

**SONOMA VALLEY HEALTH CARE DISTRICT
dba SONOMA VALLEY HOSPITAL**

BOARD OF DIRECTORS

RESOLUTION NO. 309

EMPLOYER-EMPLOYEE RELATIONS OF SONOMA VALLEY HOSPITAL

WHEREAS, Section 3500 of the Government Code of the State of California states that one of its purposes is to promote the improvement of employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed and by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and to be represented by those organizations in their employment relationships with public agencies; and,

WHEREAS, Sections 3507 and 3507.5 of the California Government Code empower a Health Care District to adopt reasonable rules and regulations, for the administration of employer-employee relations and for the designation of Management Employees and confidential employees; and,

WHEREAS, on September 28, 2011, the Board of Directors adopted reasonable rules and regulations for the time as authorized by the California Government Code by repealing its prior Resolution No. 146 of May 23, 1989, and adopting Resolution No. 307;

WHEREAS, the Board of Directors of the SONOMA VALLEY HEALTH CARE DISTRICT (hereafter the "District") has resolved to update and revise its Resolution to contain such rules and regulations and promote the improvement of employer-employee relations between employees of the District and the District; and,

WHEREAS, no "Employee Organization," as defined in Section 3501 of the California Government Code has been formally recognized as the representative of any employees employed by the District;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF SONOMA VALLEY HEALTH CARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: TITLE OF RESOLUTION

This resolution shall be known as the Employer-Employee Relations Resolution of SONOMA VALLEY HEALTH CARE DISTRICT, A California Health Care District, recognized under the California Health and Safety Code, Local Health Care District Law.

SECTION 2: STATEMENT OF PURPOSE

This resolution is adopted as authorized under Chapter 10, Division 4, Title 1 of the California Government Code (Section 3500, et seq.), known as the “Meyers-Milias-Brown Act,” (“The Act”) to provide reasonable and orderly procedures for the administration of employer-employee relations between the District and its Employees, procedures for the recognition of Employee Organizations, and a reasonable and orderly method for the resolution of questions regarding wages, hours and other terms and conditions of employment of Employees of the District.

SECTION 3: DEFINITIONS

Except as otherwise specifically provided below, the terms used in this resolution shall be defined in the same manner as such terms are defined in Government Code Sections 3500, et seq. In addition, the following definitions are adopted for terms used in this resolution:

3.1 “District” shall mean SONOMA VALLEY HEALTH CARE DISTRICT, and when appropriate herein, “District” refers to the Board of Directors, or any duly authorized representative of SONOMA VALLEY HEALTH CARE DISTRICT.

3.2 “Consult or consultation in good faith” means to communicate orally or in writing for purpose of presenting and obtaining views and advising of intended actions.

3.3 “Eligible Employee” shall have the meaning ascribed to the term in Section 9.2.6(2).

3.4 “Employee” shall mean any person regularly employed by the District except those persons elected by popular vote.

3.5 “Confidential Employee” means any Employee who is required to develop or present management positions with respect to Employer-Employee Relations or whose duties normally require access to confidential information contributing significantly to the development of management positions and so designated pursuant to Section 5.9.

3.6 “Management Employee” means:

3.6.1 Any Employee having significant responsibilities for formulating and administering District policies or programs, including, but not limited to, the Chief Executive Officer, Vice Presidents, Directors, Administrative Staff, Department Heads, and Supervisors; or

3.6.2 Any Employee having authority to exercise independent judgment to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other Employees, or to evaluate or review the performance of other Employees, or having the responsibility to direct them or to adjust their grievances, or effectively to recommend any of the above actions, if in connection with the foregoing, the exercise of such authority is not merely of

a routine or clerical nature, but requires the use of independent judgment.

3.6.3 The District may designate any employee as Management Employee pursuant to Section 5.9.

3.7 “Professional Employee” means a classification of Employees engaged in work requiring specialized knowledge and skills customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning as opposed to general academic education, apprenticeships, or training in the performance of routine mental, manual, or physical processes, including, but not limited to, attorneys, physicians, registered nurses, engineers, medical technologists, and the various types of physical, chemical, and biological scientists. professional employees are those whose work is predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work.

3.8 “Employee Organization” means any organization whose membership includes Employees of the District, and which has as one of its primary purposes the representation of such Employees in their employment relations with the District.

3.9 “Recognized Employee Organization” means an Employee Organization that has been certified pursuant to the provisions of this Resolution as the exclusive representative of Employees in an appropriate unit pursuant to Section 10 of this Resolution. Provided, however, that the certification of an Employee Organization as the exclusive representative of Employees in a particular unit shall not deprive Employees in that unit of their right to represent themselves individually in their employee relations with the District.

3.10 “Employee Unit of Representation” means a group of Employees of the District determined by Section 8 of this resolution or any amendment thereto to be so constituted that it is appropriate and reasonable to recognize an Employee Organization as the Recognized Employee Organization of its members in such unit if the requirements for such recognition as set forth herein are met.

3.11 “Employer-Employee Relations” means the relationship between the District and its Employees and their Employee Organization, or when used in a general sense, the relationship between District management and individual Employees or Employee Organizations.

3.12 “Employee Representative” means the authorized representative of a Recognized Employee Organization.

3.13 “Meet and Confer in Good Faith” (sometimes referred to herein as “meet and confer” and “meeting and conferring”) means performance by the Management team and duly authorized representatives of a Recognized Employee Organization in an appropriate unit, of their mutual obligation to meet at reasonable times, and to confer in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to:

A. Reach agreement on those matters within the authority of such representatives; and

B. Reach written agreement (sometimes referred to as a Memorandum of Understanding) on matters to be presented to the Board of Directors.

The obligation to Meet and Confer in Good Faith does not require either party to agree to a proposal or to make a concession.

3.14 “Failure to Agree” means that the District Employee Relations Representative and a Recognized Employee Organization have been unable to reach agreement concerning a subject over which they are required to Meet and Confer in Good Faith.

3.15 “Impasse” means a situation where, after a reasonable period of time, representatives of the District and a Recognized Employee Organization have failed to reach agreement concerning a Memorandum of Understanding or any other matter over which they are required to meet and confer in good faith, or where they have failed to reach an agreement over the scope of such subject matter.

3.16 “Mediation” shall have the meaning ascribed to it under Section 12.1 and means the effort by an impartial third party functioning as an intermediary to assist the District and a Recognized Employee Organization to reach an accord where there has been a failure to agree regarding wages, hours, or other terms and conditions of employment which are within the Scope of Representation.

3.17 “District Employee Relations Representative” means the District’s principal representative in all matters of Employer-Employee Relations designated pursuant to Section 11, or his duly authorized representative.

3.18 “Scope of Representation” means all matters relating to employment conditions and Employer-Employee Relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the Scope of Representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, all as set forth in Section 5.

3.19 “Days” means calendar days unless otherwise stated.

3.20 “Appropriate Unit” has the meaning ascribed in Section 8.

SECTION 4: EMPLOYEE RIGHTS; UNFAIR PRACTICES

4.1 Employees of the District shall have the right to form, join and participate in the activities of Employee Organizations of their own choosing for the purpose of representation on matters within the Scope of Representation.

4.2 Employees of the District shall also have the right to refuse to join or participate in the activities of Employee Organizations and shall have the right to represent themselves individually in their employment relations with the District.

4.3 No Employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any Employee Organization because of the exercise of these rights.

4.4 It shall be an unfair practice for the District or an Employee Organization to engage in any of the following conduct:

4.4.1 Interfering with, intimidating, restraining, coercing, or discriminating against any Employee because of his or her exercise of any of the rights set forth in Section 4.1 or 4.2;

4.5 It shall be an unfair practice for an Employee Organization to use force, coercion, or misrepresentation to obtain an Employee's signature on an authorization card, petition, or other form of proof of support for an Employee Organization or and for the District to use force, coercion, or misrepresentation to persuade an employee to rescind an authorization card, petition, or other form of proof of support;

4.5.1 Any Employee who does not wish to receive visits from an Employee Organization's representatives at his or her private home may so indicate by providing notice to the Employee Organization and, at the employee's option, to the District of his or her desire not to receive such visits.

(1) Such notice may be provided in writing or may be given orally to Employee Organization representatives conducting home visits. If, following receipt of such an Employee's notification, representatives of the Employee Organization continue to seek to visit the Employee's home, such conduct shall constitute *prima facie* evidence of coercion of the employee.

(2) Any authorization card, signature to a petition, or other form of proof of support for an Employee Organization obtained from an employee at the employee's home following notice under paragraph (1) shall rebuttably be presumed to have been obtained by coercion and, thereby, invalid.

4.5.2 Any Employee who does not wish to attend a District sponsored meeting on District premises which addresses, in whole or in part, the topic of organizing activities by Employee Organizations may indicate such by providing verbal or written notice to the District and in addition, at the employee's option, to an Employee Organization, of his or her desire not to attend such meetings.

(1) If, following receipt of such an Employee's notification, representatives of the District continue to seek to compel an employee to attend such meetings, such conduct shall constitute *prima facie* evidence of coercion of the employee.

(2) Any retraction of an authorization card, signature to a petition, or other form of proof of support for an Employee Organization obtained from an employee who was required to attend a mandatory meeting following an employee notice to the District and compelled attendance at a meeting as described 4.4.4 shall be deemed to be invalid.

4.5.3 It shall be an unfair practice for an Employee Organization to refuse to accept or honor an Employee's withdrawal of an authorization card, signature on a petition, or other form of proof of support, or misleading an Employee as to the process by which an authorization may be revoked or unreasonably delaying the processing of an employee's revocation of authorization;

4.5.4 It shall be an unfair practice for an Employee Organization to engage in, call for or encourage in any way any strike, picketing, work slowdown, sick out or other concerted refusal to work in violation of Section 14 of this Resolution.

4.6 Professional Employees shall have the right to be represented separately from non-professional Employees.

4.7 Management and Confidential Employees may not represent any Employee Organization, which represents other Employees of the District, on matters within the Scope of Representation. Management and Confidential Employees may not represent or assist in the representation of any District Employee in any matter within the Scope of Representation. Management and Confidential Employees may not engage in any activity with or on behalf of any Employee Organization which would result in an actual or apparent conflict of interest. No Confidential Employee or Management Employee may disclose any information concerning decisions or the decision making process of the District concerning any matters relating to Employer-Employee Relations, to any Employee or Employee Organization. The District may designate which employees or employee classifications are Management and Confidential Employees. See Section 5.9.

SECTION 5: DISTRICT RESPONSIBILITIES AND RIGHTS

In order to ensure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District services and the work force performing such services and therefore the following matters will not be subject to the meet and confer process but shall be within the exclusive discretion of the District:

5.1 To determine issues of public policy;

5.2 To determine the merits, necessity, or organization of any service or activity conducted by the District;

5.3 To determine and change the facilities, methods, means and personnel by which District operations are to be conducted;

5.4 To expand or diminish services;

5.5 To determine and change the number of locations, relocations, and types of operations and processes and materials to be employed in carrying out all District functions, including, but not limited to, the right to subcontract any work or operation;

5.6 To determine the size and composition of the work force, to assign work to Employees in accordance with requirements as determined by the District, and to establish and

change work schedules and assignments, and to establish the Days and hours when Employees shall work;

5.7 To relieve Employees from duty because of lack of work or other non-disciplinary reasons;

5.8 To discharge, suspend, or otherwise discipline Employees for proper cause;

5.9 Consistent with this Resolution, to determine job classifications; to designate those management, supervisory and confidential employees who are restricted from representation in accordance with the rules set forth in this Resolution and may change such designation(s) at any time.

5.10 To hire, transfer, promote, and demote Employees for non-disciplinary reasons;

5.11 To determine policies, procedures and standards for selection, training and promotion of Employees;

5.12 To establish Employee performance standards including, but not limited to, quality and quantity standards;

5.13 To maintain the efficiency of governmental operations;

5.14 To take any and all necessary actions to carry out its missions in emergencies;

5.15 To exercise complete control and discretion over its organization and the technology of performing its work and services; and

5.16 To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of the District services.

5.17 In cases of emergency, the Board of Directors or, if necessary, the Administrator, may immediately adopt any rule, resolution or regulation relating to matters within the scope of representation and affecting a recognized employee organization without prior notice or meeting with such recognized employee organization. The Board of Directors or Administrator shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such rule, resolution or regulation. The finding of an emergency shall be within the sole authority of the Board of Directors or the Administrator.

5.18 The District, in exercising these rights and functions, will not discriminate against any Employee because of membership or non-membership in any Employee Organization.

SECTION 6: MEETING AND CONFERRING

6.1 The District, through its representatives, shall Meet and Confer in Good Faith with Employee Representatives of any Recognized Employee Organization regarding wages, hours, and other terms and conditions of employment of Employees in the Employee Unit of Representation for which such organization is recognized. The District shall not be required to Meet and Confer in Good Faith on the following matters:

6.1.1 Any subject preempted by federal or State law.

6.1.2 Any of the matters specified in Section 5.

6.1.3 Any amendments or proposed amendments to this resolution.

6.2 When the Recognized Employee Organization desires to meet with the District, through its representatives, on matters within the Scope of Representation, said organization may make a written request for such a meeting with the District Employee Relations Representative. The Recognized Employee Organization shall submit all requests which it intends to have considered for the budget for the next fiscal year by the first day of March immediately preceding the commencement of said fiscal year; provided that such requests may be changed during the meet and confer process so long as the total cost of the requests as changed does not exceed the cost of the requests as of said first day of March. Promptly after such request has been made, a meeting shall be arranged at a time and place mutually satisfactory to the parties involved.

6.3 Where the District proposes to take action on matters within the Scope of Representation, whether such action be by ordinance, resolution, rule or regulations, reasonable written notice shall be given to any Recognized Employee Organization affected thereby, and the Organization shall be given the opportunity to meet and confer with the District, through its representatives, prior to the adoption of same. In cases of emergency when the Board of Directors of the District determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with any Recognized Employee Organization, the District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of same.

6.4 The meeting and conferring process, including any Mediation pursuant to Section 12, as to the matters relating to or affecting the budget for the following fiscal year shall be completed by April 30 of that calendar year. As to any other matters within the Scope of Representation, the meeting and conferring process, including Mediation, must be completed within ninety (90) Days after receipt of the written request or written notice provided for above; provided that in the event the District gives notice to meet and confer pursuant to Section 6.3, the District may specify in said notice a shorter period of time but not less than thirty (30) Days within which the meeting and conferring process, including Mediation, must be completed; provided further that the Recognized Employee Organization shall be deemed conclusively to have waived any right to meet and confer as to any matter noticed by the District if it fails to deliver to the District a written request for a meeting within one (1) week after receipt of the notice given by the District.

6.5 If agreement is reached by the representatives of the District and the Recognized Employee Organization, all agreed matters shall be incorporated as joint recommendations to the Board of Directors in a written Memorandum of Understanding signed by the District Employee Relations Representative, or his/her designee, and the duly authorized Employee Representatives. Said Memorandum of Understanding shall not be binding, but said joint recommendations shall be submitted to the Board of Directors for its determination. In the event the meeting and conferring process, including Mediation, has not been completed within the time periods set forth in Section 6.4, all unresolved issues shall be submitted to the Board of Directors for its determination.

6.6 In the event there is a dispute over the Scope of Representation or as to whether a matter is subject to meeting and conferring in good faith and the parties do not voluntarily resolve such dispute, the issue shall be submitted to the Attorney for the District, who shall make recommendations to the Board of Directors for its final determination.

SECTION 7: CONSULTATION IN GOOD FAITH

The District, through its representatives, shall consult in good faith with representatives of Recognized Employee Organizations prior to the adoption of any rules and regulations for the administration of Employer-Employee Relations, including any amendments to this resolution.

SECTION 8: POLICY AND STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS

8.1 The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its Employees to effectively and economically serve the public, and (2) providing Employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interests. Factors to be considered shall be:

8.1.1 Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.

8.1.2 History of representation in the District, and similar employment except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which Employees in the proposed unit have organized, nor shall the history of representation in any facility necessarily have any effect on the determination of appropriate units at other facilities.

8.1.3 Consistency with the organizational patterns of the District.

8.1.4 Number of Employees and classifications, and the effect on the administration of employer-employee Relations created by the fragmentation of classifications and proliferation of units.

8.1.5 Effect on the classification structure and impact on the stability of Employee-Employer Relations Resolution

the Employer-Employee Relationship of dividing a single or related classifications among two or more units.

8.2 Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section 3 of this Resolution, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and Confidential Employees may not be included in a unit including non-managerial, non-supervisory or non-Confidential Employees. Managerial and Confidential Employees may not represent any Employee Organization which represents other Employees.

8.3 Professional Employees has the right to choose to be represented separately in a Unit of Representation consisting solely of all Professional Employees. Any such determination must be made by way of secret balloting with all affected professional employees eligible to vote and conducted either before or after any demand for recognition is filed or as part of any other secret ballot election.

8.4 Because the District operates as a functionally integrated entity, and because the District provides a continuum of care to the community it serves through a multiplicity of health cares services, it shall be presumptively presumed that appropriate units shall comprise all Employees employed in all services and facilities within the District rather than individual facilities or services.

8.5 The Employee Relations Representative shall, after notice to and consultation with affected Employee Organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section.

SECTION 9: PETITION FOR EXCLUSIVE MAJORITY RECOGNITION

If an Employee Organization wishes to be certified as an Exclusive Majority Representative, it must satisfy the recognition requirements which are set forth below.

9.1 An Employee Organization that seeks exclusive majority recognition for purposes of meeting and conferring in good faith as the Exclusive Majority Representative of Employees in an appropriate unit shall file a petition with the District Employee Relations Representative containing the following information and documentation:

9.1.1 Name and address of the Employee Organization.

9.1.2 Names and titles of its officers.

9.1.3 Names of Employee Organization representatives who are authorized to speak on behalf of its members.

9.1.4 A statement that the Employee Organization has, as one of its primary purposes, representing Employees in their employment relations with the District.

9.1.5 A statement whether the Employee Organization is a chapter or local of, or affiliated directly or indirectly in any manner with a regional or state, or national or

international organization, and, if so, the name and address of each such regional, state, national or international organization.

9.1.6 Certified copies of the Employee Organization's constitution and bylaws.

9.1.7 A designation of those persons, not exceeding two (2) in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the Employee Organization for any purpose.

9.1.8 A statement that the Employee Organization recognizes that the provisions of Section 923 of the Labor Code are not applicable to District Employees.

9.1.9 A statement that the Employee Organization has no restriction on membership based on race, color, creed, sex or national origin or any other basis prohibited by law..

9.1.10 A description of the unit or units and a list of the job classifications in the unit or units which the Employee Organization wishes to represent and the number of member Employees therein.

9.1.11 The date upon which the petition is filed shall be the "Petition Date."

9.1.12 A statement that the Employee Organization has within its possession written proof, dated no earlier than six (6) months of the Petition Date, to establish that it has obtained either a majority of eligible Employees in the appropriate bargaining unit or at least 30% (10% in the case of an intervener Employee Organization) of the eligible Employees in the specified unit who have purportedly designated the Employee Organization to represent them in their employment relations with the District. For the purposes of this 9.1.12 "months" are not calendar months.

(1) The Employee Organization shall provide a copy of any signed authorization card, petition or union membership card to the signing employee within forty eight (48) hours of the employee's signature. Failure to comply with this provision shall invalidate such authorization card, union membership card or employee's signature on a petition.

9.1.13 Notwithstanding any language to the contrary contained in an authorization card or other form of written support, an eligible Employee who has previously indicated in writing that he/she has designated the Employee Organization can retract such a designation at any time upon written notification in any form to the Employee Organization, and such retraction will be effective immediately upon mailing or other delivery of such written notification to the Employee Organization. At the Employee's election, the Employee may simultaneously send a copy of such retraction to the District.

9.2 Such written proof shall be submitted for confirmation to the District or to a mutually agreed upon neutral third party. If the parties cannot agree upon a third party, then the Employee-Employer Relations Resolution

Division of Conciliation of the Department of Industrial Relations shall serve as the third party. Written proof must be submitted to the mutually agreed upon neutral third party, using the following procedure:

9.2.1 The petitioning Employee Organization shall submit the written proof to the agreed upon third party. The third party shall not consider any petition, authorization card or union membership card that does not comply with the following:

- (1) It must contain the employee's printed name in full;
- (2) It must state the employee's job title or job classification
- (3) It must state the date when each signature was obtained which may be no more than six (6) months prior to the Petition Date in compliance with 9.1.12 and cannot be dated after the date on which petition has been filed.
- (4) It must be legibly signed by the employee.
- (5) It must clearly state that each employee signatory has designated the Employee Organization to be his/her representative in his/her employment relations with the District.

9.2.2 The District shall determine, in its discretion, whether the representational unit proposed by the Employee Organization is appropriate under the procedures set forth in Section 8. At the Union's option, this determination may be made upon formal notice to the District of a desire to organize its employees and immediate request for a determination of appropriate bargaining unit prior to the filing of any request for recognition or proof of support for an election, or subsequent to the filing of a request for recognition or proof of support for an election. If for any reason a unit sought by an Employee Organization is deemed by the District to be inappropriate, upon final determination of an appropriate bargaining unit, a renewed demand for recognition or an election supported by timely proof of majority support compliant with Section 9.1.11 above will be required.

9.2.3 Upon receipt of a petition in compliance with 9.1, the Employee Relations Representative will prepare a list of Eligible Employees within the unit or units for which the Employee Organization has submitted a petition and which have been determined to be appropriate unit or units.

9.2.4 The Employee Relations Representative shall prepare specimen copies of the signatures of each Eligible Employee on the list described above in the preceding subparagraph.

9.2.5 The Employee Relations Representative shall submit the eligible Employee list and the specimen signature list to the third party. Alternatively, the third party may be allowed to come to the District to review the eligibility list and the specimen signatures in a room to be provided by the District.

9.2.6 The mutually agreed upon third party shall review the written proof

submitted under 9.2 to determine whether 50% + 1 of the Eligible Employees in the appropriate unit on the date of the petition desire to be represented by the Employee Organization in question and that to determine whether such written proof complies with 9.2.1. The third party shall take into account any Employee retractions consistent with 9.1.2.

(1) Upon written request, the agreed upon third party shall disclose to the Employee Relations Representative, or his or her designee, the written proof submitted under 9.2 so long as such written proof is redacted to conceal any individual employee's name.

(2) For the purpose of this 9.2.6, an "Eligible Employee" is an employee who is shown on the records of the District to be employed on the date of the petition in one or more of the classifications in an appropriate unit and shall include employees who have been on a continuous leave of absence of 6 months or less.

9.2.7 If the third party determines that 50% + 1 of the Eligible Employees in an appropriate unit, as reflected by the Eligible Employee list submitted by the District, have clearly indicated that they desire to be represented by the Employee Organization in their employment relations with the District, the third party shall so certify to both the District and the Employee Organization.

9.2.8 Conduct Affecting a Petition for Recognition

(1) If any employee, Employee Organization or the District Employee Relations Representative considers that there has been improper conduct which has affected the written proof contained in 9.2.1, that party may file a statement with the Board of Directors requesting it to declare the written proof is invalid. Such a statement must be delivered to the Board no later than fourteen (14) calendar days of the date of the certification in 9.2.7 and shall be served on all interested parties. Such request shall also state the reasons that the certification must be set aside and must list a summary of the factual assertions upon which the request is based.

(2) The Board may designate a representative to meet with all interested parties for the purpose of receiving evidence before responding to any such request.

(3) The Board may grant the request or deny it under such conditions as are appropriate.

9.2.9 If the third party determines that less than a majority but at least 30% of the Eligible Employees in an appropriate unit, as reflected by the Eligible Employee list submitted by the District, appear to wish to be represented by the Employee Organization in question, the third party shall so certify to both the District and the Employee Organization.

9.3 An Employee Organization which has satisfied the requirements of this Section 9 shall submit a written request that the District recognize the Employee Organization as Employee-Employer Relations Resolution

the majority representative of the Employees in the specified unit for the purpose of meeting and conferring in good faith on all matters within the Scope of Representation.

9.4 An Employee Organization that is aggrieved by any decision by the District or the District's Employee Relations Representative under this Section 9, including, but not limited to, any decision as to the appropriateness of a unit under 9.2.2, may challenge such decision by filing a written appeal to the Board for final decision within fifteen (15) days of the District's or the District Employee Relations Representative's written decision. (See Section 16).

SECTION 10: EXCLUSIVE RECOGNITION OF EMPLOYEE ORGANIZATION

10.1 Upon a determination that a representation petition has satisfied the requirements of Section 9 for recognition without an election, the District Employee Relations Representative shall, in accordance with Section 9.2, verify whether the Employee Organization represents a majority of eligible Employees within the appropriate unit. If it is verified that the Employee Organization represents a majority of eligible Employees within the appropriate bargaining unit, the Employee Relations Representative will report these findings to the Board of Directors. Upon receiving such a report, the Board of Directors shall certify the Recognized Employee Organization as the Exclusive Majority Representative. Once a certification has been issued, it may be withdrawn only if the Exclusive Majority Representative subsequently loses a decertification election, or if the District has a good faith basis to believe that the representative has lost majority support of the employees in the unit.

10.2 In the event that the District Employee Relations Representative receives notice from the neutral third party, identified in Section 9 above, that an Employee Organization does not represent a majority, but does represents at least 30% of the eligible Employees in the appropriate bargaining unit, or an Employee Organization represents at least 30% of the eligible Employees in the unit and at least one other Employee Organization has at least 10% support among eligible Employees within the appropriate bargaining unit, the neutral third party shall order an election in accordance with the procedures outlined below to establish which labor organization, if any, has majority status.

10.2.1 Representation Election

Should an election be required pursuant to this Resolution, a secret ballot election shall be conducted by either the neutral third party agreed upon by the parties or the California State Mediation and Conciliation Service in accordance with the election procedures specified in this section. To win such a secret ballot election, a petitioning Employee Organization must receive affirmative votes from a majority of the eligible Employees voting in the appropriate unit. The Employee Organization found to represent a majority of the eligible Employees voting in an appropriate unit, by virtue of winning such a secret ballot election, shall be granted exclusive recognition and will be the only Employee Organization entitled to Meet and Confer in Good Faith on matters within the Scope of Representation for Employees in that unit.

10.2.2 Eligible Employees

An eligible Employee means any Employee who is actively employed by the District on the day of the election, including employees who have been on a continuous leave of absence for six months or less. Within thirty (30) Days prior to an election, the District's Employee Relations Representative will present to the neutral third party or the California State Mediation and Conciliation Service, and the applicable Employee Organization, a list of eligible voters in the appropriate unit for which the Employee Organization has made a satisfactory showing of interest. The eligibility list will be kept current by the District during the month before the election and a revised eligibility list will be presented to the applicable Employee Organization(s) and the third party/California State Mediation and Conciliation Service or such other agreed upon third party representative on the day of the election. Either the District, or the Employee Organization or organizations participating in the election, may challenge any name on the list of eligible voters, including the revised list, at any time, up to and including the day of the election. No challenges to the eligibility list may be made after the election has concluded. The Employee Relations Representative shall determine who is an eligible Employee.

10.2.3 Election Procedure

(1) The election will be held no less than ninety (90) and no more than ninety-five (95) Days after the Employee Relations Representative determines that a valid petition for majority representation election has been provided by the Employee Organization in question in accordance with Section 6 above. The election will be held on the District's premises from 6:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:30 p.m. on the date selected for the election. Notwithstanding the foregoing, the Employee Relations Representative and petitioning Employee Organization(s) may agree to a different election date or voting hours so long as it is consistent with the Employees' rights to choose their representative and there is a reasonable basis for such stipulation.

(2) The neutral third party/California State Mediation and Conciliation Service will conduct the election in accordance with the rules of this section. Any issues not addressed in this Resolution will be resolved by the Employee Relations Representative after consulting with the neutral third party/State Mediation and Conciliation Service and the Employee Organization(s) involved in the election. As part of its role, the neutral third party/California State Mediation and Conciliation Service will provide the District and Employee Organization and organizations involved in the election with a poster announcing the election and will also develop the ballots to be used during the election. The ballot shall offer eligible Employees a choice between representation by the Employee Organization or organizations involved, on the one hand, and no representation, on the other hand. The ballot question shall read as follows:

“Do you want _____
_____ [insert name of Employee Organization] to
act as your exclusive representative: Yes ___ No ___.”

In 50 % of the ballots prepared for the election, the order of choice (Yes/No) shall be reversed. Ballots shall be distributed to voters randomly.

Where more than one Employee Organization will be on the ballot, the question will be repeated for each of the Employee Organizations, the order of selection shall

be varied according to the number of choices and ballots shall be distributed to voters randomly. In the event that elections are being held for more than one unit on the same day, different colored ballots will be used for each unit.

(3) When an election involves three or more choices, and no one of the choices after resolution of challenges and objections receives votes from a majority of those Employees eligible to vote in the unit in question, a run-off election will be held between the two choices which received the most votes. The run-off election will be held thirty (30) Days after the first election and shall also be conducted by the third party/California State Mediation and Conciliation Service under these procedures.

(4) The neutral third party/California State Mediation and Conciliation Service shall also be responsible for maintaining the voting site, the ballot box and tallying the votes at the conclusion of the election day. The neutral third party/California State Mediation and Conciliation Service shall provide the results of the election to both parties as soon as it has counted the ballots. All questions concerning challenged ballots and other election issues shall be initially decided by the Employee Relations Representative with a right of appeal to the District's Board of Directors. (See Section 16).

(5) Consistent with the provisions of Section 13 of this Resolution which deals with solicitation and distribution of literature rules, all parties involved in the election, i.e., the Employee Organization(s) participating in the election, the District and individual Employees may freely express their views and preferences during the ninety (90) Day campaign period before the election. Any pre-election campaigning shall be conducted in such a fashion so that it does not interfere with District operations. All Employees must at all times adhere to applicable District dress codes.

(6) No representational election may be held in any unit until a period of at least twelve (12) full calendar months has passed since the last representational election was held in that unit.

(7) In the event that a petition for recognition without an election is filed under 9.1, the Employee Organization and the union fails to submit written proof consistent with Section 9 that a majority of the employees desires that it represent the employees in their employment relations with the District, the Employee Organization, and the Employee Organization does not seek an election under Section 10, the Employee Organization may not file a new petition until a period of at least twelve (12) full calendar months has passed since the date the third party or State Conciliation representative has certified the number who desire representation.

(8) If the District Employee Relations Representative verifies that an Employee Organization has received affirmative votes from a majority of the eligible Employees in an appropriate unit, based on the election results provided by the neutral third party/California State Mediation and Conciliation Service and the Employee Relations Representative's resolution of any outcome determination challenged ballots, the Employee Relations Representative shall so report to the District's Board of Directors at its next regularly scheduled meeting. Upon receiving such a report, the Board of Directors shall certify the Employee Organization as the Exclusive Majority Representative for the unit in which the

election was held. Once such certification has been issued, it may only be withdrawn if the Exclusive Majority Representative subsequently loses a decertification election or if the District has a good faith doubt that the Exclusive Majority Representative continues to enjoy majority support from Eligible Employees in the unit in question.

10.2.4 Decertification Election

(1) Petitions to decertify an exclusive Employee Organization shall be filed in accordance with the following time lines:

(a) Where an employee organization has been granted recognition following a secret ballot election pursuant to Section 10.2.1-10.2.3, any exclusive Employee Organization may be decertified through a decertification election conducted in accordance with this section after a valid decertification petition has been filed. Any such petition for decertification of an exclusive representative shall be filed with the Employee Relations Representative. No election pursuant to such a petition shall be held until the expiration of at least twelve (12) months from the date of the Exclusive Majority Representative's certification, as such, by the District.

(b) Where an Employee Organization has been granted recognition based on a verified representation that a majority of employees, through cards or signatures, has selected the Employee Organization pursuant to Section 10.1 and no election has been held, a Petition for Decertification may be filed at any time within the forty-five (45) calendar days following the posting of a Notice of Recognition by the District indicating that it has recognized the Employee Organization.

(c) If an employee organization is not decertified as a result of Petition filed under subsection (b), above, the provisions of Subsection (a) shall apply and a Petition for Decertification can be filed at any time after the expiration of one year from the posting of a Notice of Recognition by the District indicating that it has recognized the Employee Organization the grant of recognition.

(2) Said decertification petition must be accompanied by written proof, dated within six (6) months of the date upon which the petition is filed, that at least 30% of the eligible Employees who are in the appropriate unit either no longer wish to be represented or wish to have a decertification election.

(3) Any Employee who inquires of a District manager or supervisor as to the procedure for conducting a decertification election shall be directed to the District Employee Relations Representative, or his designee, who shall provide said Employee with a copy of this procedure without comment; provided, however, that the Employee Relations

Representative may answer any questions concerning the procedure which are directed to him.

(4) Upon determination by the District Employee Relations Representative that a decertification petition meets the requirements of this subsection, he or she shall arrange to have the California State Mediation and Conciliation Service conduct a secret ballot election to determine whether a majority of the eligible Employees in the unit in question now wish to decertify that Recognized Employee Organization. A decertification petition shall be granted and a Recognized Employee Organization shall be decertified unless a majority of the eligible Employees within the applicable unit vote against the decertification.

(5) The decertification election shall be conducted by the State Mediation and Conciliation Service in accordance with the election rules in this section.

10.2.5 Conduct Affecting an Election

(1) If any party to an election considers that there has been improper conduct which has affected the results of the election, that party may file a statement with the Board of Directors requesting it to declare the election invalid and direct the Administrator to arrange for a second election. Such a statement must be delivered to the Board within fourteen (14) calendar days of the date of the tally of ballots and served on all interested parties. Such request shall also state the reasons that a new election is sought and must list a summary of the factual assertions upon which the request is based.

(2) The Board may designate a representative to meet with all interested parties for the purpose of receiving evidence before responding to any such request.

(3) The Board may grant the request or deny it and may also direct that any further election be delayed to permit adverse effects of misconduct to dissipate.

10.2.6 Rescission of Agency Shop Agreement or Provision

(1) At any time, a group of Employees in an established unit may file a petition to rescind an existing agency shop agreement or a provision contained in a Memorandum of Understanding that provides for an agency shop.

(2) Such a petition shall be supported by thirty percent (30%) of the Employees in the unit, shall be filed with the regional office of the Public Employee Relations Board (“PERB”), and shall be in compliance with the Section 3502.5 of the Act and with current regulations published by PERB regarding the rescissions of agency shop agreements or provisions.

(3) Upon a secret ballot election conducted by PERB, if a majority of Employees vote to rescind the agency shop, the agreement shall be rescinded or the provision in the MOU shall be revoked.

10.2.7 Procedure for Modification of Established Appropriate Units

(1) Requests by Employee Organizations for modifications of established appropriate units may be considered by the Employee Relations Representative. Such requests shall be submitted in the form of a Petition and, in addition to the requirements set forth in Section 6 of this Resolution, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 7 hereof. The Employee Relations Representative shall determine whether or not such a requested modification is appropriate under the criteria set forth in Section 8 of this Resolution and, if so determined, shall process such a petition as a Petition under this Resolution.

(2) The Employee Relations Representative may on said Representative's own motion propose that an established unit be modified. The Employee Relations Representative shall give written notice of the proposed modification(s) to any affected Employee Organization and shall hold a meeting concerning the proposed modification(s), at which time all affected Employee Organizations shall be heard. Thereafter the Employee Relations Representative shall determine the composition of the appropriate unit or units in accordance with Section 7 of this Resolution, and shall give written notice of such determination to the affected Employee Organizations. If a unit is modified pursuant to the motion of the Employee Relations Representative hereunder, Employee Organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new appropriate unit or units pursuant to Section 6 hereof.

10.2.8 Costs of Election

Each party shall bear its own costs in an election. The parties shall share equally any costs incurred by any agreed upon third party or by the California State Mediation and Conciliation Service which are not borne by that service.

SECTION 11: DISTRICT EMPLOYEE RELATIONS REPRESENTATIVE

The Board of Directors hereby designates the District's Chief Executive Officer as the District Employee Relations Representative who shall be the District's principal representative on all matters of Employer-Employee Relations, with authority to Meet and Confer in Good Faith on matters within the Scope of Representation, including wages, hours, and other terms and conditions of employment. The District Employee Relations Representative is authorized to delegate his/her duties and responsibilities. The District Employee Relations Representative may adopt reasonable rules or regulations for the conduct of elections provided for in Section 10 and the imposition of sanctions provided for in Section 14, subject to approval by the Board of Directors.

SECTION 12: IMPASSE/MEDIATION PROCEDURES

12.1 Voluntary Mediation Procedures;

Consistent with Government Code 3505.2, Mediation in order to resolve differences that arise between the parties is voluntary and either the District or a Recognized Employee Organization may decline to participate in Mediation. If both parties voluntarily agree to submit the dispute to Mediation, and agree on the selection of a mediator, the dispute shall be

submitted to Mediation. All Mediation proceedings shall be private and non-binding. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

12.2 Impasse Procedure Without Mediation

12.2.1 If either the District or a Recognized Employee Organization do not agree Mediation, or if they fail to agree on a mediator and, if the parties are at impasse the Impasse procedure may be invoked.

12.2.2 A Recognized Employee Organization may initiate the Impasse procedure by filing a written request with the Board of Directors with a copy to the District Employee Relations Representative for an Impasse meeting together with a statement of its position on all disputed issues.

12.2.3 The District may initiate the Impasse procedure by filing a written request with the Board of Directors with a copy to the Recognized Employee Organization for an Impasse meeting together with a statement of its position on all disputed issues.

12.2.4 The Board of Directors, at its next regular Board meeting, shall direct that an Impasse meeting be scheduled within five (5) Days, or such longer period as the parties may agree, to be attended by Management Representatives and Representatives of the Employee Organization, with written notice to all parties affected.

12.2.5 The purpose of such Impasse meeting is to permit a review of the position of all parties in a final effort to reach agreement on disputed issues.

12.2.6 The costs for the impasse procedure shall be borne equally by the District and the Recognized Employee Organization. The cost for other separately incurred costs shall be borne by such party.

12.2.7 If no Impasse meeting is held pursuant to this Section 12.2, or if Impasse meeting is held and no agreement is reached, the dispute shall be referred to the Board of Directors for final resolution. Both the Employee Organization Representative and the District Representative may submit a final written statement to the Board of Directors whose determination shall be final and binding.

12.2.8 Prior to the dispute being considered by the Board under 12.2.7, each party may submit a written statement as to its position and include its recommended resolution of the dispute. In its discretion, the Board may take such action as it deems appropriate as being in the public interest, including the implementation, in whole or in part, of a last, best and final offer by the District to the Employee Organization. Any action by the Board of Directors on such an impasse shall be final and binding.

12.3 Impasse Procedure Following Mediation

12.3.1 If the parties have agreed to mediation under Government Code 3505.2, and such mediation has not resolved the dispute, and if the Employee Organization has

invoked Impasse breaking procedures under the Act, the parties shall thereafter comply with the Act and shall have the rights and obligations contained therein.

12.3.2 If the parties have agreed to mediation under Government Code 3505.2, and such mediation has not resolved the dispute, and if the Employee Organization does not invoke Impasse breaking procedures in compliance with the Act, the dispute shall be referred to the Board consistent with Section 12.2.7 and 12.2.8.

SECTION 13: SOLICITATION AND DISTRIBUTION OF WRITTEN MATERIAL ON DISTRICT PREMISES

13.1 Rules Applicable to Employees

13.1.1 Employees of the District may not solicit at any time, for any purpose, in immediate patient care areas of the Hospital, such as patient rooms, operating rooms and places where patients receive treatment, such as Radiology and therapy areas, or in any other area that would cause disruption of health care operations or disturbance of patients, such as corridors in patient treatment areas and rooms used by patients for consultations with physicians or meetings with families or friends.

13.1.2 Employees may not distribute literature during working time, for any purpose. "Working time" is defined in 13.3 below.

13.1.3 Employees may not distribute literature at any time, for any purpose, in working areas. "Working" areas are all areas in the Hospital, except the cafeteria, employee lounges and parking areas.

13.2 Rules Applicable to Non-Employees

Non-employees are not permitted to engage in solicitation or distribution of literature on District property at any time for any purpose, unless specified in this Section 13.

13.3 Working Time

For the purposes of this Section 13, "Working time" includes the working time of both the employee engaged in soliciting or distributing and the employee to whom the soliciting or distributing is directed. "Working time" does not include rest periods or meal breaks.

13.4 Exclusions

The Chief Executive Officer of the District may grant exclusions to this policy for District sponsored events which serve charitable and public service purposes such as United Way, and for Foundation fundraisers and for those activities that advance the general health care mission of the District.

SECTION 14: STRIKES AND WORK STOPPAGES

14.1 In view of the fact that the District operates the only acute care hospital in the City of Sonoma, there is a presumption that any strike by District Employees will create a substantial and imminent threat to the public's health and safety. This section, which sets out the procedures and rules under which District Employees may exercise their right to strike, is

intended to create procedures that will protect the public's health and safety.

14.2 Each Employee must give the District at least ten (10) days' advance written notice of his/her intention to strike. Such written notice shall specify the date and time the Employee(s) intend to strike and shall also contain a statement as to why the proposed strike will not pose a threat to the public health and safety. In the case of Employees in employed in a unit which is represented by an Recognized Employee Organization, the Recognized Employee Organization may not engage in, call for or encourage in any way any strike, picketing, work slowdown, sick out or other concerted refusal to work without first giving the District at least ten (10) days' advance written notice of such strike, picketing, work slowdown, sick out or other concerted refusal to work (hereafter collectively referred to as "strike"). Such written notice shall specify the date and time the Employee(s) intend to strike and shall also attach a written statement as to why the proposed strike will not pose a threat to the public health and safety. If the an Employee or Employees, as the case may be, do not go out on strike at the noticed date and time, a new ten (10) day written notice must be given before they may go out on strike.

14.3 Within five (5) Days after receiving a ten Day strike notice, the District's Employee Relations Representative will determine whether the noticed strike poses a serious threat to public health and safety. In reaching this decision, the Employee Relations Representative will consider the strike notice statement concerning public health and safety. If the Employee Relations Representative determines that the proposed strike will pose a substantial and imminent threat to public health and safety, he/she shall notify the Employee(s) and/or Exclusive Majority Representative in question of his/her determination, and the noticed strike may not proceed. If the Employee(s) or Exclusive Majority Representative in question disagrees with the Employee Relations Representative's determination they may appeal to the District's Board of Directors pursuant to Section 16. If the Board of Directors also determines that the proposed strike will pose a threat to public health and safety, the proposed strike may not proceed unless and until a court of competent jurisdiction rules otherwise.

14.4 Any strike which is undertaken in violation of the above requirements shall be unlawful and shall constitute an unfair practice. The District's Employee Relations Representative shall be entitled to seek injunctive and/or monetary relief against any Employee(s) who engage in, or in the case of an Recognized Employee Organization, which calls, endorses or encourages such an unlawful strike

14.5 Any employee who engages in, or encourages any strike, picketing, work slowdown, sick out or other concerted refusal to work in breach of this Section 14 shall be subject to discipline including immediate termination of employment.

SECTION 15: CONSTRUCTION

15.1 The Board of Directors may adopt such rules and regulations necessary or convenient to implement the provisions of this resolution and of Chapter 10, Division 4, Title 1, of the Government Code of the State of California. Nothing in this resolution shall be construed to deny any person or Employee any rights granted by Federal or State laws. The rights, powers, and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by this resolution.

15.2 If any provision or portion thereof contained in this resolution, or the application thereof, to any persons or circumstance is held to be unconstitutional, invalid, or unenforceable, the remainder of this resolution and the application of such provision, or portion thereof, to other persons or circumstances shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15.3 The provisions of this resolution shall supersede and take precedence over the provision of any prior resolutions, minute orders or statements of policy by the Board of Directors of the District dealing with the same subjects and matters as are covered herein.

15.4 Whenever written notice is required by this resolution it shall be deemed to have been received on the Day immediately following the Day it was mailed (excluding Saturdays, Sundays and holidays on which the offices of the District are closed) by first class registered or certified mail, postage prepaid to the Chief Executive Officer, Sonoma Valley Hospital at 347 Andrieux Street, Sonoma, California, and to any Employee Organization at its last address furnished to the District.

SECTION 16: APPEALS

16.1 An employee organization or employee that is aggrieved by any decision by the District or the District Employee Relations Representative under Sections 9, 10 or 16, including, but not limited to, any decision as to the appropriateness of a unit under 9.2.2., may challenge such decision by filing an appeal to the Board for final decision within fifteen (15) days of the District's or the District Employee Relations Representative's written decision.

16.2 Appeals to the Board shall be filed in writing with the District Secretary and a copy thereof served on the District Employee Relations Representative. The Board shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a neutral third party for resolution. Any decision of the Board in resolving such a dispute, or on the referral of such a dispute to a third party, or any decision of such a third party, shall be final and binding. The Board shall not reverse any decision as to the appropriateness of a unit under 9.2.2 unless such decision is arbitrary and capricious.

SECTION 17: TIME OFF TO MEET AND CONFER

17.1 A Recognized Employee Organization may select a reasonable number of employee members of such organization to attend scheduled meetings as part of the District's meet and confer obligations under this Resolution. The selection of such employee members and their attendance at meetings during his/her regular work hours shall be subject to this Section 17:

17.2 Employee representatives must obtain the specific approval of their immediate supervisor or other authorized management official in advance of the meet and confer session, provided that such approval shall not be unreasonably withheld.

17.3 In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department in which the employee members are employed.

17.4 The employee members of the Recognized Employee Organization, once selected and named to attend meetings, shall not be substituted without notice to the District and compliance with this Section 17.

SECTION 18: EFFECTIVE DATE

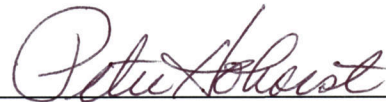
This resolution shall be effective December 2, 2011.

PASSED AND ADOPTED THIS 1st day of December, 2011, by the following vote:

AYES: 5

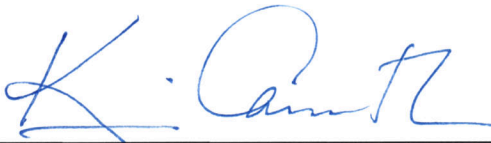
NOES: 0

ABSENT: 0



Chair, SONOMA VALLEY HEALTH CARE DISTRICT and of the Board of Directors thereof

ATTEST:



Secretary, SONOMA VALLEY HEALTH CARE DISTRICT and of the Board of Directors thereof