



**National Union of Healthcare
Workers**

5801 Christie Avenue, Suite 525
Emeryville, CA 94608-1986

510-834-2009 * 866-968-6849
www.nuhw.org

Collective Bargaining Agreement

with

**Seton Medical Center /
Seton Medical Center-Coastside**

November 1, 2016 - October 31, 2019

WEINGARTEN RIGHTS/STATEMENT

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 Organizer 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: SHARED VISION AND RESPONSIBILITY	1
ARTICLE 2: RECOGNITION OF UNION AND EXCLUSIONS.....	1
ARTICLE 3: STANDARDS PRESERVED.....	2
ARTICLE 4: JOB SECURITY	2
ARTICLE 5: SUBCONTRACTING	2
ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITIES	2
ARTICLE 7: UNION MEMBERSHIP.....	3
ARTICLE 8: NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS.....	4
ARTICLE 9: COPE CHECK-OFF	5
ARTICLE 10: BULLETIN BOARDS.....	6
ARTICLE 11: CATEGORIES OF EMPLOYEES	6
ARTICLE 12: PROBATIONARY PERIOD.....	11
ARTICLE 13: SENIORITY AND JOB VACANCIES.....	12
ARTICLE 14: LAYOFF AND RECALL.....	15
ARTICLE 15: CALL-OFFS & DAILY CANCELLATIONS	18
ARTICLE 16: FLOATING.....	20
ARTICLE 17: CLASSIFICATIONS & WAGES	21
ARTICLE 18: WORK WEEK.....	26
ARTICLE 19: TRAINING, JOB-RELATED EDUCATION LEAVE AND IN-SERVICE EDUCATION.....	30
ARTICLE 20: PAID TIME OFF (PTO) AND EXTENDED SICK LEAVE (ESL).....	32
ARTICLE 21: HEALTH INSURANCE.....	39
ARTICLE 22: GROUP INSURANCE	42
ARTICLE 23: RETIREMENT	42
ARTICLE 24: BEREAVEMENT LEAVE.....	44
ARTICLE 25: LEAVES OF ABSENCE.....	45
ARTICLE 26: PHYSICAL EXAMINATIONS	50
ARTICLE 27: JURY DUTY, WITNESS PAY AND VOTING TIME	50
ARTICLE 28: CAREER OPPORTUNITIES.....	51
ARTICLE 29: COMMITTEES.....	52

ARTICLE 30: GRIEVANCE AND ARBITRATION.....	56
ARTICLE 31: DISCIPLINE & DISCHARGE.....	60
ARTICLE 32: FIELD REPRESENTATIVES' VISITS & SHOP STEWARDS	61
ARTICLE 33: NO STRIKE/NO LOCKOUT	63
ARTICLE 34: CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS	63
ARTICLE 35: SEVERABILITY & SAVINGS CLAUSE.....	63
ARTICLE 36: ORGANIZING RIGHTS	64
ARTICLE 37: TERM OF AGREEMENT.....	67
APPENDIX A: SIDE LETTER AGREEMENTS	68
APPENDIX B: WAGE SCALES	73

PREAMBLE

This Agreement is made and entered this 1st day of November 2016, by and between Seton Medical Center/Seton Coastside, hereinafter called the “Employer”, and the NATIONAL UNION OF HEALTHCARE WORKERS, hereinafter called the “Union”.

ARTICLE 1: SHARED VISION AND RESPONSIBILITY

- A. The Employer and the Union share a commitment to provide high-quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employers and Union further agree that they shall use their best efforts to provide the highest level of patient care and that they will work together to improve the lives of the people and communities they serve, as well as to maintain a constructive working relationship by: recognizing our own values and the value of others; providing excellent care with gentleness and kindness; acting with integrity, clarity, and honesty; supporting those who lack resources for a healthy life and full human development; and being continuously resourceful and creative. All parties recognize that it is also to their mutual advantage to have efficient and continuous operations of the Hospital to provide quality patient care. The Employer acknowledges the benefits of understanding varied cultural/ ethnic differences and the need to respect cultural ethnic diversity.

ARTICLE 2: RECOGNITION OF UNION AND EXCLUSIONS

- A. The Employer recognizes the Union as the exclusive representative of employees covered by this agreement in the following single bargaining unit. At Seton, the Employer recognizes the Union as the exclusive representative for all full-time, regular part-time, limited part-time and per diem service and maintenance and technical employees employed at Seton and all full-time, regular part-time, and limited part-time and per diem Registered Nurses at Seton Medical Center Coastside including those employees who classifications are listed in Appendix B. This Agreement shall not apply to executive or professional employees, nor to employees presently represented by any other collective bargaining representative recognized by the Employer, nor to confidential employees, nor to supervisory personnel as defined by Section 2(11) of the NLRA.
- B. This Agreement shall also apply to any other classification(s) which may be established within the scope of duties now included within this bargaining unit.
- C. The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where most employees vote for National Union of Healthcare Workers representation. Such employees shall be accreted into and covered by this Agreement upon certification of the election results by the NLRB or third party. Where classifications are accreted into this Agreement that are not currently covered, the parties will meet and negotiate over their wages and other terms and conditions that are not already covered by this Agreement.

The Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit because they are or may be supervisory or supervisors.

ARTICLE 3: STANDARDS PRESERVED

No employee shall suffer any reduction in wages or benefits because of coverage under this Agreement, unless specifically provided for otherwise in this Agreement. Past practices currently in place will remain in place.

ARTICLE 4: JOB SECURITY

The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize that there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, aggressive job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Hospitals will make every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, daily cancellations, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Hospital will assist employees in identifying other job opportunities in other departments at the home facility, or at other Verity Health System facilities.

ARTICLE 5: SUBCONTRACTING

There will be no subcontracting of bargaining unit work performed by employees, except by agreement between the Employer and the Union.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITIES

A. Discrimination

Neither the Employer nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. Union activities shall not interfere with the normal operations of the Employer.

Neither the Employer nor the Union shall discriminate for or against any employee because of race, creed, color, religion, age, sex, sexual orientation, national origin, ancestry, disability, medical condition, veteran status (including Vietnam-era or disabled veteran

status), political affiliation, marital status or any other protected classification recognized under state or federal law or in violation of any City, State or Federal laws.

Each party retains its right to challenge any administrative, judicial or other ruling or interpretation of any applicable laws relating to any form of discrimination if it disagrees with such ruling or interpretation.

Any grievance alleging in whole or in part, discrimination as set forth above may either be pursued through the provisions of Article 30, Grievance and Arbitration, and/or through statutory remedies.

B. Equal Pay

There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar operations.

ARTICLE 7: UNION MEMBERSHIP

A. Union Membership Requirements

1. During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this Agreement, whichever is later.
2. 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 thirty (30) days, after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said thirty (30) days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

B. Notice to New Employees

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and personal email addresses, if available.”

C. Deduction of Union Membership Fees

1. The Employer will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Employer and the Union.
2. The Employer will remit the dues/fees deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
3. The Union will hold harmless the Employers against any claim which may be made by any person because of the deduction of Union membership fees, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Section.

ARTICLE 8: NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS

- A. During the new hire orientation for new employees, the Employers will allow a representative of the Union up to one (1) hour during the final period of such program, to discuss the Union and the terms of this Agreement. Attendance by new employees shall not be counted as work time if the discussion causes the orientation to exceed eight (8) hours in the workday. However, the Employers will make every effort to ensure that the Union orientation occurs within the eight-hour period. In the event a shop steward is assigned, the steward shall be released from work without loss of pay to participate in the session, if patient care permits. Where such program is regularly scheduled such release should normally occur.
- B. The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in encrypted format the following information no later than the fifth (5th) of each month:
 1. List of all members of the bargaining unit including full name, social security number, employee id number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
 2. List of new hires including full name, social security number, employee id number, home address, home phone number, cell phone number, personal email address,

department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and

3. List of terminations including full name, social security number, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and
4. List of transfers including full name, social security number, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

C. Use of Social Security Numbers

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

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

ARTICLE 9: COPE CHECK-OFF

- A. The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- B. The Employer will remit the COPE monies deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in encrypted format supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
- C. The Union will hold the Employer harmless against any claim which may be made by any person because of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Article.

ARTICLE 10: BULLETIN BOARDS

The posting of Union notices will be limited to the bulletin boards to which the Union is given use under this Section.

- A. The Union shall be given use of four (4) glass, locked enclosed bulletin boards for the exclusive use of the Union:

- 2nd Floor Kitchen (2)
- Ground Floor across from the Service Elevator
- Ground Floor Outside the Staffing Office

In addition, the Union shall be given use of unlocked bulletin boards in the following locations:

10th floor Med-Oncology	9th floor SNF
7th floor Ortho-Spine	6th floor Telemetry
5th floor Med-Surg/Telemetry	4th floor Subacute
3rd floor OB	Dietary
Radiology	Nuclear Medicine
Respiratory	Physical Therapy
Diagnostic Services	ER
Admitting	Lab
Housekeeping	Pharmacy
Linen	CCU
ICU	Cath lab
Central Services	Transport Lounge
Staffing Office	Outpatient Surgery
STAR	PBX
Medical Records	Breast Cancer
Shuttle Services	Surgery
8th Floor	Radiation Oncology Radiology
Wound Care	ICC
NSI	

ARTICLE 11: CATEGORIES OF EMPLOYEES

- A. **Employee Categories Described**

There shall be five employee categories:

- 1. **Regular Full-time**
A "regular full-time" employee is one who is regularly scheduled on a predetermined basis for forty (40) hours in each workweek, or eighty (80) hours in each fourteen (14) day pay period, or thirty-six (36) or more hours in a workweek in the case of any employee regularly scheduled on an alternative work schedule.

2. Regular Part-time
A "regular part-time" employee is one who is regularly scheduled on a predetermined basis to work at least twenty (20) hours but less than forty (40) hours in each workweek, or at least forty (40) hours but less than eighty (80) hours in each fourteen day period (except for employees referenced in 1 above who work twelve-hour shifts).
3. Limited Part-time
Limited Part-time. A "limited part-time" employee is one who is regularly scheduled on a predetermined basis to work less than twenty (20) hours in each workweek, or less than forty (40) hours in each pay period.
4. Per Diem
A "per diem" employee is one who works intermittently in accordance with the following:
 - (a) All Per Diem employees will provide a list of available dates to the manager/designee two (2) weeks prior to the posting of the new schedule as defined in Article 18, Section D.
 - (b) All Per Diem employees must be available to work a minimum of five (5) shifts per twenty-eight (28) day schedule.
 - (c) All Per Diem employees must be available to work two (2) weekend shifts per twenty-eight (28) day schedule.
 - (d) All Per Diem employees must be available to work four (4) holidays per year. At least one of the holidays must be Thanksgiving, Christmas or New Year's.
 - (e) Per Diem employees who have been scheduled to work but are not needed may be required to float or be called off in accordance with the provisions of Articles 15 and 16.
 - (f) An unworked shift for which any Per Diem has been scheduled to work but is not needed shall be counted toward satisfying the Per Diem's availability obligations.
 - (g) Per Diem employees may be terminated if they refuse to work pre-scheduled work assignments or are unable to meet the minimum availability requirements.
 - (h) A Per Diem may request and if qualified, be placed on more than one list in those departments which maintain such lists, subject to the needs of the departments.

- (i) Per Diem employees shall submit a written current availability for work, including days of the week and shifts, and current phone number.

5. Temporary

Before resorting to Registry or Temporary Agency personnel, the Employers shall offer temporary work to existing employees. A temporary employee is one who is hired either part-time or full-time on a pre-determined work schedule to work for a limited period which 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 Union and the Employers, and the Union's agreement to such extension will not be unreasonably denied.

- (a) In the event that a temporary employee becomes a regular full-time or regular part-time employee, the qualifying date for any applicable pay raises pursuant to Article 17 starts with his or her most recent date of continuous employment, and the qualifying date for fringe benefit eligibility and accrual is the date of reclassification to regular full- or part-time status.
- (b) A temporary employee shall not be terminated solely to prevent his or her advancement to regular or limited part-time status when the temporary job continues in effect or for the sole purpose of keeping a regular job constantly staffed by temporary employees.
- (c) Posting Temporary Positions. Temporary positions will be posted in accordance with Article 13, Section E, Job Vacancies, Posting and Bidding, if such positions are expected to last for periods in excess of thirty (30) days. A Temporary position is a position for which the Employer establishes a pre-determined work schedule for a limited duration not expected to exceed ninety (90) days and which the Employer intends to fill on a pre-scheduled regular basis.
- (d) Return from Temporary Position. If a Regular Full-time, Regular Part-time, Limited Part-time, or Per Diem employee successfully bids for a temporary position, he/she will maintain his/her employee category and, in the case of a Regular Full-time or Regular Part-time employee, will continue to accrue benefits and upon the conclusion of the temporary assignment, he/she shall return to his/her former position.
 - i. In this case, the vacated position of this employee will also be posted, but any temporary position resulting from the bidding of the second posting will not be posted, unless the second (or other vacant position) is a regular Full-time or regular Part-time position.
 - ii. An employee working in a Temporary position shall not be reclassified to Regular Employee status unless such position extends beyond ninety (90) days.

B. **Allocation of Additional Hours of Work**

1. Additional hours of work is temporary work, work required due to a sudden increase in patient census that was not anticipated, work that is not pre-scheduled or a hole created in the schedule by the scheduled time off of regularly scheduled employees.
2. **Availability for Work**
Limited Part-time employees and Per Diem employees will submit, in writing, their availability for work. Full-time, and Part-time employees will submit, in writing, their availability for additional work. Employees will indicate the days of the week and shifts for which they are available. The Employers shall maintain such records and lists by classification and employee category so that the provision of this Section can be properly maintained.
3. The Employer shall offer additional hours of work to employees who have made themselves available in the same classification and department as long as the additional work would not cause the Employers to incur overtime or double time liability. The Employer will offer pre-scheduled additional hours of work by seniority according to the following preference list.
 - (a) Regular Full-time employees who have been canceled due to Low Census Days, as long as the additional work would not cause the Employer to incur overtime or double time liability.
 - (b) Regular Part-time employees who have been canceled.
 - (c) Regular Part-time
 - (d) Limited Part-time
 - (e) Per Diem

The above preference order will not result in bumping employees out of work which is prescheduled.
4. If the Employer cannot fill the additional hours of work at a straight time rate, overtime will be offered to qualified employees by seniority before resorting to Registry.
 - (a) Overtime shifts will be assigned from a list of those employees indicating their desire to work such shifts.
 - (b) Scheduled and unscheduled voluntary overtime will be offered beginning with the most senior employee on the voluntary overtime list and rotating through the list.

- (c) Employees shall have the right to decline the overtime if offered, except as provided in the Section on Mandatory Overtime, below.

5. Mandatory Overtime

The Employer and the union recognize that mandatory overtime is not desirable and represents a burden on the employees. 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 internal or external emergency, for the purposes of this Section is defined as an unexpected situation and sudden occurrence of a serious and urgent nature that demands immediate action.

C. Reclassification

The reclassification provisions shall not apply to hours worked by an employee temporarily replacing another employee who is on any approved leave of absence.

1. A Per Diem or Limited Part-Time employee who regularly works forty (40) hours or more each pay period, every pay period (but not necessarily on the same list) for ninety (90) days or more shall be reclassified, to Regular employee status. and the applicable regular work schedule. The applicable work schedule shall be based on the lowest number of hours worked during any pay period within the ninety (90) calendar day period. Any reclassification to Regular employee status under this paragraph shall be effective as of the 90th day, except:
 - (a) Benefit accruals shall be effective as of the beginning of the pay period closest to the date of such reclassification and are subject to any waiting period or other requirements contained in the Agreement;
 - (b) If retroactive corrections in status are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month), and the employee shall have no deduction for any premium in lieu of benefits received in the interim.
2. A Per Diem employee shall not be reduced in hours solely to prevent his or her advancement to Regular or Limited Part-time status when the Per Diem hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by Per Diem employees.
 - (a) A Regular part-time employee who is regularly assigned for ninety (90) calendar days or more to a work schedule which exceeds the employee's regular work schedule by at least a full shift, for each and every pay period of the ninety (90) day period (e.g. a regular part-time 3/5 employee is regularly assigned a 4/5 or a full-time schedule), shall be reclassified to the applicable regular work schedule provided that the additional hours fall on the employee's normal shift. For the sole purpose of the first sentence (1)

if the employee has paid time off (PTO/ESL) for a one week period or longer, the ninety (90) day period shall be extended by the same number of days for which the employee was off work on such paid time off, and (2) if the employee has a paid day off, on a scheduled workday, such day(s) shall be counted as a regularly assigned workday. The applicable regular work schedule shall be based on the lowest number of additional shift(s) worked during any pay period within such ninety (90) day period. Any reclassification under this Paragraph shall be effective as of the ninetieth (90th) day, and increase benefit accruals shall be effective the beginning of the pay period closest to the date of such reclassification. The provisions of this Paragraph may be waived only by the mutual written agreement of the employee, the Union and the Employer.

- (b) Employees performing duties in a higher classification for ninety (90) calendar days shall be reclassified to the higher classification on the ninety-first (91st) day, unless the employee is covering for an employee on a leave of absence for any duration. The Employer shall not reassign duties for the sole purpose of avoiding the reclassification.
- (c) For the purpose of this Section only, shifts shall be defined as follows: (1) Days start on or after 5:00 a.m. but prior to 12:00 noon; (2) PMs start on or after 12:00 noon but before 10:00 p.m.; and (3) Nights start on or after 10:00 p.m. but before 5:00 a.m.

ARTICLE 12: PROBATIONARY PERIOD

- A. All Regular Full-time and Part-time employees shall be on probation for ninety (90) calendar days following their date of hire. All other employees shall be on probation for 135 calendar days or the completion of sixty-five (65) shifts, whichever occurs first, after date of hire.
- B. At its sole discretion, the Employers may terminate the employment of any probationary employee and such termination shall not be subject to the grievance procedure of this Agreement. Nothing in this Agreement shall preclude a grievance alleging violation of Article 6 Equal Employment Opportunities during the employee's probation period.
- C. The probationary period may be extended by an additional 30 days with notice to the Union. The Employer may extend the probationary period beyond the additional thirty (30) days only with the consent of the Union.
- D. At the completion of the probationary period, seniority shall date from the employee's most recent date of hire into a bargaining unit position by the Employer.

ARTICLE 13: SENIORITY AND JOB VACANCIES

A. Seniority Defined

Seniority shall be defined as the most recent date of hire into a bargaining unit position covered by this Agreement.

A Per Diem employee's length of service for the purpose of job bidding and for allocation of casual shifts commences on the most recent date of continuous bargaining unit service as a Per Diem.

B. Return to Unit

Any bargaining unit employee who accepts a non-bargaining unit position with the Employers may return to the bargaining unit without a break in seniority, provided that there exists a vacancy to which he/she can return and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

C. Seniority List

The Employers shall maintain seniority lists that will be provided to the Union once every six (6) months.

D. Loss of Seniority

Seniority shall be terminated by:

1. Discharge for cause;
2. Resignation;
3. Failure to return to work from a leave of absence in accordance with the terms of the leave; and
4. Layoff without recall in excess of twenty-four (24) months.

E. Job Vacancies, Posting and Bidding

1. 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 Employers fill the vacancy on a permanent or temporary basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours, shift, days off (if fixed) and whether the days off are fixed or variable and primary assignment (where applicable). This does not prevent the Employers from filling the vacancy on a temporary basis until such position is filled.

2. Bidding on Posted Vacancies
Any current employee who has successfully completed his/her probationary period in accordance with Article 12 may apply for a posted vacancy by completing the transfer request process.
3. Restriction on Bidding
An employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next three (3) months. This rule shall not apply if:
 - (a) If a posted vacancy arises in the same department which would change 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; or
 - (b) If the bidding employee is in his/her current position as a direct result of a job change or layoff.
4. Preference Order
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 provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by the Employer (the Union has the burden of establishing that the Employer's qualifications are unreasonable), and (2) ability and performance must meet minimum requirements in the Employer's reasonable judgment, and if the Employer's judgment is disputed, the Employer have the burden of establishing that their judgment was reasonable.
 - (a) Regular employees from the same department, including regular employees on layoff, and regular employees who remain on the per diem list who have been laid off.
 - (b) Regular employees from other departments and Limited Part-time employees from the same department, including such employees on layoff, and regular employees who remain on the per diem list.
 - (c) Per Diem and Temporary employees, in that order, from the same department.
 - (d) Limited Part-time employees from other departments.
 - (e) Per Diem and Temporary employees, in that order, from other departments.
 - (f) Applicants who are former employees who left in good standing with not more than one (1) year's absence from the Employer.
 - (g) Other applicants.

Employees, who are transferring from another Verity Health System facility shall have their bargaining unit seniority with the previous facility recognized for the purposes of wage rates and benefit accruals.

5. Notification of Selection

Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Employer whether or not they are awarded the position.

6. External Selection

For vacancies that are not 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.

7. Seniority Application

The seniority of bidding employees shall be determined by the employee's bargaining unit seniority rather than in the particular classification or employee category.

8. Limitation

It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

9. Potential Vacancies

Employees expected to be on vacation for a period of more than seven (7) days may submit a request for transfer to a potentially available position. Such request must be submitted in writing to the Human Resources Department. Such written request shall constitute an automatic bid for thirty (30) days or for the period of vacation, whichever is less. It is understood that any written request under this Article is limited to vacancies or potential vacancies in permanent positions subject to this Agreement.

10. Evaluation Period after Promotion or Transfer

Employees who are promoted to a new position or who transfer to another position through the bidding process, shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period, the employee fails to perform satisfactorily, such employee shall be returned to his/her former position including shift, assignment and scheduled hours without loss of seniority, provided his/her former position is still available. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification, provided such position is available.

F. Departmental Structure

The following are the Hospital's departments for purposes of bidding, layoff, and recall only. These departments shall not apply to any other Section of this Agreement.

Admitting	Cardiopulmonary
Clerical	Diagnostic Imaging
EVS	Laboratory
Materials Management	Medical Records
Nutritional Services	Patient Care Services
Pharmacy	

G. **Seniority Tie Breaker**

If employees have the same seniority date, the following tie-breaker will be used to determine the seniority order:

1. Date first worked.
2. If the date first worked is the same, date of submission of application for employment.
3. If the date of submission of application is the same, the larger of the last four (4) numbers of the employees' social security numbers.

ARTICLE 14: LAYOFF AND RECALL

A. **Layoff Defined**

Temporary Layoff is defined as a layoff which is not expected to be more than one (1) to fifteen (15) calendar days. Indefinite layoff is defined, as a layoff, which is of uncertain duration and is expected to be in excess of fifteen (15) days. Permanent layoff is defined as a layoff in which there is no reasonable expectation of recall. Associate status or classification changes for any reason do not entitle an associate to severance pay.

B. **Implementation of Indefinite or Permanent Layoff**

If after exercising every effort to avoid layoff in conformance with Article 4, and it is necessary to conduct an indefinite or permanent layoff, then such layoff shall be undertaken through the following procedure. It is the intent of the following provisions to protect the most senior employees in case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

1. **Order**
Indefinite or permanent layoffs shall occur in the following order:
 - (a) Temporary employees;
 - (b) Per Diem or Limited Part-time employees;
 - (c) Regular full-time and regular part-time employees.

Indefinite or permanent layoffs will be in reverse order of seniority by classification within a department, provided that the remaining employees are qualified and able to perform the work with reasonable orientation and/or training.

C. **Alternative Arrangements**

Upon mutual agreement the Union and the Employer may agree to an alternative arrangement regarding reduction in force.

D. **Time Frames Regarding Layoffs**

The Union and the Employers acknowledge their mutual intention to meet and address issues involving reductions in force in an expeditious manner, and such issues shall be resolved without undue delay. Accordingly:

1. In situations involving ten (10) or fewer employees, alternatives to the layoffs shall be identified and implemented in thirty (30) days or less; and
2. In situations involving more than ten (10) employees, alternatives to the layoffs shall be identified and implemented in sixty (60) days or less.

Should the Employer and Union fail to reach agreement on alternatives to the reductions in force within the timelines set forth above, the matter shall be submitted to a permanent Arbitrator within five (5) days of the expiration of the timelines set forth in (1) and (2) above and the arbitrator shall issue a decision within thirty (30) days thereafter. The Employer and the Union may mutually agree to extend the timelines above. Should the arbitrator find that either party, through action or inaction, has caused undue delay or otherwise failed to provide relevant information, the arbitrator may extend the thirty (30) day time limit for issuance of a decision by an additional fourteen (14) days. During the term of this Agreement, the permanent arbitrator shall be Matthew Goldberg.

It is not the intent of this paragraph to circumvent any rights the parties may have under Article 29: Committees or other provisions of the collective bargaining agreement.

- E. Prior to implementing an indefinite or permanent layoff, the Employer will provide the Union and affected employees with thirty (30) days written notice or two (2) weeks pay in lieu of notice and six (6) months notice in the case of facility closure.

F. **Transfer Rights**

Bargaining unit employees who are subject to layoff may submit a bid for an existing or potential vacancy under the job bidding procedure set forth above. An employee who is subject to layoff and who is interested in being oriented and/or trained for a vacant position covered by this Agreement, may request to be provided orientation and/or training by the Employer for a specific vacant position, provided the employee could qualify for the position after a reasonable orientation/training period. Such bidding rights are in addition to the employee's recall rights as set forth below. An employee transferring to a new classification or department under this Section shall retain those recall rights in the former

classification which were earned up to the time of transfer and can exercise such rights if a vacancy occurs in such classification in the twenty-four (24) months following the layoff.

G. **Benefits**

An employee who has been indefinitely or permanently laid off and who is covered by the Employer sponsored health benefits will be covered until the last day of the calendar month in which the notice or severance period ends.

H. **Severance Pay**

When a Regular Full-time or Regular Part-time employee is displaced from his or her position as a result of an indefinite position elimination, and he or she is unable to identify another comparable position for which he or she is qualified, eligibility for severance pay shall be in accordance with the following schedule:

SERVICE	SEVERANCE
At least 90 days but less than 3 years	2 weeks
3 to 5 years	3 weeks
6 to 7 years	4 weeks
8 to 9 years	5 weeks
10 to 14 years	6 weeks
15 to 29 years	8 weeks
30 years or more	10 weeks

Benefited part-time employees will receive severance pay, per the schedule above, prorated in direct proportion to their current scheduled hours as noted on the time card.

With the consent of the Employer, an employee who otherwise would not have been laid off, may resign. Such an employee shall be entitled to severance pay and benefits if, as a result, another employee in the affected department is not laid off. An employee who resigns in accordance with this Section shall not be entitled to recall or other rights under Section I.

I. **Recall**

1. For a period of eighteen (18) months from the date of indefinite or permanent layoff, employees who, as a result of the reduction, are laid off, are entitled to recall.
2. Recall of employees to regular positions in a particular classification and department from an indefinite or permanent layoff shall be by seniority.
3. An employee shall remain on the recall list unless he or she is offered and declines a position in the same classification in the same department at the same facility on

the same shift with the same number of hours as the position from which he/she was laid off or reduced from.

Full-time and Part-time associates who are members of the NUHW bargaining unit who have been laid off due to position elimination or as a result of a general reduction in force or who are reduced from a benefited status to a per diem status will be eligible for supplemental unemployment funds as follows:

First 30 days of unemployment	Employer will supplement State unemployment payments up to 100% of the employee's normal base pay
31-60 days of unemployment	Employer will supplement State unemployment payments up to 60% of employee's normal base pay
61-90 days of unemployment	Employer will supplement State unemployment payments up to 40% of the employee's normal base pay

The effective date of his/her first Unemployment Insurance check will initiate the 90 day unemployment supplement period. Total pay-outs shall not exceed \$5,000.00 and will be terminated at the end of 90 days, or when recalled to the facility or another Verity Health System facility within 60 miles of the employee's home facility in the employee's current classification or a classification of same or similar wages, whichever comes first.

ARTICLE 15: CALL-OFFS & DAILY CANCELLATIONS

A. Every Effort to Avoid Call-offs

The Employer and the Union agree that after the application of the standards called for in Article 4, Job Security it may be necessary for the Employer to require an employee to take time off without pay during temporary periods of low census or other occasions when staffing levels must be adjusted on a temporary basis; this is referred to as Hospital Convenience or HC time. HC time must be approved by a supervisor or department manager. Eligible employees who are cancelled may take the time off without pay or use PTO (where applicable) at the employee's discretion.

B. HC Time as Time Worked

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

1. Vesting and service credit under the retirement plan;
2. Waiting periods under health insurance and other fringe benefit plans.

C. **Order of Call-off**

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

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

The Employer will accept volunteers for call-offs before any other employees, provided that such voluntary call-offs do not result in retaining an employee at premium pay who would have been called off if the Employers followed this list above, unless the Employer permits.

Within each category above, call-offs shall be by reverse order of seniority within a department provided that the remaining employees are qualified and able to perform the work.

As an alternative, if in a vote conducted by the Union, a majority of employees in that department so elect, daily cancellations shall be by rotation, in reverse order of seniority.

D. **Call-off Notice**

When cancelling an employee's shift prior to the start of the shift, the Employer shall give the employee at least two (2) hours notice prior to the start of the employee's scheduled shift. The Employer will be considered to have given such notice if (a) it reaches the employee by telephone, or (b) it attempts to do so and documents the attempt, the date, time and the call, and the result of the attempt. It is the employee's responsibility to provide the Employer with his/her current telephone number.

E. **Called-off 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 (Article 17, Section K) and is compensated accordingly, for the shift or portion thereof.

F. **Seniority Among Volunteers**

If more than one (1) employee in an affected department volunteers to be cancelled (Hospital Convenience Time), seniority shall prevail; unless as an alternative, in a vote conducted by the Union, a majority of employees in a department so elect to allow volunteering by rotation.

G. **Reporting Pay**

Any employee not notified in accordance with Section D above who reports to work and is not provided with work, or with less than a full day's work, shall be paid for the entire shift, not to exceed eight (8) hours pay.

ARTICLE 16: FLOATING

A. **Orientation for Floating**

When employees are floated between units or departments, they will not be required to perform duties for which they are not competent, and will be given orientation, as appropriate. Employees may be floated to other units or departments in order to receive training that will enable the employee to competently perform duties in the unit.

B. **Floating Order**

Employees who float to another unit or department will do so on a rotational basis within the classification being floated, provided said employee is competent to perform the assignment in the unit to which he/she is floated.

A unit/department may float on a straight seniority basis within a classification, if in a vote conducted by the Union, a majority of employees in that unit or department chooses to implement a seniority system.

Before floating regular employees, the Employers shall float employees in the following order:

1. Volunteers
2. Registry/Travelers (provided competencies exist)
3. Temporary employees

4. Per Diem employees
5. Limited Part-time

C. **Floating to More than One Unit/Department**

No employee will float to more than one (1) department or unit during a single shift, unless floating to multiple departments/units is a regular part of an employee's assignment.

ARTICLE 17: CLASSIFICATIONS & WAGES

A. **Schedule of Wages**

Effective the first full pay period following the ratification of the contract, a three percent (3%) wage increase for all employees, classifications and tenure steps.

Effective the first full pay period following November 1, 2017, a three percent (3%) wage increase for all employees, classifications and tenure steps.

Effective the first full pay period following November 1, 2018, a three percent (3%) wage increase for all employees, classifications and tenure steps.

The minimum straight-time hourly rates of pay at Seton Medical Center and Seton Coastside shall be shown in Appendix B, attached hereto and made a part hereof.

B. **Pay Day**

1. All wages shall be paid on the basis of two-week periods.
2. The Employer's payday is on a Friday and this shall continue as the designated payday. The Employer will use their best efforts to pay employees working Night Shifts by the end of their last shift which begins on Thursday.

Direct deposit shall continue to be offered to all employees and shall be deposited by no later than the designated payday and earlier if practicable.

Employees shall have the option of picking up their paychecks at the Hospital, at times outlined above, at their request.

3. When an employee's day off falls on a payday, the Employer will provide the employee's checks on the day before the payday.
4. If the Employers use symbols on payroll checks, such symbols shall be explained to an employee upon request. All records of paid time off accounts shall accurately reflect balances through the most recent pay period ending the date of the check.

5. Pay Check Errors

Pay check errors resulting in underpayments of greater than eight hours pay to employees shall be corrected immediately and a new check for the underpayment shall be issued to the employee within twenty-four (24) hours of discovery of the error, excluding holidays and weekends.

C. Progression Schedule

1. Progression schedules are based upon service with the Employer, beginning with the date of last continuous employment. No employee shall be discharged or laid off before his or her automatic rate advancement for the purpose of evading such advancement. If the Union feels that an employee has been discharged or laid off for the purpose of evading such advancement, then the dispute shall be handled in accordance with the provisions of Article 30, Grievance and Arbitration, hereof.
2. Limited Part-time and Per Diem employees shall progress to the next tenure step based on anniversary date.
3. Promotion to Higher Classification
When an employee is promoted to a higher paid job classification, placement in the progression schedule of the new job classification will be at the same step in the new position, provided it does not cause a reduction in pay. The employee will advance to the next step based on his or her anniversary date.

Except for technical employees as defined below, an employee hired by the Employer under this Agreement shall start in Step 2 (the after One-Year wage rate) of the applicable progression schedules in Appendix B if she or he had three (3) years or more previous experience within the last five (5) years in the same job classification at another accredited acute care hospital or healthcare facility. Such an employee hired by the Employer who has had six (6) years or more previous experience within the last ten (10) years in the same job classification at another accredited acute care hospital or healthcare facility shall start at Step 3 of the progression schedule in Appendix B.

Newly employed employees in technical positions, as defined below, shall receive one (1) year tenure credit for salary purposes only for each year of previous experience within the last eight (8) years prior to the date of employment at a given health care facility. For the purpose of this Section, any previous part time experience that has been on a regular predetermined basis of twenty (20) hours per week or more, shall be considered as if it were full time experience. Tenure credit for previous employment shall apply if such experience has been in the position for which the employee is being hired.

Technical employees include: Cardiology Tech, Cardiology Radiology Tech, Cardiovascular Tech, Invasive Cardiovascular Tech, Cytology Tech, Cytology Lab Assistant, Echocardiology Tech, MRI Tech, Nuclear Medicine Tech, Coordinator Nuclear Medicine, Lead Nuclear Medicine Tech, Pharmacy Tech,

Pulmonary Function Tech, Radiation Therapy Tech (all levels); Radiology Tech (all levels), Respiratory Care Practitioners (all levels), Ultrasound Tech, Licensed Psychiatric Technicians, OR/Ortho/ Anesthesia Technicians, Senior OR Technicians, and Seton Daly City campus Senior LVNs and LVNs.

D. **Job Description & Job Classification**

1. In the event that the Employers establish a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties, prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement the Employers may implement and the Union may, within fifteen days, submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an employee shall be paid retroactively to the start of the job of the start date of each individual employee in the new position.
2. The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intend to change job titles or job duties, they will send the Union a draft of the changes, with the changes indicated, in advance of implementation. Within fifteen days, the Union may request and the Employer will meet to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement the Employer may implement and the Union may within fifteen (15) days submit the dispute to expedited arbitration for final and binding resolution.
3. Upon request to the Human Resource Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position description, for covered employees, which have not previously been provided to the Union. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

E. **Uniforms**

When employees are required to wear uniforms of special types of work clothing while in the employ of the Employer, the cost of laundering and furnishing same shall be borne by the Employer provided, however, that the Employer shall not be required to furnish apparel traditionally worn by such employees in healthcare generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color. Employees shall have meaningful input into all decisions regarding all aspects of uniforms or special types of work clothing.

F. **Training**

Training is strictly voluntary for non-lead employees. Orientation is not considered training.

Training is teaching in order to prepare a novice and/or new employee with the required skill to meet the requirements of the position; or, to instruct so as to make proficient.

An employee other than those designated as "leads" who is assigned by management to train other employees shall receive a differential of \$1.50 per hour over his or her base wage rate for time doing such training.

G. **Evaluations**

The employee shall be given a copy of any periodic written formal performance evaluation. Performance evaluations shall not be subject to the grievance procedure unless it contributes to disciplinary action.

H. **Relief in Higher Paid Classification**

Any employee directed to relieve another employee in a higher paid classification will be paid at the rate of pay of the higher paid classification's pay grade, but at the employee's current step (step-to-step) for all hours worked in the higher classification.

I. **Premium Pay**

1. **Charge Pay**

Employees in classifications which have job titles that include "lead" and who are regularly scheduled as such and who direct other employees will have a minimum of ten per cent (10%) incorporated into their base salary. Employees who are scheduled as "lead," "charge," or "relief" on a sporadic, rotating or temporary basis are not entitled to lead differential but will receive \$1.00 per hour for such duties. Employees have a right to refuse charge duty. If there are no volunteers, the Employer may assign such duty by reverse seniority.

2. **Shift Differential**

A PM shift is any shift of four (4) or more hours beginning at or after 12:00 o'clock noon and before 10:00 p.m. and ending after 6:00 p.m. A Night shift is any shift beginning at or after 10:00 p.m. and before 5:00 a.m.

TECHS		ALL OTHERS	
PM Shift	Night Shift	PM Shift	Night Shift
\$2.75 per hour	\$3.75 per hour	\$1.75 per hour	\$2.75 per hour

Any employees on payroll at the time of ratification receiving a more favorable shift differential than provided for above shall retain their higher rates/percentages.

An employee who is required to work a full double shift (two eight-hour shifts, back-to-back) is paid the greater of the two shift differentials for both shifts, in addition to overtime pay.

3. **In Lieu of Benefits**

Temporary employees, Per Diem employees, and Limited Part-time employees shall receive as follows:

(a) **\$2.10 per hour**

Cardiology Tech, Cardiology Radiology Tech, Cardiovascular Tech, Invasive Cardiovascular Tech, Cytology Tech, Cytology Lab Assistant, Echo Cardiology Tech, MRI Tech, Nuclear Medicine Tech, Coordinator Nuclear Medicine, Lead Nuclear Medicine Tech, Pulmonary Function Tech, Radiation Therapy Tech (all levels), Radiology Tech (all levels), Pharmacy Tech, Respiratory Care Practitioners (all levels), Ultrasound Tech and Neurology Tech

(b) **\$1.10 per hour**

All other classifications

Any employees on payroll at the time of ratification receiving more favorable in lieu of fringe benefit differential than provided for above shall retain their higher rates/ percentages.

As an exception to the preceding paragraph, Per Diem, Temporary, and Limited Part-time employees shall be paid at time and one-half (1 1/2) the employee's straight-time rate for all hours worked on a holiday shift.

"Holidays," for the purposes of this subparagraph, are those listed in Article 20, with the exception of the employee's birthday.

A "holiday shift" is one when the major portion of the shift falls on a holiday.

J. **Bilingual Services**

An employee shall not be required to provide translation and/or interpreting services for the Hospital. An employee agreeing to provide such services shall do so only on a voluntary basis and shall be held harmless for any legal or other adverse action arising from an alleged misrepresentation or misinterpretation as a result of translating or interpreting activities.

K. **Standby**

Any employee who has been instructed to be "on standby" but who is not called to work, shall be paid at the rate of one-half (1/2) his/her straight-time hourly rate of pay when "on

standby.” An employee who has been instructed to be “on standby” on a recognized holiday named in Article 20 of this Agreement, who is not called to work, shall be paid at the rate of three-fourths (3/4) his/her straight-time hourly rate of pay when "on standby". Employees who are on standby during a recognized holiday and who are not called in to work shall be given the option to use PTO for that day in addition to receiving their holiday standby pay. An employee shall be paid at time and one-half (1 1/2) the straight time hourly rate with a guarantee of three (3) hours work or pay when called to work.

Extensions

Each employee “on standby” who is called in to work and is extended beyond the guarantees set forth above shall be paid in one-quarter (1/4) hour increments.

L. Split Shifts

A split shift is defined as eight (8) hours completed within a spread in excess of nine (9) hours, which is interrupted by a non-paid non-working period in excess of one (1) hour. When an employee works a split shift completed within a spread of more than nine (9) hours but less than eleven (11) hours, a split shift premium equal to two (2) hour's pay at the employee's straight time rate shall be paid in addition to the wages paid for hours worked that day. Any split shift completed beyond a spread of eleven (11) consecutive hours shall be paid at the rate of time and a half for all hours worked beyond the eleven (11) hour spread. No new split shift shall be instituted by the Employer without first meeting and bargaining with the Union.

M. Meals

All employees covered by this Agreement who are assigned to the Hospital's Food Service Department shall be entitled to free meals as follows: When they work fewer than four (4) hours in any one (1) day, one (1) meal; and when they work four (4) or more hours, two (2) meals.

All other employees shall receive a 10% discount on meals.

ARTICLE 18: WORK WEEK

A. Definition of Overtime

The employee's workweek shall be designated by the Employer and shall be a consecutive period of seven (7) days. Straight-time hourly rates shall apply up to a maximum of forty (40) hours per week or eight (8) hours per day. All work in excess of eight (8) hours per day, forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2 X) the regular rate of pay. All work in excess of twelve (12) hours per day shall be paid at the rate of two times (2 X) the regular rate of pay. All work on the seventh (7th) consecutive day of the work week shall be paid for at two times (2X) the regular rate of pay. All work on any eighth (8th) consecutive day and each day thereafter shall be paid at time and one half (1 -1/2X) the regular rate of pay until broken by a day off. Each employee shall receive

two (2) consecutive days off each pay period, provided that the days off may be split or rotated at the employee's request without penalty. When an employee works two (2) full consecutive shifts, totaling fifteen and one half (15-1/2) hours, the second shift will be compensated at double the straight time wage rate. No employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in cases of emergency.

The definition of workweek or workday is not intended to avoid overtime payments for consecutive hours/days worked beyond the defined period.

The provisions of this Section shall not apply to employees working on an alternative workweek schedule as provided in Section C, Alternative Workweeks, below.

B. Workweeks

The parties agree to maintain all existing alternative workweek schedules currently in effect unless two-thirds (2/3) of the affected employees petition to terminate or modify such arrangement. The Employer will comply with applicable law regarding alternative workweek schedules. In cases of hardship, employees may request, and shall be granted whenever possible, to continue their same shift in a unit or work area that converts to alternative scheduling.

Any new alternative workweek schedules require that the Employer first meet and bargain with the Union to arrive at a mutually satisfactory schedule and other issues related to the implementation of the new schedules.

C. Posting of Schedules

Monthly schedules of starting and quitting times and days off will be posted no less than thirteen (13) days in advance of the schedule, subject to emergency situation changes. The Employer may change schedules prior to posting to meet patient care and related service demands. However, the Union may submit such changes for review under Article 29 Committees.

In the event the Employer needs to change the schedule after it has been posted, any such change requires mutual consent by an in-person or direct telephone conversation initiated by the Employer, unless emergency conditions dictate otherwise.

D. Rest and Meal Periods

The Employer complies with meal and rest break requirements under the law, and this Section is not intended to supersede those requirements.

Each employee shall be provided an unpaid 30 minute meal break for every 5 hours of work time. Employees who work in excess of five (5) hours but less than six (6) hours may voluntarily waive the meal period, in accordance with law. Employees who work 10 or more hours per day may waive their second meal break, in accordance with law.

Employees are required to take their meal period within the time frame allotted to them by the supervisor or designee for the shift. Employees who through no fault of their own cannot take their meal period are required to immediately notify their supervisor or designee on their shift for authorization to miss or take their meal period late. At no time can an employee combine their meal and rest breaks for any reason. Each employee shall be granted a paid rest period of fifteen (15) minute break periods per four (4) hours of work, or major fraction thereof. Employees are responsible for ensuring that they take their rest breaks at the appropriate time. If an employee cannot take their break due to work reasons, they are to notify their supervisor or designee immediately.

E. **Rest Between Shifts**

Each Regular Full-time, Regular Part-time, and Limited Part-time employee shall have an unbroken rest period of at least twelve (12) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1-1/2). Overtime for which premium pay is given shall count as rest periods for purposes of this Paragraph. The provisions of this paragraph may be waived on the written request of the individual employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect. A Per Diem employee will not be charged with a refusal for declining a shift that starts within twelve (12) hours of the end of the last shift worked.

F. **Weekend Work**

A weekend is defined as two (2) days, which are Saturday and Sunday for the day and evening shifts, and Friday and Saturday for the night shift. The Employer will grant each Regular Full-time and Regular Part-time employee every other weekend off. This provision does not apply to employees who hold positions which normally include every weekend scheduling or to employees who elect to work weekend shifts. Any department or work area currently working more favorable scheduling patterns than those set forth above shall retain such scheduling. Changes or exceptions to the above regarding weekend scheduling may be considered by the Union and the Employer and are subject to mutual agreement and a vote of the affected employees.

G. **Weekend Differentials**

The Employer will use its best efforts to grant each Regular Full-time and Regular Part-time employee every other weekend off and will guarantee each Regular Full-time and each Regular Part-time employee every third (3rd) weekend off. If the Employer requires a Regular Full-time or Regular Part-time employee to work three (3) or more consecutive weekends in a row or two (2) consecutive weekends in a row and a Saturday or Sunday immediately following, the employee will receive an additional day of paid time off for work performed on the third consecutive weekend or a Saturday or Sunday immediately following and for each succeeding weekend or Saturday or Sunday until granted a weekend off. This does not apply to Regular Full-time or Regular Part-time employees who desire a schedule which includes weekend work or to Regular Full-time or Regular Part-time

employees who desire to work certain weekends which make up a portion of the three (3) consecutive weekends.

H. **Shift Rotation**

Current rotating shifts may be continued, except that any complaint with respect to such rotation may be submitted to the Joint Labor Management Committee.

I. **Twelve-Hour Shifts**

The Hospital shall provide the following when implementing twelve-(12) hour shifts:

1. Shifts shall be twelve (12) hours worked in twelve and one half (12 1/2) hours.
2. **Rest Periods**
Three (3) fifteen (15) minute paid rest breaks during a twelve- (12) Hour Shift.
3. **Meal Periods**
There shall be one (1) uninterrupted unpaid meal period of thirty (30) minutes and one (1) additional paid meal period of thirty (30) minutes; however the second paid meal period may be waived.
4. **Compensation**
Employees shall be paid their straight time hourly rate for all hours worked within the twelve-(12) hour shift.
5. **Shifts**
 - (a) Day Shift: 0600 - 1830
 - (b) Night Shift: 1800 - 0630
6. **Rest Between Shifts**
Each Regular Full-time, Regular Part-time, and Limited Part-time employee shall have an unbroken rest period of at least eleven and one half (11 1/2) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 1/2). Overtime for which premium pay is given shall count as rest periods for purposes of this Paragraph. The provisions of this paragraph may be waived on the written request of the individual employee and with the agreement of the supervisor. Also, a Per Diem employee will not be charged with a refusal for declining a shift that starts within eleven and one half (11 1/2) hours of the end of the last shift worked.
Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect.
7. **Shift Differentials**
\$2.00 per hour shall be paid for all hours worked between 1430 - 1830 depending upon the evening shift definition above. For shifts that commence at 1800 and end

at 2400 hours or commence at 1800 and end at 0230 hours, the evening shift differential will be paid for all hours worked on these shifts.

TECHS		ALL OTHERS	
PM	NOC	PM	NOC
\$2.75 per hour	\$3.75 per hour	\$1.75 per hour	\$2.75 per hour

8. Night Shift
\$2.50 per hour shall be paid for all hours worked on the Night Shift (the 1800 - 0630).
9. Bereavement Leave
An employee shall be paid a total of thirty-six (36) hours of bereavement leave prorated in the same ratio that the employee's regular work schedule bears to a full-time schedule (72 hours per pay period).
10. Education Leave
An employee shall be entitled to up to forty (40) hours of paid education leave (prorated for part-time status).
11. Jury Duty
An employee entitled to jury duty shall be paid in eight (8) hour daily increments up to a maximum of five (5) days per week or twelve (12) hour daily increments up to a maximum of three (3) days per week (prorated for part-time status).
12. Paid Time Off/Extended Sick Leave Accruals
Employees shall accrue Paid Time Off (PTO) and Extended Sick Leave (ESL) based on scheduled hours.

ARTICLE 19: TRAINING, JOB-RELATED EDUCATION LEAVE AND IN-SERVICE EDUCATION

A. Educational Leave

Regular Full-time employees shall be entitled to 40 hours of job related education leave with pay each year to attend courses, institutes, workshops or classes of an educational nature provided:

1. The employee applies in advance in writing specifying the course, institute, workshop or class he or she wishes to attend;
2. The employee obtains permission from his or her supervisor to attend;
3. Such leave shall not interfere with staffing.

In computing said 40 hours, time away from the employee's job at the Employers is counted, not just time at the class or lecture, etc.

- B. Job related education leave shall be extended on a prorated basis to Regular Part-time employees who work at pre-determined schedule of twenty (20) hours per week or more.
- C. Permission for such job related education leave will not be unreasonably denied, so long as the employee submits a written request for job related educational leave one month in advance. The Employer will notify the employee in writing within two (2) weeks of receiving the request whether the leave will be permitted or denied. Where more employees have requested job related education leave than the Employer can release, such requests shall be granted by seniority, unless a less senior employee's request has been previously approved.
- D. Job related educational leave is to be granted on a fiscal year basis. To be eligible for job related educational leave the Regular Full-time or Regular Part-time employee must complete the probation period.
- E. A Regular Full-time, or Regular Part-time employee who requests job related education leave but is denied by the Employer may carry over their paid job related education leave to the following year. If the Employer wishes the employee to engage in an outside educational program, the Employer and the employee may mutually agree that this is charged against the employee's job related educational leave. If the employee declines to engage in such job related educational program, the Employer has the option to withdraw the request or to require the employee to engage in such program in which event it is not charged against his or her job related educational leave, except that up to eight (8) hours in such employers mandated outside job related educational programs may be charged to the employees educational leave entitlement.
- F. The employee may be requested by the Employer to make a report on such job related educational leave activities to his or her manager/director.

G. **In-Service Education**

When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use their best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts. In the event that such best efforts are unsuccessful, the Employers will meet with the Union for the purpose of working out a mutually acceptable solution.

H. **Home Study**

As an alternative, and in lieu of time off with pay to attend courses, institutes, workshops or classes, employees eligible for educational leave may utilize up to two days (16 hours) of home study courses approved for continuing education credit by the Board of Registered Nursing or appropriate body, prorated in the case of Regular Part-time employees. The content must be relevant to the employee's job. Pre-approval by the Manager is required.

1. In regard to Home Study, the following guidelines apply:
 - (a) A maximum of two (2) eight-(8) hour days may be submitted for Education Leave.
 - (b) The Home Study Course must be a minimum of six (6) contact hours of SRN or other appropriate credit. (Multiple one, two, or three hour courses are acceptable).
 - (c) The request must be received at the time of schedule requests and not in conflict with meeting patient needs/staffing.
2. In order to receive Educational Leave pay:
 - (a) The continuing education certificate (verification of Home Study) must be submitted to the Manager within six (6) weeks.
 - (b) The course booklet and date of completion must be submitted to the Manager. This submission date is the date of the Education Leave Benefit.
 - (c) A copy of the certificate must be placed by the employee in the Education File on the unit.

ARTICLE 20: PAID TIME OFF (PTO) AND EXTENDED SICK LEAVE (ESL)

A. Paid Time Off Program

1. Eligibility and Coverage
 - (a) This Section A.1 of Article 20 and its Paid Time Off Program shall apply only to Regular Full-time and Regular Part-time employees. Limited Part-time, Per Diem, and Temporary employees are not eligible to participate in the PTO program.
 - (b) The PTO program is in addition to jury duty pay, paid educational leave, and bereavement leave.
2. Accumulation of Paid Time Off
 - (a) PTO Schedule

Regular Full-time employees shall accrue PTO and extended sick leave (ESL) in accordance with the schedule given below, based upon their continuous length of Regular employment.

 - i. From the 1st day of the described pay period through the pay period in which one year of continuous Regular employment is completed.

PTO Hours Accrued per Pay Period	8.0 hrs.
ESL Hours Accrued per Pay Period	1.85 hrs.
Approximate Total Combined Hours Per Pay Period (and approx. total hours and days per year)	9.95 (256 hrs. or 32 days)

- ii. From the beginning of the second (2nd) year of continuous Regular employment through the pay period in which the fourth (4th) year of continuous Regular employment is completed.

PTO Hours Accrued per Pay Period	9.5 hrs.
ESL Hours Accrued per Pay Period	1.85 hrs.
Approximate Total Combined Hours Per Pay Period (and approx. total hours and days per year)	11.395 (296 hrs. or 37 days)

- iii. From the beginning of the fifth (5th) year of continuous Regular employment through the pay period in which the ninth (9th) year of continuous Regular employment is completed.

PTO Hours Accrued per Pay Period	11.0 hrs.
ESL Hours Accrued per Pay Period	1.85 hrs.
Approximate Total Combined Hours Per Pay Period (and approx. total hours and days per year)	12.93 (336 hrs. or 42 days)

- iv. From the beginning of the tenth (10th) year of continuous Regular employment and during each year thereafter of such employment.

PTO Hours Accrued per Pay Period	12.62 hrs.
ESL Hours Accrued per Pay Period	1.85 hrs.
Approximate Total Combined Hours Per Pay Period (and approx. total hours and days per year)	14.47 (376 hrs. or 47 days)

PTO/ESL for all Regular employees is accrued based upon scheduled hours each period. Regular Part-time employees shall accumulate PTO/ESL each pay period in accordance with the schedules provided in this Section, but such accrual will be prorated in the same ratio that the employee's regular work schedule bears to a full-time schedule.

B. **Extended Sick Leave (ESL)**

There shall be a maximum cap of seven hundred sixty-eight (768) hours on the amount of ESL that may be accumulated for future use. Employees who have in excess of seven hundred sixty-eight (768) hours as of February 15, 2001 shall be frozen at the amount of hours accrued as of that date. An employee with an ESL balance above the seven hundred sixty-eight (768) hour balance will not accrue additional ESL until such time that the employee's balance falls below the seven hundred sixty-eight (768) hour balance.

C. **Unpaid Absences**

If an employee is on unpaid status with the Employer (e.g., unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/ESL for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.

D. **Scheduling and Use of PTO**

1. PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, physical disability of three (3) scheduled workdays or less, and/or as secondary pay to supplement State Disability Insurance or Workers' Compensation, or any other reasons deemed appropriate by the employee.

2. Requests for PTO will be governed by the provisions described below.

(a) **Advance Requests for One Work Week or More of PTO**

- i. Employees shall submit their PTO preference dates in writing by February 1st of each year and the Employer shall post a schedule by March 1st of each year.
- ii. If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by employees, then the employee's seniority shall be the determining factor within each work area and classification.

(b) **Other PTO Requests**

Requests for PTO that are not submitted under Section D.2 above shall be submitted in writing at least one week in advance of the posting of the schedule covering such day or days. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:

Seniority will not govern if a less senior employee's PTO request has already been approved.

The Employer will use its best efforts to grant each employee who requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Years Day. Where conflicts arise in the same work area, classification and shift, seniority will govern, but each employee (if possible, due to Staffing and scheduling) shall be granted one of these two major holidays off before any employee is granted both major holidays. The holiday shift, for the purpose of this provision, is described in Section F.1 below.

3. When Advance Notice Is Not Possible

Advance written request for the use of PTO is not required if the employee's own disability, or an emergency, necessitates an unplanned absence that was not requested and approved in advance of that day. In all such cases, the reason for the absence shall be given, and the employee shall follow the Employer or work area's requirements as to when and how notice is to be given. If such unplanned absences, except those covered or due to Workers' Compensation, F.M.L.A., or absences that are a direct result of a chronic illness covered under the Americans With Disabilities Act (A.D.A.) (whether paid or unpaid) without advance notice and approval exceed five (5) incidents within the prior twelve (12) months, the supervisor and the employee may meet to clarify the nature of the absences, and if determined to exceed acceptable behavior, counseling or disciplinary action may be taken. Consecutive days taken at one time are one incident of unplanned absence. Employees requested to meet with their supervisor are entitled to Union representation. The supervisor, in determining acceptable behavior, shall also consider whether a doctor's note was requested and provided, and shall not rely solely on the number of incidents.

4. A minimum of two (2) workweeks of PTO is to be taken by a Regular employee each twelve-month period. No more than two hundred eighty (280) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first pay period in October, unless, and to the extent an employee has requested a vacation in which he/she will use all PTO in excess of the two hundred eighty (280) hours by the end of the calendar year (December 31), and such vacation had been granted in accordance with Article 20, Section D.2 An employee may elect, prior to December 31 of each year, to convert all or a portion of the PTO that he or she will accrue in the immediately following calendar year in excess of eighty (80) hours to a lump sum cash payment. The election shall be irrevocable and PTO hours subject to such election may not be used for any other purpose. Payment will be made in a lump sum on the payroll date for the last payroll period ending in such immediately following calendar year during which such PTO accrues or, if earlier, on termination of employment, and shall reduce the PTO Accumulation by the equivalent of such payment as of the date of payment.

5. Requests for PTO, regardless of seniority, will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual employees will not be granted if the employee still has PTO hours or ESL whichever applies. Exceptions are:

- (a) An employee can elect not to use PTO for a holiday scheduled off.
 - (b) An employee can elect not to use PTO for his/her own medical disability days preceding eligibility for ESL.
 - (c) An employee can elect not to use PTO for a physical disability leave upon the exhaustion of ESL, and, to request instead an unpaid leave.
 - (d) Employees who are on the NUHW Bargaining Team may elect not to use PTO to attend bargaining.
- 6. PTO requests shall not be unreasonably denied because of the season of the year.
 - 7. On approval of Human Resources, employees may donate unused PTO hours to another employee who has experienced an unforeseeable medical emergency as defined by the IRS. Employees must maintain a minimum PTO balance of forty (40) hours after the donation.

E. **Use of ESL**

- 1. ESL is to be used for absences from work that exceed three (3) consecutive workdays or five (5) calendar days, whichever is earlier, and that are necessary because of the employee's own physical disability. If the employee is hospitalized or has same day surgery at an outpatient surgery center or hospital, ESL may be used commencing with the first day of hospitalization or same day surgery. In accordance with California Assembly Bill 109 (AB 109), employees may use a maximum of three (3) days of ESL each calendar year to attend to the illness of an employee's child, parent, spouse or legally domiciled adult. An employee must have completed one full year of employment as a regular employee to be eligible to use ESL for the care of a family member as defined above. Guidelines covering ESL for an employee's own illness apply to the use of ESL for family illness. An employee can elect to use PTO for the three (3) or five (5) day waiting period. ESL not used for family illness in one calendar year may not be carried over to the next year. Appropriate documentation of the family member's illness is required for an employee to access ESL for the care of a family member.
- 2. Reasonable medical or other verification or information may be requested by the Employer regarding unplanned absences or the use of ESL. Such information or verification may also be required upon an employee's return from an illness or injury, or if the Employer believes a question exists as to the employee's ability to work.
- 3. PTO/ESL is to be used in increments of eight (8) hours unless one of the following exists:
 - (a) Advance approval is obtained for less than eight (8) hours;

- (b) The employee's regular shift is greater or less than eight hours, in which case PTO/ESL hours equal to the shift shall be used; or,
 - (c) The employee is eligible for State Disability or Workers Compensation payments, in which case ESL shall be integrated to supplement such payments; or,
 - (d) An emergency requires an employee's absence for less than a full shift, in which case the Employer may excuse the employee from the full shift, with equivalent PTO/ESL hours being used, or it may require that the employee report back to work.
4. PTO/ESL hours shall be paid at the straight-time rate in effect as of the date PTO/ESL is used (or cashed in, in the case of PTO) plus any shift differential/premium to which the employee may be entitled.
 5. Upon termination from employment, employees shall be paid for all PTO hours accumulated but not taken. At the time of retirement, if an employee has twenty (20) years of service and is at least the age of fifty-five (55), he/she shall be eligible to cash out fifty percent (50%) of all ESL hours.
 6. In cases where an employee is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the employee shall apply for such benefits. To the extent that the disability payments do not equal the employee's normal wages, the employee's ESL (or PTO if elected by the employee, if applicable) shall be used in an amount sufficient to equal but not exceed the employee's straight-time rate of pay and any shift differential for scheduled hours. Where ESL/PTO is subject to integration with State Disability Insurance or Workers' Compensation, it shall be paid promptly even if information as to the precise amount of State Disability Insurance or Workers' Compensation payments is not immediately available.

Employees cannot be required to use PTO for physical disability absences or leaves. If PTO is to be used for a leave, however, the employee must use it immediately upon exhaustion of ESL and it must be used for consecutive workday(s) thereafter. Prior to the exhaustion of ESL the employee must advise the Employer in writing of his/her desire to use PTO. For purposes of this paragraph "265" only, a "leave" is to be construed as a physical disability absence exceeding three (3) workdays or five (5) calendar days, unless the employee is hospitalized.

7. PTO/ESL can only be used on scheduled workdays.
8. Upon one week's written notice from an employee, the PTO pay for which the employee is eligible for time off of two (2) weeks or longer shall be available to him/her immediately prior to the commencement of the employee's time off period. Further, if an employee's PTO time off covers more than one pay period, there shall be separate checks for each pay period.

9. Within a reasonable time after an employee submits his or her request, not to exceed three (3) working days, the Employer will inform the employee as to the current amount of his or her PTO/ ESL accrual.
10. Additionally, if an employee wishes to donate unused ESL to another employee who has experienced an unforeseeable medical emergency, s/he may do so, up to a maximum of 40 hours per calendar year, provided that for every hour of ESL donated an amount equal to 50% of the ESL donated is also donated from the employee's accrued but unused PTO account.

F. **Pay for Holidays Worked**

1. Recognized holidays for the purpose of this Section are as follows:

New Year's Day
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
4th of July
Labor Day (1st Monday in September)
Thanksgiving Day
Christmas Day
The Employee's Birthday

The employee's birthday is a recognized holiday only if the employee requested his/her birthday off at least one week before that period is posted, and the employee was assigned to work and did work his/her birthday.

A Day, PM or Night shift employee works a holiday shift when the major portion of the shift falls on one of the above days.

2. If a Regular employee works one of the above holidays, the employee shall receive payment at time and one-half (1 1/2) the employee's straight-time rate for all hours worked on such holiday. Exceptions are:
 - (a) If an employee requests Christmas Day and/or the following New Year's Day off, and is required to work both holidays, the employee shall receive two times (2X) his or her straight time rate for New Year's Day; or,
 - (b) A Regular employee assigned to the p.m. shift may submit a request to observe the Christmas Day holiday on December 24 and/or observe the New Year's Day holiday on December 31. Such a request is to be submitted by the employee at least 30 days in advance of the holiday. If the employee's request is granted by the Employer and the employee is then scheduled off on December 24 and/or December 31, such day off shall constitute the

employee's Christmas and/or New Year's Day holiday off, and payment for work performed on December 25 and/or January 1 shall be a non-holiday.

ARTICLE 21: HEALTH INSURANCE

A. General Provisions

1. Coverage

Health Insurance, Dental and Vision coverage shall be limited to Regular Full-time and Regular Part-Time Employees as provided in this Article. Coverage for new Regular employees shall commence as of the first of the month following completion of the employee's waiting period. In the case of resignation or termination, coverage shall terminate as of the last calendar day in the month of termination. Plans are offered to qualifying employees and their qualified dependents (including spouse, registered domestic partner and children).

2. Payroll Deduction or Payments

Employee contributions for medical, dental and vision shall be made through the IRS Section 125 Plan (on a pre-tax basis) as permitted by law, and through authorized payroll deduction. Employees on unpaid leave of absence who are eligible to continue medical coverage shall submit payments directly to the Employer (or the designated service provider). Coverage shall terminate if the required deductions or payments are not made during the month.

B. Medical Benefits

The Employer has provided and will continue to provide a fully Employer paid health plan for all current Regular benefit eligible employees and their qualified dependents. This health plan or plans will be provided as stated herein.

Effective upon ratification the Employer will continue to offer the same fully Employer paid Blue Shield HMO plan in effect on November 1, 2016, on the same terms and conditions as this plan is currently provided, and with benefit levels that meet or exceed that of the current plan. The employer will continue to offer this plan through December 31, 2017.

Effective upon ratification the Employer will also continue to offer the same alternative POS "Buy-Up Plan" in effect on November 1, 2016, on the same terms and conditions (including premium payment options) as this plan is currently provided, and with benefit levels that meet or exceed that of the current plan. The employer will continue to offer this plan through December 31, 2017.

Effective January 1, 2018, the Blue Shield HMO plan in effect on December 31, 2017 will be replaced with the fully Employer paid Verity EPO Tier 1 and Tier 2 plans. The employer will continue to pay 100% of the cost for the Verity EPO Tier 1 and Tier 2 plan premiums for their employees and their qualified dependents. There will be no increase in

cost for employees and their qualified dependents for plan out of pocket expenses, for annual deductibles (if any), or for annual out of pocket maximums for employees and their qualified dependents, beyond what employees and their qualified dependents pay for such costs in the BlueShield HMO in effect on November 1, 2016, notwithstanding the deductible and co-insurance for the Verity EPO Tier 2.

For plan years 2018 and 2019, the Verity EPO Tier 2 calendar year medical deductible will be \$1000/\$2000. The out of pocket maximums will be \$3000/\$6000. The co-insurance will be 20% for the following services:

1. Outpatient surgery performed at a free-standing ambulatory surgery center,
2. Outpatient surgery performed in a hospital or affiliated ambulatory surgery center,
3. Outpatient services for treatment of illness or injury and necessary supplies,
4. Radiological and nuclear imaging (CT scans, MRI's, PET scans),
5. Inpatient physician services, and
6. Inpatient non-emergency facility services.

However, should Verity or a Verity Preferred Partner provide additional services not included in the list above, those services will be added to the list and will be subject to the 20% co-insurance applicable to Verity EPO Tier 2. Should Verity or a Verity Preferred Partner provide additional services not included in the list above, these additional services to the Verity EPO Tier 1 and corresponding Verity Tier Medical Benefits will be communicated/implemented on an annual basis.

Verity will honor employees' and qualified dependents' coordination of benefits.

The Verity EPO Tier 1 and Tier 2 plans, which will replace the BlueShield HMO, must have qualities that meet or exceed the qualities of the BlueShield HMO that it is replacing. Such qualities must include, but are not limited to, choice of doctors and services, and as otherwise stated herein. The radius for the Verity EPO Verity Tier 1 services will be thirty-five (35) miles measured from employee's residential zip code to the Verity facility zip code, and with a "Special Transportation Exception." Every year, the Employer will provide a list of zip codes which reflect which employees (and their covered dependents) fall within the thirty-five (35) mile radius.

If there is no Verity facility within the thirty-five (35) mile radius or the Special Transportation Exception applies, the employee may go to any facility within the BlueShield PPO Network. The Special Transportation Exception means that no employee and/or any qualified dependent seeking services or treatment will be required to travel to another geographic location that under normal, non-circuitous driving circumstances, would require travel across a bridge (for example, without limitation, from Oakland to San Francisco, or from San Rafael to Richmond). Every year, a list of zip codes which reflect

the areas that qualify for the Special Transportation Exception shall be released at open enrollment.

If there is no Verity facility within thirty-five (35) miles of where the employee or the employee's qualified dependent resides, or the needed service or treatment is not available at a Verity facility, including those with the Special Transportation Exception, the employee or the employee's qualified dependent may go to any facility within the BlueShield PPO network, at the same cost structure as the Verity EPO Tier 1.

Effective January 1, 2018, the Employer will replace the Blue Shield POS "buy up" plan with the Verity PPO for those employees choosing the alternative "buy up" plan. The employee and their qualified dependents' costs for share of the Verity PPO plan premiums, total costs for out of pocket expenses, annual deductibles, and annual out of pocket maximums, will be increased by no more than three percent (3%) during the life of this contract, over similar costs of the Blue Shield POS in effect on November 1, 2016.

As of January 1, 2017, the "Wellness Assessment" required of certain employees and their qualified dependents will no longer be required.

It is the intent of the Employer to provide a health plan that will ensure the privacy of employees under the plans. If any employee has a privacy concern related to a service and/or procedure that would be performed by the employee's own department at a Verity facility, the Employer's Benefits Services Manager will not unreasonably deny any request to receive such services and/or procedures at an alternative facility in the Verity/Blue Shield PPO network. Such request must be made directly to the Benefits Services Manager at least five (5) business days prior to the procedure.

C. **Dental Plans**

The Employer will provide a Delta Dental Basic Plan, or its equivalent, fully paid by the Employer for the employee and his/her dependents (including spouse, registered domestic partner and children). The Employer will maintain the PPO Dental plan, if any, on the same terms as currently provided to employees.

D. **Vision Plan**

The Employer will provide the Vision Service Plan (VSP), or its equivalent, fully paid by the Employer for the employee and his/her dependents (including spouse, registered domestic partner and children).

The Employer will offer a voluntary VSP Premier Buy-up option. Any employee electing this Buy-up option will pay the difference between the Buy-up and the standard VSP option.

E. **Voluntary Short Term Disability Plan**

The Employer will offer a voluntary Short Term Disability Plan option on an employee paid basis.

F. **Voluntary Long Term Care Plan**

The Employer will offer a voluntary Long Term Care Plan option on an employee paid basis.

ARTICLE 22: GROUP INSURANCE

The Employer will provide each Regular employee working a predetermined work schedule of not less than twenty (20) hours per week with a group life insurance policy that will provide a benefit equal to at least \$10,000 or one times (1X) the employee's base pay, whichever is greater. Base pay is defined as the employee's hourly base rate times his or her regularly scheduled hours per pay period times the number of pay periods per year. The coverage will be effective on the first day of the month following completion of thirty (30) calendar days of continuous employment as a Regular Full-time or Regular Part-time employee. However, when a Temporary employee is reclassified to Regular Full-time or Regular Part-time status, coverage will be effective the first day of the month following such reclassification.

The Employer will pay the full cost of premiums for group life insurance for each eligible employee who qualifies for non-smoker rates. Employees who do not qualify for non-smoker rates will be required to pay the additional cost, if any, of premiums above the non-smoker rates. Employees may also continue to purchase additional life insurance as well as dependent life for spouse and child(ren) at group rates.

A. **Life and Accidental Death and Dismemberment Insurance**

Employee life insurance is \$10,000 with premium paid by the Employer. Accidental Death and Dismemberment insurance benefit is \$10,000 with the premium paid by the Employer.

B. **Long Term Disability (LTD)**

50% of base pay with premium paid by the Employer.

ARTICLE 23: RETIREMENT

A. **Retirement Plans**

It is not the intent of this Article to take away any retirement plan or benefits that are in place as of November 1, 2016.

The Employer shall continue to maintain the Verity Health System Supplemental Retirement Plan (TSA) (the Employer 403(b) Plan for eligible employees subject to the terms of the Employer 403(b) Plan as then in effect.

The Employer shall continue to maintain the Verity Health System Retirement Plan Account (the RPA Plan) for eligible regular Part-Time, Full-Time and Per Diem employees

(“Retirement Participants”), in accordance with RPA Plan terms and conditions. Retirement Participants shall receive contributions pursuant to the following schedule:

Retirement Participants hired before January 1, 2013 shall be subject to the following RPA Plan contribution schedule:

YEARS OF SERVICE	CONTRIBUTION RATE
0-9	3%
10-14	5%
15-19	7%
20-24	9%
25-29	11%
30+	12%

Retirement Participants hired on or after January 1, 2013 shall be subject to the following RPA Plan contribution schedule:

YEARS OF SERVICE	CONTRIBUTION RATE
0-9	3%
10-14	5%
15+	7%

The Employer will continue to match contributions made to the Employer 403(b) Plan. The match benefit will be provided through the Verity Health System Supplemental Retirement Plan (401)(a)(the “401(a) Plan”) and subject to the terms and conditions of the 401(a) Plan. Pursuant to this provision, the Employer will contribute \$0.35 to an employee’s 401(a) Plan account for every \$1.00 that an eligible employee contributes to the Employer 403(b) Plan up to a maximum of 5% of the employee’s total annual compensation (i.e., a maximum matching contribution equal to 1.75% of total annual compensation).

B. Retiree Health

1. Health coverage made available from early retirement (age 55 or later) until attainment of age 65 ("bridge" to Medicare eligibility). Applicable to employees only.
2. Retiree coverage provided via active employee health plans.
3. Coverage is provided to employee who terminates employment after attaining age 55 and completes at least 10 years of service.

4. The portion of retiree health cost (COBRA rates) paid by the Employers is based on employee's years of service at time of termination is as follows:

More than 10, but less than 15	0%
More than 15, but less than 20	25%
More than 20, but less than 25	50%
More than 25 years of service	75%

5. Employees will be given past service credit to date of hire.

The maximum monthly COBRA premium is \$500, then applicable years of service percentage is applied.

Based on the \$500 monthly COBRA premium, the maximum employer monthly contribution per retiree with differing service levels would be:

More than 10, but less than 15	\$0
More than 15, but less than 20	\$125 per month
More than 20, but less than 25	\$250 per month
More than 25 years of service	\$375 per month

ARTICLE 24: BEREAVEMENT LEAVE

A. Definition of Family

Except as set forth herein, "immediate family," for purposes of this Section means spouse, children, sister, brother, parents, legal guardians, current parents-in-law, grandparents, grandchildren, registered domestic partner—their parents and children, step relative (parent, child, sibling), and foster children.

- B. In the case of death of an immediate family member as defined above, the employee shall be entitled to an additional leave of absence of two (2) days without pay at the employee's request. The employee and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the employee may use PTO or take an unpaid leave at the employer's discretion. The Employer will not unreasonably deny such requests.

- C. When a death occurs in the immediate family of a benefited employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within thirty (30) days of the death. Limited Part-time and Per Diem employees may be excused from work for up to three (3) days without pay.

ARTICLE 25: LEAVES OF ABSENCE

An employee who is on an approved Physical Disability Leave of Absence will have his/her group health plan coverage continued during the leave, while the employee is on paid status (PTO/ESL), at the level and under the conditions coverage would have been provided if the employee had not taken such leave. Beginning on the first (1st) day of the first full month during which an employee is no longer on paid status (PTO/ESL), the employee may elect to continue such group health plan coverage under COBRA by paying the cost of such coverage as provided under COBRA, subject to the terms, conditions and limitations of the federal COBRA statute.

A. Medical Leave

1. Employees who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed one (1) year in a rolling twelve-(12) month period, unless extended only by mutual agreement between the employee and the Employer.
2. In order to be eligible for medical leave, the employee must provide the Employer's Human Resources department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the employee is unable to perform his/her job duties due to the medical condition.
3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

B. FMLA/CFRA

1. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of the leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such leaves shall be made available for:
 - (a) The birth of the employee's child, or receipt of a child in foster care or adoption;
 - (b) The care of an employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the employee's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.
 - (c) A serious medical condition of the employee.

- (d) Care for an injured service member. An eligible employee who is the spouse, son, daughter, parent, next of kin or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible employees shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve (12) month period.
2. Upon return to work following a qualifying FMLA / CFRA leave, the employee shall be reinstated to the same position, classification, unit, and shift held by the employee at the time of the commencement of the leave.

C. **Pregnancy Disability Leave**

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California Law.

D. **Work-related Disability Leave**

1. The Employer shall grant a leave of absence to an employee who is unable to work due to a work-related injury. During the leave, all health and welfare benefits shall continue for up to one (1) year or to the date that the employee is deemed to be Permanent and Stationary, whichever occurs earlier.
2. The Employer shall make every reasonable effort to assist the employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the employee's former position upon release for work, or retraining to an available position with the Employer, if the employee is no longer able to perform the work of his/her former position.
3. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave.
4. An employee who, because of a work-related injury, is medically-determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such employee may be replaced.

E. **Voluntary Leaves for Disaster Services**

1. **Policy Statement**
When a significant disaster occurs, the Employer is committed to providing voluntary assistance to governmental agencies and non-profit agencies that may

request our services. Response to all such requests must be approved in advance by the Employer's Chief Executive officer or designee. Voluntary leave for disaster service by employees will only be approved if such leave does not unduly impact the Employer's operations, including health care delivery to patients. Denial of such leave shall not be subject to the grievance and arbitration provisions of the Agreement.

2. Definition of "Disaster" and "Designated Agency"

A "disaster" is defined as an event officially declared as such by federal, state or local government or an agency designated by the IRS as a Section 501(c)(3) not for-profit, charitable organization (e.g. American Red Cross) a designated agency.

3. Employer-Initiated Requests for Voluntary Disaster Service

In cases where the Employer requests voluntary disaster service of their employees in response to requests in times of crisis from federal, state or local governmental entities or designated agencies as defined above, the following will apply.

(a) Eligibility

Any employee will be considered eligible unless such employee has a documented record of current unsatisfactory job performance.

(b) Procedures

Written agreement for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be obtained from the employee's manager provided that the number of employees absent for voluntary disaster service does not unduly impact the Employer's operations. Extension of voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or his or her designee. In the case where the number of represented employees responding to an Employer-initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.

(c) Compensation and Benefits

An employee who volunteers for disaster service in response to a request from the Employer on behalf of a governmental entity or designated agency will be reimbursed for actual hours of volunteer duty up to a maximum of eight (8) hours in a day and forty (40) hours in a week at the employee's regular rate of pay while performing volunteer disaster service.

Employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the expense of the Employer.

In order to receive compensation under this policy, the employee shall submit documentation of the hours of volunteer service for each day of volunteer duty.

- (d) Travel Expenses
Employees who volunteer for duty in response to an Employer-initiated request shall be covered by the provisions of the Employer's National Travel Policy.

4. Employee-initiated Requests for Volunteer Disaster Service.

When employees, on their own, wish to volunteer to assist during a disaster, the following will apply:

- (a) Eligibility
Any employee will be considered eligible unless such employee has a documented record of current unsatisfactory job performance.
- (b) Procedures
Written application for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be approved by the employee's manager. Requests for voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

The Employer will grant time off for short-term leaves of up to 30 calendar days in a calendar year to eligible employees for official volunteer duty as long as the Employer receives reasonable notice, provided that the number of employees absent for voluntary disaster service does not unduly impact the Employer's operations. In the case where represented employee's request for voluntary leave for disaster service exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.

- (c) Compensation and Benefits
An employee who requests and receives approval for leaves for voluntary disaster service on his or her own initiative, apart from any request to the Employers from a governmental entity or designated agency, will be on unpaid leave during the period of volunteer service, unless the employee elects to use accrued paid time off other than sick leave.

While on employee-initiated unpaid voluntary disaster service, employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the expense of the Employers, provided such leave is for a period of 30 calendar days or less. After voluntary disaster leaves of 30

calendar days or less, the employee will be reinstated into their regular position.

F. **Union Leave**

One (1) employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the employee(s) will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.

Upon written notice from the Union to the Employer's Director of Human Resources, such notice to be given, if at all, not less than two (2) weeks prior to the posting of the monthly work schedule which includes the desired time off, one (1) employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting. The employee shall not suffer any loss of seniority or other benefits as a result of such leave.

G. **Military Leave**

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

An employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an employee must be regularly scheduled to work twenty (20) or more hours a week, and must submit documentation to the Employer of his/her intention to take such a leave within two (2) business days of receiving notice that the service member will be on leave from deployment.

H. **Other Leaves of Absence**

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the employee and the Employer and if a real and compelling reason for time off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing and quality patient care.

I. **Return to Duty**

Unless otherwise specified above, when an employee returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an

employee shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the employee returns in compliance with the approved terms of the leave, the Employer will use its best efforts, and will not unreasonably deny return of the employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.

J. **Notice to Replacements**

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

K. **Non-forfeiture of Accrued Rights**

By reason of such leave of absence, the employee shall not lose any accrued rights under this Agreement but likewise he/she shall not accrue rights under this Agreement, unless otherwise provided for above.

ARTICLE 26: PHYSICAL EXAMINATIONS

All physical examinations required of employees in connection with their employment, according to the practice of the Employer, shall be given without charge, and all costs incident to those examinations shall be borne by the Employer. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the Employer to pay for any treatment which may be required as a result of any disease or condition disclosed during such physical examinations. Such examinations shall be without loss of pay, and shall include all laboratory, diagnostic and other clinical tests required by Title XXII or the Department of Health Services and/or the county in which the hospital operates and examinations and review of the employee's medical history by a physician or nurse practitioner. Any disclosures to the Employer by the physician or nurse practitioner concerning the results of such physical examination shall be limited to certification that the employee is physically able to perform the essential functions of his or her job.

ARTICLE 27: JURY DUTY, WITNESS PAY AND VOTING TIME

A. **Jury Duty**

An employee called for jury duty will receive the difference between jury pay and normal straight time earning for jury service on any day on which the employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employer, the employee must notify the employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served. Jury duty served while on a leave of absence, while utilizing paid time off or on a day on which the employee is not scheduled to work will not be compensated.

B. **Witness Pay**

An employee subpoenaed by the Employer to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day.

C. **Time off to Vote**

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the employee's supervisor. Where possible the employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 28: CAREER OPPORTUNITIES

A. The Employer agrees to support opportunities for employees to attend educational activities in the health care field which are consistent with the goals, objectives and action plans of the Employer.

B. The Employer will provide the following educational opportunities:

1. Tuition Assistance: The Employers will support continuing education and training of employees who participate in educational courses in the health care field including certifications, licensures and other training programs. Employees must apply for and receive written approval from the employee's department manager prior to commencement of the course, in order to be eligible for reimbursement, as provided below:

(a) **Eligibility**

All regular full-time and regular part-time employees who have completed the probationary period and who maintain their status while taking such courses are eligible for Tuition Assistance.

(b) **Maximum Reimbursement**

In any fiscal year (July-June) the maximum reimbursement for an eligible employee is two thousand dollars (\$2,000.00). The maximum amount that the Employers will be required to spend for tuition reimbursement as described above will be \$100,000 per year for Seton Medical Center and Seton Medical Center Coastside combined. Where more employees have expressed an interest in participating in the plan than is financially feasible, eligibility will be determined by seniority.

(c) Reimbursement will be limited to tuition, books, supplies, and uniforms (specific to training).

- (d) Reimbursement will be provided upon successful completion of the course, provided that the employee submits proof of satisfactory completion to the employee's department manager along with the request for reimbursement.

This program is in addition to any educational leave to which an employee may be entitled.

ARTICLE 29: COMMITTEES

A. Joint Labor-Management Committee

1. Composition and Purpose

- (a) There shall be a Joint Labor-Management Committee of no more than four (4) representatives per facility appointed by the Employer and four (4) representatives and four (4) alternates appointed by the Union. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties.
- (b) The Joint Labor-Management Committee may develop procedures to address the following:
 - i. Identifying current and anticipated vacancies. In this review, the parties will consider whether and how to combine available hours to maximize full-time employment;
 - ii. Projecting changes in the delivery of healthcare at each Hospital;
 - iii. Identifying retraining opportunities for employees at the Hospitals;
 - iv. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in the classifications other than their own to avoid daily cancellations;
 - v. Identifying cross-training opportunities to minimize involuntary daily cancellations;
 - vi. Identify systems to support effective reassignment processes such as float pools, cross-training programs, and employee lists by competencies;
 - vii. Identifying new and creative recruitment sources;
 - viii. Other opportunities to enhance recruitment, retention and retraining;

- ix. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared entities;

In addition, the Joint Labor Management Committee may also consider the following subjects which include but are not limited to: appropriate education and training programs, child care issues, cultural diversity in the workplace, methods for improving scheduling and resolution of scheduling problems, and other issues the Committee deems appropriate.

This committee may recommend wellness programs at each facility that will (a) expand the participation of employees and dependents in current health and wellness initiatives, (b) develop new health and wellness initiatives, (c) develop positive means of encouraging greater levels of participation in health, wellness and safety initiatives such as annual vaccinations, and (d) explore potential plan re-design options which could result in more effective and efficient utilization of the health plan by employees and their dependents.

2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings up to a maximum of four (4) hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

3. Frequency of Meetings

Meetings of the Committee shall not be held more often than once every month except by mutual agreement.

4. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed, neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Labor Management Committee shall not be subject to Article 30, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article 30, Grievance and Arbitration.

B. Patient Care Committee

1. Quality Patient Care

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, structural changes in delivery of patient services and qualitative changes in average acuity. The Employer will establish a committee comprised of six (6) bargaining unit employees selected by the Union and six (6) representatives of the Employer selected by the Employer. In addition to the six (6) from each side, both the Union representatives and the Human

Resource representatives may participate in Patient Care Committee meetings. The parties may mutually agree to expand the number of representatives to this committee as the need may arise.

2. Purpose
Monitoring the quality of patient services and making recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient services delivery.
3. Meetings
The Employer will allow four (4) hours every month of paid time for each employee member of the committee to attend meetings.

C. **Resolution of Issues**

1. Review Committee
If the Joint Labor-Management Committee or Patient Care Committee cannot reach agreement on a recommendation, the issue may be referred to a Review Committee of four (4) for consideration and recommendation. Two representatives shall be selected by NUHW and two by the Hospital. A majority of the Review Committee may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information before the Committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. The Review Committee may adopt recommendations by a majority vote of all four members of the Committee.
2. Recommendation Implementation Process
Recommendations approved by the Joint Labor-Management Committee, the Patient Care Committee or the Review Committee, will be forwarded to the appropriate Administrative Director of the Hospitals for implementation. Thirty (30) calendar days after receipt of a recommendation the appropriate Administrative Director will send the Joint Labor-Management Committee and/or the Patient Care Committee a written summary of progress and may, at the Joint Labor-Management Committee co-chair's request, attend the next Joint Labor - Management Committee meeting to report on progress.
3. Resolution of Staffing Issues
In the event the Review committee is unable to reach agreement on a recommendation concerning a staffing issue, a mutually agreed upon third-party neutral may be brought to join the Review Committee. In the event the Review Committee remains unable to resolve the staffing issue, the third-party neutral shall decide the final resolution which will be implemented. In reaching resolution, the third-party neutral must take into account area standards regarding staffing, state and federal laws, physician recommendations regarding quality of care, business needs and any other relevant information presented by the parties. In making a final decision on the issue presented by the Review Committee, based upon the information presented by the parties, the neutral third-party will be acting as a labor

arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Hospital may seek to vacate the decision pursuant to applicable state and federal law.

4. Selection and Qualifications of Neutral Third Party

Unless the parties agree otherwise, the third party neutral shall be selected by alternative striking (first strike determined by lot) from one of the following five persons:

- (a) Tom Angelo
- (b) Matthew Goldberg
- (c) Charles Askin
- (d) Ken Silbert
- (e) William Engler

The parties shall equally share the fees of the third party neutral/arbitrator.

5. Impact on Other Units

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

Additionally, if the Employer grants any, other union similar rights to resolve staffing disputes, it will make every effort to include in such contract a provision that is not the intent of the parties to make recommendations or resolutions that adversely impact any other bargaining unit including the Union.

D. Health and Safety Issues

1. Compliance

The Employer will continue to comply with applicable federal and California laws and regulations pertaining to occupational safety and health, including their obligation, under the general duty clause, to provide a safe environment for employees.

2. Reporting Health Hazards by Employees

It is the duty of each employee to comply with all health and safety regulations of the Employer, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer. An employee's failure to comply with such health and safety regulations, or to promptly report a detected health or safety hazard, may result in disciplinary action.

3. Union Notification

The Union shall promptly notify the Employer of any potential health and safety hazards, violations or problems of which it is aware.

4. Remedying Health/Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to their attention by employees or the Union. If in the judgment of the employee or the Union, the Employer shall thereafter fail to remedy the situation, the employee or the Union shall be free to contact Cal-OSHA, or other state or federal authorities, for appropriate action. No adverse action shall be taken against any employee for reporting health and safety concerns to the Employer, to the Union, or to federal or state authorities. Disputes under this Section shall not be subject to Article 30, Grievance and Arbitration procedure of this Agreement, and shall continue to be subject to the applicable administrative procedures established by federal and/or California law. However, the issue of whether the Employer has met their obligation to meet with the Union under this Section shall be arbitrable.

The Union shall address Health and Safety Issues through the Joint Labor-Management Committee, or the Patient Care Committee, when involving patient services.

5. In-Service

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

6. Hepatitis B Vaccine

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 needle sticks or cuts by other sharps that may have patient blood, blood products, or bodily 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 an on-the-job needle stick or cut, as described.

ARTICLE 30: GRIEVANCE AND ARBITRATION

A. Definitions

In this Article the following definitions apply:

1. Definition of Grievance

Grievance means a dispute raised by an employee, the Union or the Employer concerning the interpretation or application of any provision in this Agreement. Unless otherwise provided in this Agreement, a violation of this Agreement is subject to this Grievance and Arbitration procedure set forth below.

2. Definition of Days

Days means calendar days. In this Article, whenever a period of time is specified the day of the event or action which commences the period shall not be included

calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

B. Limitation on Precedents

Settlements reached with Shop Stewards in Step 1 of the grievance procedure shall not establish a precedent or a practice for future cases unless by specific written agreement signed by a Field Representative and by the Employer.

C. Informal Resolution or the Initiating of a Grievance

The Employer and the Union recognize that the goal of this grievance and arbitration procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. The employee or the Union Representative (Field Representative or Shop Steward) may first confer with the supervisor or with such other person as the Employer may designate and attempt to settle the matter.

1. Step 1

The Union must initiate the grievance procedure by completing and delivering a grievance form to the Director of Human Resources or designee within fourteen (14) days of the date upon which the Union first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

A meeting to resolve the grievance shall take place within fourteen (14) days after the filing of the grievance.

In this meeting the parties shall engage in a full and frank discussion of their respective positions including the supporting rationale for their positions. A representative from the Director of Human Resources or designee will respond in writing within fourteen (14) days of the meeting.

D. Timeliness/Failure to Meet Grievance Timelines

If the Employer does not timely respond to a Union or an employee grievance, the grievance shall automatically move to the next step.

E. Employer Grievances

Employer grievances shall be submitted at the Step 1 level in writing on the appropriate form directly to the Union's Field Representative. If requested, a Union Representative and a representative of the Human Resources Department shall meet in an effort to resolve the grievance within fourteen (14) days of the date of the written grievance. The Union shall provide an answer, in writing, within fourteen (14) days following the meeting, or within fourteen (14) days after the date of the Employers' grievance if no meeting is requested.

If the Union's Step 1 answer is not satisfactory, or if no answer is given within the specified time period, the matter shall be submitted to arbitration by written request of the Employers in accordance with the time limits set forth for a Union request for arbitration and subject to the provisions of Step 1 above and Section H below.

F. **Union Participation**

A representative of the Union, designated by the Union, has the right to prompt notice from the Employer of any grievances filed by individual employees.

A Union Representative and/or Steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

G. **Mediation By Mutual Agreement at All Facilities**

Prior to arbitrating, the parties may submit any grievance to mediation by mutual agreement. However, such mediation shall not delay the arbitration.

H. **Arbitration**

1. **Demand for Arbitration**

If the grievance is not resolved in Step 1, either party may proceed by submitting a written request for arbitration to the other party (a) within fourteen (14) days after the due date of the Step 1 response or (b) within fourteen (14) days following the receipt of the Step 1 response. A Union request for arbitration will be sent to the Director of Human Resources or designee.

2. **Selection of Arbitrator**

The Parties will select an arbitrator within seven (7) days of notice of intent to arbitrate. The parties will select an arbitrator by alternately striking a name from the following list of arbitrators:

- (a) Matthew Goldberg
- (b) Robert Hirsch
- (c) Barry Winograd
- (d) Andria Knapp
- (e) Richard Kagen
- (f) John Kagel
- (g) Frank Silver

The order of striking will be determined by the winner of a coin toss.

3. Arbitration Hearing and Decision
The arbitrator shall hear the submitted grievances as expeditiously as possible, and shall render a decision in writing within fourteen (14) days after the conclusion of the last hearing or submission of briefs, whichever is later.
4. Arbitration Fees and Costs
The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties, except in the case of a postponement that results in the cancellation of an arbitration date. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.
5. Arbitration Postponements and Cancellations
Either party has the right to one (1) postponement of a case. If the postponement results in a cancellation fee to the arbitrator, the proposing party shall pay the arbitrator's cancellation fee, unless a date is substituted at no additional cost.
6. Arbitrator's Authority
The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.
7. Processing Grievances in Good Faith
Consistent with the Preamble of this Agreement, the parties agree that it is in everyone's best interests to address grievances in a timely, professional and ethical manner. With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement the Field Representative of the Union or Shop Steward may inspect relevant material in the employee's personnel file upon which the Employer will be relying. Such information will be provided in a timely manner. The Union may request other information it deems relevant to the processing of a grievance, and if the Employer is in agreement that the information is relevant, the Union will be provided with it. In the event of a disagreement on the appropriateness or relevance of any information requested, such disputes are not subject to the grievance procedure. This does not preclude either party from exercising its rights under any applicable Federal or California State laws.
8. Employee Participation
The Employer and the Union agree that employees having direct knowledge of facts giving rise to a grievance should be free to participate on behalf of any party

in all steps of the Grievance and Arbitration Procedure, and should be free from recriminations from either side for so doing.

ARTICLE 31: DISCIPLINE & DISCHARGE

A. Just Cause

The Employer may only discipline or terminate any employee for just cause.

B. Progressive Discipline

Unless circumstances warrant severe actions, the Employer will utilize a system of progressive discipline. Progressive steps shall include verbal counselings, and/or warnings, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. Except where prohibited by law, if after a one (1) year period of time following the issuance of discipline, there has been no discipline of a similar nature, the disciplinary notice will be removed from the employee's record upon request from the employee. Time spent on a leave of absence does not count toward the time frame to remove discipline from an employee's file.

C. Investigatory Suspension

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

D. Written Disciplinary Action

A written warning is a document designated as such by the Employers. 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 Article 30, Grievance and Arbitration.

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 personnel file.
2. Employees will receive copies of all disciplinary notice(s) 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 Employer and the Union agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

F. **Weingarten Rights**

The following holding of the United States Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Employer when an employee, upon his or her request, is entitled to have a Union Representative (Field Representative or Union steward) 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 Employer will notify the employee of their right to Union representation prior to any investigatory interview where the Employer reasonably believes that such investigation may result in disciplinary action. The right to the presence of a Union Representative (Field Representative or Union steward) is conditioned upon a requirement that the Union Representative (Field Representative or Union steward) be available for participation in such investigatory interview within twenty-four (24) hours, excluding Saturday, Sunday, and holidays, of the employee's request for his/her presence.

ARTICLE 32: FIELD REPRESENTATIVES' VISITS & SHOP STEWARDS

A. **Field Representatives' Visits**

Duly authorized Union Field Representatives shall be allowed access to visit the facility at all times to ensure compliance with this Agreement and to conduct Union business. This right shall be exercised reasonably so as not to interfere with the Employers' operations or the work of any employee. The Union Field Representatives shall advise the Director of Human Resources or his/her designee immediately, in person or by telephone, upon entering the campus of the departments and areas the representative will visit.

B. **Union Shop Stewards/Representational Leaders**

Union Stewards/Representational Leaders lead the representation work of the Union at the facility level. Both parties recognize the critical role of trained Union Stewards/Representational Leaders as the primary representatives of employees in grievances, discipline and other matters.

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 may designate one steward per facility as the Rep. Chair.
2. The functions of the Union steward include the authority to (1) 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 will be released without loss of pay to attend grievance and Weingarten meetings scheduled during working hours. Investigation of grievances by such stewards shall normally be conducted during non-working hours. Otherwise, Union stewards shall perform their functions or Union related activities on their own time. 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. Upon notification to the manager, if the Union steward wishes to schedule a meeting with an employee during the steward's work shift, release time shall not be unreasonably denied.

4. Union stewards shall not direct any employee 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 other employee.
5. The Employer's designated representative will meet with two Union Representatives (Field Representative and/or Union Stewards) and any affected employee on any grievance or issue concerning this Agreement. If additional employee(s) or Union Representatives have firsthand facts to present as a witness concerning the Union's grievance issue, however, then such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.
6. Upon advance written request and subject to staffing and scheduling needs, the Employer will provide up to four (4) days without pay per calendar year to a Union steward for the purpose of participating in Union educational programs.
7. Upon proper advance notice, the Employer shall continue to exercise good faith efforts to release duly recognized shop stewards to leave their normal work to attend the monthly shop steward meeting. No more than four (4) hours of such release time per month will be allowed. Stewards not scheduled to work will not receive any pay for attendance at such meeting. The paid time spent at monthly steward meetings will not count towards overtime calculations. Within thirty days of the ratification of the contract, the Union will provide to the Employer a schedule of the Union Steward's Council regularly scheduled meeting, for the next twelve (12) months (and will further submit a schedule on an annual basis for succeeding years of this Agreement). A maximum of one (1) steward for every twenty-five (25) bargaining unit employees shall receive the release time, not to exceed twelve (12).
8. Time spent attending arbitration hearings by shop stewards, grievants and witnesses called by the Union shall be unpaid.

C. **Employee Representatives to Union Negotiating Committee**

Upon proper advance notice, the Employer shall continue to exercise good faith efforts to release employees appointed to the Union's Negotiating Committee, subject to staffing, scheduling, and immediate patient care needs. A maximum of six (6) such employees who miss time worked from their regular work schedule due to attending negotiating sessions including caucuses shall be paid by the Employer for all hours missed from work up to the employee's regular scheduled work hours. Additionally, they shall suffer no loss of seniority, benefits or of paid time off accruals, including extended sick leave. Such release time shall not be counted towards the computation of overtime or any premium pay.

ARTICLE 33: NO STRIKE/NO LOCKOUT

There shall be no strike, work stoppage or other interruption of work during the life of this Agreement by the Union or employees. During the life of this Agreement there shall be no sympathy strikes by the Union. Furthermore, the Union will not threaten to engage in any activity prohibited by this Article. Similarly, there shall be no lockout by the Employer during the life of the Agreement. Informational picketing is not prohibited if the Union provides a timely 8(g) notice; if its activity is limited to such picketing; and if the Union's 8(g) notice and other communications clearly say that its activity will be limited to such picketing.

ARTICLE 34: CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operation in whole or in part, the Employer shall comply with the following:

A. **Notification**

The Employer shall notify the Union in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required.

B. **Successor**

This agreement shall be binding upon the Union and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies.

C. **Conditions and Liabilities**

In the event the Employer desires to sell or otherwise transfer the establishment or engage in any future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this collective bargaining agreement and all its obligations thereof shall be binding upon any purchaser or transferee. Prior to taking any action described in this provision, the Employer shall be liable for all the compensation and payment due and owing to the employees or the Union.

ARTICLE 35: SEVERABILITY & SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

If a provision in this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

ARTICLE 36: ORGANIZING RIGHTS

The Employer and the Union agree to the following union recognition procedure. This procedure is intended to provide employees freedom of choice on the question of unionization.

A. Statement of Philosophy

The Employer and the Union support the philosophy that positive relationships arise from shared creativity and responsibility; the recognition and protection of basic human rights of workers; and the representation of workers' interest in those decisions that affect them in a way that assures that their voice will be consistently and effectively heard.

The Employer also support the right of workers to form and join an employee organization. They support their right to choose not to do so. It is important when employees are making such a choice that accurate information about the goals and vision of any organization that is seeking to represent them be available to the employees to assist them in making their decision.

B. Notice of Intent to Organize

When employees have begun signing union authorization cards in an appropriate unit, as defined herein, the Union shall promptly notify the Employer of the employees in that unit of its intent to organize a group of employees and identify an appropriate unit.

Within seven days of the Union's notification to the Employer of its intent to organize an appropriate unit, the Employer and the Union will distribute a jointly signed reproduction of the Recognition Procedure as described herein.

C. Appropriate Unit Defined

The parties agree that, except as provided herein, an appropriate unit is that which is defined by the National Labor Relations Board for healthcare providers. Appropriate bargaining units shall be as follows:

1. All professional employees, except physicians and registered nurses;
2. All technical employees, except those already included in existing units;
3. All home health non-professional employees;
4. All home health professional employees;
5. All residual service and maintenance employees; and
6. All Business Office Clerical Employees.

Bargaining units pursuant to this provision will be on a single facility basis, and shall be as set forth in the National Labor Relations Board Health Care Rules.

D. Determination of Majority Status/Election

Upon presentation of the percentage of union authorization cards required by the NLRB to the NLRB from the employees in an appropriate bargaining unit, as defined above, employees in any of the appropriate bargaining units are entitled to petition for an election to be held by the NLRB in an expedient and timely manner.

The Employer and Union agree to the mutual goal of scheduling an election conducted by the NLRB within forty-five (45) days of the filing of the petition.

If, within three (3) weeks after filing the petition, the Board fails or is unable to schedule an election within forty-five days, the parties shall meet and decide upon a third party to conduct and oversee the election process. The parties agree that the selection of the third party shall be from among Charles Askin, Boren Cherkov, Dan Altemus or any other mutually agreed upon third party based on the availability to adhere to the timelines set forth herein. The election shall be held within forty-five (45) days after filing the petition. The election will be conducted in a mutually agreeable location and manner and shall follow generally accepted NLRB guidelines.

Within five (5) days after the election is directed by the Board or alternative third party, the Employer will provide the Union with a list of the names, addresses, and current telephone numbers of employees in the appropriate unit the Union seeks to organize, subject to applicable laws.

The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where a majority of employees vote for NUHW representation, subject to applicable law. Such employees shall be accreted into and covered by this Agreement upon certification of the election results by the NLRB or third party. Where classifications are accreted into this Agreement that are not currently covered, the parties will meet and negotiate over their wages and other terms and conditions that are not already covered by this Agreement.

E. Code of Conduct

1. Employees shall be entitled to make a decision regarding union representation free from coercion, intimidation, promises, or threats.
2. The Employer and the Union agree that they will communicate only that which they believe to be factual and will do so in a way that does not personally attack officers, executives, representatives, employees, or sponsors of either the Employer or the Union.
3. The Employer will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.

4. The Employer agrees that their authorized communication with employees regarding unionization shall take place in group meetings and that they shall not initiate one-on-one conversations with employees about Union representation. Employee participation in Hospital initiated group meetings for the purpose of discussing unionization shall be voluntary.
5. During the period following provisions of notice of "Intent to Organize" as described above, the parties will meet periodically to regulate adherence to the Code of Conduct.

F. **Dispute Resolution**

Regardless of who conducts the election, the parties agree that they will use the rules and procedures approved by the National Labor Relations Board to ensure that a fair and representative election occurs in an appropriate bargaining unit as defined above among properly eligible employees, and that if the NLRB processes are utilized, that they will not abuse such processes for purposes of delay or any other improper purposes.

The parties agree that, upon filing of the petition with the Board, the Union and the Employer will meet promptly and will exert their best efforts to identify and resolve issues concerning supervisors, managerial employees, and confidential employees before a hearing is scheduled before the Board or third party. Should any disagreements arise that cannot be resolved between the parties, any such employee whose eligibility is in dispute at the time of the election shall be allowed to vote by challenge ballot. The NLRB or third party (whichever conducts the election or is chosen by the parties) shall have the authority to fully resolve any such disputes with respect to the inclusion or exclusion of any classification in the unit and the eligibility of any employee to vote. When so utilized, both parties agree to accept and be bound by all of the decisions of the third party or NLRB.

ARTICLE 37: TERM OF AGREEMENT

This Agreement shall be effective as of November 1, 2016, and shall remain in effect until October 31, 2019.

November 1 shall be the anniversary date of this Agreement. Beginning on November 1, 2019, this Agreement shall automatically be renewed for one (1) year on each anniversary date unless it is terminated in accordance with the procedure hereafter set forth. This Agreement may be terminated as of November 1, 2019, or any anniversary date thereafter by written notice of the Employer or the Union to the other, delivered at least ninety (90) days before November 1, 2019 or any anniversary date thereafter.

SETON MEDICAL CENTER / SETON
MEDICAL CENTER-COASTSIDE

John Ferrelli 3-1-17
John Ferrelli, CEO Date

Charmion Patton 3.1.17
Charmion Patton,
Director, Human Resources Date

NATIONAL UNION OF
HEALTHCARE WORKERS

Sal Rosselli 3/24/17
Sal Rosselli, President Date

Daniel Martin 3/24/17
Daniel Martin,
Asst. to the President Date

Laura Watson 3/24/17
Laura Watson, Organizer Date

Suad Husary 3/16/17
Suad Husary Date

Jenneth Manalese 3/21/17
Jenneth Manalese Date

Charlene Kelly 3/24/17
Charlene Kelly Date

Rosalie Zamora 3/16/17
Rosalie Zamora Date

Amiame Fanaika 3/16/17
Amiame Fanaika Date

Juan Pedroza 3/16
Juan Pedroza Date

APPENDIX A: SIDE LETTER AGREEMENTS

1. **Side Letter for Cluster Floating for LVNs (Seton Campus Only)**

LVNs required to work on units other than their regularly assigned unit will be considered "Floating".

An LVN required to float to another unit shall only float within nursing clusters as defined below unless the LVN wishes to float outside of the particular cluster.

CLUSTERS:

Critical Care	CCU, ICU
Telemetry/Medical Surgical	Floors 5, 6, 7,9,10
Surgical Department	Surgery, PACU, Outpatient Surgery
Women's Health	OB/GYN, Nursery
Subacute	4th Floor

2. **Side Letter – Medi-Cal Pass Through Phase Out**

The parties agree that employees who are currently receiving the Medi-Cal pass through will be grandfathered in and continue to receive those amounts. Additionally, employees who previously received the Medi-Cal pass through payments but whose payments have been discontinued in the last year shall also be grandfathered in and will start receiving those amounts.

However, such employees shall not receive yearly across the board increases, step progression or market adjustments until such time as the employee's base rate of pay and current Medi-Cal pass through amounts are equal to or exceed the effective collective bargaining wage grid. At such time, the Employee shall transition to the effective collective bargaining wage grid rate. Employees hired on or after the date of ratification of this Agreement shall be ineligible for the receipt of any Medi-Cal pass through as currently paid.

3. **Side Letter – Respiratory Care Practitioner III Acting Lead**

The parties agree that a member of management will designate an Acting Lead for each shift. The Acting Lead shall first be offered to a Respiratory Care Practitioner III, and then a Respiratory Care Practitioner II, and then a Respiratory Care Practitioner I. The Acting Lead shall receive a differential of 10% of base hourly pay for the shift in which the employee is designated as Acting Lead. Employees shall not receive this differential when they are not designated as Acting Lead by a member of management.

All grievances, demands for arbitrations, and/or unfair labor practice charges related to this matter shall be withdrawn. The Union is not precluded from enforcing this side letter post ratification.

4. **Side Letter – Diagnostic/General Sonographer Career Ladder**

Must perform in Ultrasound fifty percent (50%) of the time to be at the Sonographer level.

Sonographer 1

A Sonographer 1 must have one ARDMS registry in any specialty (abdomen or OB/GYN required). Competency must be demonstrated and maintained.

Sonographer 2

A Sonographer 2 must have two ARDMS registries in any specialty (abdomen or OB/GYN required). Competency must be demonstrated and maintained.

Sonographer 3

A Sonographer 3 must be registered and competent in three ARDMS in any specialty or two registries and a governed certification, such as NT Practitioner (meets the qualifications for Sonographer 2 plus any ARDMS registries or any governed certifications). Competency must be demonstrated and maintained.

Sonographer 4

A Sonographer 4 must be registered and competent in four ARDMS in any specialty or three registries and a governed certification, such as NT Practitioner (meets the qualifications for Sonographer 2 plus any ARDMS registries or any governed certifications). Competency must be demonstrated and maintained.

Professional Specialty Sonographer Modalities

- OB/GYN or Abdomen (Required for hire as a Sonographer 1, both required for Sonographer 2)
- Breast
- Nuchal Translucency
- Neonatal/Pediatric Sonography
- Musculoskeletal
- Vascular

5. **Side Letter – Radiologic Technologist Career Ladder**

Radiologic Tech 1

Eligibility for the Radiologic Tech 1 classification requires demonstrated competency in one modality. This is an entry level position. The employee must obtain a fluoroscopy permit and venipuncture certification within six (6) months of employment. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

Radiologic Tech 2

Eligibility for the Radiologic Tech 2 classification requires demonstrated competency in two modalities or five (5) years' experience. This classification requires both a fluoroscopy permit and a venipuncture certification. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

Radiologic Tech 3

Eligibility for the Radiologic Tech 3 classification requires demonstrated competency in three modalities or ten (10) years' experience. This classification requires both a CA fluoroscopy permit and a CA venipuncture certification. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

Radiologic Tech 4

Eligibility for the Radiologic Tech 4 classification requires demonstrated competency in four modalities or fifteen (15) years' experience or competency in any of the following: Interventional Cath Lab Technology, Interventional Radiology Technology, MRI, CT, or Mammography. This classification requires both a CA fluoroscopy permit and a CA venipuncture certification (Interventional Cath Lab Technologists are not required to have venipuncture certification).

Radiologic Tech 5

Eligibility for the Radiologic Tech 5 classification requires demonstrated competency in four modalities, or ten (10) years' experience or competency in Interventional Cath Lab Technology, Interventional Radiology, Nuclear Medicine, MRI, CT, or Mammography. The Radiologic Tech 5 classification requires advanced certification in the primary modality worked. (For the Interventional Cath Lab Technologist, this can include being ACLS certified and qualified to be part of the stemi-response team.) This classification requires both a CA fluoroscopy permit and a CA venipuncture certification (Interventional Cath Lab Technologists are not required to have venipuncture certification).

Professional Modalities

- General Diagnostic
- MRI
- CT
- Mammography
- Ultrasound
- Interventional Radiology
- Nuclear Medicine
- Interventional Cath Lab

6. **Side Letter – Operating Room Technologist Career Ladder**

Operating Room Tech I

Eligibility for the Operating Room Tech 1 classification requires completion and passing from an accredited Operating Room Technician School and/or military program. This is an entry level position. If not already certified, the employee must obtain certification within one (1) year of employment. Must obtain BLS certification before employment at Seton Medical Center.

Operating Room Tech II

Eligibility for the Operating Room Tech 2 classification requires demonstrated competency in four (4) specialties and at least two (2) years experience. The employee must have obtained and maintained certification as an Operating Room Technician, Certified Operating Room Technician (CORT). BLS certification required.

Operating Room Tech, Senior

Eligibility for Operating Room Tech, Senior classification requires demonstrated competency in at least 7 (seven) surgical specialties and at least four (4) years experience. Employee does not scrub hearts. Employee must be a Certified Operating Room Technician. BLS certification required.

Operating Room Tech, Senior plus hearts

Eligibility for Operating Room Tech, Senior plus hearts classification requires demonstrated competency in at least 7 (seven) surgical specialties and at least eight (8) years experience. In addition, the employee must scrub cardiothoracic services line including open heart and CABG (coronary artery bypass graft) procedures. The employee must have obtained and maintained certification as an Operating Room Technician, CORT. BLS certification required.

Training: When there is a scrub position opening on the heart team, Seton Medical Center OR will train an OR Tech, Senior to scrub cardiothoracic, CABG and open heart procedures. The ORT will be trained by an experienced heart scrub nurse, OR Tech, Senior or combination of both. Once the trainee has completed 10 procedures, the trainee, the trainer(s) and the manager/director will meet to discuss the progress of the trainee. We will evaluate whether the trainee can independently function as an ORT during cardiothoracic cases. If all agree that the ORT is proficient in all cases, the trainee will have completed their training and be expected to function independently on these cases. When the next heart call schedule comes out, the ORT will be placed on the call schedule prescribed by the rules that are followed in the OR for call. The ORT will no longer be required to take general call if they are meeting their obligation of taking heart call. The ORT can take call on both schedules, should they so choose, as long as the heart call schedule is completely covered. Call is required on the heart call schedule and, once the ORT is independently functioning as a cardiac team member, the primary duty as it relates to call, is to cover the heart call, as needed.

Specialties

- General/Urology
- Ortho/Podiatry
- Spine
- Neuro
- Vascular
- Eyes
- ENT
- Cardiothoracic
- CABG, Open Heart
- OB/GYN
- Plastics

The parties agreed to certain market adjustments as a result of this Agreement that are effective the pay period beginning March 26, 2017.

APPENDIX B: WAGE SCALES

EFFECTIVE FIRST FULL PAY PERIOD AFTER RATIFICATION								
Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Admitting Coord	26.0947	26.6592	27.2378	27.8024	28.3810	28.9454	29.5199	30.0869
Anesthesia Tech	29.7603	30.3242	30.8882	31.4522	32.0161	32.5800	33.1440	33.7079
Anesthesia Tech, Senior	40.3187	40.9190	41.5322	42.1454	42.7718	43.4111	44.0505	44.7082
Bed Control Coord	26.0947	26.6592	27.2378	27.8024	28.3810	28.9454	29.5199	30.0869
Cardiology Tech	28.0871	28.7304	29.3589	30.0026	30.6309	31.2744	31.9028	32.5462
Cardiopulmonary Rehab Aide	26.5258	27.0013	27.4771	27.9528	28.4286	28.9043	29.3799	29.8066
Cath Lab Service Tech	41.1363	41.6828	42.2292	42.7756	43.3220	43.8684	44.4148	44.9614
Central Serv Tech I	25.1367	25.5752	26.0137	26.4522	26.8905	27.3290	27.7673	28.2368
Central Serv Tech II	26.1423	26.6043	27.0663	27.5281	27.9900	28.4520	28.9139	29.3759
Cert Nursing Assistant	24.8020	25.2408	25.6797	26.1186	26.5574	26.9962	27.4351	27.8740
Client Service Rep	26.3477	26.8603	27.3731	27.8858	28.3829	28.8956	29.4083	29.9209
Clinical Lab Tech	27.8762	28.3621	28.8614	29.3606	29.8597	30.3589	30.9895	32.5003
Console Operator	23.2311	23.7267	24.2222	24.7176	25.1986	25.6941	26.1897	26.6851
Cook	26.4224	26.9444	27.4794	28.0274	28.5754	29.1365	29.7106	30.2979
Cyto Tech	48.3243	49.3870	50.6562	51.9256	53.1949	54.4641	55.7334	54.6067
Cyto Tech SR	52.8512	54.0094	55.1794	56.3377	57.4836	58.6419	59.8119	60.9580
Data Entry Clerk	22.7610	23.1601	23.5735	23.9725	24.3858	24.7849	25.1982	25.5973
Dietary Clerk	24.9842	25.3962	25.8240	26.2359	26.6635	27.0754	27.5033	27.9152
Driver	22.4253	22.6934	22.9616	23.2297	23.4979	23.7660	24.0342	24.3869
Echo Tech I	49.2825	50.2023	51.1220	52.0418	52.9616	53.8815	54.8013	55.7145
Echo Tech II (RDMS)	50.7560	52.4685	54.1810	55.8936	57.6060	59.3186	61.0311	62.7254
Env Svc Tech	22.4418	22.7838	23.1259	23.4679	23.8240	24.1660	24.5080	24.8500
ER Tech	23.8130	24.2179	24.6226	25.0275	25.4469	25.8517	26.2566	26.6614
File Clerk	22.2915	22.6763	23.0468	23.4317	23.8165	24.2013	24.5719	24.9567
Film-File Clerk, Lead	24.9842	25.4053	25.8407	26.2617	26.6973	27.1181	27.5538	27.9747
Food Service Aide	22.4659	22.8411	23.2307	23.6058	23.9810	24.3562	24.7458	25.1208
Histo Tech	38.6372	39.2535	39.8551	40.4714	41.0731	41.6895	42.2911	42.9073
Hospital Attendant	23.2819	23.6952	24.1083	24.5216	24.9205	25.3338	25.7468	26.1600
Instrument Tech	28.0871	28.5817	29.0764	29.5710	30.0657	30.5604	31.0550	31.5496
Inventory Clerk	23.4961	23.8836	24.2711	24.6586	25.0461	25.4337	25.8213	26.2087
Lab Asst I/Clerk	24.0546	24.4656	24.8767	25.2876	25.6984	26.1094	26.5204	26.9313
Lab Asst II/Phlebotomist	25.6948	26.1605	26.6261	27.0918	27.5574	28.0232	28.4889	28.9850
Lab Asst III/Phlebotomist+Processing	26.4886	26.9784	27.4683	27.9581	28.4481	28.9380	29.4277	29.9177
Library Asst	23.0039	23.4274	23.8507	24.2741	24.6975	25.1208	25.5442	26.9132
Linen Service Worker	22.7641	23.1028	23.4414	23.7801	24.1330	24.4717	24.8103	25.1492
LVN	32.5091	33.0981	33.6873	34.2763	34.8655	35.4547	36.0438	36.6626
LVN, Senior	34.1346	34.8745	35.6143	36.3542	37.0939	37.8338	38.5736	39.3481
Mail Clerk	22.2915	22.6763	23.0468	23.4317	23.8165	24.2013	24.5719	24.9567
Med Rec Clk II	25.3221	25.7881	26.2542	26.7203	27.1863	27.6524	28.1185	29.4233
Med Rec Clk III	26.3410	26.8536	27.3662	27.8787	28.3757	28.8882	29.4007	30.1462
Med Transcriber	30.0822	30.7327	31.3832	32.0337	32.6987	33.3492	33.9997	34.6502
Medical Assistant	24.8568	25.2864	25.8446	26.3316	26.8470	27.2050	29.2954	29.2954
Monitor Tech	24.9576	25.3914	25.8252	26.2589	26.6926	27.1265	27.5603	27.9942
MRI Tech	50.3285	51.0757	51.8229	52.5702	53.3174	54.0646	54.8119	55.5717
Neurology Tech	33.0469	33.7054	34.3785	35.0658	35.7673	36.4832	37.1992	38.8744
Nuc Med Asst	32.9077	33.5039	34.1003	34.6967	35.2931	35.8893	36.4858	37.1120
Nuc Med Tech	53.3099	54.4502	55.5907	56.7311	57.8715	59.0119	60.1521	61.2925
Nursing Asst I	23.2819	23.6952	24.1083	24.5216	24.9205	25.3338	25.7468	26.1600
Office Assistant	25.2624	25.7274	26.1922	26.6572	27.1222	27.5872	28.0522	29.3539
Office Coord	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Office Coord, Senior	28.3245	28.3245	28.8607	28.8607	29.3830	29.8910	30.3991	34.3507
OR Attendant	25.5028	25.9544	26.4060	26.8574	27.2944	27.7459	28.1973	28.6489
OR Tech I	33.3869	34.0144	34.6421	35.2697	35.8973	36.5247	37.1524	37.8158
OR Tech II	34.5530	35.1853	35.8204	36.4552	37.1220	37.7563	38.3900	39.0603
OR Tech, Senior	40.3187	40.9190	41.5321	42.1454	42.7718	43.4111	44.0504	44.7029

EFFECTIVE FIRST FULL PAY PERIOD AFTER RATIFICATION

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Pathology Asst	34.5530	35.1791	35.8054	36.4314	37.0576	37.6838	38.3099	38.9677
Pharmacy Tech	26.9354	27.4269	27.9186	28.4101	28.8872	29.3787	29.8704	30.3620
Pharmacy Tech, Sr	28.2932	28.7799	29.2668	29.7536	30.2260	30.7130	31.1997	31.7296
Pre-Admissions Registrar	26.2708	26.8391	27.4217	27.9899	28.5725	29.1409	29.7193	30.2900
PT Aide	23.4131	23.8153	24.2175	24.6197	25.0067	25.4090	25.8111	26.2133
PT Asst	32.6951	33.5981	34.5277	35.4308	36.3471	37.2633	38.1796	39.0960
Pulmonary Function Tech	41.6078	42.2593	42.9107	43.5621	44.2136	44.8771	45.5285	46.1799
R.O.I. Tech	26.3477	26.8603	27.3731	27.8858	28.3829	28.8956	29.4083	29.9831
Rad Tech I	40.2501	40.7848	41.3194	41.8540	42.3888	42.9234	43.4579	43.9927
Rad Tech II	43.8222	44.5103	45.1984	45.8865	46.5746	47.2627	47.9509	48.6389
Rad Tech III	45.1368	46.6561	48.1754	49.6948	51.2142	52.7336	54.2528	55.7723
Rad Tech IV	52.8599	54.1705	55.5207	56.8976	58.3140	59.7702	61.2529	63.1989
Rad Tech V	54.4457	55.7956	57.1864	58.6046	60.0635	61.5633	63.0905	65.0948
Radiation Therapist	55.3376	56.4425	57.5784	58.7300	59.8972	61.0956	63.5387	67.3357
Radiology Aide	23.0770	23.4735	23.8698	24.2663	24.6478	25.0442	25.4406	25.8370
Radiology Asst	33.3869	33.9919	34.5969	35.2020	35.8070	36.4120	37.0171	37.6525
Radiology Tech Asst	32.9077	33.5039	34.1003	34.6967	35.2931	35.8893	36.4858	37.1120
RCP I (Unreg)	38.7689	39.9268	41.1245	42.3489	43.6133	44.9175	46.2617	47.8856
RCP II (Reg)	42.8819	44.1848	45.4876	46.7905	48.0933	49.3962	50.6990	52.0018
RCP III	45.6632	47.0672	48.4440	49.8344	51.2249	52.6014	53.9917	55.3684
Receptionist	23.2311	23.6384	24.0602	24.4677	24.8894	25.2968	25.7186	26.1260
Registrar/Admitting Officer	24.5146	25.0016	25.4770	25.9524	26.4157	26.8911	27.3664	27.9011
Respiratory Care Aide	23.2819	23.6870	24.0795	24.4846	24.8645	25.2696	25.6619	26.0671
Restorative Aide (CNA)	24.8917	25.3201	25.7486	26.1769	26.6053	27.0337	27.4622	27.8905
Restorative Aide (not CNA)	24.4460	24.8844	25.3229	25.7613	26.1998	26.6382	27.0764	27.4697
Secretary	24.9842	25.4403	25.8964	26.3524	26.8227	27.2788	27.7349	28.1910
Simulation Therapist	55.3376	56.4343	57.5756	58.7166	59.9021	61.0878	63.5182	67.1639
SNF Staff RN	55.3376	57.6641	59.9906	62.3173	64.6438	66.9703	69.2969	71.6234
Staffing Clerk	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Storekeeper	23.1247	23.4809	23.8372	24.1934	24.5496	24.9058	25.2621	25.5789
Transporter	23.6210	23.9965	24.3721	24.7477	25.1234	25.5123	25.7001	26.8537
Ultrasound Tech I	49.2825	50.2023	51.1220	52.0418	52.9616	53.8815	54.8013	55.7145
Ultrasound Tech II	50.7560	52.4685	54.1810	55.8936	57.6060	59.3186	61.0311	62.7254
Ultrasound Tech III	52.2742	54.0326	55.8049	57.5631	59.3215	61.0937	62.8519	64.5964
Ultrasound Tech IV	53.8425	55.6535	57.4790	59.2900	61.1012	62.9265	64.7375	66.5343
Unit Coordinator	24.1390	24.4913	24.8567	25.2219	25.8484	26.4877	27.8055	29.1888
Unit Coordinator, Sr	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193
Vascular Tech II	50.7560	52.4685	54.1810	55.8936	57.6060	59.3186	61.0311	62.7254
Waiter/Waitress	22.1861	22.5565	22.9412	23.3118	23.6822	24.0527	24.4374	24.8079
Dietary Clerk II	27.0993	27.2847	29.6743	30.3953	31.1163	32.7952	32.9703	34.3093
Centralized Scheduler	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Bed Control Lead	28.7042	29.3251	29.9616	30.5826	31.2191	31.8399	32.4719	33.0956
Cook Lead	29.0646	29.6388	30.2273	30.8302	31.4329	32.0502	32.6816	33.3276
Echo Tech II Lead	55.8316	57.7154	59.5990	61.4830	63.3666	65.2504	67.1342	68.9979
Env Svc Tech Lead	24.6860	25.0622	25.4385	25.8147	26.2064	26.5826	26.9588	27.3350
Food Service Lead	24.7125	25.1252	25.5538	25.9664	26.3791	26.7918	27.2203	27.6329
Histology Tech Lead	42.5009	43.1789	43.8406	44.5185	45.1804	45.8584	46.5202	47.1981
Inventory Clerk Lead	25.8457	26.2720	26.6982	27.1245	27.5507	27.9771	28.4034	28.8295
Linen Service Worker Lead	25.0405	25.4131	25.7855	26.1581	26.5463	26.9188	27.2914	27.6641
Med Transcriber Lead	33.0904	33.8060	34.5216	35.2371	35.9685	36.6841	37.3997	38.1152
Nuc Med Tech Lead	58.6409	59.8953	61.1497	62.4042	63.6586	64.9131	66.1673	67.4217
Rad Tech III Lead	49.6505	51.3217	52.9930	54.6642	56.3356	58.0070	59.6781	61.3495
Radiology Asst Lead	36.7256	37.3911	38.0566	38.7222	39.3877	40.0532	40.7189	41.4177
SNF Staff RN Lead	60.8713	63.4306	65.9897	68.5490	71.1082	73.6673	76.2265	78.7858
Staffing Clerk Lead	28.9825	29.6095	30.2521	30.8791	31.5218	32.1489	32.7915	34.0141
Ultrasound Tech III Lead	57.5017	59.4358	61.3854	63.3194	65.2537	67.2031	69.1371	71.0560

EFFECTIVE FIRST FULL PAY PERIOD AFTER JULY 1, 2017

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Admitting Coord	26.0947	26.6592	27.2378	27.8024	28.3810	28.9454	29.5199	30.0869
Anesthesia Tech	32.7506	33.3712	33.9918	34.6125	35.2330	35.8536	36.4742	37.0949
Anesthesia Tech, Senior	40.3187	40.9190	41.5322	42.1454	42.7718	43.4111	44.0505	44.7082
Bed Control Coord	26.0947	26.6592	27.2378	27.8024	28.3810	28.9454	29.5199	30.0869
Cardiology Tech	28.0871	28.7304	29.3589	30.0026	30.6309	31.2744	31.9028	32.5462
Cardiopulmonary Rehab Aide	26.5258	27.0013	27.4771	27.9528	28.4286	28.9043	29.3799	29.8066
Cath Lab Service Tech	41.1363	41.6828	42.2292	42.7756	43.3220	43.8684	44.4148	44.9614
Central Serv Tech I	25.1367	25.5752	26.0137	26.4522	26.8905	27.3290	27.7673	28.2368
Central Serv Tech II	26.1423	26.6043	27.0663	27.5281	27.9900	28.4520	28.9139	29.3759
Cert Nursing Assistant	24.9207	25.3616	25.8026	26.2436	26.6845	27.1254	27.5664	28.0074
Client Service Rep	26.3477	26.8603	27.3731	27.8858	28.3829	28.8956	29.4083	29.9209
Clinical Lab Tech	27.8762	28.3621	28.8614	29.3606	29.8597	30.3589	30.9895	32.5003
Console Operator	23.2311	23.7267	24.2222	24.7176	25.1986	25.6941	26.1897	26.6851
Cook	26.4224	26.9444	27.4794	28.0274	28.5754	29.1365	29.7106	30.2979
Cyto Tech	48.3243	49.3870	50.6562	51.9256	53.1949	54.4641	55.7334	54.6067
Cyto Tech SR	52.8512	54.0094	55.1794	56.3377	57.4836	58.6419	59.8119	60.9580
Data Entry Clerk	22.7610	23.1601	23.5735	23.9725	24.3858	24.7849	25.1982	25.5973
Dietary Clerk	24.9842	25.3962	25.8240	26.2359	26.6635	27.0754	27.5033	27.9152
Driver	22.4253	22.6934	22.9616	23.2297	23.4979	23.7660	24.0342	24.3869
Echo Tech I	50.9331	51.8837	52.8342	53.7849	54.7355	55.6861	56.6367	57.5805
Echo Tech II (RDMS)	54.8844	56.7363	58.5880	60.4400	62.2917	64.1435	65.9954	67.8275
Env Svc Tech	22.4418	22.7838	23.1259	23.4679	23.8240	24.1660	24.5080	24.8500
ER Tech	23.9270	24.3338	24.7404	25.1473	25.5687	25.9754	26.3822	26.7890
File Clerk	22.2915	22.6763	23.0468	23.4317	23.8165	24.2013	24.5719	24.9567
Film-File Clerk, Lead	24.9842	25.4053	25.8407	26.2617	26.6973	27.1181	27.5538	27.9747
Food Service Aide	22.4659	22.8411	23.2307	23.6058	23.9810	24.3562	24.7458	25.1208
Histo Tech	38.6372	39.2535	39.8551	40.4714	41.0731	41.6895	42.2911	42.9073
Hospital Attendant	23.2819	23.6952	24.1083	24.5216	24.9205	25.3338	25.7468	26.1600
Instrument Tech	28.0871	28.5817	29.0764	29.5710	30.0657	30.5604	31.0550	31.5496
Inventory Clerk	23.4961	23.8836	24.2711	24.6586	25.0461	25.4337	25.8213	26.2087
Lab Asst I/Clerk	24.0546	24.4656	24.8767	25.2876	25.6984	26.1094	26.5204	26.9313
Lab Asst II/Phlebotomist	25.6948	26.1605	26.6261	27.0918	27.5574	28.0232	28.4889	28.9850
Lab Asst III/Phlebotomist+Processing	26.4886	26.9784	27.4683	27.9581	28.4481	28.9380	29.4277	29.9177
Library Asst	23.0039	23.4274	23.8507	24.2741	24.6975	25.1208	25.5442	26.9132
Linen Service Worker	22.7641	23.1028	23.4414	23.7801	24.1330	24.4717	24.8103	25.1492
LVN	32.5091	33.0981	33.6873	34.2763	34.8655	35.4547	36.0438	36.6626
LVN, Senior	34.1346	34.8745	35.6143	36.3542	37.0939	37.8338	38.5736	39.3481
Mail Clerk	22.2915	22.6763	23.0468	23.4317	23.8165	24.2013	24.5719	24.9567
Med Rec Clk II	25.3221	25.7881	26.2542	26.7203	27.1863	27.6524	28.1185	29.4233
Med Rec Clk III	26.3410	26.8536	27.3662	27.8787	28.3757	28.8882	29.4007	30.1462
Med Transcriber	30.2261	30.8798	31.5334	32.1870	32.8551	33.5088	34.1624	34.8160
Medical Assistant	24.9757	25.4074	25.9683	26.4576	26.9754	27.3352	29.4356	29.4356
Monitor Tech	25.7935	26.2418	26.6901	27.1383	27.5867	28.0351	28.4834	28.9318
MRI Tech	50.3285	51.0757	51.8229	52.5702	53.3174	54.0646	54.8119	55.5717
Neurology Tech	33.2050	33.8667	34.5430	35.2336	35.9385	36.6578	37.3772	39.0604
Nuc Med Asst	32.9077	33.5039	34.1003	34.6967	35.2931	35.8893	36.4858	37.1120
Nuc Med Tech	53.5650	54.7108	55.8566	57.0025	58.1484	59.2942	60.4399	61.5858
Nursing Asst I	23.2819	23.6952	24.1083	24.5216	24.9205	25.3338	25.7468	26.1600
Office Assistant	25.2624	25.7274	26.1922	26.6572	27.1222	27.5872	28.0522	29.3539
Office Coord	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Office Coord, Senior	28.3245	28.3245	28.8607	28.8607	29.3830	29.8910	30.3991	34.3507
OR Attendant	25.8689	26.3269	26.7850	27.2430	27.6861	28.1442	28.6021	29.0601
OR Tech I	34.1856	34.8282	35.4708	36.1135	36.7561	37.3985	38.0412	38.7205
OR Tech II	34.5530	35.1853	35.8204	36.4552	37.1220	37.7563	38.3900	39.0603
OR Tech, Senior	41.5283	42.1466	42.7781	43.4098	44.0555	44.7134	45.3719	46.0448
OR Tech, Senior/heart	42.3346	42.9650	43.6087	44.2527	44.9104	45.5817	48.4554	51.4083
Pathology Asst	34.5530	35.1791	35.8054	36.4314	37.0576	37.6838	38.3099	38.9677

EFFECTIVE FIRST FULL PAY PERIOD AFTER JULY 1, 2017

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Pharmacy Tech	27.3220	27.8205	28.3194	28.8179	29.3019	29.8004	30.2991	30.7978
Pharmacy Tech, Sr	29.2408	29.7438	30.2470	30.7501	31.2384	31.7416	32.2447	32.7924
Pre-Admissions Registrar	26.2708	26.8391	27.4217	27.9899	28.5725	29.1409	29.7193	30.2900
PT Aide	25.3175	25.7525	26.1873	26.6222	27.0408	27.4757	27.9105	28.3455
PT Asst	32.6951	33.5981	34.5277	35.4308	36.3471	37.2633	38.1796	39.0960
Pulmonary Function Tech	41.6078	42.2593	42.9107	43.5621	44.2136	44.8771	45.5285	46.1799
R.O.I. Tech	26.3477	26.8603	27.3731	27.8858	28.3829	28.8956	29.4083	29.9831
Rad Tech I	41.5981	42.1508	42.7033	43.2558	43.8085	44.3610	44.9134	45.4662
Rad Tech II	45.2899	46.0011	46.7123	47.4233	48.1345	48.8457	49.5569	50.2680
Rad Tech III	46.6485	48.2188	49.7890	51.3592	52.9295	54.4998	56.0699	57.6402
Rad Tech IV	54.6303	55.9848	57.3803	58.8033	60.2671	61.7721	63.3044	65.3156
Rad Tech V	56.2692	57.6644	59.1017	60.5674	62.0751	63.6253	65.2035	67.2751
Radiation Therapist	55.3376	56.4425	57.5784	58.7300	59.8972	61.0956	63.5387	67.3357
Radiology Aide	23.0770	23.4735	23.8698	24.2663	24.6478	25.0442	25.4406	25.8370
Radiology Asst	36.1026	36.7568	37.4110	38.0653	38.7196	39.3737	40.0281	40.7151
Radiology Tech Asst	32.9077	33.5039	34.1003	34.6967	35.2931	35.8893	36.4858	37.1120
RCP I (Unreg)	39.6964	40.8820	42.1084	43.3621	44.6567	45.9921	47.3685	49.0311
RCP II (Reg)	44.3181	45.6647	47.0111	48.3576	49.7041	51.0506	52.3971	53.7435
RCP III	46.3186	47.7428	49.1394	50.5497	51.9601	53.3565	54.7667	56.1631
Receptionist	23.2311	23.6384	24.0602	24.4677	24.8894	25.2968	25.7186	26.1260
Registrar/Admitting Officer	24.8664	25.3605	25.8427	26.3249	26.7949	27.2771	27.7592	28.3016
Respiratory Care Aide	23.2819	23.6870	24.0795	24.4846	24.8645	25.2696	25.6619	26.0671
Restorative Aide (CNA)	24.8917	25.3201	25.7486	26.1769	26.6053	27.0337	27.4622	27.8905
Restorative Aide (not CNA)	24.4460	24.8844	25.3229	25.7613	26.1998	26.6382	27.0764	27.4697
Secretary	24.9842	25.4403	25.8964	26.3524	26.8227	27.2788	27.7349	28.1910
Simulation Therapist	55.3376	56.4343	57.5756	58.7166	59.9021	61.0878	63.5182	67.1639
SNF Staff RN	55.3376	57.6641	59.9906	62.3173	64.6438	66.9703	69.2969	71.6234
Staffing Clerk	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Storekeeper	23.1247	23.4809	23.8372	24.1934	24.5496	24.9058	25.2621	25.5789
Transporter	23.7340	24.1114	24.4887	24.8661	25.2436	25.6344	25.8231	26.9822
Ultrasound Tech I	53.2911	54.2858	55.2803	56.2749	57.2695	58.2642	59.2588	60.2463
Ultrasound Tech II	54.8844	56.7363	58.5880	60.4400	62.2917	64.1435	65.9954	67.8275
Ultrasound Tech III	56.5262	58.4276	60.3440	62.2453	64.1467	66.0631	67.9643	69.8506
Ultrasound Tech IV	58.2220	60.1804	62.1544	64.1126	66.0711	68.0450	70.0032	71.9461
Unit Coordinator	24.1390	24.4913	24.8567	25.2219	25.8484	26.4877	27.8055	29.1888
Unit Coordinator, Sr	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193	29.9193
Vascular Tech II	54.8844	56.7363	58.5880	60.4400	62.2917	64.1435	65.9954	67.8275
Waiter/Waitress	22.1861	22.5565	22.9412	23.3118	23.6822	24.0527	24.4374	24.8079
Dietary Clerk II	27.0993	27.2847	29.6743	30.3953	31.1163	32.7952	32.9703	34.3093
Centralized Scheduler	26.3477	26.9177	27.5019	28.0719	28.6561	29.2263	29.8105	30.9219
Bed Control Lead	28.7042	29.3251	29.9616	30.5826	31.2191	31.8399	32.4719	33.0956
Cook Lead	29.0646	29.6388	30.2273	30.8302	31.4329	32.0502	32.6816	33.3276
Echo Tech II Lead	60.3729	62.4099	64.4468	66.4840	68.5209	70.5579	72.5949	74.6102
Env Svc Tech Lead	24.6860	25.0622	25.4385	25.8147	26.2064	26.5826	26.9588	27.3350
Food Service Lead	24.7125	25.1252	25.5538	25.9664	26.3791	26.7918	27.2203	27.6329
Histology Tech Lead	42.5009	43.1789	43.8406	44.5185	45.1804	45.8584	46.5202	47.1981
Inventory Clerk Lead	25.8457	26.2720	26.6982	27.1245	27.5507	27.9771	28.4034	28.8295
Linen Service Worker Lead	25.0405	25.4131	25.7855	26.1581	26.5463	26.9188	27.2914	27.6641
Med Transcriber Lead	33.2488	33.9677	34.6867	35.4057	36.1406	36.8596	37.5786	38.2976
Nuc Med Tech Lead	58.9215	60.1819	61.4423	62.7028	63.9632	65.2237	66.4839	67.7443
Rad Tech III Lead	51.3134	53.0406	54.7679	56.4951	58.2225	59.9498	61.6769	63.4043
Radiology Asst Lead	39.7129	40.4324	41.1521	41.8718	42.5915	43.3111	44.0309	44.7867
SNF Staff RN Lead	60.8713	63.4306	65.9897	68.5490	71.1082	73.6673	76.2265	78.7858
Staffing Clerk Lead	28.9825	29.6095	30.2521	30.8791	31.5218	32.1489	32.7915	34.0141
Ultrasound Tech III Lead	62.1788	64.2703	66.3784	68.4698	70.5614	72.6694	74.7607	76.8357

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 1, 2017

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Admitting Coord	26.8776	27.4590	28.0550	28.6364	29.2325	29.8137	30.4055	30.9895
Anesthesia Tech	33.7331	34.3723	35.0116	35.6508	36.2900	36.9292	37.5684	38.2077
Anesthesia Tech, Senior	41.5283	42.1466	42.7781	43.4098	44.0549	44.7134	45.3720	46.0494
Bed Control Coord	26.8776	27.4590	28.0550	28.6364	29.2325	29.8137	30.4055	30.9895
Cardiology Tech	28.9297	29.5923	30.2397	30.9026	31.5498	32.2126	32.8599	33.5226
Cardiopulmonary Rehab Aide	27.3216	27.8114	28.3014	28.7913	29.2815	29.7714	30.2613	30.7007
Cath Lab Service Tech	42.3704	42.9332	43.4961	44.0589	44.6217	45.1845	45.7473	46.3102
Central Serv Tech I	25.8908	26.3425	26.7941	27.2457	27.6972	28.1489	28.6003	29.0839
Central Serv Tech II	26.9266	27.4024	27.8783	28.3539	28.8297	29.3056	29.7813	30.2572
Cert Nursing Assistant	25.6683	26.1224	26.5767	27.0309	27.4850	27.9391	28.3934	28.8476
Client Service Rep	27.1381	27.6662	28.1943	28.7224	29.2344	29.7625	30.2905	30.8185
Clinical Lab Tech	28.7125	29.2129	29.7273	30.2414	30.7555	31.2697	31.9192	33.4753
Console Operator	23.9281	24.4385	24.9489	25.4592	25.9546	26.4649	26.9754	27.4857
Cook	27.2151	27.7527	28.3038	28.8683	29.4327	30.0106	30.6019	31.2068
Cyto Tech	49.7740	50.8686	52.1759	53.4834	54.7907	56.0981	57.4054	56.2449
Cyto Tech SR	54.4367	55.6297	56.8347	58.0278	59.2081	60.4012	61.6063	62.7867
Data Entry Clerk	23.4439	23.8549	24.2807	24.6917	25.1173	25.5284	25.9542	26.3652
Dietary Clerk	25.7337	26.1581	26.5987	27.0229	27.4634	27.8877	28.3284	28.7526
Driver	23.0980	23.3742	23.6504	23.9266	24.2028	24.4790	24.7553	25.1185
Echo Tech I	52.4611	53.4403	54.4193	55.3984	56.3775	57.3567	58.3358	59.3079
Echo Tech II (RDMS)	56.5310	58.4384	60.3457	62.2532	64.1605	66.0679	67.9753	69.8623
Env Svc Tech	23.1151	23.4673	23.8196	24.1720	24.5387	24.8909	25.2433	25.5955
ER Tech	24.6448	25.0638	25.4826	25.9017	26.3357	26.7547	27.1737	27.5926
File Clerk	22.9602	23.3566	23.7382	24.1346	24.5310	24.9273	25.3090	25.7054
Film-File Clerk, Lead	25.7337	26.1674	26.6160	27.0496	27.4982	27.9317	28.3805	28.8139
Food Service Aide	23.1399	23.5263	23.9276	24.3140	24.7004	25.0869	25.4881	25.8744
Histo Tech	39.7963	40.4311	41.0508	41.6855	42.3053	42.9401	43.5598	44.1945
Hospital Attendant	23.9804	24.4060	24.8315	25.2573	25.6682	26.0938	26.5192	26.9448
Instrument Tech	28.9297	29.4391	29.9487	30.4581	30.9677	31.4772	31.9867	32.4961
Inventory Clerk	24.2009	24.6001	24.9993	25.3984	25.7975	26.1967	26.5959	26.9949
Lab Asst I/Clerk	24.7763	25.1996	25.6230	26.0463	26.4693	26.8926	27.3161	27.7392
Lab Asst II/Phlebotomist	26.4656	26.9453	27.4249	27.9045	28.3842	28.8639	29.3435	29.8546
Lab Asst III/Phlebotomist+Processing	27.2833	27.7877	28.2924	28.7969	29.3015	29.8061	30.3105	30.8152
Library Asst	23.6940	24.1302	24.5662	25.0023	25.4385	25.8744	26.3105	27.2206
Linen Service Worker	23.4471	23.7959	24.1446	24.4935	24.8570	25.2058	25.5546	25.9037
LVN	33.4843	34.0911	34.6979	35.3046	35.9115	36.5183	37.1251	37.7625
LVN, Senior	35.1587	35.9207	36.6827	37.4448	38.2067	38.9688	39.7308	40.5285
Mail Clerk	22.9602	23.3566	23.7382	24.1346	24.5310	24.9273	25.3090	25.7054
Med Rec Clk II	26.0818	26.5618	27.0418	27.5219	28.0019	28.4820	28.9620	30.3060
Med Rec Clk III	27.1312	27.6593	28.1872	28.7151	29.2269	29.7549	30.2828	31.0506
Med Transcriber	31.1329	31.8062	32.4794	33.1526	33.8408	34.5140	35.1873	35.8605
Medical Assistant	25.7250	26.1696	26.7473	27.2513	27.7847	28.1552	30.3187	30.3187
Monitor Tech	26.5673	27.0291	27.4909	27.9525	28.4143	28.8761	29.3379	29.7997
MRI Tech	51.8383	52.6080	53.3776	54.1473	54.9170	55.6865	56.4562	57.2388
Neurology Tech	34.2011	34.8827	35.5793	36.2906	37.0166	37.7575	38.4985	40.2322
Nuc Med Asst	33.8949	34.5091	35.1233	35.7376	36.3518	36.9660	37.5804	38.2254
Nuc Med Tech	55.1720	56.3521	57.5323	58.7126	59.8928	61.0731	62.2531	63.4333
Nursing Asst I	23.9804	24.4060	24.8315	25.2573	25.6682	26.0938	26.5192	26.9448
Office Assistant	26.0203	26.4993	26.9779	27.4569	27.9358	28.4148	28.8937	30.2345
Office Coord	27.1381	27.7252	28.3270	28.9141	29.5158	30.1030	30.7048	31.8496
Office Coord, Senior	29.1742	29.1742	29.7265	29.7265	30.2645	30.7877	31.3111	35.3812
OR Attendant	26.6449	27.1167	27.5886	28.0602	28.5167	28.9885	29.4601	29.9319
OR Tech I	35.2112	35.8730	36.5349	37.1969	37.8588	38.5205	39.1824	39.8821
OR Tech II	35.5896	36.2409	36.8950	37.5489	38.2357	38.8890	39.5417	40.2321
OR Tech, Senior	42.7741	44.0574	45.3791	46.7405	48.1427	49.5870	51.0746	52.6068
OR Tech, Senior/heart	43.6046	44.9128	46.2602	47.6480	49.0774	50.5497	52.0662	53.6282
Pathology Asst	35.5896	36.2345	36.8795	37.5244	38.1694	38.8143	39.4592	40.1367

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 1, 2017

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Pharmacy Tech	28.1417	28.6552	29.1690	29.6824	30.1810	30.6944	31.2081	31.7217
Pharmacy Tech, Sr	30.1180	30.6362	31.1544	31.6726	32.1755	32.6939	33.2120	33.7761
Pre-Admissions Registrar	27.0589	27.6443	28.2443	28.8296	29.4297	30.0151	30.6109	31.1987
PT Aide	26.0771	26.5250	26.9729	27.4209	27.8520	28.3000	28.7479	29.1958
PT Asst	33.6759	34.6060	35.5635	36.4937	37.4375	38.3812	39.3250	40.2689
Pulmonary Function Tech	42.8560	43.5270	44.1980	44.8690	45.5400	46.2234	46.8943	47.5653
R.O.I. Tech	27.1381	27.6662	28.1943	28.7224	29.2344	29.7625	30.2905	30.8826
Rad Tech I	42.8461	43.4153	43.9844	44.5535	45.1227	45.6918	46.2608	46.8301
Rad Tech II	46.6486	47.3811	48.1136	48.8460	49.5786	50.3111	51.0436	51.7760
Rad Tech III	48.0480	49.6653	51.2826	52.9000	54.5174	56.1348	57.7520	59.3695
Rad Tech IV	56.2692	57.6644	59.1017	60.5674	62.0751	63.6253	65.2035	67.2751
Rad Tech V	57.9573	59.3943	60.8748	62.3844	63.9374	65.5340	67.1597	69.2933
Radiation Therapist	56.9977	58.1357	59.3058	60.4919	61.6941	62.9285	65.4449	69.3558
Radiology Aide	23.7694	24.1777	24.5859	24.9943	25.3872	25.7956	26.2038	26.6121
Radiology Asst	37.1857	37.8595	38.5334	39.2073	39.8811	40.5549	41.2289	41.9366
Radiology Tech Asst	33.8949	34.5091	35.1233	35.7376	36.3518	36.9660	37.5804	38.2254
RCP I (Unreg)	40.8872	42.1085	43.3716	44.6629	45.9964	47.3719	48.7895	50.5021
RCP II (Reg)	45.6477	47.0346	48.4214	49.8084	51.1952	52.5821	53.9690	55.3558
RCP III	47.7082	49.1751	50.6136	52.0662	53.5189	54.9572	56.4097	57.8480
Receptionist	23.9281	24.3475	24.7820	25.2017	25.6361	26.0557	26.4901	26.9097
Registrar/Admitting Officer	25.6124	26.1213	26.6180	27.1146	27.5987	28.0954	28.5919	29.1506
Respiratory Care Aide	23.9804	24.3976	24.8019	25.2192	25.6104	26.0277	26.4318	26.8492
Restorative Aide (CNA)	25.6385	26.0797	26.5210	26.9622	27.4035	27.8447	28.2860	28.7273
Restorative Aide (not CNA)	25.1794	25.6309	26.0825	26.5342	26.9858	27.4373	27.8887	28.2938
Secretary	25.7337	26.2035	26.6733	27.1430	27.6274	28.0972	28.5670	29.0367
Simulation Therapist	56.9977	58.1273	59.3028	60.4781	61.6992	62.9204	65.4238	69.1788
SNF Staff RN	56.9977	59.3941	61.7903	64.1868	66.5831	68.9794	71.3758	73.7721
Staffing Clerk	27.1381	27.7252	28.3270	28.9141	29.5158	30.1030	30.7048	31.8496
Storekeeper	23.8185	24.1853	24.5523	24.9192	25.2861	25.6530	26.0200	26.3463
Transporter	24.4460	24.8347	25.2234	25.6121	26.0009	26.4034	26.5978	27.7916
Ultrasound Tech I	54.8899	55.9143	56.9387	57.9632	58.9876	60.0121	61.0365	62.0537
Ultrasound Tech II	56.5310	58.4384	60.3457	62.2532	64.1605	66.0679	67.9753	69.8623
Ultrasound Tech III	58.2220	60.1804	62.1544	64.1126	66.0711	68.0450	70.0032	71.9461
Ultrasound Tech IV	59.9687	61.9858	64.0190	66.0360	68.0532	70.0863	72.1033	74.1045
Unit Coordinator	24.8631	25.2261	25.6024	25.9786	26.6238	27.2823	28.6396	30.0644
Unit Coordinator, Sr	30.8169	30.8169	30.8169	30.8169	30.8169	30.8169	30.8169	30.8169
Vascular Tech II	56.5310	58.4384	60.3457	62.2532	64.1605	66.0679	67.9753	69.8623
Waiter/Waitress	22.8517	23.2332	23.6294	24.0111	24.3926	24.7742	25.1705	25.5521
Dietary Clerk II	27.9123	28.1032	30.5645	31.3072	32.0498	33.7791	33.9594	35.3386
Centralized Scheduler	27.1381	27.7252	28.3270	28.9141	29.5158	30.1030	30.7048	31.8496
Bed Control Lead	29.5653	30.2049	30.8605	31.5001	32.1557	32.7951	33.4461	34.0885
Cook Lead	29.9366	30.5280	31.1341	31.7551	32.3759	33.0117	33.6621	34.3275
Echo Tech II Lead	62.1841	64.2822	66.3802	68.4785	70.5765	72.6746	74.7728	76.8485
Env Svc Tech Lead	25.4266	25.8141	26.2016	26.5892	26.9926	27.3800	27.7676	28.1550
Food Service Lead	25.4539	25.8789	26.3204	26.7454	27.1704	27.5956	28.0369	28.4618
Histology Tech Lead	43.7759	44.4742	45.1559	45.8541	46.5358	47.2342	47.9158	48.6140
Inventory Clerk Lead	26.6210	27.0602	27.4992	27.9382	28.3772	28.8164	29.2555	29.6944
Linen Service Worker Lead	25.7918	26.1755	26.5591	26.9429	27.3427	27.7264	28.1101	28.4940
Med Transcriber Lead	34.2462	34.9868	35.7273	36.4679	37.2249	37.9654	38.7060	39.4465
Nuc Med Tech Lead	60.6892	61.9873	63.2856	64.5838	65.8821	67.1804	68.4784	69.7767
Rad Tech III Lead	52.8528	54.6319	56.4109	58.1900	59.9691	61.7483	63.5272	65.3064
Radiology Asst Lead	40.9042	41.6454	42.3867	43.1280	43.8693	44.6104	45.3518	46.1303
SNF Staff RN Lead	62.6975	65.3335	67.9693	70.6055	73.2415	75.8773	78.5133	81.1493
Staffing Clerk Lead	29.8520	30.4978	31.1597	31.8055	32.4674	33.1133	33.7753	35.0346
Ultrasound Tech III Lead	64.0442	66.1984	68.3698	70.5239	72.6782	74.8495	77.0036	79.1407

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 1, 2018

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Admitting Coord	27.6839	28.2827	28.8966	29.4955	30.1094	30.7081	31.3177	31.9192
Anesthesia Tech	34.7451	35.4035	36.0619	36.7204	37.3787	38.0370	38.6955	39.3539
Anesthesia Tech, Senior	42.7741	43.4110	44.0615	44.7121	45.3766	46.0548	46.7332	47.4309
Bed Control Coord	27.6839	28.2827	28.8966	29.4955	30.1094	30.7081	31.3177	31.9192
Cardiology Tech	29.7976	30.4801	31.1469	31.8297	32.4963	33.1790	33.8457	34.5283
Cardiopulmonary Rehab Aide	28.1412	28.6457	29.1505	29.6551	30.1599	30.6645	31.1692	31.6218
Cath Lab Service Tech	43.6415	44.2212	44.8009	45.3806	45.9603	46.5400	47.1197	47.6995
Central Serv Tech I	26.6676	27.1327	27.5979	28.0631	28.5282	28.9933	29.4583	29.9565
Central Serv Tech II	27.7344	28.2245	28.7147	29.2045	29.6946	30.1847	30.6747	31.1649
Cert Nursing Assistant	26.4384	26.9061	27.3740	27.8418	28.3096	28.7773	29.2452	29.7130
Client Service Rep	27.9523	28.4961	29.0401	29.5841	30.1114	30.6554	31.1992	31.7431
Clinical Lab Tech	29.5739	30.0893	30.6191	31.1486	31.6782	32.2078	32.7668	34.4796
Console Operator	24.6459	25.1716	25.6973	26.2229	26.7332	27.2588	27.7847	28.3103
Cook	28.0315	28.5853	29.1529	29.7343	30.3156	30.9110	31.5199	32.1430
Cyto Tech	51.2673	52.3946	53.7412	55.0879	56.4344	57.7810	59.1276	57.9322
Cyto Tech SR	56.0698	57.2986	58.5398	59.7687	60.9843	62.2132	63.4544	64.6703
Data Entry Clerk	24.1472	24.5705	25.0091	25.4325	25.8709	26.2943	26.7328	27.1561
Dietary Clerk	26.5057	26.9428	27.3966	27.8336	28.2873	28.7243	29.1782	29.6152
Driver	23.7910	24.0754	24.3599	24.6444	24.9289	25.2134	25.4979	25.8721
Echo Tech I	54.0350	55.0435	56.0519	57.0604	58.0689	59.0774	60.0859	61.0872
Echo Tech II (RDMS)	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Env Svc Tech	23.8086	24.1713	24.5342	24.8971	25.2749	25.6377	26.0006	26.3634
ER Tech	25.3841	25.8157	26.2471	26.6788	27.1258	27.5573	27.9889	28.4204
File Clerk	23.6490	24.0573	24.4503	24.8587	25.2669	25.6752	26.0683	26.4766
Film-File Clerk, Lead	26.5057	26.9524	27.4144	27.8610	28.3232	28.7696	29.2319	29.6784
Food Service Aide	23.8341	24.2321	24.6455	25.0434	25.4414	25.8395	26.2528	26.6506
Histo Tech	40.9902	41.6440	42.2823	42.9361	43.5745	44.2283	44.8666	45.5204
Hospital Attendant	24.6998	25.1382	25.5765	26.0150	26.4382	26.8766	27.3148	27.7532
Instrument Tech	29.7976	30.3223	30.8471	31.3719	31.8967	32.4215	32.9463	33.4710
Inventory Clerk	24.9270	25.3382	25.7492	26.1603	26.5714	26.9826	27.3938	27.8048
Lab Asst I/Clerk	25.5195	25.9555	26.3917	26.8276	27.2634	27.6994	28.1355	28.5714
Lab Asst II/Phlebotomist	27.2596	27.7536	28.2476	28.7417	29.2357	29.7298	30.2238	30.7502
Lab Asst III/Phlebotomist+Processing	28.1018	28.6214	29.1412	29.6608	30.1806	30.7003	31.2199	31.7397
Library Asst	24.4049	24.8541	25.3032	25.7524	26.2016	26.6506	27.0998	28.5522
Linen Service Worker	24.1505	24.5098	24.8689	25.2283	25.6027	25.9620	26.3213	26.6808
LVN	34.4889	35.1138	35.7388	36.3638	36.9888	37.6138	38.2389	38.8954
LVN, Senior	36.2134	36.9983	37.7832	38.5681	39.3529	40.1378	40.9227	41.7444
Mail Clerk	23.6490	24.0573	24.4503	24.8587	25.2669	25.6752	26.0683	26.4766
Med Rec Clk II	26.8643	27.3586	27.8531	28.3475	28.8420	29.3364	29.8309	31.2152
Med Rec Clk III	27.9452	28.4890	29.0328	29.5765	30.1038	30.6475	31.1912	31.9822
Med Transcriber	32.0669	32.7603	33.4538	34.1472	34.8560	35.5494	36.2429	36.9363
Medical Assistant	26.4967	26.9547	27.5498	28.0689	28.6182	28.9999	31.2282	31.2282
Monitor Tech	27.3644	27.8400	28.3156	28.7911	29.2667	29.7424	30.2180	30.6937
MRI Tech	53.3935	54.1863	54.9789	55.7717	56.5645	57.3571	58.1499	58.9560
Neurology Tech	35.2272	35.9292	36.6467	37.3793	38.1271	38.8903	39.6534	41.4392
Nuc Med Asst	34.9118	35.5443	36.1770	36.8097	37.4424	38.0750	38.7078	39.3722
Nuc Med Tech	56.8271	58.0427	59.2583	60.4740	61.6896	62.9053	64.1207	65.3363
Nursing Asst I	24.6998	25.1382	25.5765	26.0150	26.4382	26.8766	27.3148	27.7532
Office Assistant	26.8009	27.2942	27.7873	28.2806	28.7739	29.2673	29.7605	31.1415
Office Coord	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Office Coord, Senior	30.0494	30.0494	30.6183	30.6183	31.1724	31.7114	32.2504	36.4427
OR Attendant	27.4443	27.9302	28.4162	28.9020	29.3722	29.8581	30.3440	30.8299
OR Tech I	36.2675	36.9492	37.6310	38.3128	38.9946	39.6761	40.3579	41.0786
OR Tech II	36.6573	37.3281	38.0019	38.6753	39.3828	40.0557	40.7279	41.4390
OR Tech, Senior	44.0574	45.3791	46.7405	48.1427	49.5870	51.0746	52.6068	54.1850
OR Tech, Senior/heart	44.9128	46.2602	47.6480	49.0774	50.5497	52.0662	53.6282	55.2371
Pathology Asst	36.6573	37.3215	37.9859	38.6501	39.3145	39.9787	40.6430	41.3408

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 1, 2018

Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Pharmacy Tech	28.9859	29.5148	30.0440	30.5729	31.0864	31.6153	32.1444	32.6734
Pharmacy Tech, Sr	31.0215	31.5552	32.0891	32.6228	33.1408	33.6747	34.2084	34.7894
Pre-Admissions Registrar	27.8707	28.4736	29.0917	29.6945	30.3126	30.9155	31.5292	32.1347
PT Aide	26.8594	27.3208	27.7821	28.2435	28.6876	29.1490	29.6103	30.0717
PT Asst	34.6862	35.6442	36.6304	37.5885	38.5606	39.5327	40.5048	41.4770
Pulmonary Function Tech	44.1417	44.8328	45.5240	46.2150	46.9062	47.6101	48.3012	48.9923
R.O.I. Tech	27.9523	28.4961	29.0401	29.5841	30.1114	30.6554	31.1992	31.8091
Rad Tech I	44.1315	44.7178	45.3039	45.8901	46.4764	47.0626	47.6486	48.2351
Rad Tech II	48.0481	48.8026	49.5570	50.3114	51.0659	51.8204	52.5749	53.3293
Rad Tech III	49.4894	51.1553	52.8211	54.4870	56.1529	57.8189	59.4846	61.1505
Rad Tech IV	57.9573	59.3943	60.8748	62.3844	63.9374	65.5340	67.1597	69.2933
Rad Tech V	59.6960	61.1761	62.7010	64.2560	65.8555	67.5001	69.1744	71.3721
Radiation Therapist	58.7076	59.8798	61.0850	62.3066	63.5449	64.8163	67.4083	71.4365
Radiology Aide	24.4824	24.9030	25.3235	25.7441	26.1488	26.5694	26.9899	27.4105
Radiology Asst	38.3012	38.9952	39.6894	40.3835	41.0776	41.7716	42.4658	43.1947
Radiology Tech Asst	34.9118	35.5443	36.1770	36.8097	37.4424	38.0750	38.7078	39.3722
RCP I (Unreg)	42.1139	43.3717	44.6728	46.0028	47.3763	48.7931	50.2532	52.0171
RCP II (Reg)	47.0171	48.4456	49.8741	51.3026	52.7311	54.1596	55.5880	57.0165
RCP III	49.1394	50.6504	52.1320	53.6282	55.1245	56.6059	58.1020	59.5835
Receptionist	24.6459	25.0780	25.5254	25.9577	26.4052	26.8374	27.2848	27.7170
Registrar/Admitting Officer	26.3808	26.9050	27.4165	27.9281	28.4267	28.9383	29.4497	30.0251
Respiratory Care Aide	24.6998	25.1296	25.5460	25.9758	26.3788	26.8085	27.2247	27.6546
Restorative Aide (CNA)	26.4076	26.8621	27.3166	27.7711	28.2256	28.6800	29.1346	29.5891
Restorative Aide (not CNA)	25.9348	26.3998	26.8650	27.3302	27.7954	28.2604	28.7254	29.1426
Secretary	26.5057	26.9896	27.4735	27.9573	28.4563	28.9401	29.4240	29.9078
Simulation Therapist	58.7076	59.8712	61.0819	62.2924	63.5502	64.8080	67.3865	71.2542
SNF Staff RN	58.7076	61.1759	63.6440	66.1124	68.5806	71.0488	73.5170	75.9853
Staffing Clerk	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Storekeeper	24.5330	24.9109	25.2889	25.6667	26.0447	26.4226	26.8006	27.1367
Transporter	25.1794	25.5797	25.9801	26.3804	26.7809	27.1955	27.3957	28.6254
Ultrasound Tech I	56.5366	57.5918	58.6468	59.7020	60.7572	61.8124	62.8676	63.9153
Ultrasound Tech II	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Ultrasound Tech III	59.9687	61.9858	64.0190	66.0360	68.0532	70.0863	72.1033	74.1045
Ultrasound Tech IV	61.7677	63.8454	65.9396	68.0171	70.0948	72.1889	74.2664	76.3276
Unit Coordinator	25.6090	25.9829	26.3705	26.7579	27.4225	28.1008	29.4988	30.9664
Unit Coordinator, Sr	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414
Vascular Tech II	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Waiter/Waitress	23.5372	23.9302	24.3383	24.7315	25.1244	25.5175	25.9256	26.3187
Dietary Clerk II	28.7496	28.9463	31.4815	32.2464	33.0113	34.7924	34.9782	36.3987
Centralized Scheduler	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Bed Control Lead	30.4523	31.1110	31.7863	32.4451	33.1204	33.7790	34.4494	35.1111
Cook Lead	30.8347	31.4438	32.0681	32.7077	33.3472	34.0020	34.6719	35.3573
Echo Tech II Lead	64.0496	66.2107	68.3716	70.5328	72.6938	74.8549	77.0160	79.1540
Env Svc Tech Lead	26.1894	26.5885	26.9877	27.3868	27.8024	28.2014	28.6006	28.9997
Food Service Lead	26.2175	26.6553	27.1100	27.5478	27.9856	28.4234	28.8780	29.3157
Histology Tech Lead	45.0892	45.8084	46.5105	47.2297	47.9319	48.6512	49.3533	50.0724
Inventory Clerk Lead	27.4197	27.8720	28.3242	28.7764	29.2285	29.6809	30.1332	30.5852
Linen Service Worker Lead	26.5655	26.9607	27.3558	27.7512	28.1630	28.5582	28.9534	29.3489
Med Transcriber Lead	35.2736	36.0364	36.7992	37.5619	38.3416	39.1044	39.8672	40.6299
Nuc Med Tech Lead	62.5098	63.8469	65.1841	66.5214	67.8586	69.1958	70.5327	71.8700
Rad Tech III Lead	54.4384	56.2708	58.1032	59.9357	61.7682	63.6007	65.4330	67.2656
Radiology Asst Lead	42.1314	42.8948	43.6583	44.4218	45.1853	45.9487	46.7124	47.5142
SNF Staff RN Lead	64.5784	67.2935	70.0084	72.7236	75.4387	78.1537	80.8687	83.5838
Staffing Clerk Lead	30.7475	31.4127	32.0945	32.7597	33.4414	34.1067	34.7885	36.0856
Ultrasound Tech III Lead	65.9655	68.1844	70.4209	72.6396	74.8586	77.0950	79.3137	81.5150

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is yes, Management may have 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?