTICLE 24 WAGES

- A. Wage Grid Effective, November 20, 2009. The wage grid attached hereto, as Appendix A is effective the first day of the pay period that includes November 20, 2009
- B. Wage Grid Effective, May 20, 2010. The wage grid attached hereto, as Appendix B is effective the first day of the pay period that includes May 20, 2010
- C. Wage Grid Effective, May 20, 2011. The wage grid attached hereto, as Appendix C is effective the first day of the pay period that includes May 20, 2011
- D. Wage Grid Effective, May 20, 2012. The wage grid attached hereto, as Appendix D is effective the first day of the pay period that includes May 20, 2012
- E. Premium For Lead Positions. There shall be a five percent (5%) premium for employees designated as "Lead" in the following positions: Sterile Processing Lead Technician, Lead Respiratory Care Practitioner, Lead Radiology Technologist, Lead Nuclear Medicine Technologist, Lead Food Service Assistant., Lead Environmental Service Aide and Lead Ultrasound Non-invasive Technologist.

Remove Lead Environmental Service Aide and Lead Ultrasound Non-invasive Technologist from the Wage Scales (Appendix A, B, C)
- F. Registration Premiums for Respiratory Care Practitioners. Respiratory Care Practitioners receive a differential of five percent (5%) when they become registered, or receive and provide documented proof of additional certifications as listed: CPFT and RPFT
- G. Radiology Special Procedure Premium. Employees in Radiology who perform in a specialty area such as CAT Scan or special procedures shall receive a premium of one dollar (\$1.00) per hour for all hours performing such work.
- H. Certification Premium. Unit Secretaries and Central Distribution Technicians who have achieved National Certification, shall receive a twenty-five cent (\$.25) premium for all hours worked. This premium applies only to full-time and regular part-time employees. In addition, in order to be eligible for the premium, the employee must take all necessary steps required to maintain his or her certification. Certified employees on the payroll August 1, 1994 shall retain their differential if they become a Service Partner.
- I. Food Handling/Change of Pace/Off-Site Premium. Food service assistants assigned to perform food handling work shall be paid a premium of twenty-five cents (\$.25) per hour for such work. "Food handling" shall be defined as AM

Cold, AM Prep, AM and PM Porter, Cash, Position 21 and AM and PM Cafeteria. The food handling premium shall also be paid for hours spent doing food handling work for special functions. The premium will apply to Cooks only for hours worked on "Change of Pace Menu" days. The premium shall also apply when work is performed at off site locations that are not part of the Medical Center.

- J. EVS Special Projects. Employees in Environmental Services assigned to perform "special projects" as defined below shall be paid a premium of seventy-five cents (\$.75) per hour for actual hours worked in such assignments. "Special projects" as used herein means: 1) the process of carpet shampoo and extraction; 2) floor refinishing (stripping and waxing); and 3) wall washing when such washing lasts four (4) hours or more on a given shift. "Special projects" as used herein shall not include normal cleaning of areas of the Medical Center including, but not limited to, post-discharge room cleaning, post-surgery O.R. cleaning, etc.
- K. EVS Trash Assignment. Environmental Services employees assigned to the trash route shall receive a twenty-five cent (\$.25) per hour premium for hours spent on such assignment.
- L. Promotions. Each employee shall be placed at the step of the new job classification which results in at least a ten cent (\$.10) increase in the employee's base hourly rate by virtue of any promotion s/he receives. For purposes of this Section, a promotion shall be defined as a position in a different and higher paying classification. Employees receiving a promotion shall be eligible for a step increase one (1) year from the date of their promotion. This new date will become their new step increase date.

The Medical Center will credit experience in same or comparable positions in JCAHO accredited acute care hospitals based on the following schedule.

Years of Experience	Step
Less than 2 years	1 (<i>Within the last two (2) years of current experience</i>)
2.1 years but less than 4.9 years	2 (<i>Within last 4.9 years of current experience</i>)
5 years but less than 7.9 years	3 (<i>Within last 7.9 years of current experience</i>)

8+ years	4 (Within last 8+ years of current experience)
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- M. Expand credit for the classifications of EVS and Food Service Workers to include all related experience. (Not limited to experience in JCAHO accredited acute care hospital)
- N. US/NA. Persons in the “combined position” of US/NA position will be paid at Grade 5N.
- O. Interpretation of Basic Arrhythmia’s by US/NA. Employees in the classification of NA/US who are competent in and also required by the assigned unit to interpret basic arrhythmia’s, shall be paid thirty-five cents (\$0.35) per hour premium while assigned to such units.
- P. Cell Saver Premium Pay. An Anesthesia Technician who is competent in and required by the Surgery Department to operate auto transfusion (cell saver) equipment shall be paid one dollar and fifty cents (\$1.50) per hour while assigned to such activity.
- Q. Longevity Bonus Program. The Medical center shall pay all regular full-time and regular part-time employees an annual cash bonus upon completion of five (5) years of service in a regular full-time or regular part-time position. The Longevity Bonus shall be paid on the employee’s anniversary date and shall be paid every year thereafter provided the employee meets the eligibility criteria. Short-hour, temporary and casual employees are not eligible. The award amounts are based on a regular full-time employment. Employees working part-time will receive a pro-rated amount based on his or her regularly scheduled hours. The Longevity Bonus shall be paid as follows:

Years of Eligible Service	Annual Longevity (Full Time Amounts)
5-9	\$ 200
10-14	\$ 300
15-19	\$ 400
20-24	\$ 500
25-29	\$ 600
30-34	\$ 700
35 or More	\$ 800

R. Shift Differentials. Employees eligible for PM and Night shift differentials shall be paid according to the following schedule:

PM	Nights
\$1.75	\$ 2.05

S. Weekend Differentials. Employees eligible for weekend shift differentials shall be paid according to the following schedule:

Weekends
\$1.35

The weekend differentials paid for all hours worked on weekends. Additionally, eligible employees shall receive the applicable PM and or Night shift differential added to their weekend shift differential.

T. Application of Differentials. The payment of the applicable shift differential (PM, Nights, and Weekend) shall be based upon the majority of hours worked by the employee. If the majority of hours worked are equal, the employee shall be paid the higher of the two (2) shift differentials.

ARTICLE 25 UNION VISITATION

A. Visiting Medical Center/Meeting with Employees. Duly authorized representatives of the Union shall be permitted to visit the Medical Center and meet with employees for the purpose of administering this Agreement, subject to the following conditions:

1. Notice Upon Entering. Each representative shall advise the Employer of each visit upon entering the Medical Center.
2. Employer Rules. Representatives shall be subject to general Employer rules.
3. Non-Interference. Representatives shall not interfere with any employee's work, Medical Center services, or patient care.

B. Shop Stewards

1. Shop Steward Designation. The Employer recognizes the right of the Union to designate shop stewards from employees within the bargaining unit. The authority of shop stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances to the Employer or designated representative in accordance with the provisions of this Agreement.
 - b. The transmission of such messages and information;
 - 1) That have been reduced to writing; or,
 - 2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with the employer's work operation.
2. Meeting Rooms. Consistent with the Medical Center's administrative policy, the Medical Center will make hospital meeting rooms available to the Union to conduct meetings for SEIU UHW-WEST members employed by the Medical Center and will waive the requisite charge for the use of such meeting rooms.
3. Time To Attend Meetings. A shop steward will normally perform her/his duties outside her/his work hours. However, the Medical Center will allow a reasonable amount of paid work time to a shop steward to attend meetings with Medical Representatives, subject to prior approval by the shop steward's supervisor. Shop stewards, not to exceed twelve (12) and not from the same department/unit, will be permitted to leave their scheduled worked hours to attend the monthly shop steward meeting so long as their attendance will not result in a short staffing situation, as determined by their respective supervisor/manager, or the replacement of the shop steward, which will result in the Medical Center incurring overtime/meal penalty payment. The Medical Center shall grant no more than one (1) hour per month. Stewards not scheduled to work will not receive any pay for attendance at such meeting(s). The one (1) hour of paid release time shall not be included in overtime calculation.

ARTICLE 26 EDUCATIONAL LEAVE

- A. Benefits. Regular employees shall be entitled to paid hours for Educational Leave each calendar year to attend courses, workshops, or programs of a job related educational nature, including re-licensure, according to the following schedule:

<u>Length of Service</u>	<u>Annual Time Off Allowance</u>
Fewer than 5 years	FT - 24 hours PT - 16 hours
5 to 10 years	FT - 32 hours PT - 20 hours
More than 10 years	FT - 40 hours PT - 24 hours

Home Study: If the course is a home study program, the employee shall receive paid education hours equal to the continuing education units the course provides up to a maximum of sixteen (16) hours.

1. Application. Regular employees will be eligible for Education Leave provided the employee makes a written application at least four (4) weeks in advance of the course, workshop, or program s/he wishes to attend. Such written application shall describe the nature of the course, workshop, or program and how it is related to the employee's job.
2. Permission. The employee obtains permission from her/his supervisor or department director to attend. Such permission shall not be withheld unreasonably.
3. Staffing. Such leave shall not interfere with the staffing of the employee's department.
4. Length of Employment. The employee has been employed at least six (6) months prior to the beginning of the calendar year within which the educational leave is being requested
5. Admission Fee Reimbursement. Benefit eligible employees shall be reimbursed for the cost of admission fees when the course work is job related or related to future promotional opportunities with the Employer, the department budget allows, and approval is gained through the department director and assistant administrator before registration for any course. Admission Fee reimbursement shall not be unreasonably denied.
6. Tuition Reimbursement. Benefit eligible employees shall be reimbursed for the cost of tuition and enrollment or admission fees and cost of course books when the course work is job related or related to future promotional opportunities with the Employer, the department budget allows (The

Employer shall not unreasonably deny the application based upon budget dollars), and approval is gained through the department director and assistant administrator before registration for any course.

7. The Medical Center will provide tuition reimbursement to a benefit eligible employee for 100% of course tuition, enrollment or admission fee's and cost of course books to a maximum of \$2,000 per calendar year provided:
 - a. The employee has completed one year of continuous service and maintains regular benefit eligibility status for the duration of the course.
 - b. The course is part of (1) a GED, High School an associate, baccalaureate, masters or doctoral program or an English as a Second Language course, (2) and is offered by an accredited institution, and (3) is offered by a legitimate business concern;
 - c. The course does not conflict with the employee's work schedule including standby requirements;
 - d. The employee obtains reimbursement approval by his/her unit manager with concurrence of the line administrator prior to the course beginning date;
 - e. Attendance at the course is unpaid; and
 - f. The employee submits the reimbursement request within one hundred and twenty (120) days of the course completion, which includes evidence of a passing grade and receipts.
 8. If the employee voluntarily terminates his/her employment or voluntarily significantly reduces (.2 or greater) his/her employment hours during twelve (12) months following the completion of the course such employee hereby authorizes the Medical Center to deduct fifty percent (50%) of the above reimbursement paid by the Medical Center from his or her paychecks or final paycheck or PTO pay out.
- B. Non-Accrual Leave. Education leave shall not be cumulative from year to year. An employee who does not apply for such leave waives it for that year. The only exception to this rule of non-accumulation will occur if an employee makes a proper application, as defined in this Article, and that application is denied by the employee's supervisor or department manager and no other comparable course, workshop, or program is available that year.
- C. Night Shift. With the exception of employees regularly scheduled on the night shift, educational leave shall only be paid for that portion of an approved course,

workshop, or program that conflicts with the employee's regularly scheduled working time. A night shift (as opposed to day or evening shift) employee who is currently licensed, certified or registered as defined by the collective bargaining agreement who attends educational programs which would otherwise qualify under the educational leave and pay provisions but fall entirely outside of the employee's night shift may accumulate such educational leave time until he/she has accumulated the equivalent of a full shift. At that time, equivalent paid time off at the mutual convenience of the facility and the employee will be arranged. The employee must make available appropriate documentation of hours spent in such programs so that accumulations may be calculated easily.

- D. Employees. For Purposes of this section .9 employees will be considered Full Time.

ARTICLE 27 TRAINING AND UPGRADE FUND

Sutter Roseville Medical Center agrees to establish a Training & Upgrade Fund in which it will contribute at least .25% of gross payroll of SEIU-represented employees at the Medical Center. The training fund shall be jointly administered by four representatives chosen by the Union and four representatives chosen by SRMC. One of the Union's representatives may be, at the Union's sole discretion, a SEIU staff representative. SRMC will continue to pay all SEIU-represented employees who are employed by SRMC and who serve on the committee for time spent in the administrative meetings of the fund, up to their scheduled FTE hours.

The purpose of the fund shall be to provide training and retraining opportunities, including reduced work schedules, child care, adult basic education, and other training programs that will enable SRMC employees to pursue enhance career opportunities with SRMC. SRMC agrees to bear all administrative costs to the program(s) and the .25% annual contribution. The administrative costs will be paid from the training fund. It is the intent of the parties that the fund is to be fully expended each year.

Decisions made by the jointly administered fund shall be by consensus and if consensus cannot be reached, the committee members will vote, with representatives from both parties being in equal numbers.

ARTICLE 28 BULLETIN BOARDS

Upon submission by the Union to the Human Resources Department of the Medical Center of an official Union notice related to union meetings, union elections, or other union informational literature. The Union agrees it will not post materials that are derogatory of any of the Employers sponsors, officers, executives, representatives, employees, or the quality of patient care within the facility. The Employer agrees that it will not post materials that are derogatory of the Union, its officers or labor

representatives. The Medical Center will promptly post such notice in a lockable glass enclosed bulletin board (minimum specifications approximately 34 inches by 28 inches) provided by the Medical Center and located in a main corridor leading to the Medical Center's cafeteria. Bulletin boards, located in the hall way between the Emergency Department and Diagnostic Imaging, the new bed tower, Sutter Rehab Institute and the Outpatient Surgery Department will be provided to the union and the above criteria for posting of information shall apply. A shop steward designated by the Union will have keys to the bulletin boards and keys will be maintained in Human Resources. Such notice will remain posted for a reasonable time commensurate with its purpose. If the Medical Center provides bulletin boards in employee lounges upon which employees can post information not related to Medical Center business, the Union may post information on those bulletin boards as well, in a manner consistent with this Article.

ARTICLE 29 SALE, MERGER, TRANSFER, OR ASSIGNMENT

- A. It is the intent of the parties that this Agreement shall remain in force and during the term of this agreement. In the event of a sale, merger, transfer of ownership or assignment, of the Medical Center in the whole or in any part in which bargaining unit employees are regularly assigned to work, the Medical Center will notify the Union at least sixty (60) days prior to the effective date of such action.
- B. The Medical Center shall not use any sale, merger, transfer or assignment for the purpose of evading the terms of this Collective Bargaining Agreement (CBA). This CBA, during the term of the CBA, shall be binding on the Union, the Medical Center.

ARTICLE 30 AMERICANS WITH DISABILITIES ACT

- A. The parties recognize that they have obligations under the Americans with Disabilities Act ("ADA") to combat discrimination based on disability. It is recognized that from time to time a term or condition of employment contained in this Agreement may have to be modified by mutual agreement to accommodate an individual employee[s] or applicant[s] who is [are] disabled.
- B. Upon the request of either party the Union and the Medical Center shall meet and negotiate regarding the need to modify a provision or provisions of this Agreement as it [they] applies[y] to a disabled individual[s]. Any agreement reached shall be reduced to writing in a side letter which shall become an appendix to this Agreement and incorporated by reference. Said letter shall delineate the modification and the individual or group to which it applies.

- C. Should the bargaining process result in a disagreement between the parties over what, if any, modification to the Agreement is necessary under ADA, the dispute shall be submitted to final and binding arbitration under the arbitration provision of the grievance procedure of the Agreement. The Arbitrator shall have authority to fashion an appropriate remedy including establishing a new rate of pay, or modification of job duties, provided that there shall be no adverse consequences to other bargaining unit employees.

ARTICLE 31 EMPLOYMENT SECURITY

- A. Employment Security. The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and /or other mutually agreed upon mechanisms to accomplish this goal. Insofar as practicable, the Medical Center will make every effort to avoid displacing regular employees, *i.e.*, reductions in force, reduction in hours, daily cancellations and job elimination on a temporary, indefinite or permanent basis.
1. Work Force Planning Committee. The parties will establish a Work Force Planning Committee, as provided in Section B below.
 2. Daily Cancellations of Regular Employees. Prior to implementing any involuntary daily cancellation of regular full-time and part-time employees, The Medical Center will identify other departments at the Medical Center where there is work available that the employee has been cross-trained to perform. If such work is available, the employee shall be notified, and the employee may accept the offer of work, or exercise his or her option to utilize PTO or vacation for the day(s) or take time off without pay. The Medical Center will keep records of its efforts to comply with this provision, which shall be available for review at reasonable times by employees upon request. The parties agree to the principle that cancelled employees should receive work for which they are qualified, as described above, before additional hours are given to other employees. Such preference to cancelled employees shall not result in bumping or displacing employees from additional work that was pre-scheduled, *i.e.*, scheduled prior to the cancellation.
 3. Replacement of Call-Offs. In the event employees are absent, the Medical Center will use every reasonable effort to replace such employees if the Medical Center sees the need to do so from an operational standpoint. If

employees who are absent are not replaced, the remaining employees will be expected to perform only a normal full day's work.

4. Reduction in Scheduled Hours for Regular Employees. Prior to implementing any reductions in the scheduled hours of a regular full-time or regular part-time employee, the Medical Center shall identify any potential job opportunities that may exist within the Medical Center for employees whose hours may be affected. Available casual work for which the employee is qualified also may be used to supplement the reduced hours.
5. Permanent or Indefinite Displacement of Regular and Short Hour Employees. Prior to implementing any permanent elimination of regular or short hour positions, the Medical Center shall identify any potential job opportunities that may exist at the Medical Center and will assist in facilitating the transfer of regular employees whose jobs have been eliminated to vacant positions for which they may be qualified to perform with appropriate orientation and/or on the job training of no more than sixty (60) calendar days. If the Medical Center is not successful in identifying an appropriate vacant position for the displaced employee, the parties agree that the Workforce Planning Committee may review the Medical Center's processes for identifying position vacancies and confirm that reasonable efforts were made to find appropriate job opportunities. The committee shall be notified of the failure to identify an appropriate vacant position prior to the Medical Center's issuance of the notice of layoff and be given the opportunity to meet prior to the actual displacement.
6. Workforce Planning Committee Review. If the Medical Center is not successful in identifying an appropriate vacant position for the displaced employee, the parties agree that the Workforce Planning Committee may undertake a non-binding review the Medical Center's processes for identifying position vacancies and confirm that reasonable efforts were made to find appropriate job opportunities. The committee shall be notified of the failure to identify an appropriate vacant position prior to the Medical Center's issuance of the notice of layoff and be given an opportunity to meet prior to the actual displacement. The Medical Center will assist a regular full-time and regular part-time employee in identifying other job opportunities at other Sutter Health affiliates if another position or additional work is not identified at the Medical Center for the employee under sections 3 and/or 4 above.
7. Identification of Job Opportunities. The Medical Center will assist a regular full-time and regular part-time employee in identifying other job

opportunities at other Sutter Health affiliates if another position or additional work is not identified at the Medical Center for the employee under sections 3 and/or 4 above. Except as specifically provided above, it is not the intent of the parties to prefer less senior affected employees for vacancies or retraining before more senior qualified employees. In such cases, the parties will fill vacancies for positions and retraining opportunities by seniority, as provided for by the terms of this Agreement, and then use any resulting vacant positions for the lower seniority affected employees.

- B. Retraining Opportunities by Seniority. Except as specifically provided above, it is not the intent of the parties to prefer less senior affected employees for vacancies or retraining before more senior qualified employees. In such cases, the parties will fill vacancies for positions and retraining opportunities by seniority, as provided for by the terms of this Agreement, and then use any resulting vacant positions for the lower seniority affected employees.
- C. Work Force Planning Committee. The Medical Center will establish a Work Force Planning Committee consisting of three (3) bargaining unit employees, one (1) union representative, and four (4) representatives of management. The Work Force Planning Committee shall meet at least every other month upon submission of an agenda by the Union or more frequently by mutual agreement of the parties. The Work Force Planning Committee may meet more frequently by mutual agreement of the parties. Each meeting of the Work Force Planning Committee shall not exceed two (2) hours absent mutual agreement of the parties. Employees on the Work Force Planning Committee will be paid for such meetings that fall during the employees' normal working hours. Except as may be provided by law, attendance at Work Force Planning Committee meetings will not result in any overtime or premium payment obligations

Work force planning contemplates the use of a proactive approach to identifying potential issues before they become problems. The Work Force Planning Committee may discuss the following: (1) the identity of current and anticipated vacancies, including vacancies that may be available for employees facing displacement; (2) projected changes in the healthcare field; (3) the impact of the Medical Center's announced business plans on the workforce; (4) identifying competencies of various positions to assist in identifying retraining opportunities; (5) retraining opportunities, including working with managers on developing cross-training programs and other employment development programs; (6) discussing appropriate consolidation of casual hours, short-hour positions and part-time positions in an effort to retain regular positions; (7) seeking governmental funding for education and retraining opportunities for employees; and (8) exploring programs to identify available positions for displaced employees at other Sutter Health affiliates.

- D. Inter-Affiliate Employment. An advantage of being affiliated with a multi-affiliate healthcare system is expanded employment opportunities. Consistent with its Inter-Affiliate Employment (“IAE”) policy, the Medical Center shall recognize the years of service of employees at affiliated institutions in the system. After an employee is hired by the Medical Center, his or her system-wide seniority for benefit purposes will be used by the Medical Center. For a reduction in force or recall, only Medical Center seniority shall be used.

To assist regular employees who are facing layoff from other Sutter Health affiliates, the Medical Center shall provide preference in hiring to qualified employees laid off from other Sutter Health affiliates over other outside applicants. In addition, such applicants who are hired by the Medical Center shall be placed on the salary schedule with full credit for years of service at other Sutter Health affiliates, consistent with the applicable Medical Center IAE policy.

- E. Recall of Employees From Layoff. Recall rights shall extend for two years from the date of layoff. Recall of employees to regular positions in a regular particular classification and department from an indefinite layoff shall be by seniority, provided the employee returning to work meets the minimum qualifications of the position for which he or she is recalled as of the time of recall or within no more than a sixty (60) day period, including orientation, re-orientation, and on-the-job training. Laid off employees who are expected to perform the work adequately within a sixty (60) day period, but who fail to do so shall be returned to the recall list as if the recall had not occurred.

- F. Severance Pay and Benefits: Eligible employees affected by an Involuntary permanent reduction in the workforce may be eligible for severance pay and other benefits to assist in the transition to a new career, guidelines as provided below:

I. Guidelines:

A. Definitions:

1. Years of Eligible service: For severance pay and benefit purposes, “years of eligible service” shall mean the employee’s recognized length-of-service credit in a benefit-eligible, regular status position, based on the system adjusted hire date (in Lawson, this is referred to as the “Adjusted Hire Date”)
2. Weeks of Benefit: Each “week” of severance is equal to current scheduled hours per week as indicated in the Payroll Master File which is scheduled hours per pay period divided by two (2).
3. Reasonable Geographic Region: An open position within a sixty (60) mile radius from original worksite will be considered

reasonable from an employee's current position on the date of termination

4. Reasonable Comparable Position: A position will be considered a comparable position if it has similar duties and skill requirements, similar base salary (within 20%), and similar work schedule (within 20%) and within a reasonable geographic region.

B. Eligibility:

1. Only regular full-time or part-time employees (regularly scheduled to work forty (40) or more per pay period, who are laid off due to an involuntary reduction in staff, are eligible. (In Lawson, the hours regularly scheduled to work are referred to as the "Standard Hours"
2. Limited-Term, Temporary, Short-hour and Casual employees are not eligible for severance pay or benefits.
3. An employee, who declines an offer of employment in a reasonably comparable position within SRMC or an SH affiliate, is not eligible for severance pay or benefits.
4. If a function, department, or business entity of the Medical Center is sold or acquired and an employee is offered a reasonable comparable position with the purchasing or acquiring entity, the employee will not be eligible for any of the pay or benefits under this policy guideline, even if the employee elects not to accept the position offered.
5. Severance benefits payable to an employee after a new temporary employment, limited term, or special project employment, in a reasonable comparable position with a Sutter Health affiliate, will be suspended until such employment ends. The remaining severance will continue to be paid on a salary continuation basis.

C. Severance Plan Benefits:

1. Method of Payment and Calculation:
 - a. Severance pay is paid on a salary continuation basis, every two (2) weeks, coincident with the pay cycle for actively working employees.
 - b. The amount of severance will be calculated using the employee's current scheduled hours per week times the

hourly, straight time rate of pay plus any applicable shift differential.

1. No adjustment will be made because an employee has been working less or more than scheduled.
2. Any payment in lieu of notice shall be subtracted from the severance payment.
3. Amount of Benefit: One (1) week of pay for each year of recognized service (Adjusted Hire Date), up to a maximum of twenty-six (26) weeks of pay. Minimum benefit is one (1) week; maximum benefit is twenty-six (26) weeks.

D. Other Severance Benefits:

1. Cobra Health Coverage and Payment:

If an employee or his/her spouse or domestic partner is enrolled in any Sutter Health sponsored health insurance coverage (medical, dental or vision) at the time employment ends, that coverage will conclude at the end of the month following the date of termination. The employee will be advised of his/her COBRA rights as required by law subsequent to the termination. The actual election and premium payment for COBRA continuation of coverage will be the responsibility of the terminating employee. However, if an employee elects COBRA coverage at the time employment ends, SRMC will pay an additional lump sum dollar amount equivalent to the monthly COBRA premiums, through the month in which severance benefits end. This lump sum payment will be considered taxable income and subject to all applicable taxes.

Years of Recognized Eligible Service	Cobra Health Coverage Payment
0-4	1 month
5-8	2 month
9-12	3 month
13-16	4 month
17-20	5 month

2. Early Retiree Medical Access (ERMA): If the employee is eligible for ERMA at the time of severance and chooses to elect ERMA, SRMC will cover the employee for the same amount of months that they are eligible for COBRA as listed in the chart above.
3. Employee Assistance Program (EAP): The employee will be able to utilize the EAP for up to five (5) visits during the ninety (90) day period immediately following the effective date of the employee's layoff date.
4. Tuition Reimbursement: An employee will be eligible to receive tuition reimbursement provided he/she had received written approval for tuition reimbursement, was enrolled and actively participating in an approved course prior to the notification date of the reduction of staff, and continues to meet the policy guidelines for tuition reimbursement (with the exception of being employed by SRMC when the approved course ends).

II. Severance Benefits will cease or be reduced for the following reasons:

- A. If the employee obtains a position at the Medical Center or another Sutter Health affiliate that is equal in pay and hours, the remaining severance benefits will terminate.
- B. If the employee obtains a position at the Medical Center or another Sutter Health affiliate that is less than the employee's prior position at the Medical Center in terms of pay or hours, the Medical Center will pay the difference, if any, of the employee's monthly base salary over the amount that would have been paid out to the employee. Such a payment will be made in a lump sum.
- C. If the employee obtains employment with any employer outside the Sutter Health system before the end of the severance period, severance payments will cease and SRMC will pay the employee in a single lump sum, equal to fifty percent (50%) of the unpaid amount that would have otherwise been paid.
- D. Once an employee reaches his/her maximum amount of severance benefits, the benefits will terminate.

- E. If the Medical Center receives credible information demonstrating any of the following:
 - 1. The laid off employee is not actively seeking re-employment.
 - 2. The employee discloses proprietary information that is confidential.

- F. The affected employee will be given notice of this information and an opportunity to respond prior to the termination of the employee's severance payments under this provision.

If employee becomes deceased, the remaining severance amount will be paid to his/her estate.

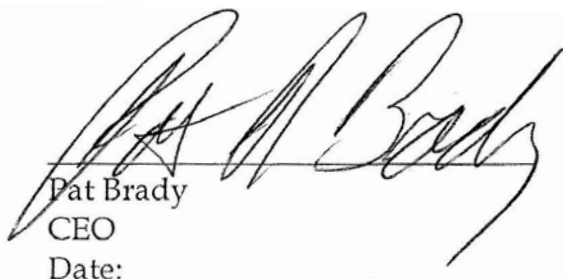
- G. ESL Payout: Fifty percent (50%) of an employee's ESL bank up to a maximum in the ESL bank of 125 hours shall be paid out upon termination to employees affected by a reduction in force and who are eligible to receive severance benefits.

ARTICLE 32 TERM OF AGREEMENT

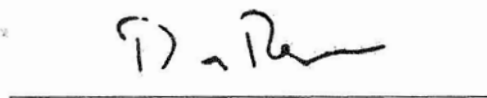
The term of this Agreement shall be from November 20, 2009. It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend, or terminate it at least ninety (90) days, but not more than one hundred twenty (120) days, prior to December 14, 2012, or any December 14 thereafter if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten (10) days advance written notice by either party of its termination, but such notice may not be given sooner than ten (10) days before expiration date.

For the Employer:
SUTTER ROSEVILLE MEDICAL
CENTER

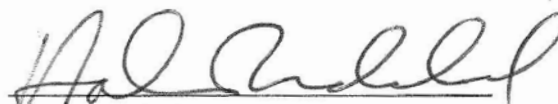
For the Union:
SEIU UNITED HEALTHCARE
WORKERS-WEST



Pat Brady
CEO
Date: _____



Dave Regan
Trustee
Date: _____



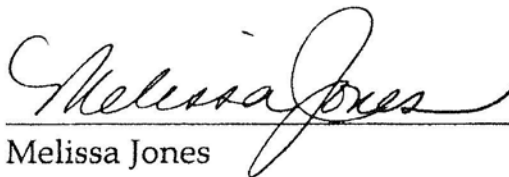
Hal Ruddick
Director



Carrie Cianchetti
Chief Negotiator



Nicole Otewalt
OR Tech
Bargaining Committee Member



Melissa Jones
US/NA TNI
Bargaining Committee Member



Teresa Dyer
US/NA ICU
Bargaining Committee Member



Cheryl Allen
OR Tech
Bargaining Committee Member



Bruce Allen
Rad. Tech
Bargaining Committee Member



Jerry Codromac
CPD Tech
Bargaining Committee Member

May 2010 Wage Grid									
SEIU Effective Date: 05/16/10									
Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Anesthesia Tech FT/PT	08	\$ 19.39	\$ 20.15	\$ 20.96	\$ 21.79	\$ 22.67	\$ 23.58	\$ 24.51	
Cen Dst Tech FT/PT	04	\$ 16.14	\$ 16.78	\$ 17.44	\$ 18.15	\$ 18.87	\$ 19.62	\$ 20.41	
Cook FT/PT	07	\$ 19.03	\$ 19.79	\$ 20.57	\$ 21.40	\$ 22.24	\$ 23.14	\$ 24.08	
Critical Care Tech FT/PT	08	\$ 19.39	\$ 20.15	\$ 20.96	\$ 21.79	\$ 22.67	\$ 23.58	\$ 24.51	
Dispatcher	02L	\$ 16.39	\$ 17.05	\$ 17.72	\$ 18.43	\$ 19.16	\$ 19.94	\$ 20.74	
EEG Tech FT/PT	09	\$ 22.77	\$ 23.69	\$ 24.64	\$ 25.62	\$ 26.65	\$ 27.71	\$ 28.82	
Emergency Room Tech FT/PT	08	\$ 19.39	\$ 20.15	\$ 20.96	\$ 21.79	\$ 22.67	\$ 23.58	\$ 24.51	
Environ Svcs Aide FT/PT	01	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.24	\$ 17.93	\$ 18.65	\$ 19.40	
Food Serv Asst FT/PT	01	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.24	\$ 17.93	\$ 18.65	\$ 19.40	
Food Service Storerm Clk FT/PT	05	\$ 16.98	\$ 17.66	\$ 18.36	\$ 19.10	\$ 19.86	\$ 20.65	\$ 21.49	
Grill Person FT/PT	03	\$ 15.82	\$ 16.44	\$ 17.10	\$ 17.79	\$ 18.50	\$ 19.23	\$ 20.01	
Laundry Helper FT/PT	01	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.24	\$ 17.93	\$ 18.65	\$ 19.40	
LVN FT/PT	10	\$ 23.68	\$ 24.63	\$ 25.61	\$ 26.64	\$ 27.70	\$ 28.80	\$ 29.96	
Monitor Tech FT/PT	06	\$ 18.15	\$ 18.88	\$ 19.62	\$ 20.41	\$ 21.23	\$ 22.08	\$ 22.96	
Nuc Med Tech FT/PT	19	\$ 43.60	\$ 45.34	\$ 47.15	\$ 49.05	\$ 51.01	\$ 53.06	\$ 55.17	
Nurse Assistant/CNA	04	\$ 16.14	\$ 16.78	\$ 17.44	\$ 18.15	\$ 18.87	\$ 19.62	\$ 20.41	
OB Technician FT/PT	08	\$ 19.39	\$ 20.15	\$ 20.96	\$ 21.79	\$ 22.67	\$ 23.58	\$ 24.51	
Patient Escort FT/PT	02	\$ 15.61	\$ 16.24	\$ 16.88	\$ 17.55	\$ 18.25	\$ 18.99	\$ 19.75	
Rad Tech I FT/PT (Rad Tech - New Grad)	11	\$ 29.71							
Rad Tech II FT/PT	13	\$ 30.60	\$ 31.85	\$ 33.11	\$ 34.43	\$ 35.81	\$ 37.26	\$ 38.74	
Rad Tech III FT/PT (CV Tech; CT Tech; Mammo Tech)	16	\$ 33.57	\$ 34.92	\$ 36.31	\$ 37.77	\$ 39.28	\$ 40.85	\$ 42.48	
Rad Tech IV FT/PT (CVT/Adv Rad Tech; CV Rad Tech; CV/Angio Tech)	17	\$ 37.70	\$ 39.19	\$ 40.77	\$ 42.38	\$ 44.08	\$ 45.85	\$ 47.69	
Radiology Asst. FT/PT	04	\$ 16.14	\$ 16.78	\$ 17.44	\$ 18.15	\$ 18.87	\$ 19.62	\$ 20.41	
RCP I FT/PT (RCP FT/PT)	12	\$ 30.31	\$ 31.55	\$ 32.81	\$ 34.11	\$ 35.47	\$ 36.90	\$ 38.37	
RCP II (NICU) FT/PT	14	\$ 31.22	\$ 32.50	\$ 33.79	\$ 35.13	\$ 36.53	\$ 38.01	\$ 39.52	
Rehab Aide FT/PT	04	\$ 16.14	\$ 16.78	\$ 17.44	\$ 18.15	\$ 18.87	\$ 19.62	\$ 20.41	
Respiratory Asst. PT/PT	01	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.24	\$ 17.93	\$ 18.65	\$ 19.40	
St Pro Tec FT/PT	06	\$ 18.15	\$ 18.88	\$ 19.62	\$ 20.41	\$ 21.23	\$ 22.08	\$ 22.96	
Surgery Aide FT/PT	02	\$ 15.61	\$ 16.24	\$ 16.88	\$ 17.55	\$ 18.25	\$ 18.99	\$ 19.75	
Surgical Tech FT/PT	10	\$ 23.68	\$ 24.63	\$ 25.61	\$ 26.64	\$ 27.70	\$ 28.80	\$ 29.96	
Ultrasound Tech I FT/PT (Echo Tech)	15	\$ 32.12	\$ 33.38	\$ 34.72	\$ 36.10	\$ 37.56	\$ 39.06	\$ 40.63	
Ultrasound Tech II FT/PT (Ultrasound Tech)	17	\$ 37.70	\$ 39.19	\$ 40.77	\$ 42.38	\$ 44.08	\$ 45.85	\$ 47.69	
Ultrasound Tech II Off Step*	17F	\$ 38.98	\$ 40.53	\$ 42.16	\$ 43.85	\$ 45.60	\$ 47.42	\$ 49.31	
Ultrasound Tech III FT/PT (Ultrasound/NIVasc Tech)	18	\$ 38.98	\$ 40.53	\$ 42.16	\$ 43.85	\$ 45.60	\$ 47.42	\$ 49.31	
Unit Sec FT/PT	06	\$ 18.15	\$ 18.88	\$ 19.62	\$ 20.41	\$ 21.23	\$ 22.08	\$ 22.96	
US/Nrs Asst FT/PT	06	\$ 18.15	\$ 18.88	\$ 19.62	\$ 20.41	\$ 21.23	\$ 22.08	\$ 22.96	

May 2011 Wage Grid								
SEIU Effective Date: 05/29/11								
Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Anesthesia Tech FT/PT	08	\$ 20.21	\$ 21.01	\$ 21.85	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.55
Gen Dst Tech FT/PT	04	\$ 16.83	\$ 17.49	\$ 18.18	\$ 18.92	\$ 19.67	\$ 20.45	\$ 21.28
Cook FT/PT	07	\$ 19.84	\$ 20.63	\$ 21.44	\$ 22.31	\$ 23.19	\$ 24.12	\$ 25.10
Critical Care Tech FT/PT	08	\$ 20.21	\$ 21.01	\$ 21.85	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.55
Dispatcher	02L	\$ 17.08	\$ 17.78	\$ 18.48	\$ 19.22	\$ 19.98	\$ 20.79	\$ 21.62
EEG Tech FT/PT	09	\$ 23.74	\$ 24.70	\$ 25.69	\$ 26.71	\$ 27.78	\$ 28.89	\$ 30.04
Emergency Room Tech FT/PT	08	\$ 20.21	\$ 21.01	\$ 21.85	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.55
Environ Svcs Aide FT/PT	01	\$ 15.98	\$ 16.62	\$ 17.28	\$ 17.97	\$ 18.69	\$ 19.44	\$ 20.22
Food Serv Asst FT/PT	01	\$ 15.98	\$ 16.62	\$ 17.28	\$ 17.97	\$ 18.69	\$ 19.44	\$ 20.22
Food Service Storem Clk FT/PT	05	\$ 17.70	\$ 18.41	\$ 19.14	\$ 19.91	\$ 20.70	\$ 21.53	\$ 22.40
Grill Person FT/PT	03	\$ 16.49	\$ 17.14	\$ 17.83	\$ 18.55	\$ 19.29	\$ 20.05	\$ 20.86
Laundry Helper FT/PT	01	\$ 15.98	\$ 16.62	\$ 17.28	\$ 17.97	\$ 18.69	\$ 19.44	\$ 20.22
LVN FT/PT	10	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.02	\$ 31.23
Monitor Tech FT/PT	06	\$ 18.92	\$ 19.68	\$ 20.45	\$ 21.28	\$ 22.13	\$ 23.02	\$ 23.94
Nuc Med Tech FT/PT	19	\$ 45.34	\$ 47.15	\$ 49.04	\$ 51.01	\$ 53.05	\$ 55.18	\$ 57.38
Nurse Assistant/CNA	04	\$ 16.83	\$ 17.49	\$ 18.18	\$ 18.92	\$ 19.67	\$ 20.45	\$ 21.28
OB Technician FT/PT	08	\$ 20.21	\$ 21.01	\$ 21.85	\$ 22.72	\$ 23.63	\$ 24.58	\$ 25.55
Patient Escort FT/PT	02	\$ 16.27	\$ 16.93	\$ 17.60	\$ 18.30	\$ 19.03	\$ 19.80	\$ 20.59
Rad Tech I FT/PT (Rad Tech - New Grad)	11	\$ 30.89						
Rad Tech II FT/PT	13	\$ 31.82	\$ 33.12	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.75	\$ 40.29
Rad Tech III FT/PT (CV Tech; CT Tech; Mammo Tech)	16	\$ 34.91	\$ 36.32	\$ 37.76	\$ 39.28	\$ 40.85	\$ 42.48	\$ 44.18
Rad Tech IV FT/PT (CVT/Adv Rad Tech; CV Rad Tech; CV/Angio Tech)	17	\$ 39.21	\$ 40.76	\$ 42.40	\$ 44.08	\$ 45.84	\$ 47.68	\$ 49.60
Radiology Asst. FT/PT	04	\$ 16.83	\$ 17.49	\$ 18.18	\$ 18.92	\$ 19.67	\$ 20.45	\$ 21.28
RCP I FT/PT (RCP FT/PT)	12	\$ 31.52	\$ 32.81	\$ 34.12	\$ 35.47	\$ 36.89	\$ 38.38	\$ 39.90
RCP II (NICU) FT/PT	14	\$ 32.47	\$ 33.79	\$ 35.14	\$ 36.53	\$ 38.00	\$ 39.53	\$ 41.10
Rehab Aide FT/PT	04	\$ 16.83	\$ 17.49	\$ 18.18	\$ 18.92	\$ 19.67	\$ 20.45	\$ 21.28
Respiratory Asst. PT/PT	01	\$ 15.98	\$ 16.62	\$ 17.28	\$ 17.97	\$ 18.69	\$ 19.44	\$ 20.22
St Pro Tec FT/PT	06	\$ 18.92	\$ 19.68	\$ 20.45	\$ 21.28	\$ 22.13	\$ 23.02	\$ 23.94
Surgery Aide FT/PT	02	\$ 16.27	\$ 16.93	\$ 17.60	\$ 18.30	\$ 19.03	\$ 19.80	\$ 20.59
Surgical Tech FT/PT	10	\$ 24.69	\$ 25.68	\$ 26.70	\$ 27.77	\$ 28.88	\$ 30.02	\$ 31.23
Ultrasound Tech I FT/PT (Echo Tech)	15	\$ 33.40	\$ 34.72	\$ 36.11	\$ 37.54	\$ 39.06	\$ 40.62	\$ 42.26
Ultrasound Tech II FT/PT (Ultrasound Tech)	17	\$ 39.21	\$ 40.76	\$ 42.40	\$ 44.08	\$ 45.84	\$ 47.68	\$ 49.60
Ultrasound Tech II Off Step*	17F	\$ 40.54	\$ 42.15	\$ 43.85	\$ 45.60	\$ 47.42	\$ 49.32	\$ 51.28
Ultrasound Tech III FT/PT (Ultrasound/NIVasc Tech)	18	\$ 40.54	\$ 42.15	\$ 43.85	\$ 45.60	\$ 47.42	\$ 49.32	\$ 51.28
Unit Sec FT/PT	06	\$ 18.92	\$ 19.68	\$ 20.45	\$ 21.28	\$ 22.13	\$ 23.02	\$ 23.94
US/Nrs Asst FT/PT	06	\$ 18.92	\$ 19.68	\$ 20.45	\$ 21.28	\$ 22.13	\$ 23.02	\$ 23.94

May 2012 Wage Grid								
SEIU Effective Date: 05/27/12								
Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Anesthesia Tech FT/PT	08	\$ 20.92	\$ 21.75	\$ 22.61	\$ 23.52	\$ 24.46	\$ 25.44	\$ 26.44
Cen Dst Tech FT/PT	04	\$ 17.42	\$ 18.10	\$ 18.82	\$ 19.58	\$ 20.36	\$ 21.17	\$ 22.02
Cook FT/PT	07	\$ 20.53	\$ 21.35	\$ 22.19	\$ 23.09	\$ 24.00	\$ 24.96	\$ 25.98
Critical Care Tech FT/PT	08	\$ 20.92	\$ 21.75	\$ 22.61	\$ 23.52	\$ 24.46	\$ 25.44	\$ 26.44
Dispatcher	02L	\$ 17.68	\$ 18.40	\$ 19.13	\$ 19.89	\$ 20.69	\$ 21.51	\$ 22.38
EEG Tech FT/PT	09	\$ 24.57	\$ 25.56	\$ 26.59	\$ 27.64	\$ 28.75	\$ 29.90	\$ 31.09
Emergency Room Tech FT/PT	08	\$ 20.92	\$ 21.75	\$ 22.61	\$ 23.52	\$ 24.46	\$ 25.44	\$ 26.44
Environ Svcs Aide FT/PT	01	\$ 16.54	\$ 17.20	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.12	\$ 20.93
Food Serv Asst FT/PT	01	\$ 16.54	\$ 17.20	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.12	\$ 20.93
Food Service Storem Clk FT/PT	05	\$ 18.32	\$ 19.05	\$ 19.81	\$ 20.61	\$ 21.42	\$ 22.28	\$ 23.18
Grill Person FT/PT	03	\$ 17.07	\$ 17.74	\$ 18.45	\$ 19.20	\$ 19.97	\$ 20.75	\$ 21.59
Laundry Helper FT/PT	01	\$ 16.54	\$ 17.20	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.12	\$ 20.93
LVN FT/PT	10	\$ 25.55	\$ 26.58	\$ 27.63	\$ 28.74	\$ 29.89	\$ 31.07	\$ 32.32
Monitor Tech FT/PT	06	\$ 19.58	\$ 20.37	\$ 21.17	\$ 22.02	\$ 22.90	\$ 23.83	\$ 24.78
Nuc Med Tech FT/PT	19	\$ 47.27	\$ 49.15	\$ 51.12	\$ 53.18	\$ 55.30	\$ 57.53	\$ 59.82
Nurse Assistant/CNA	04	\$ 17.42	\$ 18.10	\$ 18.82	\$ 19.58	\$ 20.36	\$ 21.17	\$ 22.02
OB Technician FT/PT	08	\$ 20.92	\$ 21.75	\$ 22.61	\$ 23.52	\$ 24.46	\$ 25.44	\$ 26.44
Patient Escort FT/PT	02	\$ 16.84	\$ 17.52	\$ 18.22	\$ 18.94	\$ 19.70	\$ 20.49	\$ 21.31
Rad Tech I FT/PT (Rad Tech - New Grad)	11	\$ 32.20						
Rad Tech II FT/PT	13	\$ 33.17	\$ 34.53	\$ 35.89	\$ 37.33	\$ 38.82	\$ 40.40	\$ 42.00
Rad Tech III FT/PT (CV Tech; CT Tech; Mammo Tech)	16	\$ 36.39	\$ 37.86	\$ 39.36	\$ 40.95	\$ 42.59	\$ 44.29	\$ 46.06
Rad Tech IV FT/PT (CVT/Adv Rad Tech; CV Rad Tech; CV/Angio Tech)	17	\$ 40.88	\$ 42.49	\$ 44.20	\$ 45.95	\$ 47.79	\$ 49.71	\$ 51.71
Radiology Asst. FT/PT	04	\$ 17.42	\$ 18.10	\$ 18.82	\$ 19.58	\$ 20.36	\$ 21.17	\$ 22.02
RCP I FT/PT (RCP FT/PT)	12	\$ 32.86	\$ 34.20	\$ 35.57	\$ 36.98	\$ 38.46	\$ 40.01	\$ 41.60
RCP II (NICU) FT/PT	14	\$ 33.85	\$ 35.23	\$ 36.64	\$ 38.09	\$ 39.61	\$ 41.21	\$ 42.85
Rehab Aide FT/PT	04	\$ 17.42	\$ 18.10	\$ 18.82	\$ 19.58	\$ 20.36	\$ 21.17	\$ 22.02
Respiratory Asst. PT/PT	01	\$ 16.54	\$ 17.20	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.12	\$ 20.93
St Pro Tec FT/PT	06	\$ 19.58	\$ 20.37	\$ 21.17	\$ 22.02	\$ 22.90	\$ 23.83	\$ 24.78
Surgery Aide FT/PT	02	\$ 16.84	\$ 17.52	\$ 18.22	\$ 18.94	\$ 19.70	\$ 20.49	\$ 21.31
Surgical Tech FT/PT	10	\$ 25.55	\$ 26.58	\$ 27.63	\$ 28.74	\$ 29.89	\$ 31.07	\$ 32.32
Ultrasound Tech I FT/PT (Echo Tech)	15	\$ 34.82	\$ 36.20	\$ 37.64	\$ 39.14	\$ 40.72	\$ 42.35	\$ 44.06
Ultrasound Tech II FT/PT (Ultrasound Tech)	17	\$ 40.88	\$ 42.49	\$ 44.20	\$ 45.95	\$ 47.79	\$ 49.71	\$ 51.71
Ultrasound Tech II Off Step*	17F	\$ 42.26	\$ 43.94	\$ 45.71	\$ 47.54	\$ 49.44	\$ 51.42	\$ 53.46
Ultrasound Tech III FT/PT (Ultrasound/NIVasc Tech)	18	\$ 42.26	\$ 43.94	\$ 45.71	\$ 47.54	\$ 49.44	\$ 51.42	\$ 53.46
Unit Sec FT/PT	06	\$ 19.58	\$ 20.37	\$ 21.17	\$ 22.02	\$ 22.90	\$ 23.83	\$ 24.78
US/Nrs Asst FT/PT	06	\$ 19.58	\$ 20.37	\$ 21.17	\$ 22.02	\$ 22.90	\$ 23.83	\$ 24.78

APPENDIX A SUTTER ROSEVILLE MEDICAL CENTER BENEFITS

A. GROUP LIFE INSURANCE: EFFECTIVE JANUARY 2011

The Medical Center shall provide for each benefitted employee (.5 and above) with employer-paid Basic Life and Accidental Death and Dismemberment coverage t of twenty-five Thousand Dollars (\$25,000.00). Each benefit eligible employee may purchase life insurance up to a maximum of \$450,000. Eligible employees may also purchase coverage for their eligible dependents up to the lesser of fifty (50%) of their optional life amount or a maximum of \$225,000 for spouse/domestic partner and \$10,000 for dependent child(ren). A statement of good health may be required.

Enrollment and Eligibility: First day of the month following the month in which the employee is hired into a benefitted position or the submission of his/her enrollment whichever is later but no more than sixty (60) days from the date of hire to remain eligible for applicable benefit; otherwise, the employee must wait until the next open enrollment. The coverage is effective the first of the month following the carriers approval, if applicable. The terms for participating in and coverage by Medical Center's life insurance program shall be governed by the Medical Center's policies

B. LONG TERM DISABILITY INSURANCE: EFFECTIVE JANUARY 2011

Benefitted employees will be covered by a Long Term Disability plan that provides a sixty percent (60%) benefit to maximum of \$5,000 per month after 180 continuous days of disability for up to five (5) years. The cost of the basic LTD plan will be paid by the Medical Center. Eligible employees may also elect and pay for a supplemental plan that provides sixty percent (60%) to a maximum of \$10,000 per month payable until age 65, if disabled. A statement of health form may be required.

Enrollment and Eligibility: First day of the month following the month in which the employee is hired into a benefitted position or the submission of his/her enrollment whichever is later but no more than sixty (60) days from the date of hire to remain eligible for applicable benefit; otherwise, the employee must wait until the next open enrollment. The coverage is effective the first of the month following the carriers approval, if applicable. The terms for participating in and coverage by Medical Center's life insurance program shall be governed by the Medical Center's policies

The Medical Center has the right to modify in whole or in part the Medical Center's Group Life Insurance Plan and Long Term Disability Plan. Neither the exercise of such right nor the effect of the exercise of such right is subject to the grievance provisions of this Agreement. The Medical Center will provide the

union with thirty (30) days written notice of any such modifications and, upon request, shall meet to discuss alternatives with the union during this thirty (30) -day period. If no agreement is reached within the thirty (30) -day period, the Medical Center may implement its proposed changes.

**APPENDIX B SUTTER ROSEVILLE MEDICAL CENTER
DEPARTMENTS FOR SENIORITY PURPOSES**

Nursing Units (Listed Below)	Non Nursing Departments
NICU	Environmental Services/Grounds
STARS	Food Services
Emergency Department	Home Health
TNI	Linen
IV Therapy	Materials Management (Purchasing/Distribution)
ICU	Nuclear Medicine
Telemetry	Transportation
Medical Nursing	Radiology Rehabilitation Services
Surgical Nursing	
Oncology	Respiratory Services (off-site and on-site are considered one unit)
Women and Children's Services	Sterile Processing
Diagnostic Imaging	
Outpatient Surgical Services	
Inpatient Surgical Services	
Medical/Surgical Unit	

APPENDIX C SUTTER ROSEVILLE MEDICAL CENTER FITNESS FOR DUTY/ALCOHOL DRUG TESTING POLICY

A. BACKGROUND

Sutter Roseville Medical Center (hereafter referred to as the “Hospital”) is committed to providing quality patient care services and to ensuring a safe work environment for employees. The Hospital recognizes drug dependency as an illness and a major health problem and drug abuse as a potential health, safety, and security problem. The Hospital provides employees with channels for help in dealing with substance abuse and/or dependency. However, if a potential substance abuse problem may affect the employee’s fitness for duty, it is the employee’s responsibility to make the need for help known to the organization. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Program (EAP) resources and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee’s job and will not be recorded in the personnel file. While rehabilitation is our objective, certain circumstances may necessitate disciplinary action, up to and including, termination.

An employee who tests positive for alcohol or drugs, or voluntarily admits to abusing drugs or alcohol will be required to consult with the Sutter Occupational Health Services (SOHS) for evaluation and appropriate referral for treatment in order to continue their employment relationship. An employee who tests positive, but who subsequently refuses to submit to the fitness for duty evaluation and work reentry contract will be terminated immediately.

B. POLICY

To provide guidelines concerning employee alcohol/drug screening tests. To define steps an employee and manager/supervisor should follow prior to, during, and after testing; upon suspecting an employee may be under the influence of drugs or alcohol; or upon suspecting that an employee may be consuming alcoholic beverages while on Hospital property or during work time.

The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance on Hospital property, or while conducting Hospital business off of Hospital property, is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination.

C. DEFINITIONS

1. Controlled Substance. For the purpose of this policy, controlled substance includes all chemical substances or drugs listed in any controlled

substances acts or regulations applicable under any federal, state, or local laws, and any other substance which impairs an employee's ability to work. Schedules of controlled substances are available for review in the SOHS and Human Resources Department.

2. On The Job.

For the purposes of this policy, employees are considered on the job whenever they are:

- a. On Hospital property, including parking lots, at any time.
- b. Driving or riding as a passenger in a Hospital vehicle, or in a non-Hospital vehicle while conducting Hospital business.
- c. Conducting Hospital business at a location other than on Hospital property.
- d. Assigned to stand-by status, required to remain available by telephone or pocket pager, in order to be called into work.

3. Under The Influence. An employee will be considered under the influence of alcohol, a controlled substance, or other drugs, including prescription and over-the-counter drugs, if there is any possibility that the employee's ability to safely perform his/her job or may adversely affect his/her safety and care or the safety of other employees or patients. An employee whose blood alcohol concentration is determined to be higher than .02 shall be considered to be "under the influence" for purposes of this policy. An employee who shows positive evidence of a controlled substance, meaning the presence of a drug or drug metabolite at or above the test levels listed in the Department of Transportation's "Procedures for Transportation Workplace Drug Testing Programs" (49 C.F.R. Part 40), shall also be considered to be "under the influence" for purposes of this policy.

4. Eligibility. This policy applies to all employees of the Hospital.

D. GENERAL INFORMATION

1. Employees are expected and are required to report to work on time and in appropriate mental and physical condition for work. It is the Hospital's intent to provide a drug-free, healthful, safe, and secure work environment.
2. Employees must abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on Hospital property while conducting Hospital business. A report of a conviction must be made to the Human Resources Department within five

- (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)
3. Drug or alcohol testing of employees may be conducted under any of the following circumstances:
 - a. When a supervisor has a reasonable suspicion that an employee is under the influence of any drugs or alcohol (see Attachment A).
 - b. When an employee is found in possession of alcohol or drugs in violation of this policy or when such alcohol or drugs are found in an area controlled or used by the employee.
 - c. Following an accident or injury whose nature indicates possible impairment of ability or judgment, or following an incident in which safety precautions were violated or careless acts were performed.
 - d. As part of an applicant's PEOMA (see Section H).
 4. The Hospital has the exclusive right to terminate an employee for refusing to consent to an alcohol/drug screening test.
 5. The following are prohibited by the Hospital when occurring "on the job":
 - a. Possession or being under the influence of alcohol or controlled substances. This policy does not apply to sealed containers of alcohol, intended for use while off duty, and not on Hospital property.
 - b. Arranging for, manufacturing, or making the distribution, sale, or purchase of a controlled substance.
 - c. Possession, use, or being under the influence of a controlled substance, except:
 - 1). When under, and in strict accordance with a physician's direction; and
 - 2) Such use will not impair the employee's ability to safely perform his/her job.
 - d. Use or being under the influence of other drugs, including prescription drugs and over-the-counter drugs, where there is any possibility that such use may impair the employee's ability to safely perform his/her job or may adversely affect his/her safety and care or the safety of other employees or patients.

6. The Hospital has the exclusive right to terminate employees who violate the above prohibitions; such prohibitions also may have legal consequences.
7. Any employee convicted on a charge of illegal possession, use, manufacturing, distribution, purchase, or sale of any controlled substance or alcohol, while off Hospital property and off duty, may be subject to discipline up to and including termination. In addition, the Hospital may impose discipline up to and including termination for such off duty conduct in the absence of a conviction where the Hospital has reasonable evidence of the commission of those acts and the Hospital concludes that such conduct adversely affects patient care or other services the Hospital provides.
8. Sample testing shall conform to scientifically accepted analytical methods and procedures.

E. CONSENT AUTHORIZATION

1. Employees must consent to testing in writing and must authorize in writing the release of the medical information (see Attachment H).
2. If the employee consents to testing, but refuses to authorize release of the medical information, the employee shall be terminated because of that refusal.
3. If the employee refuses to consent to testing, the refusal should be in writing, or noted in writing by two supervisors. An employee will be terminated for refusing to consent to an alcohol/drug screening test.
4. The Hospital will endeavor to keep the facts of the tests, and their results, confidential. The SOHS is designated to receive testing results and will notify the appropriate Hospital managers or officials on a need-to-know basis.

F. PROCEDURES

Upon suspecting that an employee is unable to perform his/her job in a safe and competent manner, the manager or supervisor should:

1. If practical, have another manager or supervisor observe the employee's behavior.
2. Complete the observation check list (see Appendix H) assessing evidence to support/disprove reasonable suspicions. If evidence supports the suspicions, contact the SOHS. If the SOHS staff is not available, contact the facility Nursing Supervisor. The SOHS and the facility Nursing

Supervisors will take steps to ensure the procurement and processing of the specimen.

3. The Hospital will take reasonable steps to ensure confidentiality as well as testing and specimen validity.
4. If based upon supervisor observations, and laboratory tests if made available, it is determined that the employee has consumed alcohol or a controlled substance, the employee will be placed on an investigatory suspension (without pay, pending the determination whether or not disciplinary action is justified).

G. POST-EMPLOYMENT OFFER MEDICAL ASSESSMENT (PEOMA)

All prospective employees of the Hospital shall be required to complete a PEOMA. All offers of employment are conditioned upon the successful completion of the PEOMA. As part of the PEOMA, the applicant will be required to submit to a drug test. The applicant will be notified in advance that he/she will be required to submit to a drug test as part of the PEOMA.

Refusal to participate in the drug testing portion of the PEOMA shall be interpreted as the applicant's unwillingness to complete the PEOMA. Since no newly hired employee can commence work without having successfully completed a PEOMA, the applicant in this case will be considered to have refused the offer of employment.

H. NOTIFICATION OF POSITIVE RESULTS

If the applicant has failed to pass his/her PEOMA due to positive results of the alcohol/drug test, the applicant will be notified of that fact by the SOHS. The applicant may be asked by the SOHS to identify any prescription drugs and/or over-the-counter drugs that he/she is currently taking or is required to take on a regular basis.

The SOHS will notify the Human Resources Department that medical clearance is declined, but will not divulge the fact that failure was due to positive results of the drug testing portion of the physical exam. The Human Resources Department and/or the SOHS will notify the applicant that the offer of employment has been withdrawn due to his/her inability to pass the PEOMA.

If the applicant indicates prior to the pre-employment physical that he/she currently or has recently participated in a drug rehabilitation program, the applicant will be required to enter into a work reentry agreement if he/she passes the PEOMA.

APPENDIX D

SUTTER ROSEVILLE MEDICAL CENTER FITNESS FOR DUTY OBSERVATION CHECK LIST

Employee Name

Date/Time of Observation

Directions: Check pertinent items observed:

1. Walking Stumbling Staggering Falling Unable to Holding on
 Unsteady Swaying Other _____
2. Standing Unable to stand Feet wide apart Staggering Sagging
 at knees Swaying Rigid Other _____
3. Speech Shouting Silent Rambling Whispering
 Slow Mute Other _____
4. Demeanor Cooperative Polite Calm Sleepy Crying Silent
 Talkative Excited Sarcastic Fighting Other _____
5. Actions Resisting communications Fighting Threatening Calm
 Drowsy Profanity Hyperactive Hostile Erratic
6. Eyes Bloodshot Watery Glassy Droopy Dilated/Constricted
 Pupils Closed Other _____
7. Face Face Pale Sweaty Other _____
8. Appearance/Clothing Unruly Messy Partially dressed Having
 Odor Neat Dirty Other _____
9. Breath Alcoholic odor Faint alcoholic odor No alcoholic odor
 Other _____

10. Movement Fumbling Jerky Slow Normal Nervous
 Hyperactive Other _____

11. Eating/Chewing Gum Candy Mints
 Other identity, if possible _____

12. Other Observations: _____

(If more space is needed, please attach pages)

OBSERVED BY:

Signature

Date

Signature

Date

APPENDIX E

**SUTTER ROSEVILLE MEDICAL CENTER
VOLUNTARY SUBMISSION
FOR
ALCOHOL/DRUG TEST
AND THE
RELEASE OF FINDINGS AND INFORMATION**

I, _____, voluntarily agree to submit to a

urine breath-alcohol blood analysis, for the purpose of an alcohol/drug screening test, at a facility selected by Sutter Roseville Medical Center.

Furthermore, I authorize the release of these test results to my employer, Sutter Roseville Medical Center and any of its representatives. By this authorization, I do hereby release Sutter Roseville Medical Center or any of its representatives from any and all liabilities arising from the release or use of the information derived from or contained in my test results.

Employee

Date

Employee Health Nurse/Nursing Supervisor

Date

Witness

Date

APPENDIX F SIDE LETTER OF AGREEMENT

Retiree Medical Plan & Processing Positions

During the term of this Agreement, employees in the bargaining unit shall have the right to participate in the Hospital's retiree medical plan on the same basis, terms and conditions as other employees in the Hospital.

The Hospital will give preference to Distribution employees when filling vacancies for Processing positions, subject to Section 5.E . The Hospital will also give preference to Distribution employees in filling vacancies in training programs for Processing positions, merit and ability being equal, when such training is offered by the Hospital.

APPENDIX G SIDE LETTER OF AGREEMENT

Ten (10) Hour Work Agreement

Sutter Roseville Medical Center

Sutter Roseville Medical Center (SRMC) and the SEIU United Healthcare Workers-West, (UHW-West) have mutually agreed to the following:

- The addition of ten-(10) hours work day schedules (10-hour Alternative Workweek Schedules-AWS) to the scheduling options available to the staff of the Diagnostic Imaging Department. This new AWS is in addition to the existing 8-hour workday covered by the Collective Bargaining Agreement and the 12-hour AWS covered by a Side Letter Agreement between SRMC and UHW-West and satisfies Section 12.B.3 of the CBA.

All other provisions of the CBA shall apply unless there is a conflict with this side letter, in which case this side letter shall take precedent. The AWS's identified shall continue to be in effect for the duration of the collective bargaining agreement and shall terminate at the end of the contract term.

APPENDIX H SIDE LETTER OF AGREEMENT

PTO/ESL

A .5 (but less than 1.0 FTE) employee shall access his/her PTO/ESL benefit based upon his/her FTE status. For the limited purpose of this side-letter, an employee may request his/her FTE status be determined by either: (1) the average weekly working hours from the preceding two (2) calendar months of worked hours from the date of the PTO/ESL benefit request, less hours worked at an overtime rate; or (2) the average weekly hours from the preceding two (2) calendar months of work hours from the date of the injury, less hours worked at an overtime rate; whichever is greater. If the employee's FTE status is greater than his/her recorded FTE status (recorded FTE status is defined as the status documented on the most recent Personnel Action Form) the employee shall use his/her PTO/ESL benefit based upon the preceding two (2) calendar month evaluation as described above. The employee's re-evaluated FTE status is only for the purpose of PTO/ESL access and does not constitute a change in the employee's recorded FTE status for any other purpose.

For the purpose of ESL, the integration of the ESL benefit with SDI or Workers Compensation shall not exceed the employee's regular earnings.

Regular earnings is defined as those earnings, less overtime pay, as earned within the preceding two (2) calendar months immediately prior to the request for integration or two (2) months preceding the date of injury, whichever is greater. In no case shall an employee receive PTO/ESL benefits less than the employee's most recent recorded FTE status.

APPENDIX I **SIDE LETTER OF AGREEMENT**

On-Call Availability
ER Techs
Sutter Roseville Medical Center
Emergency Department

Sutter Roseville Medical Center (SRMC) and SEIU United Healthcare Workers-West (UHW-West), have mutually agreed to the following program.

The following shall serve as the parameters for the On-Call Availability Program:

- The On-Call Availability Program shall be effective for the term of the collective bargaining agreement.
- The Program shall apply to ER Techs hired after August 10, 2000
- The Program shall not apply to SRMC employees hired before August 10, 2000.
- ER Tech(s) shall make themselves available five (5) shifts per month and one (1) weekend shift per month
- ER Tech(s) must be available to work two (2) holidays per year, one of which must be Christmas Eve, Christmas, New Year's Eve, New Year's or Thanksgiving
- ER Tech(s) who do not maintain minimum availability standards, as set forth in this side-letter of agreement, for a period of three (3) months may be terminated.

All other provisions of the CBA shall apply unless there is a conflict with this side letter, in which case this side letter shall take precedent.

APPENDIX J **SIDE LETTER OF AGREEMENT**

Scheduling Model for the Diagnostic Imaging Department

Sutter Roseville Medical Center (SRMC) has proposed and SEIU United Healthcare Workers-West has accepted an Alternative Work Schedule defined as the “Baylor Model” (the Model) The Model provides a work schedule of not more than sixteen (16) hours per workday, no more than two- (2) sixteen (16) hour work days with at least eight- (8) hours rest between shifts. The Scheduling shall continue throughout the duration of the collective bargaining agreement and shall terminate at the end of the contract term.

The Model provides the incumbent with the following applicable benefits:

- Shift and weekend differentials per Article 24
- Rest between shift of not less than eight (8) hours
- The application of overtime pay for all hours worked in excess of eight (8) in a workday at the rate of time and one-half (1.5X)
- Article 12..B.7 regarding the Waiver of Rotating Weekends Off shall not apply
- Paid Time Off, and all other benefits which are provided by SRMC either by CBA or SRMC policy, shall be paid for all hours worked based upon the incumbents base rate of pay.
- Health, Dental and Vision benefits, Article 9, shall be provided to the incumbent so long as the incumbent maintains an FTE status of .5 or greater; however, the incumbent shall not be eligible for Term Life Insurance provided by SRMC in the amount of \$25,000.00

APPENDIX K SIDE LETTER OF AGREEMENT

Bonus Shift Incentive Program

The following language is agreed to by and between Sutter Roseville Medical Center (SRMC) and the SEIU United Healthcare Workers-West, (UHW-West) regarding the inclusion of the PTO Bonus Shift Incentive program effective November 2, 2002 and shall terminate the end of the contract term.

BONUS SHIFT INCENTIVE:

Additional hours of PTO shall be added to an employee's PTO account for working an extra shift:

Extra 8 hour shift:

11-7 shift - 4 hours PTO

3-11 shift - 3 hours PTO

7-3 shift - 2 hours PTO

Extra 4 hour shift:

11-7 shift - 2 hours PTO

3-11 shift - 1.5 hours PTO

7-3 shift - 1 hour PTO

- A. Eligibility. All employees in the following job classifications who maintain an FTE status of .5 or greater (full time or part time): Respiratory Care Practitioner, Radiology Technologist, CT Technologist, and Ultrasound Technologist.
- B. Guidelines. "Bonus Shifts" are defined as shifts worked, at the request of management, above an employee's regular FTE status.

The "bonus" shifts are identified as such by either the department operations manager or his designee and are first awarded in accordance with the collective bargaining agreement, article 11.f, "assignment of available shifts".

After working the approved bonus shift, employees shall receive the corresponding PTO credit to their PTO banks. The credit shall be added to the employee's PTO bank once a month by the payroll department.

Employees shall record, in writing, on their timecards the date the bonus shift was worked. If said employee fails to document the date on their timecard, it is incumbent upon them to provide satisfactory documentation, and if approved, BSI shall be added to the employee's PTO bank.

Department operations managers will be responsible for verifying and auditing the accuracy of the bonus shift incentive on the employee timecards.

APPENDIX L SIDE LETTER OF AGREEMENT

Mandatory Overtime

The Medical Center will not assign mandatory overtime during the term of this agreement, unless one of the following conditions exists: (1) A disaster or state of emergency is called by any federal, state or local governmental agency, or (2) The Medical Center's Administrator on Duty or their designee has determined that an emergency exists. For the purposes of this side letter of agreement, emergency shall mean an unexpected situation or sudden occurrence of a serious nature that demands immediate action. Prior to assigning mandatory overtime, the Medical Center will first seek volunteers for the additional work. In situations where mandatory overtime is to occur, the Medical Center will give advance notice, as is practicable under operational circumstances, to the employee(s) who will be required to work overtime.

Mandatory overtime will be assigned to the least senior scheduled employee working in the affected unit or on a rotational basis, consistent with current unit/departmental practice, if any. An employee may refuse a mandatory request due to a valid reason, once a year (the commencement of the year(s) shall be determined by the effective date of the Agreement) unless all available qualified staff members have refused the overtime assignment. Mandatory Overtime, by definition does not include on-call/standby or call back hours regardless of the number of hours the employee has worked.

APPENDIX M SIDE LETTER OF AGREEMENT

Subcontracting

The Medical Center commits not to subcontract work performed by bargaining unit employees for the duration of this agreement, effective the date of ratification and ceasing on December 15, 2012. For the purposes of this side letter of agreement, subcontracting shall not include Registry, Temporary Help Agencies, Travelers or other existing practices of obtaining necessary staffing, provided that the utilization of these services do not lead to the permanent replacement of bargaining unit positions. Unless the parties mutually agree otherwise in writing, upon expiration of the Agreement, the existing Subcontracting language contained in Article 2.B Subcontracting and Mergers shall be considered, without dispute, to be the status quo regarding subcontracting of work performed by bargaining unit employees.

APPENDIX N SIDE LETTER OF AGREEMENT

Deleted Job Classifications

The Medical Center agrees that the following job classifications should be included in the collective bargaining agreement should they or any like classifications be reinstated by the Medical Center: Lead Groundskeeper, Groundskeeper, Dark Room, Technician, Certified Ancillary Assistant, Quality Control Technician, Seamstress, Physical Therapy Technician, Head Laundry Helper, Health Unit Coordinator, Technical partner and any Administrative Partner.

APPENDIX O SIDE LETTER OF AGREEMENT

Union Leave Pilot Program

Sutter Roseville Medical Center and SEIU UHW hereby agree to a pilot project regarding a modification to the existing Union Leave provision within their agreement.

1. The parties prior agreement provided that , “(a)n employee who is granted said leave shall not be assigned to work at Sutter Roseville Medical Center
2. Notwithstanding this provision, the parties have agreed to allow the union to assign an employee on Union leave to the Medical Center for up to a six (6) month period. This time period shall commence with the Union’s assignment of an employee to the Medical Center while the employee is on Union Leave.
3. During this pilot project, the employee on Union Leave shall have visitation rights to the Medical Center only pursuant to the provisions of Section 25 (A) of the Agreement (Visiting Medical Center/Meeting with Employees).
4. During the term of the pilot project, the Medical Center may revoke the assignment of the employee to the Medical Center for three documented violations of Section 25A.
 - a. Upon notice to the Union by the Medical Center of the three documented violations, the employee’s access rights to the Medical Center shall be revoked and the Union shall reassign the employee to another location.
 - b. If the Union disagrees with the Medical Center’s determination of the employee’s access violations, the Union may grieve and arbitrate the issue regarding whether the employee violated visitation rights of Section 25, pursuant to the provisions of Article 7 (Grievance and Arbitration Procedure) If the arbitrator finds that the employee did not violate the union visitation provisions of the agreement, the arbitrator may require the employee to be reassigned to the Medical Center in a union leave status for the balance of the employee’s union leave.
5. At the conclusion of the pilot project, the parties shall discuss in good faith whether to maintain, delete or modify the existing contractual limitation on the assignment of employees on Union Leave. Absent mutual agreement, the provision quote above shall remain in the Agreement.

APPENDIX P

SIDE LETTER OF AGREEMENT

by and between

Sutter Roseville Medical Center

and

Health Care Workers Union, Local 250, SEIU, AFL-CIO

Twelve (12) Hour Work Agreement

Sutter Roseville Medical Center (hereinafter referred to as SRMC or the Medical Center) and the Healthcare Workers Union Local 250, SEIU, AFL-CIO, CLC (hereinafter referred to as Local 250 or the Union) have mutually agreed to the addition of twelve (12) hour Alternative Workweek Schedules (AWS), for the Respiratory Care Practitioners. To adopt such an Alternative Workweek Schedule (AWS-in accordance with Wage Order 5-2001), employees in the affected unit or department must approve the agreement by two-thirds (2/3) vote of affected employees in a secret ballot election (in accordance with the provisions of Wage Order 5-2001). There will be a pre-election meeting to discuss the proposed AWS program (in accordance with the provisions of Wage Order 5-2001).

Posting and Awarding Positions:

1. If the affected employees in the designated work unit approve the AWS by a two-thirds or greater vote, the Medical Center will post the available twelve (12) hour (AWS) positions. Bidding for the initial positions will be limited to affected staff identified as employees of the affected work unit. Preference in awarding positions will be awarded per Article 4 of the CBA. All future positions will be posted and awarded per Article 4 - Seniority, Section E - Job Vacancies of the CBA.
2. If after the initial posting of the twelve (12) hour (AWS), position(s) remain unfilled, preventing the Medical Center from achieving the required scheduling mix, the Medical Center will wait twenty (20) calendar days to determine if a current employee in the affected AWS work unit elects to take the position. In the event position(s) remain unfilled, the implementation of the AWS shall cease at the sole and absolute discretion of the Employer, the elimination of the AWS scheduling shall not be a grievable event and this side letter of agreement shall become null and void.
3. If after the initial posting, all positions are filled, the Medical Center will implement the AWS beginning with the next posted work schedule (commencing on the beginning of a pay period)

4. In the future, vacated twelve (12) -hour positions may be posted as twelve (12) -hour positions. Vacated eight (8) -hour positions shall be posted as 8-hour positions. If posted positions are not filled through the bidding process, the position may be reposted with changed hour without the necessity of bargaining over the issue (eight [8]-hour to twelve [12]-hour; twelve [12]-hour to eight [8]-hour).
5. In the event an employee wishes to discontinue participation in the 12-hour shift program, SRMC is not obligated to create a position nor is the employee entitled to bump a less senior RCP in an effort to create a job for said RCP. Said RCP will be entitled to apply for and be awarded an eight (8)-hour position based on the provisions of the CBA.

Hours and Overtime:

1. Hours of Work:

- a. The work period commences on Saturday at midnight and concludes at 2359, fourteen (14) consecutive days later. The workweek for computing overtime commences on Saturday at midnight and concludes at 2359 seven (7) consecutive days later. The regular work week for RCP's on the twelve (12) hour shift program shall consist of no more than thirty-six (36) hours, three days a week. A workday shall be defined as twelve (12) hours worked within a twelve and one-half (12 ½) hour period.
- b. The Medical Center will use its best efforts to regularly schedule a RCP to work no more than two (2) consecutive twelve (12) hour shifts unless the RCP request in writing a different schedule. The Medical Center shall use its best effort to grant the RCP at least a two (2) day break if he or she has worked two consecutive twelve (12)-hour shifts, unless the RCP request a different schedule in writing.
- c. Note: In either a or b above or any other applicable section of this side letter of agreement, the written schedule change must be received 14 days prior to the posting of the schedule. Employees on a twelve (12) hour AWS can not change their schedules so as to cause an overtime obligation for the Medical Center.

2. Overtime for 12-hour shifts:

- a. RCP's on twelve (12)-hour shifts shall be paid double (two [2] times) the RCP's regular rate for hours worked in excess of twelve hours per work day. Twelve hour (12) shift RCP's shall be compensated at one and one half (1 ½) times the RCP's regular rate of pay (or weighted average rate of pay) for hours worked in excess of forty (40) hours per work week. There

shall be no pyramiding of overtime or premium pays. Doesn't the CBA state this? If so, I would reference this article or subsection.

3. Work Day Bridge Language:

Employees required to work in excess of twelve (12) hours in any one work day or continuous hours in excess of twelve (12) hours that may bridge two (2) hospital days, excluding uninterrupted meal penalties and worked call back hours, are paid double time for hours worked in excess of twelve (12) hours.

The premium pay stated above shall continue until such time as the employee has been relieved of all duties for a period of eight (8) consecutive hours.

Holidays:

Premium pay. RCP's on twelve (12)-hour shifts working designated holidays as defined by Article 7.A.14.c.1 of the CBA, will be paid at a rate of pay equal to one and one-half (1 ½) the employees regular base hourly rate of pay adjusted for shift and weekend differentials for the first twelve (12) hours worked. Work in excess of the twelve (12) hours on a holiday are considered double-time hours and paid at the normal double-time rate.

Bereavement Leave:

RCP's working twelve (12) hour shifts may be granted up to two (2) days paid bereavement leave and an additional three days leave without pay in the event of a death in the immediate family (as defined in Article 7.D).

Call Back

Each employee on stand-by who has completed twelve (12) hours on her/his regular shift and is called back to work within the twenty-four (24) hour clock (midnight to 23:59) shall be paid twice such employees straight time hourly rate for each hour worked.

Low Census

Low census will be processed in accordance article of the CBA. However the delivery of patient care or efficient operations may necessitate modification to the order of daily cancellations.

This new AWS is in addition to the existing eight (8) hour workday covered by the Collective Bargaining Agreement and the ten (10) -hour Work Agreement covered by a Side Letter of Agreement between SRMC and Local 250 and satisfies Section 11.B.3 of the Collective Bargaining Agreement.

All other provisions of the CBA shall apply unless there is a conflict with this AWS side letter, in which case this AWS side letter shall take precedent. The twelve (12) hour AWS identified in this side letter of agreement shall continue to be in effect for the

duration of the CBA and shall terminate at the end of the contract term (I would add the date of termination).

Termination of AWS

Upon petition of a majority of the affected employees working an AWS a new vote by secret ballot will be held. A two-thirds (2/3) majority vote of the affected employees working an AWS will reverse the agreement and staff will resume working on the same shift from which they came as soon as mutually agreed, no sooner than fourteen (14) days but no later than thirty (30) days from the date of this second vote.

AWS may be discontinued at the sole and absolute discretion of the Employer to insure the best possible patient care and a cost-effective operation. The elimination of the AWS shall not be subject to the grievance procedure and this side letter of agreement shall become null and void. A thirty (30)-day written notice will be provided to the union and all affected employees if the alternative workweek schedules are to be eliminated.

APPENDIX Q SIDELETTER OF AGREEMENT

AMBULATORY SERVICES, WORK TRANSFER, AND EMPLOYMENT SECURITY

The Medical Center and the Union both recognize that changes in health care delivery methods have resulted in increased prevalence of ambulatory care services that are available on an outpatient basis. The parties desire that such transitions be accomplished with minimal impact on employment security.

Accordingly, the Medical Center shall have the right upon sixty (60) days written notice to transfer in whole or in part ambulatory care services to other facilities or entities within Sutter Health, notwithstanding any other provision of the Agreement, but subject to the provisions below.

The Medical Center and the Union shall use the redeployment and Workforce Planning Committee procedures set forth in Article 31 of the Agreement to identify new positions for employees who will lose their positions as a result of transfers allowed under this side letter of agreement. Consistent with the terms of Article 31, the Medical Center shall use every effort to identify an available position within the bargaining unit at the Medical Center for any such affected employees. In an effort to provide appropriate training funds for employees affected by transfers allowed under this side letter, the Medical Center and the Union agree, on a one-time basis, to set aside \$10,000 of the training funds contributed to the Training and Upgrade fund (Article 27) as funds to be used to help retrain employees affected by a work transfer allowed under this side letter.

If an available position within the bargaining unit at the Medical Center cannot be identified for an affected employee, the Medical Center shall ensure that each such affected employee will be offered a reasonable comparable position within Sutter Health Sacramento Sierra Region. For the purposes of this section, a “reasonable comparable position” shall be as defined in Article 31, Section F, and (A) 4). Notwithstanding any other provision of the agreement, affected employees shall have the option of selecting the severance package provided by this agreement in lieu of an alternative identified position as provided by this provision.

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