



NATIONAL UNION OF HEALTHCARE WORKERS

National Union of Healthcare Workers

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Collective Bargaining Agreement with Hazel Hawkins Memorial Hospital

July 1, 2012 – June 30, 2015

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PREAMBLE

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between SAN BENITO HEALTH CARE DISTRICT, hereinafter referred to as the "District" and NATIONAL UNION OF HEALTHCARE WORKERS (NUHW) and/or designee, hereinafter referred to as the "Union." The parties agree that the purpose of this Memorandum of Understanding is to foster harmonious labor-management relations and to create a work place environment that is mutually cooperative, supportive, and trusting.

ARTICLE 1 PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding has been executed by a representative(s) of San Benito Health Care District, and by a representative(s) of NUHW and/or designee.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

Section 1. The District shall not discriminate against any employee covered by this Memorandum by reason of such employee's activity for, or membership in, the Union, providing that such activity does not interfere with the employee's regular duties or the operation of the District. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

Section 2. The District and the Union agree that the provisions of the Memorandum shall be applied equally to all employees covered herein without favor or discrimination because of physical or mental disability, religion, race, national origin, color, ancestry, sex, sexual orientation, age, pregnancy, political affiliation, or other status protected by federal, state, or local laws.

ARTICLE 3 RECOGNITION

The District hereby recognizes the Union as the sole bargaining agent for purposes of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment representing the employees identified in Appendix A insofar as the Government Code and other applicable codes, laws, and regulations of the State of California might permit.

ARTICLE 4 AUTHORIZED AGENT

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. San Benito Health Care District's principal authorized agent shall be the Chief Executive Officer or his/her duly authorized representative.

San Benito Health Care District
911 Sunset Drive
Hollister, CA 95023

B. Union's authorized agent shall be the President or his/her duly authorized representative.

National Union of Healthcare Workers
5801 Christie Avenue, Suite 525
Emeryville, CA 94608

ARTICLE 5 MANAGEMENT RIGHTS

The District will continue to have, whether exercised or not, all the rights, powers, and authority heretofore existing, including but not limited to: to maintain and improve the efficiency and effectiveness of the District's operations, including the right to establish methods of operations and procedures, including, for example, program and client evaluation procedures; to direct its work force, including the right to determine job classifications of employees, to determine within job classifications work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Memorandum; to establish, modify, or eliminate job descriptions and classifications; to establish, issue and enforce rules and regulations; to determine the procedures, qualifications and standards of selection for employment and jobs; to select and hire new employees, including temporary employees (the use of temporary employees is not intended to displace bargaining unit employees); to take disciplinary action, including suspending, demoting or discharging employees; to relieve its employees of duties because of a lack of work, reduced funding or other legitimate reasons; to abolish positions because of a lack of work, reduced funding or other legitimate reasons; and to determine the methods, means and personnel by which operations are to be conducted.

These rights shall be limited only by the express terms of this Memorandum and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California. The exercise by the District of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 6 UNION MEMBERSHIP

Section 1. MEMBERSHIP

As a condition of employment, all new employees covered by this Memorandum shall, thirty-one (31) days after the date of hiring, do one of the following: (1) become a Union member; (2) elect to pay an agency fee equal to the percentage of the regular dues that are used for legally permissible representation purposes; or (3) elect to pay, if the

employee qualifies under Section 2 of this Article, a charitable contribution equal to the agency fee.

During the term of this Memorandum, employees may elect, by providing written notice to the District and Union, to move between being a Union member, an agency fee payer, or a charitable contribution payer.

The parties agree that a failure of an obligated employee in a bargaining unit position to pay Union dues, agency shop fees, or an equivalent charitable contribution shall be grounds for the Union to notify the District to terminate the employee. The Union shall provide the District with written notice of an employee's failure to comply with the requirements of this Section. Within three (3) working days after the District's receipt of such notice, it shall notify the employee of his/her termination.

Section 2. CHARITABLE FEE DEDUCTION

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues or agency shop fees to a California non-profit corporation or any such other non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following organizations: Emmaus House, American Cancer Society, and Community Foundation for San Benito County.

Proof of such payment made by the employee shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.

Section 3. DEDUCTION OF UNION DUES/AGENCY FEES

- A. During the life of the Memorandum, the District will deduct Union membership dues/agency fees and COPE contributions from the salary of each employee who voluntarily agrees to such deductions or contributions, and who submits a standard written authorization to the District. Non-Union members shall have the right to pay the agency fee directly to the Union instead of having it deducted from their salary. However, they also may choose to authorize payroll deductions in the same manner as Union members.
- B. The written authorization by the employee to deduct Union membership dues/COPE/agency fees may be revoked at any time upon the employee's delivery to the District a written revocation of the authorization.

- C. The District shall make deductions on a monthly basis. Each month's deductions shall be made by the District and shall be remitted to the Union at:

National Union of Healthcare Workers
5801 Christie Avenue, Suite 525
Emeryville, CA 94608

Section 4. FORFEITURE OF DEDUCTIONS

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one (1) pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that period.

Section 5. UNION'S RECORD OF FINANCIAL TRANSACTIONS

The Union agrees to keep an itemized record of its financial transactions and shall make available to the District and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor Management Disclosure Act of 1959 covering employees governed by Government Code section 3500 *et seq.*, or required to file financial reports under California Government Code section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of such financial reports.

Section 6. INDEMNIFICATION

The Union shall indemnify the District and hold it harmless against any and all suits, claims, demands, and liability that arise out of or by reason of any action that shall be taken in connection with this Article. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

ARTICLE 7 EMPLOYMENT CATEGORIES AND STATUS

For the purpose of compensation and fringe benefits eligibility computation, bargaining unit employees shall be categorized as regular full-time, regular part-time, or per diem. A change in an employee's employment category must first be approved in writing by the District.

Section 1. EMPLOYMENT STATUS

A. Regular Full-Time

A regular full-time employee is an employee who is regularly scheduled to work at least seventy-two (72) hours in a bi-weekly pay period.

B. Regular Part-Time

A regular part-time employee is an employee who works on a regular basis of at least forty (40) hours in a bi-weekly pay period. A regular part-time employee shall receive salary and benefits prorated in ratio to the number of hours paid as compared to full-time. "Hours paid," as the term is used in this Article and in this Memorandum of Understanding, shall include paid overtime hours, paid straight time hours, paid sick leave hours, paid holiday hours, and paid vacation hours.

C. Per Diem

A per diem employee is employed by the District on an intermittent or availability basis who is scheduled by the District for less than forty (40) hours in a bi-weekly pay period.

1. Availability, Scheduling and Holidays

Per diem employees must provide their availability to work at least five (5) shifts each month, including one (1) weekend shift. Per diem employees also must provide their availability to work at least two (2) National Holidays – as defined in Article 15, Section 1 – per year. Such availability for the at least five (5) shifts per month and the at least two (2) National Holidays may not be days where the full complement of shifts have already been filled and/or requested. Per diem employees must submit their availability for shifts in writing within the time frame specified by the Manager.

Per diem employees who do not meet the availability requirements will be subject to termination. Per diem employees who do not work in a sixty (60) day period may be terminated. However, a per diem employee who satisfies either of the following conditions will not be terminated due to not complying with the requirements of this Section if: (1) the per diem employee is on an approved leave of absence from the Hospital; or (2) the per diem employee meets the availability requirement set forth in this Section, but is not scheduled to work within the sixty (60) day period.

2. Reclassification of Per Diem Employees

a. Reclassification of Per Diem Employees Working Forty (40) To Seventy-One (71) Hours Per Pay Period

In order to be eligible to be reclassified to a regular District employee, a per diem employee must have worked between forty (40) hours and seventy-one (71) hours in each pay period for three (3) consecutive months. Hours worked filling in for employees

on a leave of absence do not count toward obtaining the hours necessary for eligibility for reclassification. If a per diem employee meets the above hours requirements and there is a vacant benefited position in the same classification the employee has been working in, the District will reclassify, at the employee's request, the per diem employee to a regular employee.

The parties agree to meet on an as needed basis, and no more than two (2) times per fiscal year, to review whether any Per Diem employees meet the criteria above and, if so, whether any vacant benefited position in the same classification as the employee(s) have been working in exists. Such meetings shall occur on a mutually agreed upon date and time and shall consist of up to two NUHW representatives and up to two (2) District representatives.

b. **Reclassification of Per Diem Employees Working Seventy-Two (72) Or More Hours Per Pay Period**

In order to be eligible to be reclassified to a regular full-time District employee, a per diem employee must have worked seventy-two (72) hours or more in each pay period for three (3) consecutive months. Hours worked filling in for employees on a leave of absence do not count toward obtaining the hours necessary for eligibility for reclassification. If a per diem employee meets the above hours requirements, the District will reclassify, at the employee's request, the per diem employee to a regular employee.

3. **Benefit Accrual**

Benefit accruals shall be effective as of the beginning of the pay period closest to the date of a per diem employee's reclassification to regular employment status. Benefit accruals for reclassified employees are subject to any eligibility, waiting periods, or other requirements contained in this Memorandum or in the applicable plan policy's requirements.

Per diem employees shall not have their work hours reduced solely to prevent them from advancing to regular District employee status when per diem hours continue to be available.

Section 2. INTRODUCTORY PERIOD

The introductory period for a new regular full- or part-time employee or a regular full- or part-time employee who formerly worked for the District and to whom one of the conditions set forth in Article 8, Section 4 of this Memorandum is applicable shall be ninety (90) calendar days of continuous employment.

A new regular full- or part-time employee or a former regular full- or part-time employee rehired by the District after one of the conditions set forth in Article 8, Section 4 of this Memorandum occurred, shall have no seniority rights and may be terminated at any

time during the introductory period for any reason, and the employee shall have no recall rights or recourse to the grievance and/or arbitration procedure with respect to any discipline or discharge. Upon completion of the introductory period, the employee's seniority shall be computed as of the date of most recent hire.

Section 3. INTRODUCTORY PERIOD FOLLOWING PROMOTION OR DEMOTION

If an employee is promoted into a different classification within the bargaining unit, he/she shall serve a ninety (90) day introductory period in the new classification. Should the employee not successfully complete the promotional period, he/she shall be reinstated (bumped) into the classification held immediately before the promotion, and the employee hired to replace the employee may be terminated.

If an employee is demoted to a different classification within the bargaining unit, he/she shall serve a ninety (90) day introductory period. An employee may be terminated should he/she not successfully complete the introductory period after being demoted.

Section 4. INTRODUCTORY PERIOD FOR PER DIEM EMPLOYEES

The introductory period for a new per diem employee or a per diem employee who formerly worked for the District, and to whom one of the conditions set forth in Article 8, Section 4 of this Memorandum is applicable, shall be ninety (90) days of work within a one (1) year period of time.

A new per diem employee or a former per diem rehired by the District after one of the conditions set forth in Article 8, Section 4 of this Memorandum occurred, shall have no seniority rights and may be terminated at any time during the introductory period for any reason and the employee shall have no recall rights or recourse to the grievance and/or arbitration procedure with respect to any discipline or discharge. Upon completion of the introductory period, the employee's seniority shall be computed as of the date of most recent hire.

ARTICLE 8 SENIORITY

Section 1. SENIORITY DEFINED

The most recent date of hire, anniversary date of hire or adjusted anniversary date shall be used in determining benefit eligibility. However, anniversary dates of hire shall be adjusted to reflect any leaves of absence without pay totaling thirty (30) or more calendar days in any twelve (12) month period (unless otherwise provided by law or as provided in this Memorandum), including but not limited to periods of suspension and layoffs for purposes of determining compensation, promotion to higher classifications, and/or accrual of benefits.

Section 2. RETURN TO UNIT

Any bargaining unit employee who accepts a non-bargaining unit position with the District may return to the bargaining unit without a break in seniority, provided that: (1) there exists a vacancy to which the employee can return; (2) the employee is qualified to perform the vacancy; and (3) such return occurs within thirty (30) calendar days of the acceptance of the non-bargaining unit position.

Section 3. SENIORITY LIST

The District shall maintain an anniversary date list that will be provided to the Union twice per calendar year on January 15th and July 15th.

Section 4. LOSS OF SENIORITY

An employee's seniority shall be terminated by:

- a. Discharge for cause;
- b. Resignation;
- c. Failure to return from a leave of absence in accordance with the terms of the leave;
- d. Twelve (12) consecutive months of layoff without recall.

ARTICLE 9 WAGES

Section 1. HOURLY WAGES

A. First (1st) Year Of The Memorandum

In the first year of the Memorandum, and beginning effective as of July 2, 2012, following the complete ratification of the parties' Agreement, the District agrees to provide a two and one half percent (2.50%) increase to the salary schedule to all employees within the bargaining unit.

Effective as of the beginning of the first pay period in March 2013, the District agrees to provide a two percent (2.00%) increase to the salary schedule to all employees in the bargaining unit.

In addition to the salary schedule increase agreed upon above for all bargaining unit employees, the District agrees to provide a four percent (4.00%) increase to the salary schedule of the employees in the classifications of Cook and Food Service Worker who are assigned to the Acute Hospital. Such increase shall be provided beginning effective as of July 2, 2012, following the complete ratification of the parties' Agreement.

In addition to the salary schedule increase agreed upon above for all bargaining unit employees, the District agrees to provide a one percent (1.00%) increase to the salary

schedule of the classification of Certified Nursing Assistant – SNF. Such increase shall be provided beginning effective as of July 2, 2012, following the complete ratification of the parties' Agreement.

B. Second (2nd) Year Of The Memorandum

Effective as of the beginning of the first pay period in July 2013, the District agrees to provide a two and one half percent (2.50%) increase to the salary schedule to all employees within the bargaining unit.

Effective as of the beginning of the first pay period in January 2014, the District agrees to provide a two percent (2.00%) increase to the salary schedule to all employees in the bargaining unit.

C. Third (3rd) Year Of The Memorandum

Effective as of the beginning of the first pay period in July 2014, the District agrees to provide a two and one half percent (2.50%) increase to the salary schedule to all employees within the bargaining unit.

Effective as of the beginning of the first pay period in January 2015, the District agrees to provide a two percent (2.00%) increase to the salary schedule to all employees in the bargaining unit.

Section 2. STEP INCREASES

An employee shall advance a step, until there are no further steps to advance, on the salary schedule within the employee's designated classification effective upon the employee's anniversary date as defined in this Agreement.

Section 3. SALARY SCHEDULE

The District's salary schedule for bargaining unit employees is attached as Appendix B.

Section 4. SHIFT DIFFERENTIAL

A. Evening Shift Differential

A shift differential of Two Dollars (\$2.00) per hour for each hour worked on the evening shift.

Although there are variations in when an evening shift occurs, for an employee to be eligible for an evening shift differential, the employee must work four (4) or more hours after 6:00 p.m.

B. Night Shift Differential

A shift differential of Three Dollars (\$3.00) per hour for each hour worked on the night shift.

Although there are variations in when a night shift occurs, for an employee to be eligible for a night shift differential, the employee must work between 11:00 p.m. and 7:00 a.m.

C. Computation Of Shift Differential

Shift differentials shall be paid on hours actually worked and shall be included in the employee's hourly rate of pay for the purposes of overtime computation.

Section 5. RELIEF IN HIGHER PAID CLASSIFICATION

If the District assigns an employee to work in a classification that has a higher rate of pay for a minimum of two (2) consecutive hours, the employee will be compensated at the rate of pay of the higher paid classification. In order to be eligible to receive the higher rate of pay, the employee must be qualified to perform, and actually perform, all duties of the higher paid classification.

Section 6. BILINGUAL SERVICES

Unless otherwise specified in a job description, bargaining unit employees shall not be required to provide bilingual translation services for the District. Employees may elect to be included on the District interpreter call list. By being placed on the District interpreter call list, an employee is agreeing to provide bilingual translation services for the District during his/her working hours.

ARTICLE 10 OVERTIME

Section 1. DAILY COMPENSATION

Work in excess of eight (8) hours per day shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay up to a total of twelve (12) hours per day. Work in excess of twelve (12) hours shall be compensated at the rate of two (2) times the regular rate of pay.

Section 2. BI-WEEKLY COMPENSATION

Work in excess of eighty (80) hours worked in the bi-weekly pay period shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay for the day(s) on which the overtime is worked.

Section 3. AUTHORIZATION OF OVERTIME

All work qualifying for overtime payments must be authorized in advance by the District. There shall be no pyramiding of overtime pay provided for in this Memorandum.

Section 4. REPORTING PAY

If an employee reports for work for his/her regularly scheduled shift and is not permitted to work because of circumstances within the control of the District, that employee shall receive reporting time pay of half of the employee's scheduled workday, which shall not be less than two (2) hours of pay and not more than four (4) hours of pay, as applicable.

ARTICLE 11 WORK WEEK

Section 1. POSTING OF SCHEDULES

Monthly schedules for bargaining unit employees will be posted no less than fourteen (14) calendar days in advance of the schedule going into effect. The posting requirement may be waived in emergency situations or in response to patient care or District operating needs.

In the event the District needs to change an employee's schedule after it has been posted, the District will utilize the following process. The District will first seek volunteers, where the employee will not be eligible to receive overtime or premium pay for accepting the shift, in descending seniority order by Department and location – meaning the District shall not be required to offer the shift to an employee who is assigned to a different work location from where the open shift is located – in the following order:

- A. Part-time employees
- B. Full-time employees
- C. Per Diem employees

If the shift remains unfilled, and overtime or premium pay will be incurred, the District will seek volunteers in descending seniority order by Department and location – meaning the District shall not be required to offer the shift to an employee who is assigned to a different work location from where the open shift is located – in the following order:

- A. Full-time employees
- B. Part-time employees
- C. Per Diem employees

If no employee accepts the shift, then the District shall provide the affected employee, where possible, with at least twenty-four (24) hours notice of the change in the schedule

and, in situations where such notice is not possible, will provide the affected employee with prompt notice of the change in the schedule.

Section 2. REST BETWEEN SHIFTS

Each regular full- and part-time employee shall have an unbroken rest period of at least eight (8) hours between shifts.

For purposes of this Section, a shift is defined as an employee working his/her regular schedule of eight (8) hours.

If an employee does not have eight (8) hours rest between shifts worked, the employee will be paid at the rate of time and one half (1-1/2) for all hours worked until eight (8) hours have elapsed from the completion of the employee's preceding shift worked.

Section 3. 12-HOUR SHIFTS

In the event the District decides to implement 12-hour shifts for employees, before implementing the change, it shall notify the Union of that decision. The District agrees to meet and confer regarding the impact of that decision on the terms and conditions of employment.

Section 4. WEEKEND OFF SCHEDULING

The District shall make a reasonable effort to schedule each Certified Nursing Assistant off at least two (2) weekends per month, unless waived, in writing, by the employee.

Section 5. TIME SHEETS

Upon an employee's request, a print out of the employee's time worked during the previous pay period shall be made available to the employee for review on Payroll Monday (which is the Monday following the close of the previous payroll period) or, in the case of a Holiday falling on a Payroll Monday, on the following Tuesday.

ARTICLE 12 MEAL AND REST PERIODS

Section 1. MEAL PERIOD AND PAYMENT FOR MEAL TIME WORKED

Employees who are scheduled to work a minimum of six (6) hours within a spread of six and one half (6-1/2) hours shall receive not less than a one-half (1/2) hour meal period. Meal periods are normally thirty (30) minutes and are not included as time worked for pay purposes. If an employee is required and authorized by the District to work during the meal period, such meal period shall be paid as time worked for the purpose of computing overtime.

Section 2. REST BREAKS

Employees shall receive one (1) fifteen (15) minute break per four (4) hours of work or substantial portion thereof. Rest periods may not be skipped or grouped together to extend the meal period or taken so as to allow the employee to leave work early.

ARTICLE 13 CALL-OFFS, DAILY CANCELLATIONS AND FLOATING

Section 1. CALL-OFFS

It may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions, due to the District's operating needs, when staffing needs to be adjusted on a temporary basis. Insofar as it is practicable, the District will attempt to avoid daily cancellations.

Eligible employees who are cancelled may take the day off without pay or use vacation (where applicable) at the employee's discretion. An employee electing to use vacation shall notify the District at the time of being notified of the call-off and shall complete the necessary forms for taking such vacation.

Section 2. ORDER OF CALL-OFF

Subject to patient care considerations and staffing needs, when it is necessary to call-off employees pursuant to this Article, employees shall be called-off in the following order:

1. Registry/Travelers;
2. Employees receiving double time;
3. Employees receiving overtime;
4. Temporary employees;
5. Per Diem employees;
6. Part-time employees working shifts over and above their regular schedule; and
7. Regular Full-time employees and Regular Part-time employees working their regular schedule.

Within each category above, call-offs shall be by reverse order of seniority (from the least senior to the most senior) within a Department provided that the patient care and the District's operating needs are satisfied and the remaining employees are qualified and able to perform the work.

The District will accept volunteers for call-off before utilizing the above procedure. However, unless the District, in its discretion otherwise permits, the volunteering for call-off shall not result in the District utilizing the services of an employee eligible for overtime or premium pay who would have been called-off if the District followed the process above.

Section 3. CALL-OFF NOTICE

The District will call-off employees at least two (2) hours prior to the commencement of their scheduled shift.

Section 4. SENIORITY AMONG VOLUNTEERS

If more than one (1) employee in an affected Department volunteers to be called-off, approval shall be based on the following criteria in descending order: (1) the District's operating needs and patient care considerations; and (2) the employees' seniority.

Section 5. FLOATING

Employees may be temporarily assigned to other Departments (floated) to avoid call offs, or to meet the operational needs of the District. An employee may not be floated until the employee has been cross-trained and satisfactorily demonstrated competencies with respect to the duties of the position within the Department to which the employee is being floated. An employee's satisfactory completion of the cross-training and demonstration of the competencies must be documented in writing.

ARTICLE 14 PRORATION OF FRINGE BENEFITS

Section 1. A regular part-time employee will be entitled to receive a proration of fringe benefits equivalent to his/her part-time status. Where applicable, such employee shall be personally required to pay the balance of the proration if he/she desires to receive the proration benefits. It is specifically understood that the District will pay that portion of any premium or benefit equal to the proration of the regular part-time employee's status.

Section 2. It is further understood that the District shall not be obligated to maintain any coverage or benefit for any regular part-time employee who does not desire or does not pay the remaining balance of any premium, or benefit necessary for the employee to pay in order to be entitled to a particular benefit. It is agreed that in the event a regular part-time employee does not participate in the payment of fringe benefits as provided in this Article, the District's obligation to resume any such coverage at a later date shall be subject to any applicable rules and regulations concerning eligibility then in effect for new or resumed coverage, as the case may be.

ARTICLE 15 HOLIDAYS

Section 1. NATIONAL HOLIDAYS

The following national holidays shall be recognized:

New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. NATIONAL HOLIDAY PAY

If an employee is required to work on a recognized holiday, the employee shall be paid time and one-half (1-1/2) for working such holiday. A benefited full or part-time employee, in addition to said time and one-half (1/2) pay, shall be given a compensatory day off. The election of a compensatory day off or pay in lieu thereof shall be at the option of the employee within thirty (30) days before or after the occurrence of said holiday. The District and the employee shall mutually agree upon the particular day to be given as a compensatory day off.

Section 3. BIRTHDAY HOLIDAY

Each full or part-time benefited employee shall receive his/her birthday as a paid holiday.

Section 4. FLOAT HOLIDAY

Each full or part-time benefited employee who has completed one (1) year of employment at the District shall become eligible for one (1) floating holiday per year. Election of the day to be observed as the floating holiday must be made by the employee in writing at least thirty (30) days in advance. The notice shall be sent to the appropriate Department Manager or his/her designee. The District shall make every effort to approve the date selected by the employee in accordance with operational and staffing needs. In the event that the particular day requested cannot be approved, the District and employee shall mutually agree on another day.

Section 5. PAY FOR BIRTHDAY AND FLOAT HOLIDAY

A full or part-time benefited employee who is required to work on his/her birthday or float holiday shall receive a compensatory day off or, in lieu of the compensatory day off, shall be paid two (2) times the employee's straight time hourly rate for the hours worked.

Section 6. DEFINITION OF A HOLIDAY SHIFT FOR PAY PURPOSES

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

Section 7. HOLIDAY WORK HOURS

Holidays are not considered as time worked for purposes of overtime unless the employee actually works the holiday. Sick leave does not constitute a work day.

Section 8. Regular employees who have more than forty (40) hours of accrued holiday time off as of June 30 of each fiscal year shall be paid for any accrued holiday time off in excess of forty (40) hours in a payroll check issued during the month of July.

ARTICLE 16 SICK LEAVE

Each regular full-time employee shall be entitled to sick leave for bona fide illness or accident after completion of ninety (90) calendar days of continuous employment. The employee shall earn sick leave at the rate of one (1) day per month beginning with his/her first month of employment. Sick leave shall be cumulative up to a total of eighty (80) days. Once an employee accumulates eighty (80) days of sick leave, he/she shall not be entitled to earn additional sick leave until falling below the maximum accrual amount.

The District may require a health care provider's verification of all periods of illness of three (3) or more days. The District may also require a health care provider's verification if there is reasonable doubt as to the validity of the illness or if the illness repeatedly occurs the day before or the day following a holiday or a scheduled day off.

Sick leave shall be integrated with any benefits under State of California Disability Insurance.

ARTICLE 17 VACATION

Section 1. ELIGIBILITY

All regular full-time employees are eligible to utilize vacation after six (6) months of continuous employment with the District. Regular full-time employees shall receive vacation with pay in accordance with the following schedule:

One (1) Year	Ten (10) Days
Two (2) Years	Eleven (11) Days
Three (3) Years	Twelve (12) Days
Four (4) Years	Thirteen (13) Days
Five (5) Years	Fifteen (15) Days
Six (6) Years	Sixteen (16) Days
Seven (7) Years	Seventeen (17) Days
Eight (8) Years	Eighteen (18) Days
Nine (9) Years	Nineteen (19) Days
Ten (10) Years	Twenty-One (21) Days
Twenty (20) Years	Twenty-Two (22) Days

Part-time regular employees will receive vacation pay prorated based on hours worked.

Vacation is accrued during the first six (6) months of an employee's employment with the District. Employees, however, cannot take vacation until they have completed six (6) continuous months of employment with the District. Following the completion of a worker's introductory period, he/she accrues vacation as set forth above.

Section 2. NO SEASONAL BAN

No vacation shall be unreasonably denied because of the season of the year. Vacations will be granted in accordance with the staffing and operational needs of the District as determined by the Department Manager.

Section 3. VACATION PAY AT TERMINATION

Accrued vacation pay shall be paid to employees upon termination of employment.

Section 4. LIMITATION OF VACATION ACCRUAL

Vacation accrual shall be limited to two hundred and forty (240) hours. Vacation earned in excess of the two hundred and forty (240) hours shall be paid in lieu of vacation at the end of the fiscal year.

Employees may carry over a maximum of two hundred and forty (240) hours of vacation from one anniversary year to the next. Unused vacation time in excess of two hundred and forty (240) hours will be paid off at the end of the fiscal year.

ARTICLE 18 HEALTH INSURANCE

Section 1. ELIGIBILITY

Health and dental insurance shall be provided for all regular full-time and regular part-time employees on the first of the month following three (3) calendar months of continuous employment in the District. Full-time employees shall pay a monthly contribution for health and dental care coverage according to the following schedule:

Single Coverage	fifteen dollars (\$15.00) per month
Family Coverage	ninety dollars (\$90.00) per month

Section 2. FLEXIBLE BENEFIT PLAN

The Flexible Benefit Plan currently in effect shall continue for the term of the Memorandum of Understanding.

Section 3. In the event health plan requirements (Government Health Plan Requirements) are adopted by the federal or state government(s), which impact the

parties' bargained agreement on health care coverage, the parties shall be required to reopen the relevant Sections of the Agreement and bargain regarding the impact of such changes.

If the parties, as a result of implementation of Government Health Plan Requirements, reach a final, ratified agreement on new terms for medical insurance coverage for NUHW bargaining unit members and another bargaining unit at the District subsequently reaches a final, ratified agreement on medical insurance coverage which contains different terms than that agreed to by NUHW, the District agrees to provide the same terms to NUHW.

Section 4. PRESCRIPTIONS FOR RETIREES

The District shall provide prescription service at the District's cost to retired bargaining unit employees based upon the following conditions:

1. The employee must have retired from the District after September 1, 2009.
2. The employee must retire between age fifty-five (55) and Medicare eligibility.
3. The employee must have completed ten (10) years of continuous benefited service at the District at the time of retirement.
4. The employee must pay for the prescription at the time of pick-up.
5. Employees are only eligible to receive this service until they become eligible for Medicare prescription coverage.
6. The prescriptions must be filled at the District's pharmacy.
7. Mail order prescriptions are not provided.
8. The Pharmacy will use the Blue Cross formulary.

ARTICLE 19 LIFE INSURANCE

Section 1. ELIGIBILITY

Life insurance shall be provided for employees the first (1st) of the month following the employee's completion of ninety (90) calendar days of continuous employment in the District.

Section 2. REGULAR FULL-TIME EMPLOYEES

The District will provide Fifty Thousand Dollars (\$50,000.00) Life Insurance coverage and Fifty Thousand Dollars (\$50,000.00) Accidental Death or Dismemberment coverage for each regular full-time employee. Such insurance shall be provided at no cost to all regular working full-time employees.

Section 3. REGULAR PART-TIME EMPLOYEES

The District will provide life insurance and accidental death or dismemberment insurance for regular part-time employees. The amounts of such insurance shall be Fifty Thousand Dollars (\$50,000.00). The premiums for such insurance shall be paid pursuant to the proration provisions of this Memorandum of Understanding.

ARTICLE 20 RETIREMENT PROGRAM

Eligible employees shall participate in the District's Defined Benefit Pension Plan in accordance with the terms set forth below.

Section 1. ELIGIBILITY

In order to be eligible to participate in the District's Defined Benefit Pension Plan, an employee must be a benefited full- or part-time employee.

Section 2. PARTICIPATION ENTRY DATE

Eligible employees shall begin participating in the District's Defined Benefit Pension Plan effective on the January 1st that follows three (3) consecutive years of employment with the District. During each of those three (3) years, the employee must have worked a minimum of one thousand (1,000) hours.

Section 3. NORMAL RETIREMENT DATE

The normal retirement age shall be age sixty-five (65).

Section 4. NORMAL FORM OF PAYMENT

The form of the payments to employees from the Defined Benefit Pension Plan shall be a monthly annuity payment for the life of the employee.

Section 5. RETIREMENT BENEFIT FORMULA FOR SERVICE

The District shall contribute one and three-tenths percent (1.3%) of the employee's annual compensation in each calendar year.

Section 6. ANNUAL COMPENSATION

For purposes of this Article, annual compensation shall be defined as the employee's base pay.

Section 7. EARLY RETIREMENT DATE

An employee shall be eligible for early retirement in the first (1st) month after attaining fifty (50) years of age, completing fifteen (15) years of consecutive service with the District, and five (5) years of participation in the District's Defined Benefit Pension Plan.

Section 8. EARLY RETIREMENT BENEFIT

An employee who elects early retirement, shall receive the actuarial equivalent based upon UP 84 mortality rate table and six percent (6%) interest rate.

Section 9. VESTING

Employees shall vest in the District's Defined Benefit Pension Plan after completion of five (5) years of service working a minimum of one thousand (1,000) hours in each year.

Section 10. DEATH BENEFITS

The District shall pay fifty percent (50%) J&S benefit, which shall be payable to the employee's spouse.

Section 11. DISABILITY BENEFITS

An employee shall be eligible for disability benefits in the first (1st) month after completing fifteen (15) years of consecutive service with the District and five (5) years of participation in the District's Defined Benefit Pension Plan.

Section 12. SOCIAL SECURITY

Benefits under the District's Defined Benefit Pension Plan are not affected by Social Security Benefits.

ARTICLE 21 LEAVES OF ABSENCE

Section 1. APPLICATION PROCEDURE

An application for a leave of absence, extension and required approval thereof shall be in writing setting forth the details of the leave. Except as provided below or by applicable law, such details shall include but not be limited to the starting and termination date of the leave. The application is to be initiated by the employee. This procedure may be waived in an emergency situation, but such leave of absence must be confirmed in writing within a reasonable time after the emergency.

Section 2. LEAVES WITHOUT PAY

Except as provided below or by applicable law, in the case of an employee returning from a leave of absence without pay of less than six (6) months, the District will restore the employee to the same position. In the case of an employee returning from a leave of absence of greater than six (6) months, but less than twelve (12) months, the District will restore the employee to a comparable position.

A. Eligibility

Except as otherwise provided by applicable law, upon request, leaves of absence, as herein provided, may be granted with the approval of the District. Leaves of absence may be granted after twelve (12) months of continuous employment with the District as a regular full-time employee. A regular part-time employee shall be eligible for such leaves after the equivalent of twelve (12) months of full-time employment, except where otherwise provided by law.

B. Change of Anniversary Date

An employee's anniversary date for the purpose of salary tenure steps, vacation eligibility and similar benefits, shall not be changed until the employee has taken a leave or leaves of absence without pay totaling more than thirty (30) calendar days in any twelve (12) month period (unless otherwise provided by law or as provided in this Memorandum). The anniversary date in such a case shall be adjusted to reflect the total number of calendar days of the leave or leaves.

Section 3. TYPES OF LEAVE

A. Medical Leave

An unpaid medical leave for up to three (3) months shall be granted. In addition to the eligibility requirements set forth above, an employee must provide the District with medical certification, in advance where practicable and foreseeable, including the probable duration of the leave and certification that the employee is unable to perform his/her job duties due to a medical condition.

Benefits shall be maintained during paid portions of the leave and/or during any portion of the leave that qualifies as Family and Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA") leave, as provided below. Beginning on the first (1st) day of the month following the exhaustion of paid time off and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

B. Family and Medical Leave

The District will grant family and medical leave in accordance with the requirements of

applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, these types of leaves are collectively referred to as "FMLA Leave."

An employee must contact his/her supervisor as soon as he/she becomes aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the District of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless the employee and the District have agreed, in writing, otherwise.

1. Employee Eligibility

To be eligible for FMLA Leave benefits, an employee must: (1) have worked for the District for a total of at least 12 months; and (2) have worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months as of the start of the leave.

2. Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one (1) of the following reasons:

- (a) the birth, adoption, or foster care of an employee's child within twelve (12) months following birth or placement of the child ("Bonding Leave");
- (b) to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition ("Family Care Leave");
- (c) an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- (d) a "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave"); or
- (e) to care for a spouse, child, parent or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on

active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran ("Military Caregiver Leave").

3. Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the District and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of twelve (12) workweeks off between the two (2) of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends twelve (12) months after that date.

If both spouses work for the District and are eligible for leave under this policy, the spouses will be limited to a total of twenty-six (26) workweeks off between the two (2) when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing an employee's normal weekly or daily work schedule.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

4. Notice and Certification

(a) Bonding, Family Care, and Serious Health Condition Leave Requirements

Employees may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. advance notice within one (1) or two (2) business days after learning of the need for leave when the leave is not foreseeable;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (these forms are available from the Personnel Director);
4. periodic recertification; and
5. periodic reports during the leave.

At the District's expense, the District may also require a second (2nd) or third (3rd) medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation. An employee must contact his/her supervisor and the Personnel Director prior to scheduling planned medical treatment.

(b) Military Emergency Leave

Employees seeking to use Military Emergency Leave must provide the District with as much notice of the need for leave as is reasonable and practicable under the circumstances. In addition, the employee must provide the District with a copy of the covered military member's active duty orders when the employee requests leave.

Employees may also be required to provide:

1. a description, signed by the employee, describing facts supporting the leave request and attaching any available documentation to show the need for the time away from work;
2. the approximate date the qualifying exigency commenced or will commence;
3. the beginning and ending dates for the absence, if the leave request is for a single period of time;
4. an estimate of the frequency and duration of the qualifying exigency, if the leave request is on an intermittent or reduced schedule basis; and
5. contact information for the third (3rd) party or entity and a brief description of the purpose of the meeting, if the exigency involves a meeting with a third (3rd) party or entity.

Absent unusual circumstances, certification of the need for leave must be provided to the District within fifteen (15) calendar days of the District's request for certification.

(c) Military Caregiver Leave

Employees may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. advance notice within one (1) or two (2) business days after learning of the need for leave when the leave is not foreseeable;
3. a completed Certification of Health-Care Provider form from the servicemember's authorized health care provider within fifteen (15) calendar days (these forms are available from the Personnel Director) or an invitational travel order or authorization;
4. confirmation of the family relationship with the servicemember; and
5. periodic reports during the leave.

Absent unusual circumstances, certification of the need for leave must be provided to the District within fifteen (15) calendar days of the District's request for certification.

(d) Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the end of the leave and the employee has not obtained an extension of the leave, the District shall be entitled to presume that the employee does not plan to return to work and has voluntarily terminated his/her employment.

5. Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may elect to use accrued paid leave (such as vacation or sick leave) to cover some or all of the leave. However, an employee may be eligible to receive benefits through State-sponsored or District-sponsored wage-supplement benefit programs. If an employee is eligible to receive these benefits, he/she may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and District policy. All such payments will be integrated so that the employee will receive no more than his/her regular compensation during this period. If an employee is not eligible to receive any of these wage-supplement benefits, the District may require an employee to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

6. Benefits During Leave

The District will continue making contributions for an employee's group health benefits during his/her leave on the same terms as if the employee had continued to work as long as the insurance was provided before the leave was taken. This means that if an employee wants his/her benefits coverage to continue during the leave, he/she must also

continue to make any premium payments that the employee is now required to make for the employee or his/her dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a twelve (12) workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) workweeks. In some instances, the District may recover premiums it paid to maintain health coverage if an employee fails to return to work following a FMLA Leave.

Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

7. Job Reinstatement

Consistent with the FMLA/CFRA (including statutory language, regulations, and case law), and except if there is just cause, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

8. Changes To FMLA/CFRA

This Section of the Memorandum may be reopened at the request of either party if new statutory language or regulations regarding the FMLA or CFRA are implemented or if any other changes are made, which impact this Section.

9. Department of Labor Notice WH1420 is attached to this Agreement as Appendix C.

C. Pregnancy Disability Leave

1. Leave Available

An employee disabled due to pregnancy, childbirth, or related medical condition may take up to a maximum of sixteen (16) weeks leave. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law.

2. Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide the District with reasonable advance notice and certification from a health care provider.

3. Compensation and Benefits During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. The District will maintain health insurance coverage for the duration of pregnancy disability leave up to a maximum of four (4) months (which is dependent on the length of the employee's disability due to the pregnancy) if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. For purposes of this Section, a month is defined as a calendar month and shall be measured from the first (1st) date of the leave until the same calendar date in the following month. The maximum continuous duration of such leave shall not exceed a 4-month period measured from the first (1st) date of the leave until the same calendar date in the fourth (4th) succeeding month. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave.

D. Bereavement Leave

A leave with pay not to exceed three (3) working days shall be granted for bereavement due to death in the immediate family. Immediate family shall include only the employee's mother, father, sister, brother, spouse, registered domestic partner, child, step-father, step-mother, step-child (including when standing in loco parentis), grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law.

If the employee needs leave for bereavement due to death in the immediate family that exceeds three (3) days, the employee may submit a request to his/her supervisor to take up to three (3) additional days of leave without pay. The supervisor will provide a response granting or denying the request.

E. Jury Duty

A leave shall be granted for jury duty. An employee called for jury duty will receive up to a maximum of two (2) weeks of paid leave, which shall be the difference between jury pay received and the employee's normal straight time earnings. As a condition of receiving this pay, the employee must produce within three (3) calendar days of receipt, documentation from the Court at which the employee served on jury duty, verifying the employee's jury duty service.

F. Court Appearances

An unpaid leave shall be granted for court appearances.

G. Military Leave

The District agrees to follow applicable state and federal laws relating to military leave.

H. Time Off For Voting

If an employee cannot vote in a statewide public election before or after working hours, then employees will be allowed sufficient time off to go to the polls. The District will pay employees for up to the first two (2) hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Employees must give reasonable written notice to the Department Manager of the need to have time off to vote and the reason the time off to vote is needed. Employees must give at least three (3) days notice when three (3) days notice is possible.

I. Military Spousal Leave

The District provides spouses or registered domestic partners of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he or she:

1. Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
2. Works for the District for an average of twenty (20) or more hours per week;
3. Provides the District with notice of his or her intention to take leave within two (2) business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and
4. Submits written documentation to the District certifying that the spouse will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this Section will not affect an employee's right to any other benefits, although an employee may elect to use accrued vacation during the time off.

J. Union Leave

Upon written 30-day notice from the Union to the employee's Manager, and patient care and staffing needs permitting, one employee at any given time may be granted an unpaid leave of up to two weeks from work for the purposes of engaging in Union business, including but not limited to, Union Conventions, meetings, conferences, and other activities. The employee shall not suffer any loss of seniority or other benefits as a result of such leave.

K. Other Leaves

A leave of absence without pay for reasons in addition to those listed above may be granted at the discretion of the Administrator.

ARTICLE 22 UNION VISITATION RIGHTS

A duly authorized representative of the Union shall be permitted to enter the District's facilities for representation purposes. The Union representative shall give the Department Manager, his/her designee, or if they are not available then the Personnel Director reasonable, which is defined as no less than two (2) hours, advance notice prior to the anticipated visit. In a situation where the two (2) hour advance notice is not feasible due to an emergency situation, the District will not reasonably deny access to the District's facilities.

The Union representative must advise the Department Manager or designee immediately upon entering the building. The Union representative will not have access to patient areas. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from his/her work.

The Union shall give to the Personnel Director or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. The District shall only be obligated to deal with duly authorized representatives of the Union.

ARTICLE 23 EMPLOYEE REPRESENTATIVES

Section 1. The Union may appoint up to twelve (12) unit members who are employed by the District to serve as a Union Steward. The District shall be notified in writing of such appointments and the Union shall provide the District with written notice as changes are made in such designations. The Union may designate up to two (2) stewards as the Chief Steward(s).

Section 2. The functions of the Union Stewards shall be to inform employees regarding rights and responsibilities under this Memorandum, to ascertain that the terms and conditions of the Memorandum are observed, and to assist in matters relating to

District/Employee relations. Additionally, a Union Steward shall have the right to participate, when requested, in grievance matters in accordance with the grievance and disciplinary provisions of the Memorandum. Unless otherwise agreed to by the District, no more than one Union Steward may assist in the processing of a grievance or a meeting arising therefrom.

Section 3. Except attendance at grievance hearings and Weingarten meetings, Union Stewards shall perform their functions or Union related activities on their own time.

Section 4. Union Stewards shall not direct any employee on how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the District or any other employee.

Section 5. Time spent attending arbitration hearings by Employee Representatives (Union Stewards), grievants, and witnesses shall be unpaid.

Section 6. Upon proper advance notice, the District shall continue to exercise good faith efforts to release employees appointed to the Union's negotiating committee, subject to staffing, scheduling and patient care needs. Employees on the Union's bargaining committee who miss work from their regular work schedule due to attendance at negotiation sessions shall be entitled to be paid for the actual work time missed, up to eight (8) hours per day, for attendance at the negotiation sessions. Such employees shall suffer no loss of seniority or benefits as a result of missing work for attendance at the negotiation sessions.

Section 7. BULLETIN BOARDS

The posting of Union notices will be limited to the bulletin boards to which the Union is given use under this Section. The Union agrees that it will use the designated bulletin boards for posting of notices and educational information and all postings must be consistent with the spirit and language contained in the Preamble of this MOU.

The Union shall be given use of one bulletin board in the following locations as set forth below:

A. Acute

The District shall make available for NUHW's use one (1) enclosed locking bulletin board in the Acute hospital. In addition, the District shall make available for NUHW's use a non-enclosed, bulletin board in the Housekeeping employee break room.

B. Skilled Nursing Facility – North

The District will make available posting space, of eight and one half (8 1/2) inches by fourteen (14) inches, on one (1) bulletin board for NUHW's use in a non-public employee break room.

C. Skilled Nursing Facility – South

The District will make available posting space, of eight and one half (8 1/2) inches by fourteen (14) inches, on one (1) bulletin board for NUHW's use in a non-public employee break room.

ARTICLE 24 LABOR MANAGEMENT COMMITTEE

In order to address issues of concern arising under this Agreement, the Employer and the Union agree to create a labor management committee. The Committee will be comprised of up to three (3) representatives from the bargaining unit and up to three (3) Employer representatives. One (1) representative from Human Resources or his/her designee and one (1) Union staff employee may attend as ex-officio members of the Committee as well as to facilitate and co-chair meetings. A quorum for the Committee to take action as described below shall be a minimum of four (4) members, two (2) representatives from the bargaining unit, and two (2) Employer representatives. The bargaining unit representatives to the Committee shall be fully empowered to act for and on behalf of the Union within the scope of the matters delegated to it for consideration.

The Committee will meet no more than three (3) times per fiscal year basis on a mutually agreed upon date and time. The meeting length shall not exceed one (1) hour unless mutually agreed to otherwise. The purpose of the Committee shall be to discuss and address issues regarding the terms and conditions of employment with the Employer; however, the committee shall not be empowered to agendize or make recommendations on issues relating to wages and health and welfare benefits. The parties agree that the Committee meetings will be used to identify areas of concern, and to make recommendations regarding potential resolutions to those areas of concern which impact the terms and conditions of employment with the Employer. Specific agenda items shall be provided and agreed upon by the bargaining unit and Employer representatives to each other five (5) calendar days prior to the scheduled meeting. If the Committee reaches a unanimous decision regarding a potential resolution to an area of concern, that decision will be forwarded to the appropriate manager for implementation.

In the event that the Committee does not reach a unanimous agreement on an area of concern that has been properly agendized, the parties agree that only one (1) time per fiscal year may one (1) such issue may be submitted to Step 3 of Article 26 - Grievance And Arbitration and which if not resolved at Step 3 may proceed to Step 4 of Article 26. The timelines set forth in Article 26 shall apply to the filing of a grievance under this Article, which requires that the request to proceed under Article 26 must be filed within ten (10) calendar days after there was not a unanimous decision to proceed with a recommendation related to the agendized issue. Only NUHW is empowered to request that the matter be submitted to the grievance procedures set forth in Article 26.

With respect to issues involving staffing, workload, and/or productivity, before an issue may be submitted to Step 3 of Article 26 – Grievance and Arbitration, the issue must be submitted to a Review Committee for consideration and recommendation. The Review Committee shall be comprised of up to two (2) representatives from the bargaining unit and up to two (2) Employer representatives. A majority of the Review Committee may invite resource persons to attend and participate in such review committee meetings. The role of the resource persons shall be to review the issue under consideration and offer advice that may allow the issue to be resolved. The review committee shall meet on a mutually agreed upon date and time within fourteen (14) calendar days, unless mutually agreed upon in writing otherwise, after submission of the issue to the Review Committee. The Review Committee shall only meet if all four (4) members are available and only may take action in response to the submitted issue by a majority vote of all four (4) members of the Review Committee. If the Review Committee reaches a majority decision regarding a potential resolution to a submitted issue, that decision will be forwarded to the appropriate manager for implementation. In the event the Review Committee is unable to reach a majority decision regarding a submitted issue, the issue may then proceed to Step 3 of Article 26. To the extent that the issue is submitted to arbitration pursuant to Section 26, the arbitrator must take into account state and federal laws and regulations, relevant physician or director of nursing recommendations, business needs, and other relevant information submitted by the parties. Unless mutually agreed in writing otherwise, there shall only be one Review Committee meeting to discuss the issue presented and the meeting length shall not exceed two (2) hours.

The parties agree that the arbitrator's power in any arbitration arising under this Section shall be limited and the arbitrator cannot impose an award/decision on the District that exceeds a monetary value of fifty thousand dollars (\$50,000.00) or otherwise has an economic impact on the District exceeding fifty thousand dollars (\$50,000.00).

Union representatives on the Committee shall be compensated at straight time pay for attendance at Committee meetings up to a maximum of one (1) hour, unless the meeting is scheduled outside of the employee's work hours in which case the employee shall not be compensated for attendance at the meeting. Time spent attending Committee meetings shall not constitute hours worked for purposes of overtime eligibility.

ARTICLE 25 DISCIPLINE

Section 1. DISCIPLINE

Non-introductory employees shall not be discharged or otherwise disciplined except for just cause.

A. Discipline For Performance

If the cause relates to performance, the employee shall not be discharged unless the immediate supervisor or if the immediate supervisor is not available, the next available supervisor in the chain of command, has provided counseling and a written evaluation of performance, including a statement of action required to remove the deficiency and the employee is given a reasonable period to improve performance. This statement should be entitled "Corrective Action Plan."

B. Discipline For Misconduct

If the discipline is for misconduct, the District will follow progressive discipline wherever appropriate, but may, as necessary, skip certain steps. The progressive discipline that the District may utilize includes, but is not limited to the following steps: (1) verbal written warning; (2) written warning; (3) suspension and/or final written warning; and (4) termination. If the employee has engaged in a serious violation of procedures or policy, the District is not required to follow progressive discipline and may move immediately to termination. Employees have the right to grieve discipline from the third (3rd) step on.

If after a one (1) year period of time following the issuance of the discipline there has been no other discipline imposed on the employee, the disciplinary notice shall be sealed within the employee's personnel file.

Section 2. INVESTIGATIONS AND ADMINISTRATIVE LEAVE

If the District determines that a matter requires an investigation, the employee may be placed on investigatory leave pending the outcome of the investigation. Investigatory leave for purposes of this Section means leave without pay for up to seven (7) calendar days. If after that seven (7) day period, the investigation has not been completed, the employee will be placed on paid investigatory leave for the duration of the investigation.

Section 3. NOTICE OF DISCIPLINARY ACTION

Notice of a written warning, discharge or suspension, shall be served in person or by registered mail to the employee as soon as possible. The notice shall advise the employee of the nature of the disciplinary action, the effective date of the disciplinary action, and a statement of the cause for the disciplinary action. The employee shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the disciplinary action shall not constitute an admission of the employee's agreement with the substance of the disciplinary action.

Grievances involving discharge shall begin at step 3 of the grievance procedure in Article 25. An employee must submit his/her grievance to the District within five (5) working days of the employee's receipt of the notice of discharge.

Section 4. DISCIPLINARY NOTICES, REBUTTAL, INSPECTION OF PERSONNEL FILES

- A. The District shall maintain one (1) official personnel file for all bargaining unit employees. Employees shall have the right to inspect their personnel files at a mutually agreed upon time. Employees shall also be entitled to, upon request, receive one (1) copy of any document in the employee's personnel file.
- B. Employees shall have the right to rebut in writing any disciplinary notice placed in his/her personnel file within ten (10) calendar days after receipt of the disciplinary notice. The employee's rebuttal, other than grievances, shall be attached to the disciplinary notice and placed in the employee's personnel file.

ARTICLE 26 GRIEVANCE AND ARBITRATION

Section 1. DEFINITION

Grievances subject to arbitration shall be only such grievances that may arise out of specific provisions of this Memorandum, which involve the interpretation, application, or compliance with the specific provisions of this Memorandum or a dispute or disagreement concerning whether or not discipline, including discharge was for just cause.

Section 2. GRIEVANCE PROCEDURE

STEP 1:

An employee shall submit his/her grievance in writing to his/her immediate supervisor within ten (10) calendar days from the alleged violation of the Agreement which gives rise to the grievance or from when the employee should have known of the alleged violation. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall investigate the matter, if necessary; discuss the problem with the employee in an effort to clarify the issue and to cooperatively work toward settlement; and provide the employee with a written response to the grievance.

STEP 2:

If the grievance is not resolved at Step 1, the employee may submit the grievance in writing to his/her Department Manager within seven (7) calendar days after the presentation of the supervisor's reply. It shall be the responsibility of the employee to submit a copy of the grievance to the Union. The Department Manager, if necessary,

may investigate the matter. The Department Manager also shall schedule a meeting with the grievant and shall provide a written response to the grievance after holding the meeting with the grievant. The meeting and provision of the written response shall occur within fourteen (14) calendar days after receipt of the grievance.

Whenever the immediate supervisor and Department Manager is one and the same person, this step in the procedure shall be omitted.

STEP 3:

If the grievance is not resolved at Step 2, then within seven (7) calendar days after the presentation of the Department Manager's reply at Step 2, the employee may submit the written grievance to the Administrator. The Administrator, at his/her discretion, may meet with the employee or designate a District representative to meet with the employee to discuss the grievance. The Administrator shall reply in writing to the grievance within ten (10) calendar days of the meeting with the employee or if no meeting occurs his/her receipt of the Step 3 grievance; provided, however, that in the event that the Administrator is away from the District during this period, his/her time to reply shall be extended by an equal number of days that he/she is absent to a maximum of twenty (20) days.

STEP 4:

If the grievance is unresolved at Step 3, either the Union or the District may, within ten (10) calendar days, request in writing arbitration and the parties shall attempt to mutually agree to the arbitrator. In the event the parties are unable to agree within seven (7) calendar days, either party may request a list of nine (9) names from the California Conciliation and Mediation Service. Each party shall alternately strike one (1) name until an arbitrator is selected. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains. The remaining panel member shall be the arbitrator.

The arbitrator shall conduct a hearing at which he/she will hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on the issue to submit, the arbitrator shall determine the issues.

The District and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provisions or provision of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the District to do an act prohibited by law.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommended award. The award of the arbitrator shall be final and binding on both parties and on any affected bargaining unit employee.

Either party may elect to have representation by legal counsel for the arbitration hearing.

Section 3. ARBITRATION COSTS

All expenses for the arbitration shall be paid equally by the District and the Union, except that each party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

Section 4. TIMELINESS

All grievances must be presented at the proper steps in accordance with the time limitations herein and unless such grievances are so presented, the right to file such grievances shall be waived. Any grievance not appealed to the next succeeding step within the time limits specified will be considered withdrawn and not eligible for further appeal. If the District fails to respond within the prescribed time limits of any one (1) step the last District response shall be deemed to be the District position for the next succeeding steps.

Section 5. DISPUTES BETWEEN UNION AND THE DISTRICT

In the event of a dispute between the Union and the District concerning the interpretation, application or compliance with the specific provisions of this Memorandum, the parties shall attempt to resolve the dispute through discussion. Within twenty (20) calendar days of the day on which the grievance arises or becomes known, the aggrieved party shall reduce the complaint to writing and forward it to the other party by certified mail. Thereafter, the parties shall meet at a mutually agreeable time and place, and attempt to resolve the dispute. If the parties are unable within twenty (20) calendar days, to resolve the dispute, either party shall have the option to refer the matter to arbitration in the manner set forth in Step 4 of Section 2 of this Article.

ARTICLE 27 NEW EMPLOYEE ORIENTATION & EMPLOYEE LISTS

Section 1. COPY OF MEMORANDUM OF UNDERSTANDING

When an employee covered by this Memorandum is employed, the District shall deliver to the employee at the time of hire a copy of the current Memorandum of Understanding.

Section 2. NEW EMPLOYEE ORIENTATION

During the new hire orientation for employees, the District will allow a representative of the Union up to thirty (30) minutes, at the end of the orientation, to discuss the Union and terms of this Memorandum of Understanding with employees who are covered by the Memorandum. In the event a Union Steward is assigned to give the orientation presentation, the Union Steward shall be released from work without loss of pay, provided that patient care and the District's operating needs permit such release.

Section 3. EMPLOYEE LISTS

The District will provide to the Union electronically (by emailing a spreadsheet or by other electronic means the following information relating to NUHW bargaining unit members, unless prohibited by applicable law. The information shall be provided to the Union representative designated in writing as the individual authorized to receive such report and shall be provided as set forth below:

1. No later than the fifteenth (15th) of each month, a list of all members of the bargaining unit including full name, social security number, employee ID number, home address, home phone number, Department, classification, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire;
2. No later than the fifteenth (15th) of each month, a list of new hires that occurred between the date the last list was generated through the creation of the current list, including full name, social security number, employee ID number, home address, home phone number, Department, classification, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire;
3. No later than the fifteenth (15th) of each month, a list of terminations that occurred between the date the last list was generated through the creation of the current list, including full name, social security number, employee ID number, date of termination, and whether the termination was voluntary or involuntary; and
4. No later than the fifteenth (15th) of each month, a list of transfers that occurred between the date the last list was generated through the creation of the current list, including full name, and date of transfer.

Section 4. USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use employee social security numbers for valid business purposes only relating to record keeping and dues collection purposes. The Union will use maximum efforts to keep employee social security numbers confidential.

The Union agrees to indemnify and hold harmless the District from any and all claims or liabilities that result from the Union having been given employee social security numbers. The Union further agrees that where required, the District will provide employee social security numbers to the Union on lists (hard copy or electronic) separate from employees' addresses and telephone numbers.

ARTICLE 28 PHYSICAL EXAMINATIONS

All physical examinations required of employees in connection with their employment shall be given without charge, and all costs incident to those examinations, including laboratory and diagnostic tests, shall be borne by the District. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the District to pay for any treatment or other costs incidental to the examination, which may be required as a result of any disease or condition disclosed during such physical examinations. The physical examinations shall be provided without loss of pay. Any disclosure to the District regarding the results of the physical examination shall be to certify that the employee is able to perform the essential functions of his/her position or to identify those restrictions that exist regarding the employee's ability to perform the essential functions or his/her position.

ARTICLE 29 POSITION POSTING AND FILLING OF VACANCIES

Section 1. SENIORITY

For purposes of this Article, seniority is defined as the time period employed within a classification with no break in service as defined in this Memorandum. Regular full- and part-time employees shall be grouped together for seniority purposes and per diem employees shall have a separate seniority classification, which shall be considered after the seniority of regular full- and part-time employees.

Section 2. ALLOCATION OF ADDITIONAL HOURS OF WORK

Additional hours of work generally occur in the following situations: (a) shifts not filled prior to final posting of the schedule; (b) vacancies in posted schedules caused by the absence of the scheduled employee; and (c) unforeseen needs arising during a shift.

In all circumstances, the method of distributing additional hours shall be carried out in a manner that minimizes overtime.

A. Open Shifts

An open shift is a shift that is unfilled before the final schedule is posted. In order for an employee to be considered for an open shift, the employee must designate, in writing, the days of the week and shifts for which they are available to work on the schedule

calendar posted in their Department prior to finalization of each schedule. If a Department does not utilize a schedule calendar on a posted basis, the employee must submit, in writing, the days of the week and shifts for which they are available to work.

The District will give preference to scheduling open shifts by classification seniority by Department in the following order:

1. Regular Full-time employees who have been canceled due to Low Census Days.
2. Regular Part-time employees who have been canceled due to low census days.
3. Regular Part-time.
4. Per Diem employees.
5. Registry employees.

The above preference order will not result in bumping employees out of work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

If the shift remains unfilled and overtime will be incurred, the District will give preference to scheduling open shifts by classification seniority by Department in the following order:

1. Regular Full-time employees.
2. Regular Part-time.
3. Per Diem employees.
4. Registry employees.

B. Extra Hours/Shifts

Extra hours/shifts are hours or shifts that become available after the schedule is posted. The District will fill extra hours/shifts by rotating, in seniority order, through a list of employees (short call list) who have stated their desire, in writing, to work on a short call basis. The District will first rotate through those employees for which additional hours will not cause overtime pay, and then rotate through those employees for which the work will cause overtime. If the District is unable to reach an employee, such an attempt shall constitute the employee declining the extra hours/shift and the District shall move to the next person on the short call list. Once an employee has accepted or declined an opportunity to work extra hours/shifts that employee will not have another opportunity to fill an extra hour/shift until the District has rotated entirely through the list.

C. Unforeseen Hours

Extra hours/shifts of work occasioned by unforeseen needs (e.g. tardy employees, unexpected admissions, spikes in acuity, etc.) during a shift shall be filled by the

employee who volunteers with the most classification seniority currently working a shift. Such employees may volunteer to complete the entire needed hours of work, or until another employee can be found utilizing the short call list.

Section 3. POSTING

All newly created positions within the bargaining unit shall be posted for five (5) working days on the District Bulletin Boards used for posting District job vacancies (excluding Saturday and Sunday) and on one (1) bulletin board in each skilled nursing facility.

All existing bargaining unit positions for which the District is recruiting shall be posted for five (5) working days on the District Bulletin Boards used for posting District job vacancies and on one (1) bulletin board in each skilled nursing facility, unless District operating needs or, where applicable, patient care requires less posting time before the vacancy must be filled. Vacancies created by leaves of absence need not be posted under this provision.

ARTICLE 30 JOB DESCRIPTION & JOB CLASSIFICATION

Section 1. In the event that the District establishes a new classification within the bargaining unit, it will provide the Union with notice at least fourteen (14) calendar days prior to the date the new classification becomes effective. The District agrees to meet and confer with the Union regarding the effects of this decision. Any agreement that the parties reach regarding the salary for the new classification shall, if necessary, be retroactive to when the classification became effective.

Section 2. The District shall maintain job descriptions for all positions in the bargaining unit and agrees to provide the Union with copies of those job descriptions. In the event that the District implements changes to job titles and/or job duties of positions within the bargaining unit, the District agrees to provide the Union with notice at least fourteen (14) calendar days prior to the implementation of the changes. The District also agrees to provide the Union with the revised job description for the impacted position. The District agrees to meet and confer with the Union regarding the effects of this decision.

Section 3. Upon request to the Personnel Director, or designee, the District agrees to provide the Union and/or employee with a copy of existing job descriptions for bargaining unit members, which has not previously been provided to the Union. The job descriptions shall be provided to the employee and/or Union within five (5) calendar days of the request.

ARTICLE 31 EVALUATIONS

Section 1. Upon completion of the employee's introductory period, an employee shall receive a written evaluation. Thereafter, each employee shall receive at least annually a written evaluation of the employee's job performance.

Section 2. The written evaluation shall be presented at an evaluation meeting and the employee shall be notified of the right to add his/her comments in the space provided. Each evaluation shall have a place for the employee's signature and date, but said signature shall indicate only that the employee has received the evaluation and read it.

Section 3. An employee's performance evaluation will not be subject to the grievance/arbitration provisions of this Memorandum.

ARTICLE 32 CERTIFIED NURSING ASSISTANT IN-SERVICE EDUCATION

Time spent in required in-service programs provided by the District will be considered time worked. Attendance at non-required in-service programs will not be mandatory. To the extent possible, the District will attempt to schedule in-service education programs in such a fashion as to encourage attendance by all Certified Nursing Assistants.

This Article shall be applicable only to Certified Nursing Assistants.

ARTICLE 33 REDUCTION IN FORCE

Section 1. NOTICE

In the event a reduction in force is necessary, the District will notify the Union of the impending reduction in force.

For employees who have worked for the District for two (2) or more continuous years at the time of notification, the District will, four (4) weeks prior to the effective date of the reduction in force, provide written notice that the employee is being laid off as a result of the reduction in force.

For employees who have worked for the District for less than two (2) continuous years at the time of notification, the District will, two (2) weeks prior to the effective date of the reduction in force, provide written notice that the employee is being laid off as a result of the reduction in force.

Section 2. ORDER OF LAYOFF

Reductions in force will be made among employees by classification within the impacted Department (and not the bargaining unit as a whole) based on the following, in descending order of priority:

1. Seniority in descending order of seniority within a classification:
 - a. Per diem employees

- b. Introductory employees (excluding promotional introductory employees)
- c. Regular employees

Section 3. SENIORITY DEFINED

For purposes of layoff, seniority is defined as the time period employed within a classification with no break in service as defined in this Memorandum.

Section 4. TRANSFER/BUMPING

A. Transfer

An employee who is subject to being laid off may submit an application for a vacant position for which that employee is qualified. Employees who are being laid off will be given first consideration for transfer to a vacant position within the District that the employee is qualified to perform.

Upon request by an employee who has been notified that he/she is being laid off, the District will assist the employee in identifying vacant positions within the District that the employee is qualified to perform through the date of the employee being laid off.

B. Bumping

An employee may: (1) bump the least senior employee in a different Department, but the same classification from which the employee is being laid off; or (2) bump the least senior employee from a position in a different classification from which the employee is being laid off, as long as the affected employee worked in that classification within the last three (3) years (which is measured from the effective date of the layoff going back three (3) years).

Section 5. EDUCATIONAL ASSISTANCE

The District shall make known to laid off employees any educational assistance, training assistance, and/or other applicable programs that the District or the San Benito Hospital Foundation currently offers that provides economic assistance to employees for training.

Section 6. RECALL

A. Recall Period

For a period of twelve (12) months from the effective date of the reduction in force, employees who, as a result of the reduction in force, are laid off are entitled to recall to the classification from which they were laid off.

B. Order Of Recall

Laid off employees are subject to recall based on seniority, within classification as follows:

1. Regular employees.
2. Introductory employees (excluding promotional introductory employees).
3. Per diem employees.

C. Notice of Recall

The District will provide employees with written notice that he/she is eligible to be recalled. The notice will inform the employee of the position to which the employee is being recalled and the location of the assignment. An employee on layoff status who is notified of his/her right to be recalled shall respond in writing to the District regarding his/her intent to return within ten (10) calendar days from the postmark date of the District's notice. Failure to do so shall remove the employee from the recall list.

D. Removal From Recall List

An employee shall be removed from eligibility for recall based on the following:

1. The employee is offered and declines a position in the same classification from which he/she was laid off;
2. Reemployment with the District;
3. Failure to respond within ten (10) calendar days to notice of eligibility for recall to a specific position; and
4. Expiration of one (1) year from the date of the employee being laid off.

E. Employee Address

Laid off employees are responsible for keeping the District informed of their current address.

ARTICLE 34 JOB SECURITY

It is the desire of the parties to avoid displacement of employees, but both parties recognize that there are circumstances when, as determined by the District, avoiding displacement cannot be achieved. The District where feasible will attempt to avoid displacing employees (e.g. reduction in force, reduction in hours, call offs).

ARTICLE 35 SUBCONTRACTING

Effective upon ratification of the Agreement, the District agrees not to subcontract bargaining unit work performed by employees, except by mutual agreement between the District and NUHW.

ARTICLE 36 SUCCESSOR PROTECTION

In the event that the District sells or agrees to merge the District with another entity, the District agrees to notify NUHW of such action. Such notification shall be made as soon as practicable after a contract has been entered into between the District and the third party for such disposition. Upon request, the District agrees to enter into good faith bargaining with NUHW over the possible effects of such disposition upon bargaining unit employees.

ARTICLE 37 NO STRIKE OR LOCKOUT

The parties agree that during the life of this Memorandum there will be no strikes, lockouts, slowdowns or work stoppages of any kind for any reason. There shall be no sympathy strikes, slowdowns or work stoppages of any kind or for any reason directly or indirectly connected with any strike, slowdown, work stoppage or grievance of any other group, organization, individual or individuals.

ARTICLE 38 SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject or of the Memorandum of Understanding, and the parties hereto agree that in the event that any provisions of the Memorandum are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Memorandum shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of the Memorandum of Understanding.

ARTICLE 39 FULL AGREEMENT

This Agreement represents the complete Memorandum of Understanding and full and final agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Memorandum. Any matters or subjects not covered by this Memorandum have, through the parties' proposals and counterproposals, been satisfactorily adjusted, compromised, or waived by the parties for the life of this Memorandum. It is, accordingly, agreed that during the term of this Memorandum neither party shall be bound to negotiate any addition to change or modification of this Memorandum except as required by law and, that in the event that action is determined necessary, the District reserves the right to take such action by management direction.

ARTICLE 40 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective July 1, 2012, after the approval by the District's Governing Board and the ratification by the Union membership, and shall remain in effect until June 30, 2015.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so have executed this Memorandum of Understanding. Dated this 17th day of April, 2013, at Hollister, California.

NATIONAL UNION OF
HEALTHCARE WORKERS

[Signature]
NUHW

[Signature]
NUHW

[Signature]
NUHW

[Signature]
NUHW

Therese Miller
NUHW

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NUHW

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NUHW

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NUHW

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NUHW

SAN BENITO HEALTH
CARE DISTRICT

[Signature]
San Benito Health Care District

[Signature]
San Benito Health Care District

APPENDIX A – CLASSIFICATIONS

CLASSIFICATION TITLES NUHW EMPLOYEES

The following classifications exist in the unit represented by the Union:

1. Certified Nursing Assistant – SNF's
2. Nursing Assistant Med/Surg – Hospital
3. Ward Clerk/Nursing Assistant – ER
4. Ward Clerk/Nursing Assistant – Med/Surg
5. Ward Clerk/Nursing Assistant – OB
6. Ward Clerk – SNF's
7. Cook – Hospital/SNF's
8. Food Service Worker – Hospital/SNF's
9. Housekeeper – Hospital/SNF's
10. Housekeeper II/Floor Maintenance – Hospital/SNF's
11. Laundry Worker – SNF's
12. Restorative Aide – SNF's
13. Activities Aide – SNF's
14. PBX Receptionist
15. Admitting Representative
16. Lead PBX Receptionist
17. Patient Account Representative
18. Obstetrical Technician

APPENDIX B – PAYSCALES

Effective: July 2, 2012

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper (2.5%)	\$12.84	\$13.17	\$13.52	\$13.84	\$14.20	\$14.57	\$14.90	\$15.28	\$15.67	\$16.06	\$16.45	\$16.86	\$17.29
Food Service Worker-Acute Care (6.5%)	\$13.34	\$13.69	\$14.05	\$14.38	\$14.75	\$15.13	\$15.49	\$15.88	\$16.28	\$16.69	\$17.09	\$17.52	\$17.97
Housekeeper II (2.5%)	\$14.24	\$14.61	\$14.97	\$15.33	\$15.72	\$16.12	\$16.50	\$16.93	\$17.35	\$17.79	\$18.23	\$18.69	\$19.14
Certified Nurse Assistant/Restorative Aide (3.5%)	\$15.84	\$16.25	\$16.63	\$17.07	\$17.52	\$17.93	\$18.37	\$18.82	\$19.29	\$19.77	\$20.27	\$20.77	\$21.29
Ward Clerk/Nursing Assistant (2.5%)	\$15.69	\$16.08	\$16.47	\$16.90	\$17.32	\$17.76	\$18.18	\$18.63	\$19.11	\$19.58	\$20.08	\$20.57	\$21.09
Cook-SNF (2.5%)	\$16.62	\$17.03	\$17.46	\$17.91	\$18.36	\$18.81	\$19.26	\$19.74	\$20.23	\$20.75	\$21.25	\$21.77	\$22.32
Cook-Acute Care (6.5%)	\$17.26	\$17.69	\$18.14	\$18.61	\$19.07	\$19.54	\$20.01	\$20.51	\$21.02	\$21.56	\$22.08	\$22.62	\$23.20
PBX Receptionist (2.5%)	\$13.57	\$13.90	\$14.25	\$14.62	\$14.98	\$15.34	\$15.74	\$16.14	\$16.53	\$16.94	\$17.38	\$17.81	\$18.27
Admitting Representative/Lead PBX Receptionist (2.5%)	\$15.69	\$16.08	\$16.47	\$16.90	\$17.32	\$17.77	\$18.19	\$18.63	\$19.12	\$19.69	\$20.09	\$20.60	\$21.13
Patient Account Representative (2.5%)	\$18.40	\$18.86	\$19.34	\$19.82	\$20.31	\$20.82	\$21.33	\$21.87	\$22.41	\$22.99	\$23.55	\$24.15	\$24.73

Effective: March 11, 2013 (2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper													
\$13.10	\$13.43	\$13.79	\$14.12	\$14.48	\$14.86	\$15.20	\$15.69	\$15.98	\$16.38	\$16.78	\$17.20	\$17.64	
Food Service Worker-Acute Care													
\$13.61	\$13.98	\$14.33	\$14.67	\$15.05	\$15.43	\$15.80	\$16.20	\$16.61	\$17.02	\$17.43	\$17.87	\$18.33	
Housekeeper II													
\$14.53	\$14.90	\$15.27	\$15.64	\$16.03	\$16.44	\$16.83	\$17.27	\$17.70	\$18.15	\$18.59	\$19.06	\$19.52	
Certified Nurse Assistant/Restorative Aide													
\$16.16	\$16.58	\$16.96	\$17.41	\$17.87	\$18.29	\$18.74	\$19.20	\$19.68	\$20.17	\$20.68	\$21.19	\$21.72	
Ward Clerk/Nursing Assistant													
\$16.00	\$16.40	\$16.80	\$17.24	\$17.67	\$18.12	\$18.54	\$19.00	\$19.49	\$19.97	\$20.48	\$20.98	\$21.51	
Cook-SNF													
\$16.95	\$17.37	\$17.81	\$18.27	\$18.73	\$19.19	\$19.65	\$20.13	\$20.63	\$21.17	\$21.68	\$22.21	\$22.77	
Cook-Acute Care													
\$17.61	\$18.04	\$18.50	\$18.98	\$19.45	\$19.93	\$20.41	\$20.92	\$21.44	\$21.99	\$22.52	\$23.07	\$23.66	
PBX Receptionist													
\$13.84	\$14.18	\$14.54	\$14.91	\$15.28	\$15.65	\$16.05	\$16.46	\$16.86	\$17.28	\$17.73	\$18.17	\$18.64	
Admitting Representative/Lead PBX Receptionist													
\$16.00	\$16.40	\$16.80	\$17.24	\$17.67	\$18.13	\$18.55	\$19.00	\$19.50	\$19.98	\$20.49	\$21.01	\$21.55	
Patient Account Representative													
\$18.77	\$19.24	\$19.73	\$20.22	\$20.72	\$21.24	\$21.76	\$22.31	\$22.86	\$23.45	\$24.02	\$24.63	\$25.22	

Effective: July 1, 2013 (2.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper	\$13.43	\$13.77	\$14.13	\$14.47	\$14.84	\$15.23	\$15.58	\$15.80	\$16.38	\$16.79	\$17.20	\$17.63	\$18.08
Food Service Worker-Acute Care	\$13.95	\$14.31	\$14.69	\$15.04	\$15.43	\$15.82	\$16.20	\$16.61	\$17.03	\$17.45	\$17.87	\$18.32	\$18.79
Housekeeper II	\$14.89	\$15.27	\$15.65	\$16.03	\$16.43	\$16.85	\$17.25	\$17.70	\$18.14	\$18.60	\$19.05	\$19.54	\$20.01
Certified Nurse Assistant/Restorative Aide	\$16.56	\$16.99	\$17.38	\$17.85	\$18.32	\$18.75	\$19.21	\$19.68	\$20.17	\$20.67	\$21.20	\$21.72	\$22.26
Ward Clerk/Nursing Assistant	\$16.40	\$16.81	\$17.22	\$17.67	\$18.11	\$18.57	\$19.00	\$19.48	\$19.98	\$20.47	\$20.99	\$21.50	\$22.05
Cook-SNF	\$17.37	\$17.80	\$18.26	\$18.73	\$19.20	\$19.67	\$20.14	\$20.63	\$21.15	\$21.70	\$22.22	\$22.77	\$23.34
Cook-Acute Care	\$18.05	\$18.49	\$18.96	\$19.45	\$19.94	\$20.43	\$20.92	\$21.44	\$21.98	\$22.54	\$23.08	\$23.65	\$24.25
PBX Receptionist	\$14.19	\$14.53	\$14.90	\$15.28	\$15.66	\$16.04	\$16.45	\$16.87	\$17.28	\$17.71	\$18.17	\$18.62	\$19.11
Admitting Representative/Lead PBX Receptionist	\$16.40	\$16.81	\$17.22	\$17.67	\$18.11	\$18.58	\$19.01	\$19.48	\$19.99	\$20.48	\$21.00	\$21.54	\$22.09
Patient Account Representative	\$19.24	\$19.72	\$20.22	\$20.73	\$21.24	\$21.77	\$22.30	\$22.87	\$23.43	\$24.04	\$24.62	\$25.25	\$25.85

Effective: January 13, 2014 (2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper													
\$13.70	\$14.05	\$14.41	\$14.76	\$15.14	\$15.53	\$15.89	\$16.12	\$16.71	\$17.13	\$17.54	\$17.98	\$18.44	
Food Service Worker-Acute Care													
\$14.23	\$14.60	\$14.98	\$15.34	\$15.74	\$16.14	\$16.52	\$16.94	\$17.37	\$17.80	\$18.23	\$18.69	\$19.17	
Housekeeper II													
\$15.19	\$15.58	\$15.96	\$16.35	\$16.76	\$17.19	\$17.60	\$18.05	\$18.50	\$18.97	\$19.43	\$19.93	\$20.41	
Certified Nurse Assistant/Restorative Aide													
\$16.89	\$17.33	\$17.73	\$18.21	\$18.69	\$19.13	\$19.59	\$20.07	\$20.57	\$21.08	\$21.62	\$22.15	\$22.71	
Ward Clerk/Nursing Assistant													
\$16.73	\$17.15	\$17.56	\$18.02	\$18.47	\$18.94	\$19.38	\$19.87	\$20.38	\$20.88	\$21.41	\$21.93	\$22.49	
Cook-SNF													
\$17.72	\$18.16	\$18.63	\$19.10	\$19.58	\$20.06	\$20.54	\$21.04	\$21.57	\$22.13	\$22.66	\$23.23	\$23.81	
Cook-Acute Care													
\$18.41	\$18.86	\$19.34	\$19.84	\$20.34	\$20.84	\$21.34	\$21.87	\$22.42	\$22.99	\$23.54	\$24.12	\$24.74	
PBX Receptionist													
\$14.47	\$14.82	\$15.20	\$15.59	\$15.97	\$16.36	\$16.78	\$17.21	\$17.63	\$18.06	\$18.53	\$18.99	\$19.49	
Admitting Representative/Lead PBX Receptionist													
\$16.73	\$17.15	\$17.56	\$18.02	\$18.47	\$18.95	\$19.39	\$19.87	\$20.39	\$20.89	\$21.42	\$21.97	\$22.53	
Patient Account Representative													
\$19.62	\$20.11	\$20.62	\$21.14	\$21.66	\$22.21	\$22.75	\$23.33	\$23.90	\$24.52	\$25.11	\$25.76	\$26.37	

Effective: July 14, 2014 (2.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper	\$14.04	\$14.40	\$14.77	\$15.13	\$15.52	\$15.92	\$16.29	\$16.62	\$17.13	\$17.56	\$17.98	\$18.43	\$18.90
Food Service Worker-Acute Care	\$14.59	\$14.97	\$15.35	\$15.72	\$16.13	\$16.54	\$16.93	\$17.36	\$17.80	\$18.25	\$18.69	\$19.16	\$19.65
Housekeeper II	\$15.57	\$15.97	\$16.36	\$16.76	\$17.18	\$17.62	\$18.04	\$18.50	\$18.96	\$19.44	\$19.92	\$20.43	\$20.92
Certified Nurse Assistant/Restorative Aide	\$17.31	\$17.76	\$18.17	\$18.67	\$19.16	\$19.61	\$20.08	\$20.57	\$21.08	\$21.61	\$22.16	\$22.70	\$23.28
Ward Clerk/Nursing Assistant	\$17.15	\$17.58	\$18.00	\$18.47	\$18.93	\$19.41	\$19.86	\$20.37	\$20.89	\$21.40	\$21.95	\$22.48	\$23.05
Cook-SNF	\$18.16	\$18.61	\$19.10	\$19.58	\$20.07	\$20.56	\$21.05	\$21.57	\$22.11	\$22.68	\$23.23	\$23.81	\$24.41
Cook-Acute Care	\$18.87	\$19.33	\$19.82	\$20.34	\$20.85	\$21.36	\$21.87	\$22.42	\$22.98	\$23.56	\$24.13	\$24.72	\$25.36
PBX Receptionist	\$14.83	\$15.19	\$15.58	\$15.98	\$16.37	\$16.77	\$17.20	\$17.64	\$18.07	\$18.51	\$18.99	\$19.46	\$19.98
Admitting Representative/Lead PBX Receptionist	\$17.15	\$17.58	\$18.00	\$18.47	\$18.93	\$19.42	\$19.87	\$20.37	\$20.90	\$21.41	\$21.96	\$22.52	\$23.09
Patient Account Representative	\$20.11	\$20.61	\$21.14	\$21.67	\$22.20	\$22.77	\$23.32	\$23.91	\$24.50	\$25.13	\$25.74	\$26.40	\$27.03

Effective: January 12, 2015 (2.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Activities Aide/Food Service Worker-SNF/Housekeeper	\$14.32	\$14.69	\$15.07	\$15.43	\$15.83	\$16.24	\$16.62	\$16.85	\$17.47	\$17.91	\$18.34	\$18.80	\$19.28
Food Service Worker-Acute Care	\$14.88	\$15.27	\$15.66	\$16.03	\$16.45	\$16.87	\$17.27	\$17.71	\$18.16	\$18.62	\$19.08	\$19.54	\$20.04
Housekeeper II	\$15.88	\$16.29	\$16.69	\$17.10	\$17.52	\$17.97	\$18.40	\$18.87	\$19.34	\$19.83	\$20.32	\$20.84	\$21.34
Certified Nurse Assistant/Restorative Aide	\$17.66	\$18.12	\$18.53	\$19.04	\$19.54	\$20.00	\$20.48	\$20.98	\$21.50	\$22.04	\$22.60	\$23.16	\$23.75
Ward Clerk/Nursing Assistant	\$17.49	\$17.93	\$18.36	\$18.84	\$19.31	\$19.80	\$20.26	\$20.78	\$21.31	\$21.83	\$22.39	\$22.93	\$23.51
Cook-SNF	\$18.52	\$18.98	\$19.48	\$19.97	\$20.47	\$20.97	\$21.47	\$22.00	\$22.55	\$23.13	\$23.69	\$24.29	\$24.90
Cook-Acute Care	\$19.25	\$19.72	\$20.22	\$20.75	\$21.27	\$21.79	\$22.31	\$22.87	\$23.44	\$24.03	\$24.61	\$25.21	\$25.87
PBX Receptionist	\$15.13	\$15.49	\$15.89	\$16.30	\$16.70	\$17.11	\$17.54	\$17.99	\$18.43	\$18.88	\$19.37	\$19.85	\$20.38
Admitting Representative/Lead PBX Receptionist	\$17.49	\$17.93	\$18.36	\$18.84	\$19.31	\$19.81	\$20.27	\$20.78	\$21.32	\$21.84	\$22.40	\$22.97	\$23.55
Patient Account Representative	\$20.51	\$21.02	\$21.56	\$22.10	\$22.64	\$23.23	\$23.79	\$24.39	\$24.99	\$25.63	\$26.26	\$26.93	\$27.57

APPENDIX C (Department of Labor Notice WH1420)

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration |
Wage and Hour Division
WHD Publication 1420 Revised January 2009



