



**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**NATIONAL UNION OF HEALTHCARE WORKERS**

**and**

**PROVIDENCE TARZANA MEDICAL CENTER**

**January 1, 2012 through December 31, 2014**

### **Additional Representation Rights:**

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union Representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union Representative (Union Representative or Union Steward) is conditioned upon a requirement that the Union Representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

### **Weingarten Rules/Statement:**

“I request to have a Union Representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union Representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

**Rule 1:** The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

**Rule 2:** After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

**Rule 3:** If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

## Table of Contents

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - UNION REPRESENTATION .....	2
ARTICLE 3 - EMPLOYEE STATUS.....	5
ARTICLE 4 - SENIORITY .....	7
ARTICLE 5 - JOB VACANCIES, POSTING AND BIDDING.....	11
ARTICLE 6 - NONDISCRIMINATION .....	12
ARTICLE 7 - HARASSMENT .....	13
ARTICLE 8 - COMMITTEES FOR QUALITY CARE AND WORKING ENVIRONMENT....	13
ARTICLE 9 - GRIEVANCE PROCEDURE .....	14
ARTICLE 10 - DISCIPLINE .....	16
ARTICLE 11 - HOURS OF WORK, OVERTIME AND SCHEDULING .....	17
ARTICLE 12 - FLOATING .....	25
ARTICLE 13 - COMPENSAITON.....	27
ARTICLE 14 - MINIMUM RATES .....	35
ARTICLE 15 - PROVIDENCE BENEFIT PLANS.....	35
ARTICLE 16 - HOLIDAYS.....	38
ARTICLE 17 - HEALTH AND SAFETY .....	39
ARTICLE 18 - EDUCATION BENEFITS .....	41
ARTICLE 19 - LEAVES OF ABSENCE.....	43
ARTICLE 20 - JOB SECURITY.....	49
ARTICLE 21 - MANAGEMENT RIGHTS .....	50
ARTICLE 22 - SUBCONTRACTING.....	51
ARTICLE 23 - UNION SECURITY .....	51
ARTICLE 24 - WORK STOPPAGE.....	52
ARTICLE 25 - NOTICES .....	53
ARTICLE 26 - SAVINGS CLAUSE .....	53
ARTICLE 27 - ENTIRE AGREEMENT .....	53
ARTICLE 28 - TERMS OF AGREEMENT .....	53
ARTICLE 29 - EMPLOYMENT & INCOME SECURITY .....	54

Appendix A - Wage Grids .....	56
Appendix B Department Definitions .....	58
Letter of Agreement.....	59
Side Letter: Children’s Hospital .....	60
Side Letter RE: Wellness Survey.....	61

## **PREAMBLE**

In order to provide employment stability during these economic times, in light of the ever-changing health care industry, and to form a basis for future agreement over matters of mutual concern to the hospital and the employees who work there, the Employer and the Union shall execute this contract. Among other important goals, this contract is designed to:

- Promote a way for employees, the Union and the Facility to work together to improve the quality of healthcare and the working environment and maintain contract standards.
- It is the mutual intent of the parties that the Employer and its management, employees, and their Union Representatives treat each other with dignity, respect, courtesy and trust; and that these principles shall also apply in all interactions with patients and visitors. It is further the intent of the parties that the provisions of this agreement further these goals.

## **ARTICLE 1 - RECOGNITION**

### **A. AGREEMENT**

This Agreement is made and entered into on this date January 1, 2012 by and between Providence Tarzana Medical Center (hereinafter referred to as "the Hospital" or "the Employer"), and the National Union of Healthcare Workers (hereinafter referred to as "the Union" or "NUHW").

### **B. RECOGNITION**

The Hospital recognizes the National Union of Healthcare Workers as the sole and exclusive bargaining representative of those employees in its Tarzana Facility:

Included: All full time, regular part-time, and per diem service, maintenance, technical, skilled maintenance, and business office clerical employees employed by the Employer at its Tarzana Facility.

Excluded: All other employees, registry employees, travelers, subcontracted employees, employees of outside registries and other agencies supplying labor to the Employer, physicians, residents, managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

### **C. SUPERVISORY EMPLOYEES**

1. The Employer recognizes the fact that bona fide supervisory employees (pursuant to NLRB definition) are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action. The Employer shall not establish jobs or job

titles for the purpose of excluding work or employees from the bargaining unit as established in this Article of the Agreement and shall not hire or utilize existing supervisors to perform bargaining unit work. Supervisory employees will not perform duties normally performed by employees falling within the scope of this Agreement except for emergencies requiring immediate action, or under circumstances that are beyond the control of the Employer, or for training situations where the performance of bargaining unit work may be required, but is limited and minimal, or where necessity to maintain competencies may be required, but is limited and minimal, or in an emergency and/or a situation where the delivery of health care services or important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit employee is available.

2. The Employer agrees that programs such as JTPA, Developmentally Disabled Programs, volunteers, students, student interns or other student programs and summer youth programs shall not be utilized to displace bargaining unit employees, or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce or limit hours of work for bargaining unit employees.
3. The Employer shall notify the Union upon commencement of JTPA, Developmentally Disabled Programs, volunteers, student interns or other student programs and summer youth programs including the number of participants, their classification, duties, work location, hours per week, and the duration of the program. Information including the number of participants, their classification, duties, work locations, hours per week, and the duration of the program shall be furnished to the Union at any time, upon request.
4. The Employer agrees not to challenge the bargaining unit status of any employee covered by this Agreement, claim that any employee covered by this Agreement exercises supervisory authority within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any employee for the purpose of removing that employee from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union's right to represent any employee covered by this Agreement based on a claim that such employee is a supervisor within the meaning of the National Labor Relations Act.

## **ARTICLE 2 - UNION REPRESENTATION**

### **D. UNION STEWARD**

1. The Union shall provide the Employer with a written list of Union Stewards after their designation, and shall notify the Employer of changes as they occur. The Union shall designate one Steward as Chief Steward. Prior to the Employer's

receipt of such Union designation, the Employer is not obligated to recognize a Union Steward under this Article.

2. The functions of the Union Steward include the authority 1) to settle or assist in settling problems arising in connection with the application or interpretation of the agreement, 2) to resolve grievances at Step 1 or 2 of the grievance procedure and 3) to serve as a Union Representative for Weingarten meetings.
3. Union Stewards shall perform their functions or Union related activities on their own time except as provided for in paragraph 5, "Paid Release Time for Union Stewards" (below). However, if a meeting is mutually agreed to with the Union Steward during the Steward's work shift, that time will be paid for by the Employer. If the Union Steward wishes to schedule a meeting with employees during the Union Steward's work shift, unpaid leave time shall not be unreasonably denied.
4. Whenever a bargaining unit employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the grievance meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9 - Grievance Procedure. Nothing in this provision overrides the grievance procedure as detailed in Article 9.
5. Paid Release Time for Union Stewards
  - a. The Employer shall provide a maximum of four (4) hours per month of paid release time for specifically authorized Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime. There shall be one (1) specifically authorized union Steward for every one hundred twenty-five (125) bargaining unit members with a minimum of five (5) Stewards and a maximum of eight (8) Stewards eligible for this paid release time.
  - b. The four (4) hours provided may be utilized for monthly Steward meetings, Steward education, and Steward training, designed to further the relationship between the Employer and the Union. At least fourteen (14) days prior to the posting of the staffing schedule, the Union shall provide written notice to the Human Resources Director that paid release time is requested and the individuals for whom it is being requested. Paid release time is subject to staffing and scheduling needs. A Steward who is specifically authorized for paid release time will be permitted to leave her/his normal work to utilize these hours. The parties agree to work

together on scheduling issues that may arise, including last minute scheduling changes by either party.

6. Union Stewards shall not direct any employee as to 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 Employer or any employee.

#### **E. UNION ACCESS**

1. One duly authorized Field Representative of the Union shall be permitted to enter the Facility at reasonable times for the purpose of observing whether this Agreement is being adhered to and/or to check on complaints of bargaining unit employees. The Union Field-Representative shall advise the Director of Human Resources or his/her designee of each visit upon entering the Facility. If the Director of Human Resources or his/her designee is not on site and/or on duty, the Union Field Representative will call and/or page the Director of Human Resources or his/her designee. The Union Field Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. When at the Facility, the Union Field Representative will wear his/her Union Representative badge issued by the Employer.
2. In the following special circumstances: Steward elections, Steward meetings, and Steward trainings, one (1) additional Union Field Representative will be allowed access to a conference room that has been reserved in accordance with Section D below, provided the Director of Human Resources is given at least one week advance notice.
3. The Union Field Representative shall not interfere with the work of any employee. This shall not prevent the Union Field Representative from conferring with an employee and his/her supervisor or an Employer representative on Employer time in connection with the complaint or problem concerning the employee.
4. During the term of the Agreement, if the Employer believes that a Union representative is violating the limitations on access as set forth above, the Hospital may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Hospital's concerns. This meeting will be held in person or telephonically within twenty-four (24) hours of the Hospital's request. In the event that the Hospital's concerns are not resolved to the Hospital's satisfaction within forty-eight (48) hours of its request for such a meeting, the Hospital may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

#### **F. BULLETIN BOARDS**

The Facility shall provide one (1) glass enclosed locking bulletin board in a mutually agreed location. In addition, in departments where NUHW bargaining unit members



work, an 8-½x14 posting space will be provided in currently existing non-public employee break rooms. The bulletin board and designated break room space is for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events. Posted material shall bear the date and identity of the Union. Posted material shall not violate any federal, state, or county laws. In addition, the Union shall not post any notice which: (1) involves a politician, political candidate, or political issue, or (2) disparages or demeans any individual or the Employer, its affiliates, or related entities. Both the Union and the Facility shall have a key to the bulletin board. The Facility shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion. Material posted on the public bulletin board will be provided to Human Resources before it is posted. Upon request from the Employer, the Union shall promptly remove any materials that violate this article.

#### **G. USE OF FACILITY CONFERENCE ROOMS**

The Employer shall provide the Union reasonable access to on-site conference rooms upon request to the Director of Human Resources and based upon availability. The Union shall only utilize the conference rooms for the purpose of contract administration and shall not utilize the conference rooms for the purpose of organizing the unorganized employees.

The hospital will provide the Union with a maximum of eight (8) hours per month of conference room access for hospital employee meetings or conferences regarding Union business related to the hospital.

### **ARTICLE 3 - EMPLOYEE STATUS**

#### **A. FULL-TIME EMPLOYEE**

A Regular Full-Time Employee is an employee who is not in a temporary status and is regularly scheduled to work thirty-six (36) hours or more per work week. Regular Full-Time Employees are benefits eligible.

#### **B. PART-TIME 1 EMPLOYEE**

A Regular Part-Time 1 Employee is an employee who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per work week. Regular Part-Time 1 Employees are benefits eligible.

#### **C. PART-TIME 2 EMPLOYEE**

A Part-Time 2 Employee regularly works less than twenty-four (24) hours per work week. A Part-Time 2 Employee is not eligible for Hospital provided benefits, unless specifically provided for in this agreement, provided that such Employees may participate in any retirement savings plan, assuming they meet the requirements of the plan.

**D. PER DIEM EMPLOYEE**

A Per Diem Employee is an employee who has executed the Employer's Per Diem Agreement and who is not a Regular Full-Time or Regular Part-Time 1 Employee. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation Paid Time Off (PTO) benefits or other benefits as defined in Article 15, except that Per Diem Employees shall be eligible for participation in the 403(b) Retirement Savings Plan as allowed under the Plan.

**E. TEMPORARY EMPLOYEE**

A Temporary Employee is one who is hired to work either Part-Time or Full-Time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on leave of absence or for a short term project when bargaining unit Employees have been solicited and the need cannot be filled. The specified period of employment for a Temporary Employee shall not extend beyond ninety (90) calendar days. The ninety (90) calendar days may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. This period may not be extended by the use of temporary assignments beyond a twelve (12) month period. Temporary Employment lasting for more than the period provided above, or any extension agreed upon, shall be classified as a "Regular" hours position and shall be posted as a job vacancy in accordance with Article 5 (Job Vacancies, Posting and Bidding). Such temporary positions shall not be subject to the provisions of subsection F. below, unless the Temporary Employee is regularly working more than the original scheduled hours for the position they are filling in for.

**F. CONVERSION TO REGULAR FULL-TIME, PART-TIME 1 AND PART-TIME 2 EMPLOYEE STATUS**

1. Part-Time 1 or Part-Time 2 Employees working a regular schedule of increased hours (over their original assigned schedule) for ninety (90) calendar days or more, in the same department, may claim additional regular hours to increase their predetermined (budgeted) schedule thereafter or to change their employment category and be reclassified as a Part-Time 1 or Regular Full-Time Employee, subject to seniority.
2. Regular bargaining unit positions shall be established when regular hours are worked outside of a defined category, above, or hours worked beyond an employee's predetermined schedule.
3. Per Diem Employees who are working a regular schedule for ninety (90) calendar days or more, in the same classification and department shall upon request cause a reclassification of the additional hours to regular hours. The additional regular hours will be posted as a vacancy in accordance with Article 5 (Job Vacancies, Posting and Bidding).

4. A Part-Time 1, Part-Time 2 or Per Diem Employee shall not be reduced in hours solely to prevent his or her advancement to Full-Time, Part-Time 1 or Part-Time 2 status when the hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by a Part-Time 2 or Per Diem Employee.

## **ARTICLE 4 - SENIORITY**

### **A. SENIORITY DEFINED**

1. Seniority for Full-Time, Part-Time 1 and Part-Time 2 Employees is calculated based on an employee's continuous service beginning with their most recent date of hire into a bargaining unit position.

Per Diem Employees shall accrue seniority from their most recent date of hire into a bargaining unit position for use within the Per Diem Employee pool.

2. **Change of Status:** An employee in a Per Diem or Part-Time 2 status who is hired into a Regular Full-Time or Regular Part-Time 1 status after the effective date of this Agreement will be given an adjusted seniority date applicable to the new status. The adjusted seniority date will be determined by crediting such employee with one-half (½) year for each year such employee was last in a Per Diem or Part-Time 2 status. An employee who returns to Per Diem or Part-Time 2 status shall retain their adjusted seniority.
3. **Return to Unit:** Any bargaining unit employee who accepts a non-bargaining unit position with the Facility may return to the bargaining unit without a break in seniority provided that there exists a vacancy to return to and that such return occurs within ninety (90) days of the acceptance of the non-bargaining unit position.
4. **Seniority List:** There shall be one seniority list, which shall be updated every six months and placed in the front of the call-off book in the nursing office and sent to the Union Field Representative upon request. In addition, employee seniority lists by department will be available in each department.
5. **Loss of Seniority:** Seniority shall be terminated by:
  - a. Discharge with cause;
  - b. Failure to return from a leave of absence or after the waiting period for vacancy, in accordance with the terms outlined in Article 19 Section 4 - Leaves of Absence, of this Agreement;
  - c. Layoff without recall in excess of twelve (12) months; and
  - d. Termination of employment without rehire in excess of twelve (12) months.
6. Definition of department for the purpose of this Article is defined in Appendix B.

## B. REDUCTION IN FORCE AND RECALL

1. In a reduction in force and subsequent recall, the principle of seniority, as defined in this Article, shall govern, provided that abilities are adequate.
2. Reduction in force shall be defined as the elimination of an employee's position in a department or a reduction in headcount in a department or a reduction from Full-Time to Part-Time 1, to Part-Time 2 or to Per Diem status is deemed to be a reduction in force. A reduction in hours of a Full-Time or Part-Time 1 or Part-Time 2 Employee(s) which results in an employment status change to Per Diem or results in the loss of the Health Plan or Paid Time Off Coverage is deemed to be a reduction in force.
3. Reduction in force language outlined in this Article will only apply to Full-Time, Part-Time 1 and Part-Time 2 Employees, except as otherwise specifically referenced.
4. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):
  - a. **Step One:** The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive full severance benefits. An affected employee may elect to be placed in Per Diem status at any time during Steps 1-5 of the reduction in force process outlined below. An employee who elects either status will retain his/her recall rights.
  - b. **Step Two:** The affected employee(s) may apply for and will be given any open position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining Unit or at other Providence Facilities where seniority can be exercised reciprocally. Affected employees may exercise this option at any time during Steps 1-5 of the reduction in force process, which shall supersede the bidding process. An affected Full-Time Employee, at his/her option, may be placed into any vacant part-time position in the above order, provided he/she meets the position requirements.
  - c. **Step Three:** The affected employee(s) will be placed into any vacant position of the same employment category, pay, shift and classification provided he/she meets the position requirements within the Bargaining Unit. Employee(s) placed into a comparable vacant/open position(s) within the bargaining unit will not have recall rights. If an employee rejects an open comparable position offered at this Step, within the Department, Facility or Medical Center Bargaining Unit, then the employee will forfeit all displacement rights. Such refusal would result in

the employee being laid off and the forfeiture of recall rights, however, such employee shall be eligible to receive full severance benefits.

- d. **Step Four:** An employee who does not qualify for placement in Step 2 or Step 3 may displace the least senior employee in his/her current classification and employment category, provided he/she meets the minimum position requirements, in the following order:
  - i. Department
  - ii. Facility or Medical Center (the employee's facility)
- e. **Step Five:** If there is no less senior employee in his/her current classification, the employee may displace the least senior employee in another classification if the employee affected by the reduction in force has worked in the other classification in the same facility within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the facility and is able to satisfactorily perform the job with minimal orientation.

No recall rights will be given to any employee who rejects to displace another employee in his/her classification, shift and employment category in their Department or Hospital/Medical Center. An affected Full-Time Employee, at his/her option and at any time within the Steps above, may elect to displace the least senior benefited Part-Time 1 Employee or an employee on another shift in his/her classification, or return to his/her former classification, provided he/she meets the minimum position requirements.

## 5. Recall

- a. An employee on layoff status or whose status was changed as a result of reduction in hours, shall have recall rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had his/her employment category reduced. Recall will be by seniority, as defined in this Article.
- b. Employees placed into a position on a different shift, employment category or former classification in Step 3, Step 4 or Step 5 shall have rights to return to his/her former shift, employment category and classification (within the bargaining unit), under the recall rights provisions for the defined "recall" period. If an employee rejects the open comparable position, then the employee will be taken off the recall list.
- c. A laid off employee may refuse a job offer and retain full recall rights if the job is not comparable in employment category, shift, classification, location and pay to his/her former position at the time of layoff.

Additionally, a laid off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable employment category, shift and classification, location and pay at the time of layoff.

- d. In order to be eligible for recall, the employee must keep the Facility informed as to his/her current address and current telephone number. Recall notice to employees on layoff shall be sent by certified mail, return receipt requested, to the employee's last known address, with a copy sent to the Union. The employee must return from lay-off within ten (10) working days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the employee or the Union, or lose all recall privileges.

#### 6. Per Diem and Part-Time 2 Reduction in Force

- a. In the event of a reduction in force, Per Diem positions shall be reduced before any Full-Time, Part-Time 1 or Part-Time 2 positions. The number of Per Diem Employees in the classification(s) in which reductions are needed will be laid off in inverse order using Per Diem seniority.
- b. In the event of a reduction in force, Part-Time 2 positions shall be reduced before any Full-Time or Part-Time 1 positions and after Per Diem Employees. Part-Time 2 Employees within the classification(s) in which reductions are needed will be laid off in inverse order using their credited seniority based on most recent date of hire.
- c. Notwithstanding the above, if the Employer has a need to retain minimal Per Diem staffing, the reduction in force shall be implemented among Per Diems, except that up to .9 FTE of Per Diem hours or 3% of the hours in a work unit department, whichever is lower, may be retained. If a Regular Employee is placed in the Per Diem pool as a result of the reduction in force, she/he shall displace a remaining Per Diem instead of adding to the Per Diem employee pool. Additionally, in cases where the parties have shared concerns regarding use of Per Diem staffing (e.g., weekend scheduling and every weekend Per Diems) this provision may be modified only if the parties mutually agree.

#### 7. Reduction in Force Notice

The Facility agrees to give the Union and each employee as much notice of a reduction in force as possible, and shall provide such notice immediately upon the Facility's knowledge and/or realization of the need to implement reductions in force which will affect bargaining unit employees. In no event, shall notice be given to the Union and each employee less than two (2) weeks before any

implementation of a reduction in force. WARN notices shall be provided if required by State or Federal law.

#### **8. Application of Reduction in Force Procedure**

The parties recognize that reductions in force are extremely serious matters and that even well intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure in a specific reduction in force application should the need arise.

#### **C. SEVERANCE PAY**

Severance Pay shall be provided according to provisions in Article 13 - Compensation of this Agreement.

### **ARTICLE 5 - JOB VACANCIES, POSTING AND BIDDING**

#### **A. POSTING OF VACANCIES**

When a vacancy subject to this Agreement occurs in any department, a notice of that vacancy shall be posted in a location or locations accessible to all employees for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis. Qualifications for vacant positions shall appear on position postings; additional information is available on-line. Computers will be available for employee use at the Human Resources Department for the purpose of examining and bidding on posted positions. Computer assistance will be provided to employees upon request. This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

#### **B. RESTRICTIONS IN BIDDING**

An employee who applies for and is awarded a posted position, including new hires, may not be awarded another posted vacancy within the next six (6) months. This rule shall not apply:

1. If the posted vacancy arises in the same department (for Nursing, only within the Unit) which would result in a lateral transfer and not a promotion, including a change in the number of pre-scheduled hours of the bidding employee, or the scheduled start and end times, or the days of work and days off, or the employee's shift or would change the employee's classification.
2. If the bidding employee is in his/her current position as a direct result of a job change or layoff.

## C. PREFERENCE ORDER

1. Preference among those bidding shall be given in the following order among bidding employees from the same preference level. Among bidding employees from the same preference level, seniority shall govern. The prior sentence is subject to the provision that the bidding employee must be fully qualified for the job established by the Employer. If two (2) or more fully qualified\* applicants submit a bid for a vacancy, the position will be awarded in the order defined below (a-e). The Union has the burden of establishing that the Employer's qualifications are unreasonable, and if the Employer's judgment is disputed, the Employer has the burden of establishing that its judgment was reasonable.
  - a. Full-Time and Part-Time 1 Employees from the same department, including Full-Time and Part-Time 1 Employees on layoff, and Regular Employees who remain on the Per Diem list who have been laid off.
  - b. Full-Time and Part-Time 1 Employees from other departments and Part-Time 2 Employees from the same department, including such employees on layoff and such employees who remain on the Per Diem list who have been laid off.
  - c. Per Diem Employees from the same department.
  - d. Part-Time 2 Employees from other departments
  - e. Per Diem Employees from other departments.
  - f. Departments Defined for Job Bidding Purposes: Set forth in Appendix B, which is made a part of this agreement hereto.
  - g. \*Fully qualified for this Article means having the necessary skills, education, ability, certification, or credentialing needed to perform the duties of the position without additional training.

### 2. External Selection

For vacancies that cannot be filled internally (i.e., according to the preference order set forth above), the Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

## **ARTICLE 6 - NONDISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of race, color, religion, national origin, sex, sexual



orientation, age, disability, marital status, union status or any other characteristic protected by law.

There shall be no discrimination by the Employer or the Union against any employee because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

## **ARTICLE 7 - HARASSMENT**

The Employer is committed to providing a work environment free from discrimination and unlawful harassment. The Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

## **ARTICLE 8 - COMMITTEES FOR QUALITY CARE AND WORKING ENVIRONMENT**

### **A. ADEQUATE STAFFING LEVELS**

The Employer reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, as required by law. Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patients, the employee shall immediately notify the supervisor/manager/designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Employer shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.

The parties agree there shall be total compliance with Title 22 to the extent it is applicable to bargaining unit employees.

### **B. QUALITY OF CARE COMMITTEES**

#### **1. Patient Care Committee Composition**

The Employer and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all

departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. In recognition of the foregoing, the Employer will establish a committee at each facility for the bargaining units comprised of six (6) bargaining unit employees selected by the Union and comprised of six (6) management employees selected by the Employer. The parties may mutually agree to expand the number of representatives to this committee as the need arises.

a. Purpose

The purpose of this committee is to monitor the quality of patient services, health and safety of employees and to make recommendations for improvements in such areas including employee retention, patient service in the context of work design, if applicable or in the current method of system of patient services delivery.

b. Meetings

The Employer will allow two (2) hours per month of paid time for each employee member of the committee to attend meetings.

2. Impact on Other Bargaining Units

Both parties agree that it is not their intent to make recommendations or resolutions that adversely impact any other bargaining unit.

Nothing in this Agreement shall prevent an Employee, the Union or the Facility from subsequently pursuing an otherwise grievable issue through the Grievance and Arbitration Procedure.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

### **B. PROCEDURE**

Grievances shall be processed in accordance with the procedure set forth below.

#### **STEP 1**

- a. An employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor.

- b. If an employee is unable or uncomfortable to attempt to resolve the possible grievance, the employee and the Union Steward (if requested by the employee) will have a discussion with the immediate supervisor.
- c. This requirement must be satisfied before a written grievance is submitted at Step 2.
- d. If the grievance is as a result of a suspension or termination, the grievance may begin at Step 2.

### STEP 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within thirty (30) calendar days after the employee had or should have had knowledge of the event which caused the grievance. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Union Steward and the Union Field Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

### STEP 3

If the Facility's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's Step 2 response.

## **C. ARBITRATION**

The following procedure shall apply if a grievance is submitted to arbitration:

1. An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Fred Horowitz  
Michael Rappaport  
R. Douglas Collins  
Mark Burstein  
Michael Prihar  
Barry Winograd

If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

2. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date or after the termination date. No dispute regarding implementation of any Joint Practice Committee recommendation under Article 8 will be subject to arbitration under this Agreement, except as expressly set forth in Article 8.
3. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

#### **D. TIME LIMITS**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Facility's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

### **ARTICLE 10 - DISCIPLINE**

#### **A. JUST CAUSE**

The Employer may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 9.

#### **B. PROGRESSIVE DISCIPLINE**

Unless circumstances warrant more severe actions, the Facility will attempt to utilize a system of progressive discipline. Progressive steps shall include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment.

**C. INVESTIGATORY SUSPENSION**

No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days.

**D. WRITTEN DISCIPLINARY ACTION**

A written warning is a document designated as such by the Facility. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

**E. DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES**

1. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.
2. Employees will receive copies of all disciplinary notices placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
3. In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.
4. Use of Disciplinary Documents: No disciplinary document shall be utilized for progressive discipline beyond eighteen (18) months of its issuance.

**F. PROBATIONARY EMPLOYEES**

An employee will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the employee and the Union.

**ARTICLE 11 - HOURS OF WORK, OVERTIME AND SCHEDULING**

**A. STATE AND FEDERAL WAGE AND HOUR LAWS**

The Employer will comply with all applicable local, state, and federal wage and hour requirements.

## **B. WORKDAY AND WORKWEEK**

1. A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:00 midnight each day.
2. A workweek is defined as the seven (7) calendar day period that starts at 12:00 midnight on Sunday and ends at 11:59 p.m. the following Saturday.
3. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Employer to comply with such laws so long as such changes are not designed to evade the overtime requirements.
4. Nothing herein shall be deemed or construed to change the Employer's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for overtime compensation.
  - a. Each employee will receive two (2) consecutive days off each week, provided that the days off may be split or rotated at his/her written request, or for eight (8) hour shift employees, in order to achieve every other weekend off scheduling.
  - b. Except in a department(s)/unit(s) where an employee(s) is regularly scheduled to be on standby/on-call status, no employee will be scheduled to work in excess of five (5) consecutive days without his/her consent.
  - c. Past practices of consecutive or non-consecutive day scheduling may be continued at the employee's discretion. No twelve (12) hour shift employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in cases of emergency.

## **C. PAYROLL PERIOD**

The payroll period will consist of a fourteen (14) day period that begins on Sunday at 12:00 midnight and ends on Saturday of the following week at 11:59 p.m.

## **D. MEAL AND REST PERIODS**

1. The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, missed meal period penalties, and "on duty" meal period agreements.
2. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.

3. The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding ten (10) minute rest periods.
4. An employee will make her/his best efforts to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Anytime an employee misses a meal period, he/she must provide his/her supervisor with a written explanation as to why the meal period was missed.

#### **E. OVERTIME**

1. **Mandatory Overtime:** The Employer and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.
2. An employee must make her/his best effort to obtain supervisory approval prior to working any hours that would require the payment of overtime.
3. Hours actually worked and all education hours shall be considered hours worked for purposes of calculating overtime pay.

- a. "8 and 80" Work Schedule

An employee who is assigned to an "8 and 80" work schedule will be paid one and one-half (1-½) times his/her regular rate of pay for all hours worked after the first eight (8) hours in a workday or over eighty (80) hours in a fourteen (14) day pay period and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

- b. Ten-Hour Shifts

An employee who is assigned to work ten (10) hour shifts will be paid at the rate of one and one-half (1-½) times his/her regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

- c. Twelve-Hour Shifts

An employee who is assigned to work twelve (12) hour shifts will be paid two (2) times his/her regular hourly rate of pay for all hours worked after

the first twelve (12) hours in a workday and will be paid one and one-half (1-½) times his/her regular rate of pay for all hours worked over forty (40) in a workweek.

d. Regular Rate

For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.

**F. WORK SCHEDULES AND POSTING**

1. The Employer will post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
2. As an exception to 1. above, a department/unit that permits self-scheduling in accordance with 3. below will attempt to post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
3. Wherever applicable, the Employer shall continue its existing practice(s) of permitting employees to self-schedule on a department/unit-by-department/unit basis. The respective department Director or his/her designee will consider and make a reasonable effort to grant employees' self-scheduling requests, provided such requests are submitted in a timely way and that they are consistent with departmental/unit needs and the operating requirements of the Employer.
4. After the schedule has been posted, an employee's schedule will not be changed without the employee's consent, except in case of unforeseeable and unavoidable operational needs or emergency.
5. Requests by employees for changes to a posted schedule must be approved in writing by the department Director or his/her designee.
6. A regularly scheduled employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled employee provided they have substantially equal competencies. Shift trades are subject to the written approval of the department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade will not be approved if it would increase overtime or extra shift premium costs for the Employer.
7. Should the Employer determine that it is necessary to change/revise a schedule(s) for more than sixty (60) days and start and/or end time(s) by more than sixty (60) minutes, and if the change affects more than three (3) current employees in



positions covered by this Agreement, the Employer agrees to notify the Union in writing no less than thirty (30) days prior to the implementation date. If the Union requests, the Employer will meet with the Union Steward and or Union Representative to make a reasonable attempt to review/revise the schedule so as to have the least impact on the fewest number of Full-Time and Part-Time staff possible. Once the new schedule is established, bidding will be accomplished by seniority within each classification. None of the foregoing shall affect the Employer's ability to make any changes or exercise any rights provided for in Article 21 - Management Rights.

#### **G. WEEKEND SCHEDULING**

1. An employee working in a department/unit with weekend scheduling may be scheduled to work every other weekend, up to a maximum of two (2) weekend shifts per scheduled weekend. However, employees will be scheduled with at least every other weekend off. If one shift is scheduled and worked on a weekend it shall constitute the weekend worked.
2. A weekend means Saturday and Sunday, except for the night shift, when a weekend means Friday and Saturday. In addition, the employer retains the right to designate the Sunday night shift as a weekend shift.
3. By mutual written agreement between the Employer and any twelve (12) hour employee, the Sunday night shift may be defined as a weekend shift in lieu of the Friday night shift.
4. Nothing herein shall preclude an employee from volunteering to be scheduled for additional weekend shifts.
5. An employee may request to share his/her weekend shift requirement with another employee with substantially equal competencies. Approval of such requests will be at the discretion of the Employer and will not be unreasonably withheld, except that an employee's request will not be approved if it would increase overtime or extra shift premium costs for the Employer.
6. Notwithstanding the above, Per Diem Employees will be scheduled to work weekends in accordance with their per diem agreements and employees hired specifically to work weekends will continue to be scheduled to work weekends.
7. Employees shall not be required to "make up" missed weekend days, however this shall not be interpreted as diminishing an employee's overall attendance obligation.

#### **H. HOLIDAY SCHEDULING**

1. Employees shall be solicited by October 1 for the Winter holidays (Thanksgiving Day, Christmas Day, and New Year's Day as defined in Article 16 - Holidays)

and the Employer shall post such holiday assignments by November 1. Employees shall be solicited by April 1 for the Summer holidays (Memorial Day, Independence Day and Labor Day as defined in Article 16 - Holidays) and the Employer shall post such holiday assignments by May 1. The final right to reasonably allot the number of employees off on a holiday and the right to change such allotments are reserved to the Employer and are subject to patient care and operational necessity. Holidays off will be distributed equitably among Full-Time and Part-Time Employees. (Per Diems are expected to fulfill their holiday requirements in accordance with their per diem agreements.)

2. Requests to work on a holiday or be off on a holiday shall be accommodated to the extent possible, except that every employee shall be required to work at least one (1) Winter and at least one (1) Summer holiday. In the event more employees request to be off on a given holiday than meets the Employer's need, the Employer will refer to holiday schedule from the previous year(s) to determine, on a rotational basis, who will be scheduled to work. In the event of a conflict, seniority shall prevail.
3. Scheduled holiday shifts may be traded pursuant to Article 11.F.5.

## **I. VACATION TIME**

1. Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Employer shall advise all employees as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all employees.
2. Vacation will be granted, subject to patient care and operational necessity, at times most desired by employees, employees being given preference as to choice based on seniority. Vacation allotment schedules for each year shall be provided to the Union upon request. For those employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The highest senior employee will then go to the bottom of the list and shall be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. All vacation request forms shall allow the employee to indicate which requested vacation period is his or her first (1st) choice, which is his/her second (2<sup>nd</sup>) choice, and which is his/her third (3rd) choice.
3. Vacation requests in any department will be considered at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first served basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.

4. The Employer shall notify an employee in writing of approval or denial as soon as possible of vacation requests submitted after the annual vacation scheduling period above, but no later than two (2) weeks after receipt of said request.
5. Transferring employees will be required to select vacation from open dates, at their new department/location, not previously filled by scheduled vacations or approved leaves.
6. The employee may request vacation be attached to the employee's scheduled day(s) off and such request shall be granted, when possible.
7. Employees granted vacation time will use accrued Paid Time Off. An employee who does not have Paid Time Off will be granted non-paid vacation time, not to exceed three (3) weeks, subject to patient care and operational necessity, and under the same procedures in this Article.
8. When requesting vacations, employee may request less than five (5) work days at a time or that the vacation start on any day of the week. The total amount of vacation earned may be taken in one (1) consecutive period or vacation periods may be split at the request of the employee.

#### **J. ADDITIONAL HOURS**

Per current practice, each department or the Nursing Office shall keep a sign-up list of those employees who desire to be given overtime or additional hours. The employees wishing to work overtime or additional hours will communicate their availability in writing during the schedule preparation period. Deadlines for submitting availability will be consistent with those for other schedule requests. In the assignment of additional hours, the Employer will first offer such work to employees who would not incur overtime on a rotational basis beginning with the most senior employee. The assignment of additional hours will then be assigned to employees who would incur overtime on a rotational basis beginning with the most senior employee. This will apply except where specialized work, skill or trained personnel are required. Regular Full-Time and Part-Time 1 Employees will be selected in seniority order. Using their dates of hire, Part-Time 2 Employees will be selected from the availability list after all Regular Full-Time and Part-Time 1 Employees. Per Diem Employees will be selected from the availability list after Part-Time 2 Employees.

#### **K. CALL-IN PROCEDURE**

An employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur. An employee calling in less than two hours prior to the commencement of an absence may be required on request to provide reasonable substantiation to explain why such absence could not have been called in earlier by the employee or another person acting on his/her behalf. Compliance with

this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

## **L. CALL OFF/FLEXING**

### **1. Every Effort to Avoid Call Off/Flexing**

Insofar as is practicable, if after exercising every effort to avoid daily cancellations in accordance with Side Letter - Employment and Income Security, it may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis (Call Off/Flexing). Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use Paid Time Off (PTO) (where applicable), at the employee's discretion.

### **2. Call Off/Flexing as Time Worked**

If an employee is cancelled or volunteers to take time off, the hours that an employee was scheduled to work shall count as time worked for the following, including but not limited to:

- a. Vesting and service credit under the applicable retirement plan;
- b. Waiting periods under health insurance and other fringe benefit plans;
- c. Paid Time Off (PTO) accruals.

### **3. Order of Call Off/Flexing**

Subject to patient care staffing needs, including adequate qualifications of employees, when it is necessary and unavoidable to call-off an employee, the Employer shall Call-Off/Flex employees (by job classification and/or unit) in the following order:

#### Flexing Order

- a. Registry
- b. Employees receiving double time
- c. Overtime
- d. Extra Shifts at Straight time
- e. Volunteers
- f. Travelers
- g. Temporary Employees
- h. Per Diem Employees
- i. Part-Time Employees
- j. Full-Time Employees

4. For each job classification and within each category above, Call Off/Flexing shall be by hours called off rotation beginning in the reverse order of seniority provided the remaining employee(s) are able to perform the work. A unit or department Call Off/Flexing rotation list by job classification and Call-Off hours shall be maintained, posted and made available to Union Stewards upon request.
5. The Employer will accept volunteers for Call Off/Flexing before any other employees provided that such voluntary Call Off/Flexing does not result in retaining an employee at premium pay or who could incur premium pay in the pay period who would have been Call Off/Flexed if the employer had followed the list above, unless the Employer permits.
6. Call-Off/Flexing Notice

For employees called off before the shift commences, the Employer will attempt to Call-Off/Flex employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a call-off/flex during the shift, when necessary.

7. Call-Off/Flexed Employees Off the Schedule

Once called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof.

#### **M. NO GUARANTEE**

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

#### **N. NO PYRAMIDING**

There will be no pyramiding of overtime and premium payments for the same hours worked. To the extent that hours are compensable as overtime under provisions of this Agreement and where two (2) or more overtime provisions apply, the greater will prevail.

### **ARTICLE 12 - FLOATING**

#### **A. DEFINITION**

Floating is defined as the temporary reassignment of a staff member to an area outside of her/his assigned unit. Employees may be assigned to float to a patient care unit other than their own, subject to the limitations provided in this Article.

## **B. FLOATING ORDER**

Employees shall float in the following order:

1. Volunteers
2. Registry
3. Travelers
4. Temporary
5. Extra shift
6. Per Diem by rotation
7. Part-Time 2 by rotation
8. Regular Part-Time 1 by rotation
9. Regular Full-Time by rotation

## **C. FLOATING ROTATION**

The order of float for employees within a unit will be on a rotational basis within each of the categories of employees described above. Volunteers for floating will be allowed, within B.2. through B.9. above. Floating decisions shall be based on the needs of the patients on the sending and receiving units and the floating conditions and provisions in this Article.

## **D. FLOATING CONDITIONS**

Floating shall be subject to the following conditions and limitations:

1. Fully qualified employees may be floated to a different department or unit provided the employee has received orientation in that department or unit and has demonstrated current competence in providing care to patients in that department or unit. In the event an employee with limited qualifications is floated to another department or unit to assist other qualified employees, she/he will be oriented and limited to performing only those tasks she/he is qualified and competent to perform.
2. Compliance with Law: Floating of employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.

## **E. VOLUNTARY FLOATING**

Nothing herein shall prohibit an employee from volunteering to float to other areas, provided that the conditions in this Article are satisfied.

## **F. FLOATING RECORDS**

The Hospital will maintain competency validation, float orientation, and other such relevant float documentation. Float rotation lists will be maintained and will be available

for inspection by affected employees in the Unit and job classification. Information in this paragraph shall be made available and provided to the Union upon request.

## **ARTICLE 13 - COMPENSATION**

### **A. WAGES**

The rates of pay for each classification shall be shown in Appendix A which is attached hereto and made a part hereof; however, not all employees shall be placed at these rates (see "Annual Hospital Wide Increases" below). Anniversary date increases shall be discontinued. There shall be no anniversary date increase for the term of this contract. The only increases shall occur as defined in the section "Annual Hospital Wide Increases" below.

#### **1. New Hires With Experience**

Employees may be hired at any rate deemed appropriate, based on the Hospital's evaluation of experience and qualifications.

#### **2. Annual Hospital Wide Increases**

All Full-Time and Part-Time benefit eligible employees (including Part-Time 2 Employees) of the bargaining unit shall receive the following increases:

**Contract Year 1:** Effective January 1, 2012 or the first full pay period following ratification after January 1, 2012 every Full-Time and Part-Time benefit eligible employee will receive a 2% across the board increase to their current (the employee's rate as of 12/18/11) base rate of pay. Includes Part-Time 2 Employees.

**Contract Year 2:** Effective the first full pay period in January 2013 every Full-Time and Part-Time benefit eligible employee will receive a 2% across the board increase to their current (the employee's rate as of the beginning of the last pay period in December 2012) base rate of pay. Includes Part-Time 2 Employees.

**Contract Year 3:** Effective the first full pay period in January 2014 every Full-Time and Part-Time benefit eligible employee will receive a 2% across the board increase to their current (the employee's rate as of the beginning of the last pay period in December 2013) base rate of pay. Includes Part-Time 2 Employees.

#### **3. Job Classifications and Reclassification**

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the employer. The employer shall timely notify the Union of all meaningful changes to job content and responsibilities.

## **B. PAYDAY AND PAYCHECK**

1. Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a bank holiday, in which case the payday will be Thursday.
2. The Employer will continue its current practice regarding the direct deposit of paychecks.
3. The Employer will rectify underpayments. A paycheck correction may be requested. If the employee submits all required information and employee signatures to the Payroll Department by noon on the Friday before payday, the error will be corrected on the next payday. In the event the employee is not at fault with respect to the error, it will be corrected within three (3) business days; however, where the underpayment results from an employee error, it will be corrected on the next paycheck.
4. Unless otherwise mutually agreed, other payment errors resulting in improper payments (e.g., over payments) shall be corrected by the same amount and over the same number of pay periods as they occurred, or may be deducted in a lump sum payment, at the employee's option.
5. The Employer will comply with its obligations under state law regarding paycheck stubs.

## **C. BONUSES**

1. The Employer will continue its current past practice of paying all referral bonuses on an as-needed basis. In the event a referral bonus is to be instituted, modified or discontinued, notice will be given to the Union.
2. Bonus Incentive Program (Admitting Department)

The Employer will continue its current practice of providing bonuses to eligible Admitting employees according to the terms in the Employer's policy. In the event of a sale or transfer, the Employer reserves the right to review and alter certain provisions of the program (i.e., establish different benchmarks or other measures that are consistent with the buyer's business operation, etc.), provided, however, that any revisions will result in a reasonably comparable plan.

3. Bilingual Bonus
  - a. The Employer will pay a monthly bilingual bonus to employees who possess and are required to exercise fluency in English and a foreign language(s), including American Sign Language, provided such employees successfully complete the Employer's required competency assessment in accordance with its Bilingual Policy.



- b. A monthly bilingual bonus of fifty (\$50) will be paid when a qualifying monthly activity log is submitted by an eligible employee. In order to qualify, the activity log must reflect either a minimum of three (3) hours of translating or fifteen (15) translations.
- c. A one-time only one hundred dollar (\$100) bonus will be paid when an employee is first deemed medically competent to translate.

#### **D. SHIFT DIFFERENTIALS**

The Employer will continue its practice of paying an employee assigned to the evening or night shift a shift differential as follows:

Position	Eve. Shift	Night Shift
AIDE-OR	\$1.00	\$1.50
AIDE-PHYSICAL THERAPY	\$1.00	\$1.50
ANALYST-TECH SRVCS I&II	\$1.00	\$1.50
ASST-NURSING CERTIFIED	\$1.00	\$1.50
ASST-OCCUPATIONAL THER	\$1.00	\$1.50
ASST-PHYSICAL THERAPY	\$1.00	\$1.50
ATNDT PERSONAL NUTRIT	\$0.75	\$1.00
CLERK- DATA ENTRY	\$0.93	\$1.15
CLERK – DIETARY	\$0.75	\$1.00
CLERK-GENERAL	\$0.90	\$1.35
CLERK-HEALTH INFO	\$0.75	\$1.00
CLERK-MED REC/PRODUCTS	\$0.75	\$1.00
CLERK- RECEPTIONIST	\$0.75	\$1.00
CODER	\$0.75	\$1.00
COOK	\$0.75	\$1.00
COORD-ADMIN/STATS	\$1.00	\$1.50
COORD-CASE MIX	\$1.00	\$1.50
COORD-FILM IMAGING	\$1.00	\$1.50
COORD-OFFICE	\$0.93	\$1.15
COORD-PATIENT SERVICE	\$0.75	\$1.00
COORD-STATISTICAL	\$1.00	\$1.50
ENGINEER	\$1.00	\$1.50
FINANCIAL COUNSELOR	\$0.93	\$1.15
FOOD SERVICE WKR	\$0.75	\$1.00
INSURANCE VERIFIER	\$0.93	\$1.15
LVN	\$1.50	\$2.50
MAINTENANCE – GENERAL	\$1.00	\$1.50
OPERATOR – SUPPORT SVCS	\$0.77	\$1.01
OPERATOR – TELECOM	\$0.75	\$1.00
PHLEBOTOMIST	\$1.00	\$1.50

Position	Eve. Shift	Night Shift
REGISTRATION ASSOC.	\$0.75	\$1.00
REP – CUSTOMER SVC.	\$0.75	\$1.00
SCHEDULER	\$0.93	\$1.15
SECRETARY – DEPT	\$0.93	\$1.15
SECRETARY – UNIT	\$0.75	\$1.00
TECH – CARDIOVASCULAR	\$2.00	\$2.50
TECH – CENTRAL SVCS	\$1.00	\$1.50
TECH – CS INVENTORY CNTRL	\$1.00	\$1.50
TECH – CS LEAD	\$1.00	\$1.50
TECH – CT	\$2.00	\$2.50
TECH – DARK ROOM	\$1.00	\$1.50
TECH – DIET LEAD	\$1.00	\$1.50
TECH - DIETARY	\$1.00	\$1.50
TECH – ECHO	\$2.00	\$2.50
TECH – EKG	\$1.00	\$1.50
TECH – ENDOSCOPY	\$2.00	\$2.50
TECH – FOOD & NUTRITION	\$1.00	\$1.50
TECH – HEALTH INFO	\$1.00	\$1.50
TECH – HVAC	\$1.00	\$1.50
TECH – INSTRUMENT	\$1.00	\$1.50
TECH – LABORATORY	\$1.00	\$1.50
TECH – MAMMOGRAPHY	\$2.00	\$2.50
TECH – MONITOR	\$1.00	\$1.50
TECH – NUCLEAR MED	\$2.00	\$2.50
TECH – OB	\$1.00	\$1.50
TECH – PHARMACY	\$1.00	\$1.50
TECH – PHARMACY BUYER	\$1.00	\$1.50
TECH – RAD	\$2.00	\$2.50
TECH – SPECIAL PROCEDURE	\$2.00	\$2.50
TECH – SURGICAL	\$2.00	\$2.50
TECH – ULTRASOUND	\$2.00	\$2.50
TECH - VASCULAR	\$2.00	\$2.50
THERAPIST – RESP I&II	\$2.00	\$2.50
TRANSPORT/COURIER	\$0.75	\$1.00

Payment of Shift Differential will be determined by the following criteria:

- a. Evening (P.M.) Shift Differential payment will be made for the full shift when the majority (50% or more) of the employee's work time falls between 3:00 PM and 10:59 P.M.
- b. Night Shift Differential payment will be made for the full shift when the majority (50% or more) of the employee's work time falls between 11:00 P.M. and the following 6:59 A.M.

## E. STAND-BY AND CALL-BACK PAY

### 1. Stand-By Pay

An Employee assigned to stand-by status by the department Director or his/her designee will be paid as follows for each hour he/she is assigned to such status. No other compensation will be paid for such stand-by status. Hours of stand-by will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

The hospital may establish stand-by and call-back in any department as needed, and will give the Union thirty (30) days advance notice.

Position	Standby
AIDE – OR	\$4.25
AIDE – PHYSICAL THERAPY	\$4.25
ASST – NURSING CERTIFIED	\$3.25
COORD – PATIENT SERVICE	\$3.25
LVN	\$5.25
TECH – CARDIOVASCULAR	\$6.50
TECH – CS INVENTORY CONTROL	\$4.00
TECH – CS LEAD	\$4.00
TECH – CT	\$6.50
TECH – ECHO	\$6.50
TECH – EKG	\$6.50
TECH – ENDOSCOPY	\$6.50
TECH – HVAC	\$150/Per wk*
TECH – MAMMOGRAPHY	\$6.50
TECH – NUCLEAR MED	\$6.50
TECH – RAD	\$6.50
TECH – SPECIAL PROCEDURE	\$6.50
TECH – SURGICAL	\$6.50
TECH – ULTRASOUND	\$6.50
TECH – VASCULAR	\$6.50
THERAPIST - RESP	\$6.50

\*subject to pro-ration

### 2. Call-Back from Standby Pay

- a. When an employee is called in, she/he is to report to work within thirty (30) minutes of the time that she/he was notified to come in.
- b. An employee who is assigned to stand-by status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the department Director or his/her designee. When called back an employee

will be required to work until released by his/her Department Director or his/her designee. An employee will receive one and one-half (1-½) times his/her base rate of pay, rather than stand-by pay, for all hours actually worked when he/she is called back to work from stand-by status. The work time of an employee who is called in from stand-by status shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.

- c. Stand-by and call-back hours are not subject to the weekend scheduling or call-off provisions of this Agreement.

### 3. Release From Call Back

An employee on stand-by status who is called back, completes that assignment and is either 1) released to resume stand-by or 2) is released from further stand-by but subsequently agrees to return to work later that same day, will be paid in accordance with paragraph 2, above.

## **F. REPORT PAY**

1. Each workday an employee is required to report to work and does report to work, he/she will be provided with at least half of their scheduled shift up to a maximum of four (4) hours' work or any combination of work and pay totaling four (4) hours. If the employee agrees to report to work a second time in any one workday and does report, he/she will be provided with a minimum of two (2) hours' work or any combination of work and pay totaling two (2) hours. If the Employer offers an employee an assignment other than the regular assignment and the employee refuses the alternate work, no report pay will be paid.
2. The employee will not be paid report pay if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the start time that the employee should not report to work. It shall be the employee's responsibility to keep his/her current phone number on file with the Employer.
3. Report pay will not be paid to an employee who is called back to work from stand-by/on-call status.
4. The Employer shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Employer's control.

## **G. UNIFORMS**

1. When the Employer requires an employee to wear a uniform as a condition of employment, such uniform will be provided and maintained by the Employer. The term "uniform" herein means apparel of distinctive design and/or color (i.e., not white).

2. When a uniform is required in accordance with Paragraph 1 above, the uniform maintenance/cleaning allowance will be eleven dollars (\$11) per pay period for Full-Time Employees and five dollars and fifty cents (\$5.50) per pay period for Part-Time Employees.
3. The Employer will continue its practice of providing uniforms in those departments currently receiving uniforms as of the date of this agreement.

#### **H. SEVERANCE PAY**

1. Severance pay will be provided to a Regular Full-Time and Regular Part-Time 1 Employee whose employment is terminated as a result of a reduction in force provided he/she executes the Employer standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the employee's current base rate and partial years will not be prorated.
2. An employee who is laid off, receives severance pay, and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g., the employee who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks less of severance pay in the future).

#### **I. PRECEPTOR PAY (APPLIES TO LVNS ONLY)**

Licensed Vocational Nurses (LVNs) employees will receive twenty-five dollars (\$25) per twelve (12) hour shift and fifteen dollars (\$15) per eight (8) hour shift when precepting a new grad (approved through the Education Department).

#### **J. NEW CLASSIFICATIONS AND JOB DESCRIPTIONS**

1. In the event that the Employer wishes to establish a new job classification in the bargaining unit, the Employer and the Union will meet and negotiate over rate of pay and job duties prior to the Employer implementing the job. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach agreement, the Employer may implement within fifteen (15) days.
2. The Employer shall maintain and review job descriptions for all classifications which will be timely remitted to the Union.
3. Upon request to the Human Resources Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position descriptions, for covered employees. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

**K. WORKING OUT OF JOB CLASSIFICATION**

Any employee directed to relieve another employee in a higher paid classification shall receive the higher rate or five percent (5%) increase, whichever is higher, for all hours worked in the higher classification, except when the employee works one-half (½) or more of the shift in the higher classification and then the employee shall receive the higher rate or five percent (5%) increase for the entire shift. Overtime rates shall be calculated on the higher rate for all hours of overtime worked in the higher pay classification. An employee assigned to relieve another employee in a lower paid classification shall continue to receive her/his own wage rate, and shall not be reduced to the lower wage rate.

**L. EMPLOYEE MEAL DISCOUNT**

1. The Employer will continue to provide, free of charge, annual holiday and event meals including beverages to employees working that day and for any other holiday, celebration, recognition event or individual reward meals previously provided to employees, pursuant to past practice.
2. The Employer will continue its current practice of providing all employees with a cafeteria meal discount.

**M. WEEKEND DIFFERENTIAL**

A weekend differential of two dollars (\$2) per hour will be paid over and above an employee's base hourly rate of pay for all hours worked on a weekend shift as defined in Article 11.

**N. PAYMENT IN LIEU OF HEALTH BENEFITS**

A Regular Full-Time or Part-Time 1 Employee may have the option to waive all health benefits provided herein and will be paid thirty-five dollars (\$35) per pay period in lieu of being covered by such health benefits. The employee must elect this option during the annual benefit open enrollment period. Such employee is otherwise fully participating in all features of this Agreement.

**O. PER DIEM WAGE RATES**

1. Those Per Diem Employees receiving a higher rate of pay in lieu of benefits, and as stated on the proposed wage grid, shall continue to receive such.
2. In the event Per Diem Employees are utilized by the Employer and are not covered by an established "Per Diem" wage rate, the parties shall meet to determine the wage rate.

**P. MODIFICATION OF PRACTICES**

There shall be no individual bargaining with employees over wages, hours and working conditions. Where the Agreement explicitly allows employee agreement, it shall not be coercive. If requested by either party, the parties agree to discuss modifications or improvements to terms and conditions of current practices.

**Q. PAY RATE UPON PROMOTION**

1. A promotion is defined as a change in classification or classification level to a higher rated position, in which the minimum of the rate range of the new classification exceeds the minimum of the employee's current classification. A promotion must always result in an increase of pay of at least five percent (5%) or to the new classification minimum whichever is greater. Incumbent employees similarly situated within the job classification will not be brought up automatically to the promoted employees wage rate based on the five percent (5%) promotion.
2. Pay raises to promoted employees referenced in this article shall be effective the first day of the pay period following the promotion.

**ARTICLE 14 - MINIMUM RATES**

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates and/or scales, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change. No employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement except as provided for in this agreement.

**ARTICLE 15 - PROVIDENCE BENEFIT PLANS**

Providence will provide health and welfare programs including the following: Medical, Prescription Drug, Dental, Vision, Long Term Disability, Basic Life, Basic Accidental Death & Dismemberment and Employee Assistance Program. Bargaining unit employees will also have the opportunity to participate in voluntary benefits programs including the following: Supplemental Employee Life, Dependent Life, Supplemental Employee AD&D, Dependant AD&D, Home/Auto/Legal Insurance and Short Term Disability.

Bargaining unit employees shall participate in the same plans as non-bargaining unit employees, with the same plan design, co-pays, co-insurance, employee contribution, etc.

Providence shall maintain an 80/20 cost sharing across the California Region for the Medical and Drug Plans. The premium increases for the Medical and Drug Plans for plan year 2012 is provided to the Union. Premiums for the Medical and Drug Plans for the 2013 plan year shall not increase by more than 10% on a blended average basis, meaning for some categories the increases can be greater than 10% and others less than 10%.

Employees shall be eligible to participate in Providence Tarzana (PTMC) Paid Time Off Plan.

Through December 31, 2012, the Employer will continue to offer the existing Providence 403 (b) Basic Plan. Effective midnight on December 31, 2012, the Providence 403 (b) Basic Plan will be frozen.

Effective January 1, 2013, employees will participate in the retirement plan offered to the majority of the Employer's non-represented employees, in accordance with their terms. The retirement plans that comprise the overall program include: the Providence 401 (a) Service Plan, the Providence 403 (b) Value Plan (which includes both pre-tax and post-tax deferrals), and the Providence 457 (b) Savings Plan.

#### **A. MAINTENANCE OF BENEFITS**

The premiums for the health and welfare programs will be the same for the bargaining unit employees as it is for non-bargaining unit employees.

#### **B. PTO ACCRUALS**

Accrual:

Eligible employees will earn PTO hours each pay period, based on length of service and Scheduled Hours. Scheduled Hours for purposes of this policy are defined as the number of hours an employee is regularly scheduled to work as defined by their position. Bi-weekly and annual accruals for those employees covered under the standard accrual schedule are as follows:

<b>Length of Service</b>	<b>Bi-weekly Accrual</b>	<b>Annual Accrual</b>
0 to 4 years	7.2 hours	187.20 hours
4+ years to 8 years	8.8 hours	228.80 hours
8+ years	10.4 hours	270.40 hours

The bi-weekly and annual accrual shown above applies to an eligible employee who is in a position with 80 or more regularly Scheduled Hours (1.0 FTE) per pay period. An eligible employee who is in a position that is regularly scheduled for less than 80 hours (1.0 FTE) per pay period will receive bi-weekly accrual that is prorated based on the employee's FTE status.



Accrual rates for employees in benefit eligible positions prior to 1/1/1996 have been grandfathered under an Alternate Accrual Schedule. However, if an employee who was grandfathered under an Alternate Accrual Schedule changes to/from an ineligible status or terminates employment and subsequently rehires in a benefit eligible position, such employee will begin accruing PTO based on the Standard Schedule. See below for grandfathered alternate accrual rate schedules.

Alternate Accrual Schedule for employees in benefit eligible positions prior to 1/1/1996:

<b>Length of Service</b>	<b>Bi-weekly Accrual</b>	<b>Annual Accrual</b>
31 days to 4 years	8.0 hours	208.00 hours
4+ years to 8 years	9.6 hours	249.60 hours
8+ years	11.2 hours	291.20 hours

The hours in an employee's PTO account cannot exceed 150% of the employee's Annual Accrual. At the point the limit is reached, accruals will cease until the hours balance is reduced below the limit. PTO hours do not accrue in any pay period in which the employee's hours balance, as of the beginning of the pay period, is at the cap. In the pay period in which an employee reaches the cap, the amount of accrual is determined based on the PTO balance as of the beginning of the pay period and does not take into account PTO used during the current pay period, if any. Accruals will begin in the pay period immediately following the pay period in which the hours balance is reduced below the cap.

PTO hours do not accrue when an employee is receiving any type of severance pay.

The employer shall not reduce the employees' Paid Time Off Plan benefit in any way, including but not limited to changing the rates of accrual and/or the terms of employee use, except as provided in this Agreement.

### **C. RESERVE SICK/EXTENDED SICK LEAVE (ESL)**

Accrual:

Full-Time and Part-Time Employees in benefit eligible positions are eligible for the Reserve Sick/Extended Sick Leave (ESL) program. Once eligible, ESL accruals will begin on the first day of the pay period in which the status change becomes effective. Part-Time Employees (working less than 24 hours per week), Per Diem Employees, and employees receiving severance, are not eligible for ESL.

Under this plan, a Full-Time Employee accrues 1.85 hours per pay period and a Part-Time employee accrues .93 hours per pay period. There is a 240 hour cap on the ESL hours balance.

ESL is not redeemable and not vested. When used, it is paid at the employee's current hourly base rate.

## **ARTICLE 16 - HOLIDAYS**

### **A. HOLIDAY PAY FOR WORK ON HOLIDAYS**

Employees working the following holidays will be paid a premium rate of one and one-half (1-½) times the regular rate of pay:

New Year's Day	Memorial Day
Independence Day	Labor Day
Christmas Day	Thanksgiving Day

### **B. DEFINITION OF PREMIUM PAY HOLIDAY HOURS**

All designated holidays will be observed on the actual calendar day (12:00 AM and 11:59 PM) and all conditions and benefits applying to such holiday will be in effect on that day. Employees, including those on twelve-hour work schedules, will be paid the holiday premium for all hours worked on the shift when the majority (greater than 50%) of those hours worked fall within the holiday as previously defined. On Independence Day, holiday pay starts at 7:00 AM on the holiday and ends at 7:00 AM the next day. If the majority (greater than 50%) of the shift hours fall between 7:00 AM on the holiday and 7:00 AM on the day after the holiday, the entire shift will be paid at one and one-half (1-½) times the employee's regular rate of pay.

### **C. SCHEDULED OFF ON HOLIDAYS**

Each Department Director, in conjunction with Administration, will determine the appropriateness of closing the department(s), or if volume allows, operating on a reduced schedule. Employees who are scheduled off for the Holiday due to pre-approved time off or department closure will use accrued Paid Time Off. If an employee is cancelled/Flexed off due to low volume or department closure, the employee may choose to use accrued Paid Time Off.

### **D. MISCELLANEOUS**

In addition to these six (6) Holidays, there may be other days during the year (such as, but not limited to, the day after Thanksgiving) when it may be determined by the Department Director and Administration to close a department or operate with a minimal staff. Those who work these other days are not eligible for premium pay. Employees who are scheduled off due to pre-approved time off will use accrued Paid Time Off. If an employee is cancelled/Flexed off due to low volume or department closure, the employee may choose to use accrued Paid Time Off.

## **ARTICLE 17 - HEALTH AND SAFETY**

### **A. GENERAL**

The Facility has the obligation to provide a safe and healthy environment for employees and patients. The Facility shall comply with all applicable federal and California laws and regulations pertaining to occupational and general safety and health standards. Employees are expected to utilize Hospital safety equipment and procedures. Employees may be disciplined for failing to utilize such equipment and procedures.

#### **1. Reporting of Health and Safety Hazards by Employees**

It is the duty of all employees and Management to comply with health and safety regulations; and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Facility and the Facility shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Facility of any potential health and safety hazards, violations or problems of which it is aware and the Facility shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any employee for reporting health and safety concerns to the Facility, to the Union or to federal or state authorities. (Notwithstanding the foregoing, employees may be disciplined for failing to adhere to employee and patient health and safety standards).

#### **2. In-Service**

The Facility shall provide regular in-service or other training and information to employees concerning health and safety.

#### **3. Personal Protective Equipment**

Personal protective equipment, as appropriate, will be provided to all employees who will utilize such equipment in accordance with the Facility-wide exposure control plan.

### **B. COMMUNICABLE DISEASES**

1. The Facility will work to eliminate or minimize employee exposure to communicable diseases.
2. The Facility shall provide information and training to employees on communicable diseases to which they may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable.

The Facility shall make appropriate vaccinations available to employees who are at risk of exposure to infectious agents.

3. **Hepatitis "B":** Hepatitis B vaccine shall be made available free of charge and at a covered employee's request, if the employee's normal functions include exposure to blood, blood products, bodily fluids, or needlesticks or cuts by other sharp objects that may have patient blood, blood products or body fluids on them. Such vaccine also will be provided to other employees, at their request, if their normal functions do not include such exposure, but the employee has had an on-the-job needlestick or cut, as described.
4. **Other Testing and/or Treatment for On-the-Job Exposure:** The Facility will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the employee.
5. **Needlestick Injury Log:** The Facility shall retain its current policy of maintaining a Needlestick Injury Log as required by law.

#### **C. WORKPLACE VIOLENCE**

The Facility will maintain a comprehensive workplace violence prevention program.

#### **D. COUNSELING**

The Facility will make Critical Incident Stress Debriefing (CISD) available to employees on an as needed basis. CISD is to be used for incidents such as serious physical and/or emotional work injury, work-related death of co-workers or the suicide of a co-worker.

#### **E. PHYSICAL EXAMS**

1. All physical examinations required of an employee in connection with her/his employment, according to the practice of the Facility, shall be given without charge, provided such examination(s) is conducted by a Facility-designated physician or Registered Nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Facility, Title XXII or the Department of Health Services. All time spent by an employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.
2. An examination conducted by any other physician or Registered Nurse may be acceptable at the Facility's option for purposes of compliance with state law, but in these cases the Facility shall have no financial obligation for such examination(s).

## **F. PARKING AND SECURITY**

The Facility will provide free employee parking within a reasonable distance of the workplace. The Facility will provide reasonable security for employees at all times in and around the Facility's premises. After dark and subject to operational needs of the Facility, a security escort to the parking area will be made available at the request of an employee.

## **G. INJURY PREVENTION**

The facility will maintain a worker injury management prevention and training program and will comply with state and federal regulations regarding safe patient handling.

# **ARTICLE 18 - EDUCATION BENEFITS**

## **A. TUITION ASSISTANCE BENEFITS**

Tuition assistance shall be available to eligible Regular Full-Time and Part-Time 1 Employees upon satisfactory completion of pre-approved qualified college or university coursework that will contribute to the improvement of their work for the Employer.

### **1. Employee Eligibility**

To be eligible to receive tuition assistance, an employee must satisfy the following requirements:

- a. The employee must be on the payroll and classified as a Regular Full-Time or Part-Time 1 Employee at the time of course registration through and including the course completion date.
- b. The employee must have completed at least six (6) months of continuous service at the Facility at the time of registration.

### **2. Qualified Courses**

To be eligible for reimbursement, courses must meet the following requirements:

- a. Courses must be offered by a recognized, accredited educational institution. Satisfactory course completion must result in the award of college credits.
- b. Courses must be job-related or part of a degree program that is job-related. Courses taken in preparation for other career opportunities within the facility may be submitted for consideration.

### 3. Participation Requirements

To receive tuition assistance, an eligible employee must satisfy the following requirements:

- a. Complete the required tuition reimbursement request form(s) and secure approval from the Department Head/Director and the Director of Human Resources or his/her designee prior to registering for the requested course.
- b. Submit to Human Resources documentation of successful course completion (a minimum grade of "C" or equivalent) and the associated tuition receipts within three (3) months of course completion. Such documentation shall include an official grade report and actual receipts.
- c. The Employer shall not unreasonably deny an employee time off from work to utilize the education benefits.

### 4. Reimbursement Levels

- a. An eligible Full-Time or Part-Time 1 Employee will be reimbursed for the cost of tuition (including class fees, textbooks, enrollment fees, test fees, and laboratory fees) up to two thousand dollars (\$2,000) per calendar year for Full-Time Employees and pro-rated amounts, based on scheduled hours (FTE) of that maximum for eligible Part-Time 1 Employees.
- b. Those employees who are currently enrolled in degree programs will remain at the four thousand (\$4,000) reimbursement level for courses completed by December 31, 2011. Effective January 1, 2012, the reimbursement rate will revert to two thousand (\$2,000) as defined in 4(a).
- c. Employer reimbursement and reimbursement from other sources such as government agencies (e.g., G.I. Bill, etc.) or other educational benefits (i.e., scholarships or grants) cannot exceed the cost of tuition. If the cost of tuition exceeds the Employer's maximum reimbursement level, the Employer's reimbursement will be reduced by any amounts received through such other sources. If outside financial assistance is obtained, documentation of the outside financial assistance is required before reimbursement by the Employer.

## B. CEU REIMBURSEMENT

1. Licensed staff employees are eligible to be reimbursed for CEUs every two (2) years as follows:

Full-Time	Part-Time	Per Diem
\$200	\$100	\$50

2. Payment for CEU reimbursements will be made in February, June, September, and December of each calendar year.

### **C. PAID EDUCATION TIME**

#### **1. Mandatory In-Service**

Employees will be compensated as time worked for all in-service meetings designated by the Employer as mandatory.

#### **2. Other Educational Classes**

After six (6) months of employment at the Facility, Regular Full-Time and Part-Time 1 Employees will be eligible to request to be paid for hours in attendance at certain educational seminars in accordance with the provisions below.

- a. Except where required for licensure or renewal, eligible employees will be paid at their base rate of pay (or overtime, if applicable) for all hours spent attending courses required by the Employer in order to retain their current positions. In order to be eligible for payment, eligible employees must obtain prior written approval from their Director to attend any such course offered at the Facility. If no such course is reasonably available at the Facility, the employee may, with prior written approval, attend the course at another Employer-approved location. Such approvals will not be unreasonably withheld. No tuition fee will be charged to employees for attending such courses offered at the Facility.
- b. The Employer will pay eligible employees at their base rate of pay (or overtime, if applicable) for all hours spent attending courses and will reimburse the employees for the tuition fee provided such courses are attended by the employees at the request of their Director and the employees have obtained prior written approval from their Director to attend such courses. Such approval will not be unreasonably withheld.
- c. With respect to Paragraphs a. and b., "travel time" to and from such course will be paid in accordance with the requirements of federal and state wage and hour laws.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **A. REQUESTS FOR LEAVE**

Requests for a Leave of Absence must be submitted to the Employer's Third Party Administrator for approval before the leave begins.

## **B. STATUTORY LEAVES**

1. The Employer will comply with its obligations under federal and state law regarding leaves of absence, including but not limited to leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§84301).
2. An employee who meets the requirements will be granted family leave under the California Family Rights Act for the care of a "domestic partner."

## **C. UNION LEAVE**

Notwithstanding the above, employees who have been in the employ of the Employer for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed one (1) year. No more than one (1) employee per facility may take such a leave at any one time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.

### **1. Health Insurance**

Benefits may be continued under the provision of COBRA.

### **2. Unpaid**

Union leaves of absence are unpaid; use of PTO is not allowed.

### **3. Accrual of Benefits**

A Union leave of absence will not affect previously accumulated benefits. However, employees taking this type of leave will not accrue benefits while on unpaid leave.

### **4. Return to Work**

When an employee returns to duty in compliance with the authorized leave of absence, such employee shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such employee was employed before his/her absence. If conditions in the Employer have so changed that it would not be feasible to reinstate him/her in such manner, then the Employer will reinstate the employee to as nearly comparable position and shift as is reasonable under the circumstances. If an employee wishes to return from leave early he/she must give the Employer at least four (4) weeks' notice prior to reinstatement.



#### **D. PERSONAL LEAVE OF ABSENCE**

An employee may request a Personal Leave of Absence. Such leave may be granted for reasons other than an employee's own serious health condition or disability or the employee's need to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An employee requiring a leave for those reasons should apply for Family Leave or Medical leave. A Personal Leave of Absence may be granted with department manager approval for up to forty-five (45) days; however, such leave may not be used to extend a vacation or other paid time off.

##### **1. Benefit Accrual**

A benefit-eligible employee on a Personal Leave of Absence will not accrue benefits such as Paid Time Off (PTO) or ESL while on a Personal Leave of Absence.

##### **2. Continuation of Health Benefits**

Subject to the terms, conditions and limitations of the applicable benefits plans, health insurance benefits will be subsidized by the Employer (as if the employee were working) for up to six (6) months. During the portion of the leave that is paid from accrued PTO, the employee portion of insurance premiums will automatically continue to be deducted. Once PTO is exhausted, the employee may choose to make monthly insurance payments by check or money order per the terms of the Employer's appointed administrative agent.

#### **E. RETURN TO WORK FROM A LEAVE**

When an employee returns to work, in compliance with the authorized leave of absence, such employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such employee was employed before his/her absence, if vacant. If not, the Facility will reinstate the employee to a comparable vacant position, provided the employee satisfies the job requirements and it is reasonable to believe that he/she can satisfactorily perform the job with minimal orientation and training within two (2) weeks. Notwithstanding the foregoing, the Facility will provide additional return to work protection should it be required by law. Any return to work is contingent upon the employee's ability to perform the essential functions of the position with or without reasonable accommodation.

#### **F. MEDICAL DISABILITY LEAVE**

1. Employees shall be granted leaves of absence when an employee is unable to work because of disability or illness. The Employer will grant such leaves according to state and federal law and this Agreement. Employees will not accrue PTO or ESL while on a Medical Disability Leave of Absence.

2. Additionally, employees shall be granted leaves of absence for physical or mental disabilities, for a period of up to twelve (12) months, where the necessity for such absence has been certified by the employees' attending physician; such leaves shall be subject to the Return from Leave provisions of Section E., above.

#### **G. CONTINUATION OF HEALTH BENEFITS**

Subject to the terms, conditions and limitations of the applicable benefits plans, health insurance benefits will be subsidized by the Employer (as if the employee were working) for up to six (6) months. During the portion of the leave that is paid from accrued ESL and/or PTO, the employee portion of insurance premiums will automatically continue to be deducted. Once ESL and/or PTO is exhausted, the employee may choose to make monthly insurance payments by check or money order per the terms of the Employer's appointed administrative agent. At the end of the six (6) months the employee is eligible to continue health benefits under COBRA. Any remaining PTO will be cashed out, but extended sick leave (ESL) hours will continue to be paid to the employee until it has been exhausted.

#### **H. LENGTH OF LEAVES**

Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed one (1) year unless:

1. otherwise required by law;
2. otherwise provided in this Article;
3. except in the case of Workers' Compensation leaves which will be handled on a case-by-case basis, but in no event shall be less than required by law and no less than that provided for other Medical leaves; however, employees are removed from active payroll after twelve (12) months.

#### **I. USE OF PAID TIME OFF DURING LEAVES**

Except as required by law otherwise agreed, employees may use any accumulated Paid Time Off (PTO) and extended sick leave (ESL) benefits, in accordance with the Employer's Paid Time Off policy and/or ESL policy, in connection with leaves of absence granted pursuant to this Article. Such paid time off or accrued ESL benefits shall be integrated with the SDI, PFL, and/or Worker's Compensation benefits in order to fully replace the employee's regular wages, until such benefits are exhausted.

#### **J. MODIFIED DUTY PROGRAMS**

1. In the case of worker compensation injury, the Employer will make every effort to return an employee with temporary restrictions to a job which she/he can perform with comparable wages, shift, and hours in accordance with the Transitional Duty (Modified Duty) Program.

2. Prior to participating in the Transitional Duty (Modified Duty) Program, an employee shall be provided Transitional Duty (Modified Duty) Program Information.

## **K. BEREAVEMENT LEAVE**

In the event of a death in the immediate family, an employee will be allowed three (3) scheduled shifts off with pay to a maximum of thirty-six (36) hours, immediately following the death, to arrange or attend the funeral. Bereavement Leave should be taken within the seven (7) day period following the death. In the event of extenuating circumstance, bereavement leave may be taken at a later date. Cases will be decided on a case by case basis by Human Resource Director or his/her designee.

### **1. Immediate Family**

"Immediate family" is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and mothers-in-law, stepparents, stepsisters, and stepbrothers, stepchildren, step-grandchildren, legal wards, domestic partners, and individuals who are not legally related but who reside with the employee.

### **2. Pay**

The employee will be paid his/her base hourly rate for each of the scheduled shift(s) missed (up to thirty-six (36) hours), and may be required to furnish satisfactory evidence to support the leave.

### **3. Use of PTO**

At the employee's option, two (2) additional days of time off may be used for bereavement purposes in addition to the paid bereavement leave above and Paid Time Off must be utilized. At the facility's discretion, additional bereavement day or days may be granted.

## **L. JURY DUTY LEAVE**

### **1. Eligibility**

Regular Full-Time Employees and Part-Time 1 Employees called to jury duty after completing ninety (90) days of employment may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a Regular Full-Time Employee cannot be excused or cannot rearrange her/his working schedule to avoid a conflict, the employee shall receive the difference between her/his regular pay and any amount of jury pay received on the days the employee was scheduled to work.

An employee shall be eligible to receive up to two (2) weeks of pay in a three year period. For example, a twelve (12) hour employee would receive a maximum of thirty-six (36) hours for each calendar week of work, and an eight (8) hour employee would receive a maximum of forty (40) hours for each calendar week of work.

A Part-Time 1 Employee may receive up to a maximum of forty (40) hours pay within a three (3) year period, except as otherwise required by law.

**2. Jury Duty Attendance and Work Requirement**

- a. Evidence of jury duty attendance must be presented to the Employer.
- b. An employee required to report for jury duty will be excused from work on the day(s) the employee is required to report to the court for jury duty. However, if excused from Jury Duty two (2) hours or more prior to the start of an employee's regular shift, the employee will contact the staffing office, house supervisor or department director to determine if needed, and if needed the employee will come to work for that shift. Night shift employees will be excused the shift before and the shift after they are required to report to court for jury duty.

**3. Return to Work**

It is the employee's responsibility to report for employment at the end of an approved leave (not daily) for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.

**4. Continuation of Benefits**

All employee benefit accruals and other benefits in which the employee is enrolled will continue while the employee is on jury duty leave. The employee will be required to continue payment of any required contributions for employee benefits during the jury duty leave.

**M. WITNESS LEAVE**

An employee who is required by law to appear in court as a witness may take time off for such purpose provided he/she gives the Employer reasonable advance notice. An employee who appears as a witness at the request of the Employer will receive pay at his/her base rate during such time.

**N. PAY AND BENEFITS**

Unless otherwise required by law or otherwise required by this Agreement, leaves of absence under this Article and Agreement shall be unpaid. Employees on leaves of absence other than Union leaves of absence shall be eligible to continue to participate in the Employer's insurance and benefits plans in accordance with the terms and conditions of those plans.

**O. REDUCTION IN FORCE**

If business conditions require a reduction in force, employees on approved leaves of absence will be considered for layoff under the same terms and conditions as other employees actively at work.

**P. TERMINATION DURING LEAVE OF ABSENCE**

Unless otherwise required by law, an employee may be subject to termination during a leave of absence for reasons including but not limited to the following:

1. Failure to keep the Employer informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.
2. Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.

**Q. PHYSICAL EXAMINATIONS**

The Employer reserves the right to require any employee on any medical or disability leave, including maternity/pregnancy leave, to be examined at the Employer's expense by an employer selected physician prior to his/her return to work.

**ARTICLE 20 - JOB SECURITY**

**A. SUCCESSORSHIP PROTECTION**

**Notification:** If the hospital is sold or if an agreement is reached to merge the hospital with another employer, the hospital will notify the Union in writing at least sixty (60) days prior to the effective date of the sale or merger. In the event of a non-temporary operational merger of units or closure of a service in which bargaining unit employees are employed, the Hospital will notify the Union in writing at least forty-five (45) days prior to the effective date of such merger or closure or at any such earlier time as the Hospital is required to give notice of such merger or closure to state or federal authorities. Upon request, the Hospital will meet at the Union's request to engage in good faith bargaining over the impact of such changes, as required by law.

**Successor:** Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this CBA and of its terms and conditions; shall provide a copy of this CBA to the acquiring entity, shall require as a condition of the sale or transfer, that the new employer or entity retain all or substantially all of the bargaining unit employees and that the new employer shall not require that the current employees reapply for their positions, and shall recognize the Union as the collective bargaining representative. The Hospital shall, in addition, require as a condition of the sale that the acquiring entity shall assume an existing memorandum of understanding between the hospital and the Union except that the purchaser or transferee shall offer comparable

benefit plans in lieu of benefit plans that are specifically administered by and available only through Providence Health System, for the remainder of its term

## **B. TRANSFER OPTION**

Job openings at other Providence facilities will be posted and will be available to bargaining unit employees on the same basis as other Providence employees.

## **ARTICLE 21 - MANAGEMENT RIGHTS**

Subject to the laws and regulations governing the healthcare industry, the Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from nursing registries or other temporary help agencies; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to determine staffing patterns and levels and the number of employees needed, provided that the Employer adheres to the regulations set forth in Title XXII; (ix) to lay off employees; (x) to hire, transfer and promote employees; (xi) to demote, suspend, discipline and discharge employees; (xii) to maintain the discipline and efficiency of its employees; (xiii) to establish work standards and schedules of operations; (xiv) to specify or assign work requirements and overtime; (xv) to assign work and decide which employees are qualified to perform such work; (xvi) to determine working hours, shift assignments, and days off; (xvii) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xviii) to determine the type and scope of work to be performed and for the services to be provided to patients; (xix) to determine whether work will be assigned to bargaining unit employees or other employees; (xx) to determine the methods, processes, means and places of providing service to patients; (xxi) to determine the quality of patient services; (xxii) to acquire and dispose of equipment and facilities; (xxiii) to determine the places where work will be performed; (xxiv) to hire temporary employees for designated periods of time; (xxv) to pay wages and benefits in excess of those required by this Agreement; (xxvi) to effect technological changes in its equipment and operations; and (xxvii) to sell, close, or dispose of all or part of the Facility; (xxviii) the number, location, or types of facilities; (xxix) the price of all products and services, the price of all purchases, and the corporate and financial structure of the hospital; (xxx) the need for and the administration of physical examinations and criminal record checks if necessary; (xxxi) the hiring of full-time, part-time, and per diem employees and the number thereof; (xxxii) the security of the employees, premises, facilities, and property of the Hospital; (xxxiii) the selection and retention or discontinuance of all food and vending machine suppliers and the price of their products or services; (xxxiv) the right to

determine the scope and services within levels of care, additions or deletions to unit-specific skills rosters (subject to the laws and regulations governing patient care and practices of nursing); (xxxv) the right to determine shifts, the types of shifts and the number of hours which constitute a shift (e.g., 8, 10, 12 or any other numbers) for any unit or other division or subdivision of the Hospital. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 22 - SUBCONTRACTING**

The Employer shall not subcontract any bargaining unit work during the term of this Agreement.

The Facility also agrees that it will, upon request, discuss with the Union the possibility of bringing currently subcontracted work into the bargaining unit.

## **ARTICLE 23 - UNION SECURITY**

### **A. UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT**

All employees of the Employer covered by this Agreement as of the date of the execution shall, as a condition of continued employment with the Employer, become and remain members in good standing of the Union not later than the thirty-first (31<sup>st</sup>) day following the date of the execution of this Agreement.

The Employer will provide all new hire employees who are hired into the bargaining unit with the Union Membership Application/Payroll Deduction Form.

As a condition of employment all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

### **B. FAILURE TO MAKE REQUIRED PAYMENTS**

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his/her last known address, in which to comply.

If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

### **C. DEDUCTION AND REMITTANCE OF UNION INITIATION FEES AND DUES**

Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Employer shall deduct from the pay of such employee a sum equal to the employee's Union initiation fees or monthly membership dues, uniformly required, and only so long as such employee was employed by the Employer at the time such obligation became due.

The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status (e.g., Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

On a monthly basis, no later than the tenth (10<sup>th</sup>) of the month, the Facility will provide the Union with a list of deletions and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for such Employees: name, social security number, classification, department, status, and date of hire, address, shift (when feasible), phone number, wage rate, and date of hire. Addresses will be provided for new hires and transfers into the bargaining unit.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

The Employer will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Employer and the Union, and will remit such contributions to the Union.

### **ARTICLE 24 - WORK STOPPAGE**

- A. Neither the Union nor the employees shall threaten to, or participate in, any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage collectively referred to as "work stoppage" during the life of this Agreement. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same.
- B. The Employer, for its part, agrees that there shall be no lockout of employees during the term of this Agreement.



## **ARTICLE 25 - NOTICES**

Notices by the Union to the Employer shall be e-mailed and mailed to the Employer Representative (HR Director, HR Manager, etc), or delivered to the following address:

Director of Human Resources  
Providence Tarzana Medical Center  
18411 Clark Street, Suite 303  
Tarzana, CA 91356

Notices by the Employer to the Union shall be e-mailed and mailed to the Union Representative, or delivered to the following address:

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

## **ARTICLE 26 - SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any state or federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

## **ARTICLE 27 - ENTIRE AGREEMENT**

The parties agree that this Agreement is intended to constitute the entire contract between them governing wages, hours and conditions of employment of bargaining unit employees covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feels needs to be discussed. It is agreed, therefore, that either party may raise such issues and the other agrees to meet and confer with respect to such issue(s) in an attempt to try to reach a mutual resolution of such issue; however, arbitration is not a remedy in the event the parties are unable to reach agreement.

## **ARTICLE 28 - TERMS OF AGREEMENT**

This agreement and its appendices constitute the exclusive record of agreement between the National Union of Healthcare Workers (NUHW) and the Employer on all matters relating to wages, hours, and working conditions.

The National Union of Healthcare Workers and the Employer may mutually agree to amend or add to any provisions of this Agreement or its appendices. Any such amendment or modification must be in writing and executed by the duly authorized

representatives of each party and any verbal modification or amendment shall be of no force or effect.

This Agreement shall be effective from January 1, 2012 and shall continue in effect to and including December 31, 2014, and from year to year thereafter, unless, at least ninety (90) days prior to December 31, 2014, or at least ninety (90) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to make changes in the Agreement.

## **ARTICLE 29 - EMPLOYMENT & INCOME SECURITY**

- A. The parties acknowledge the common goal of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances where avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Employer will make every effort to maintain employment and income security and to avoid displacing employees (i.e., reductions in force, reduction in hours, daily cancellations and job elimination on a temporary, indefinite, or permanent basis).
- B. Issues regarding job security, retention and recruitment shall be jointly considered by the parties, and the Employer will implement mutually agreeable programs to address these issues, when necessary and feasible, including the following:
  - 1. Identifying current and anticipated vacancies;
  - 2. Projecting changes in the delivery of healthcare at the Hospital;
  - 3. Identifying voluntary retraining opportunities for employees at the Hospital;
  - 4. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to voluntarily work in classifications other than their own to avoid daily cancellations;
  - 5. Identifying voluntary cross-training opportunities to minimize involuntary daily cancellations;
  - 6. Identifying systems to support effective reassignment processes such as float pools, cross-training programs, employee lists by competencies;
  - 7. Identifying new and creative recruitment sources;
  - 8. Other opportunities to enhance recruitment, retention and retraining;
  - 9. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared service entities.

Collective Bargaining Agreement by and between Providence Tarzana Medical Center and the National Union of Healthcare Workers (NUHW)

Effective Date: January 1, 2012 through December 31, 2014

National Union of Healthcare Workers:

Providence Tarzana Medical Center:

Julie C. 9/10/12  
Date  
Denise Cruz 9-10-12  
Date

Douglas R. Hart 9-10-12  
(R) Date

9/19/12 Julia Adams-Thompson  
Date

AB 9-16-12  
Date  
9/18/12  
Date

Raimundo Sanchez 9/18/12  
Date

9/18/12  
Date

BEAN 9/19/2012  
Date

9-19-12  
Date

9/20/12  
Date

9/25/12  
Date

# Appendix A - Wage Grids

EMPLOYER GRIDS: 01 JANUARY 2012 THRU 31 DECEMBER 2014

UNION TITLE	START	YEARS OF SERVICE										PER DIEM EXP	PER DIEM INEXP
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10		
AIDE - OR	14.50	14.93	15.36	15.84	16.32	16.81	17.31	17.83	18.37	18.92	19.49	18.34	-
AIDE - PHYSICAL THERAPY	14.50	14.93	15.38	15.84	16.32	16.81	17.31	17.83	18.37	18.92	19.49	16.18	12.16
ANALYST - QC ADMIT	17.56	18.09	18.63	19.19	19.77	20.36	20.97	21.60	22.25	22.92	23.60	21.21	19.04
ANALYST - TECHNICAL SVCS	17.56	18.09	18.63	19.19	19.77	20.36	20.97	21.60	22.25	22.92	23.60	20.51	18.70
ASST - NURSING CERT/12	15.41	15.87	16.35	16.84	17.34	17.86	18.40	18.95	19.52	20.10	20.71	18.15	-
ASST - PHYSICAL THERAPY	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.73	34.73	37.27	34.03
ATNDT PERSONAL NUTRIT/12	12.98	13.37	13.77	14.18	14.61	15.03	15.50	15.96	16.44	16.93	17.41	13.75	-
CHART AUDITOR	20.35	20.96	21.59	22.23	22.90	23.59	24.30	25.02	25.77	26.55	27.34	-	-
CLERK - ACCOUNTING	19.24	19.82	20.41	21.03	21.66	22.31	22.98	23.66	24.37	25.11	25.86	-	-
CLERK - DIETARY/12	14.28	14.71	15.15	15.60	16.07	16.55	17.05	17.56	18.09	18.63	19.19	16.19	-
CLERK - GENERAL	19.24	19.82	20.41	21.02	21.66	22.31	22.97	23.66	24.37	25.10	25.86	18.46	15.85
CLERK - HEALTH INFO	14.06	14.48	14.92	15.36	15.83	16.30	16.79	17.29	17.81	18.35	18.90	13.95	-
CLERK - RECEPTIONIST	16.33	16.82	17.32	17.84	18.38	18.93	19.49	20.08	20.68	21.30	21.94	19.43	16.68
CODER	31.03	31.96	32.91	33.90	34.92	35.97	37.05	38.16	39.30	40.46	41.76	43.40	-
CODER - LEAD	32.57	33.56	34.56	35.60	36.67	37.76	38.90	40.07	41.27	42.50	43.78	45.38	-
COOK	16.60	17.09	17.61	18.14	18.68	19.24	19.82	20.41	21.02	21.66	22.30	18.70	17.40
COORD - ACCOUNTING/FINAN	21.27	21.90	22.56	23.24	23.94	24.65	25.39	26.15	26.94	27.75	28.58	-	-
COORD - ADMIN/STATS	17.39	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37	-	-
COORD - CASE MIX	21.73	22.38	23.05	23.75	24.46	25.19	25.95	26.73	27.53	28.35	29.20	-	-
COORD - CLIN APPLICATION	39.93	41.13	42.37	43.64	44.95	46.30	47.68	49.11	50.59	52.11	53.67	-	-
COORD - ED CHARGES	21.73	22.38	23.05	23.75	24.46	25.19	25.95	26.73	27.53	28.35	29.20	-	-
COORD - LIS	26.63	28.27	29.92	31.57	33.23	34.88	36.54	38.19	39.84	41.50	43.15	-	-
COORD - MEDICAL EDUCATIO	29.88	30.70	31.70	32.65	33.63	34.64	35.68	36.75	37.85	38.99	40.16	-	-
COORD - OFFICE	17.39	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37	-	-
COORD - OR RECEIVING	17.05	17.56	18.09	18.63	19.19	19.76	20.35	20.97	21.59	22.24	22.91	-	-
COORD - PHARM QA	20.34	20.96	21.59	22.24	22.90	23.59	24.29	25.02	25.77	26.55	27.34	-	-
COORD - STATISTICAL	17.39	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37	23.62	-
DISCHARGE PLANNER	27.83	28.66	29.53	30.41	31.32	32.26	33.23	34.23	35.26	36.31	37.40	-	-
ELECTRICIAN	29.02	29.89	30.79	31.71	32.66	33.64	34.65	35.69	36.76	37.86	39.00	-	-
ENGINEER - BOILER	24.18	24.90	25.65	26.42	27.21	28.03	28.87	29.74	30.63	31.55	32.49	30.64	25.50
FINANCIAL COUNSELOR	18.95	19.51	20.10	20.70	21.32	21.96	22.62	23.30	24.00	24.72	25.46	20.96	18.81
FOOD SERVICE WKR	13.98	13.37	13.77	14.18	14.61	15.04	15.50	15.96	16.44	16.93	17.44	13.77	12.17
FOOD SERVICE WKR II	12.98	13.37	13.77	14.18	14.61	15.04	15.50	15.96	16.44	16.93	17.44	13.77	12.17
INSURANCE VERIFIER	20.35	20.96	21.59	22.23	22.90	23.59	24.30	25.02	25.77	26.55	27.34	30.96	18.81
LVN/LPN	21.73	22.38	23.05	23.75	24.46	25.19	25.95	26.73	27.53	28.35	29.20	30.67	-
LVN/LPN/12	21.73	22.38	23.05	23.75	24.46	25.19	25.95	26.73	27.53	28.35	29.20	30.67	-
MAINTENANCE - GENERAL	20.65	21.27	21.90	22.56	23.24	23.94	24.65	25.39	26.15	26.94	27.75	21.31	-
OPERATOR - SUPPORT SVCS	17.56	18.09	18.63	19.19	19.77	20.36	20.97	21.60	22.25	22.92	23.60	17.02	13.57
OPERATOR - TELECOM	16.33	16.82	17.32	17.84	18.38	18.93	19.49	20.08	20.68	21.30	21.94	15.88	-
PATIENT VISIT REP	17.39	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37	-	-
PHLEBOTOMIST	17.94	18.47	19.03	19.60	20.19	20.79	21.42	22.06	22.72	23.40	24.11	20.12	18.63
REGISTRATION ASSOCIATE	17.22	17.73	18.26	18.81	19.38	19.96	20.56	21.17	21.81	22.46	23.14	17.81	-
REP - CUSTOMER SVC	16.32	16.81	17.32	17.83	18.37	18.92	19.49	20.07	20.68	21.30	21.93	-	-
SCHEDULER	17.95	18.46	19.04	19.61	20.20	20.81	21.43	22.08	22.74	23.42	24.12	22.58	19.49
SECRETARY - DEPT	17.39	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37	-	-
SECRETARY - UNIT	15.37	15.83	16.30	16.79	17.29	17.81	18.35	18.90	19.46	20.05	20.65	19.45	-
SECRETARY - UNIT/12	15.37	15.83	16.30	16.79	17.29	17.81	18.35	18.90	19.46	20.05	20.65	19.45	-
SPECIAL SYSTEMS TECH	29.02	29.89	30.79	31.71	32.66	33.64	34.65	35.69	36.76	37.86	39.00	-	-
TECH - ANESTHESIA	23.22	23.91	24.63	25.37	26.13	26.91	27.72	28.55	29.41	30.29	31.20	-	-
TECH - AUDIO VISUAL	31.44	32.30	33.35	34.35	35.38	36.44	37.54	38.66	39.82	41.02	42.25	17.02	-

EMPLOYER GRIDS: 01 JANUARY 2012 THRU 31 DECEMBER 2014

UNION TITLE	START	YEARS OF SERVICE										PER DIEM EXP	PER DIEM INEXP
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10		
TECH - CARDIOVASCULAR	33.72	34.74	35.78	36.85	37.96	39.10	40.27	41.48	42.72	44.00	45.32	-	-
TECH - CENTRAL SVCS	16.61	17.11	17.62	18.15	18.70	19.26	19.83	20.43	21.04	21.67	22.32	13.75	-
TECH - CT	35.96	37.04	38.15	39.29	40.47	41.68	42.93	44.22	45.55	46.92	48.32	43.37	40.77
TECH - DIET/12	17.94	18.47	19.03	19.60	20.19	20.79	21.42	22.06	22.72	23.40	24.11	19.44	-
TECH - DIETARY	17.94	18.47	19.03	19.60	20.19	20.79	21.42	22.06	22.72	23.40	24.11	19.44	-
TECH - ECHO	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47	42.71	44.00	45.32	42.79	31.38
TECH - EKG	19.53	20.12	20.72	21.35	21.99	22.65	23.33	24.03	24.75	25.49	26.25	17.00	-
TECH - ENDOSCOPY	22.01	22.67	23.35	24.05	24.77	25.51	26.28	27.07	27.88	28.71	29.58	22.68	-
TECH - ENDOSCOPY SR	22.85	23.54	24.24	24.97	25.72	26.49	27.29	28.10	28.95	29.82	30.71	29.80	-
TECH - EN	19.57	20.16	20.77	21.39	22.03	22.69	23.37	24.08	24.82	25.54	26.31	20.80	-
TECH - FOOD & NUTRITION	14.28	14.71	15.15	15.60	16.07	16.55	17.05	17.56	18.09	18.63	19.19	-	-
TECH - HEALTH INFO	15.64	16.11	16.59	17.09	17.60	18.13	18.67	19.23	19.81	20.41	21.02	20.71	17.77
TECH - HISTOLOGY	27.08	27.89	28.73	29.59	30.48	31.39	32.33	33.30	34.30	35.33	36.39	-	-
TECH - HVAC	24.18	24.90	25.65	26.42	27.21	28.03	28.87	29.74	30.63	31.55	32.49	-	-
TECH - INSTRUMENT	17.94	18.47	19.03	19.60	20.19	20.79	21.42	22.06	22.72	23.40	24.11	16.84	-
TECH - LABORATORY	18.83	19.40	19.98	20.58	21.19	21.83	22.48	23.16	23.85	24.57	25.31	21.88	-
TECH - LEAD CENTRAL SVC	17.80	18.41	18.96	19.53	20.12	20.72	21.35	21.99	22.65	23.32	24.02	-	-
TECH - MAMMOGRAPHY	32.88	33.86	34.88	35.92	37.00	38.11	39.26	40.43	41.65	42.90	44.18	40.95	38.48
TECH - MONITOR/12	15.37	15.83	16.31	16.79	17.30	17.82	18.35	18.90	19.47	20.05	20.66	19.45	-
TECH - MRI	39.35	40.54	41.76	43.00	44.29	45.62	47.00	48.40	49.86	51.36	52.89	43.37	-
TECH - NUCLEAR MED	40.65	41.87	43.13	44.42	45.75	47.13	48.54	50.00	51.50	53.04	54.63	39.55	-
TECH - OB/12	21.87	22.52	23.20	23.90	24.61	25.35	26.11	26.89	27.70	28.53	29.39	22.66	-
TECH - PHARMACY	19.51	20.10	20.70	21.32	21.96	22.62	23.30	24.00	24.72	25.46	26.22	23.03	20.52
TECH - RAD	27.83	28.66	29.52	30.41	31.32	32.26	33.23	34.23	35.25	36.31	37.40	40.39	37.21
TECH - SPECIAL PROCEDURE	35.96	37.04	38.15	39.29	40.47	41.68	42.93	44.22	45.55	46.92	48.32	-	-
TECH - SURGICAL	21.87	22.52	23.20	23.90	24.61	25.35	26.11	26.89	27.70	28.53	29.39	25.27	22.89
TECH - SURGICAL SR	23.54	24.25	24.97	25.72	26.49	27.29	28.11	28.95	29.82	30.71	31.64	30.09	-
TECH - ULTRASOUND	35.36	40.54	41.76	43.01	44.30	45.63	47.00	48.41	49.86	51.35	52.89	43.37	-
TECH - BIOMED	23.92	24.63	25.37	26.13	26.91	27.72	28.55	29.41	30.29	31.20	32.14	29.67	27.03
TECH - PHARMACY BILLER	17.05	17.56	18.09	18.63	19.19	19.76	20.35	20.97	21.59	22.24	22.91	-	-
TECH - PHARMACY BUYER	20.49	21.10	21.73	22.39	23.06	23.75	24.46	25.19	25.95	26.73	27.53	-	-
TECH - VASCULAR	39.36	40.54	41.76	43.01	44.30	45.63	47.00	48.41	49.86	51.35	52.89	40.66	33.26
THERAPIST - RESP I/12	31.52	32.46	33.44	34.44	35.47	36.54	37.63	38.76	39.93	41.12	42.36	35.90	30.66
THERAPIST - RESP II/12	31.88	32.84	33.82	34.84	35.88	36.96	38.07	39.21	40.38	41.60	42.84	41.62	34.41
TRANSPORT/COURIER	13.74	14.16	14.58	15.02	15.47	15.93	16.41	16.90	17.41	17.93	18.47	16.19	-
TUMOR REGISTRAR	17.22	17.73	18.26	18.81	19.38	19.96	20.56	21.17	21.81	22.46	23.14	-	-

## **Appendix B - Department Definitions**

For purpose of Bidding for Job Vacancies, Reduction in Force and Bumping, Article 4 Seniority applies using the following Department Definitions:

### **1. Departments**

- a. Nursing Departments; ER, CVICU, ICU, PICU, NICU, DOU, CVU, Oncology, Med/Surg 2, Med/Surg 3, Med/Surg 4, Pediatrics, Labor and Delivery, High Risk, Post Partum & Nursery, DCC, and Patient Education
  - b. Surgery/Recovery Departments; Same Day Surgery, CVOR, PACU, GI Lab, Prep & Hold, Lithotripsy
  - c. Cardiology, EEG, EKG and Echo
  - d. Respiratory Therapy
  - e. Radiology, Cath Lab, CT Scanner and Ultrasound, MRI
  - f. Nuclear Medicine
  - g. Clinical Lab, Pathology Lab and Blood Bank
  - h. Pharmacy
  - i. Central Services
  - j. Physical Therapy and Occupational Therapy
  - k. Cardiac Rehab
  - l. Food and Nutrition Services
  - m. Social Services, Risk Management, Case Management and Quality Assurance, Nursing Administration
  - n. Medical Records
  - o. Engineering, Biomed
  - p. Admitting, ER Admitting, PBX
  - q. Education
  - r. Vascular
  - s. Outpatient Imaging, Women's Diagnostic Center
2. For the purpose of Article 11.E. Overtime assignments, and Article 11.H. and I. Vacation and Holiday Scheduling, departments shall be defined according to past practice, which is generally by unit.
3. Other Unit or Department groupings may be considered, proposed or changes to work in existing work areas under these definitions may be considered. Other Department groupings or proposed or future changes to be determined and agreed to by the parties.

## **Letter of Agreement**

The parties agree as follows:

1. In connection with new employee orientation sessions, the Facility agrees as follows:

- A. The Facility will allow a Union Steward or Union Representative up to thirty (30) minutes during the general part of the Facility's orientation program for new employees to discuss the Union and the terms of the collective bargaining agreement. Such time will normally be scheduled immediately prior to the lunch break, or as the final item on the orientation program agenda.
- B. In connection with Paragraph A above, the Union Steward shall be released from work without loss of pay to participate provided that patient care permits. Where such orientation program is regularly scheduled such release should normally occur.
- C. The Facility will make available the items described below along with other orientation materials provided to new employees in the bargaining units represented by the Union subject to timely prior receipt of such materials from the Union:
  - 1. Copy of the applicable collective bargaining agreement.
  - 2. Copy of a Union membership application and dues authorization card.
  - 3. List of Union Stewards, prepared by the Union, showing their departments and/or work areas and telephone numbers.

### **Side Letter - Children's Hospital**

Providence Tarzana Medical Center (PTMC) anticipates entering into an agreement with the Children's Hospital of Los Angeles (CHLA) whereby CHLA operates a Pediatric and Pediatric Intensive Care Unit at the PTMC facility hereinafter referred to as the "CHLA transaction." PTMC will propose to the appropriate Regulatory Agencies that the employees who would be affected by the CHLA Agreement remain employees of PTMC. However, if the Regulatory Agencies decide that any employee, who may be a member of the NUHW bargaining unit must be an employee of CHLA, then the Union agrees that Article 20 Job Security and Article 22 Subcontracting shall not apply to the CHLA transaction. This agreement shall not apply as to any rights and/or obligations that might otherwise arise under the law, independent from those that are waived by this side letter.



### **Side Letter - Wellness Survey**

NUHW bargaining unit members will have until February 15, 2012 to take the wellness survey. If the survey is taken by February 15, 2012 the credits will be retroactive to January 1, 2012.



### **The Seven Points of Just Cause for Discipline**

If the answer to these seven questions is yes, Management has just cause for discipline:

1. **Forewarning** – Did Management give the worker forewarning of possible disciplinary consequences of the workers conduct?
2. **Reasonable Rule** – Was Management's rule or order reasonably related to the orderly, efficient and safe operation of the organization's business and to the performance that Management might reasonably expect of the worker?
3. **Discovery** – Did Management make an effort to discover whether the worker violated or disobeyed a rule or order before disciplining her or him?
4. **Fair Investigation** – Was Management's investigation conducted fairly and objectively?
5. **Evidence of Guilt** – At the investigation, did Management have substantial evidence that the worker was guilty as charged?
6. **Evenhanded Application** – Has Management applied its rules, orders, and penalties evenhandedly and without discrimination to all workers?
7. **Fair Punishment** – Was the degree of discipline administered by Management reasonably related to the seriousness of the offense and the record of the worker's service to the employer?