



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Professional Employees**

**Collective Bargaining Agreement  
with**

**UCSF Benioff Children's Hospital  
& Research Center of Oakland**

**October 21, 2020 – August 31, 2021**

# **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.

*This page is for informational purposes only and is not part of the collective bargaining agreement*

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between UCSF BENIOFF CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND (hereinafter called the "CHRCO," the "Hospital" or the "Employer") and the National Union of Healthcare Workers (NUHW) (hereinafter called the "Union").

## **PREAMBLE**

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

The Employer and the Union agree that all Hospital employees and managers shall treat each other, regardless of position or profession, with dignity, respect, courtesy and trust. The foregoing principle shall also apply in providing services to patients and visitors.

It is mutually agreed that it is the duty and right of the Administration to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, displace, and discharge employees, subject only to the conditions herein set forth.

## **SECTION 1 – RECOGNITION**

### **1.1 BARGAINING UNIT**

- a. The Hospital recognizes the Union as the exclusive bargaining agent for employees in the bargaining unit certified in Case 32-RC-190377. Classifications covered by this Agreement are listed in Appendix A.

- b. Newly Established Classifications

This Agreement shall apply to other classifications that may be established within the scope of the duties now and historically included within the listed classifications and the wage rates of these other classifications will be determined by mutual agreement between the parties.

- c. Exclusions

Excluded from the bargaining unit are office and clerical employees, stationary engineers, guards, supervisors, and such other classifications as may have been historically excluded from the unit.

## 1.2 CLASSIFICATIONS

It is agreed that the Hospital and the Union shall maintain descriptions setting forth job duties in accordance with the duties necessary and traditional in the operation of the Hospital concerned with the care, treatment, and recovery of patients. It is recognized that changes of job titles contained in this Agreement may be necessary in accomplishing this project, and such changes shall be by mutual agreement under the terms of this Agreement.

## 1.3 NOTICE OF MERGERS OR CLOSURES

If the Hospital intends to subcontract any work within the listed classifications, permanently close any facility or department or merge any department or institution, it shall give thirty (30) days' notice to the Union. In accordance with the provisions of Worker Adjustment and Retraining Notification (WARN) Act, the Hospital will give to the Union sixty (60) days' notice of any mass layoff or plant closure as defined by the WARN and as may be required by WARN.

With respect to the impact of such merger or closure, the parties agree to fulfill their obligations under the Federal law.

## 1.4 NO SUBCONTRACTING

The Hospital will not subcontract any bargaining unit work currently performed by the classifications listed in Appendix A.

## 1.5 NON-UNION PERSONNEL PERFORMING BARGAINING UNIT WORK

Notwithstanding anything contained in the Agreement to the contrary, the parties recognize that supervisors, non-unit and non-CHO personnel may perform bargaining unit work in the following circumstances to the extent it has been performed in the past and provided such work will not cause a displacement or daily cancellation of bargaining unit personnel:

- a. where supervisors have previously worked in staffing;
- b. in the course of instructing or training employees in the performance of their job duties;
- c. where an emergency exists and immediate action is required;
- d. where the Hospital previously has relied upon contract, agency, registry, temporary or other non-unit employees to fill seasonal needs or temporary employee shortages; or
- e. where the Hospital lacks the necessary equipment.

## **SECTION 2 – HIRING AND PROBATIONARY PERIOD**

### **2.1 HIRING OF EMPLOYEES**

The Hospital may hire employees from any source, but the Union shall be notified of vacancies in departments under its jurisdiction for the purpose of referring Union applicants to the Hospital. Any person may be employed who, in the judgment of the Hospital, will make the best employee, and the Hospital shall be the sole judge of the fitness of any applicant for the job. Insofar as possible, the Hospital will utilize an employment agency charging a fee to the employee only as a last resort.

### **2.2 PROBATIONARY PERIOD**

A probationary period of one hundred and eighty (180) days from date of first hiring shall be established for newly hired regular exempt employees. For all newly hired nonexempt employees, including short-hour and Per Diem employees, the probationary period shall be ninety (90) days from the date of first hiring or two hundred forty (240) hours of work, whichever is later. During such probationary period the employee may be discharged for any reason which, in the opinion of the Hospital, is just and sufficient, and, except where it is alleged that the Hospital has violated the provisions of Section 22 (No Discrimination), there shall be no recourse to the provisions of Section 33 (Grievance Procedure and Arbitration).

## **SECTION 3 – UNION MEMBERSHIP**

### **3.1 MEMBERSHIP REQUIREMENTS**

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.

### **3.2 FAILURE TO MAINTAIN MEMBERSHIP OR MAKE PAYMENTS**

Employees who are required herein under, to maintain membership or make payments described in Subsection 3.1 above and fail to do so and employees who are required herein under to join the Union and fail to do so shall, upon notice of such action in writing from the Union to the Hospital, be replaced by a competent employee whenever such competent employee is available. The Hospital shall be the sole judge of the competency of such employees.

### 3.3 INFORMATION

At the time of employment, a new employee who will be subject to this Agreement shall be informed of the Agreement and shall read or have paraphrased the provisions of this Section 3 and Section 4 following. The Hospital agrees to distribute a Union packet of information to each new employee at the time of employment. The Union shall supply sufficient quantities of the packets to the Hospital for distribution. The Hospital shall notify the Union in writing prior to depletion of the packet supplies.

### 3.4 NEW EMPLOYEE ORIENTATION

The Union will be given thirty (30) minutes prior to the conclusion of the Hospital's normal orientation program to provide a new member orientation for new bargaining unit employees. Management shall provide notice at least fourteen (14) days in advance of planned scheduled orientations. Written requests made within two (2) business days following such notice being provided to the Union for steward release time for this purpose will not be unreasonably denied.

## **SECTION 4 – VOLUNTARY WRITTEN ASSIGNMENT OF WAGES**

- 4.1 During the term of the Agreement, the Hospital will honor written assignments of wages to the Union for payment of Union initiation fee and dues, provided such assignments are submitted on a form agreed to by the Hospital and the Union.

### 4.2 REMITTING OF DUES

The Hospital will promptly remit the monies deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Such data will be provided in the form of the bank or service organization's computer run of deductions.

- 4.3 Normally, the deduction of such assigned wages will be made on the first (1<sup>st</sup>) pay period of each month for the then current Union membership fees. However, the Union and the Hospital may make other arrangements by mutual consent.

### 4.4 HOLD HARMLESS

The Union will hold harmless the Hospital against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Hospital by reason of failure to perform under this Section.

### 4.5 COPE CHECK OFF

The Hospital will honor assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, when such assignments are submitted on a form agreed to by the Union and the Hospital, and the Hospital will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary



basis. The Union agrees to pay to the Hospital whatever start-up costs are applicable for implementation of this program.

## **SECTION 5 – WAGES**

### **5.1 SCHEDULE OF WAGES**

a. The minimum straight time hourly rates of pay shall be shown in Appendix A attached hereto and made a part hereof. No employee shall have his/her total wages reduced as a result of signing this Agreement.

b. Across-the-Board Wage Increase

Effective the first full pay period of July 2021, employees will receive a three percent (3%) wage increase. (Appendix A)

### **5.2 PAYDAY**

If the Hospital's payday is on Friday, the Hospital will use its best efforts to pay employees working P.M. shifts and night shifts (as defined herein) by the conclusion of their last shift that begins on Thursday. If the Hospital's payday falls on an employee's day off, the Hospital will use its best efforts to have the employee's paycheck available by the end of the shift on the previous workday. If the Hospital uses symbols on payroll checks, such symbols shall be explained to an employee on request. In addition, the Hospital will, to the best of its ability, issue paychecks no later than 3:30 p.m. on a payday. An employee shall be notified of a change in his or her regular rate of pay.

### **5.3 STANDBY PAY**

a. Standby/Call Back Pay for Nonexempt Employees

An employee required to remain on controlled standby and required to ensure his/her availability for work shall receive one half ( $\frac{1}{2}$ ) the straight time hourly rate for the actual hours on controlled standby. If called to work when on "standby," an employee shall receive a minimum of three (3) hours' work or pay at the rate of time and one half ( $1\frac{1}{2}$ ) the straight time hourly rate. An employee instructed to be on "standby" on a paid holiday shall receive three quarters ( $\frac{3}{4}$ ) time for such standby.

b. Standby/Call Back Pay for Exempt Employees

The following flat-rate amounts shall be paid to exempt employees who work on-call. It is understood that "Standby Day" refers to a single incidence of an employee being on-call not longer than twelve (12) hours, and "Standby Holiday" refers to the same on a recognized holiday, while "Standby Night" refers to a single incidence of an employee being on-call not longer than 12 hours with some portion of those hours falling between 6:00pm and 6:00am.

Standby Day	\$265.00
Call Back Day (0-6.99 hours)	\$318.00
Call Back Day (7-10 hours)	\$508.80
Standby Night	\$344.50
Call Back Night (0-6.99 hours)	\$397.50
Call Back Night (7-10 hours)	\$609.50
Standby Holiday	\$477.00
Call Back Holiday (0-6.99 hours)	\$530.00
Call Back Holiday (7-10 hours)	\$689.00

#### 5.4 WEEKEND SHIFTS

- a. Weekend shifts shall be defined as those shifts in which the major portion of the shift is worked on Saturday or Sunday.
- b. A weekend shift differential of five percent (5%) of the straight time rate shall be granted to employees who work a weekend shift, except for employees with twenty (20) or more years of service, who shall receive a seven percent (7%) differential for weekend work.

#### 5.5 CREDIT FOR PREVIOUS EXPERIENCE

An employee hired by the hospital shall start at the second step (at least) of the wage progression for the classification if the employee has had three (3) or more years of verified previous experience within the last five (5) years in the same or equivalent classification at another accredited hospital or licensed facility. An “accredited” hospital is an acute-care facility so certified by the Joint Commission for Accreditation of Hospitals or Medicare.

#### 5.6 PROMOTION

When an employee is promoted into a higher job classification, he/she will be placed on the new grade at a step that provides an increase to current pay. After the promotion, the employee shall receive further increases in pay at annual intervals. The date of promotion shall be the anniversary date for such purposes, based upon the schedule of wages for his/her new job classification.

#### 5.7 SHIFT DIFFERENTIAL

- a. All Pharmacists who work during the hours from 6:00pm to 6:00am shall be paid a shift differential premium of six dollars fifty cents (\$6.50) per hour. All nonexempt employees other than Pharmacists who work during the hours from 6:00pm to 6:00am shall be paid a shift differential premium of three dollars twenty-five cents (\$3.25) per hour.

b. Shift Differential for Exempt Employees

An exempt employee whose regular schedule contains three (3) or more hours that fall between 6:00pm and 6:00am shall receive a premium bonus of thirty dollars (\$30.00) per shift that she/he works.

5.8 MINIMUM TERMS

It is understood that the provisions of the Agreement relating to hours, wages, and working conditions are intended to establish minimum terms for the hiring of employees subject to this Agreement, that so long as the Hospital meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement, that this Agreement is not intended to preclude or discourage the hiring of employees under terms more favorable to them, and accordingly, if an employee is hired under more favorable terms, this shall be a matter of individual arrangement with such employee, and such arrangements may be established, eliminated, or changed at any time without relation to this Agreement.

5.9 TEAM LEADER, DEFINITION

An employee who is given the temporary responsibility by the Hospital for overseeing, assigning, checking and coordinating the work of others.

a. Nonexempt employees who temporarily perform in the role of Team Leader shall receive a differential premium of three dollars (\$3.00) per hour when performing that role.

b. Team Leader Differential for Exempt Employees

An exempt employee who temporarily performs in the role of Team Leader shall receive a premium bonus of thirty dollars (\$30.00) per shift when performing that role.

5.10 MILEAGE REIMBURSEMENT

An employee who is required to use his/her personal automobile on Hospital business shall be reimbursed for mileage at the established Hospital per mile rate, which shall be no less than the established I.R.S. rate as of three (3) months prior to the business travel. The employee's normal commuting mileage shall be subtracted from the reimbursement due the employee if the employee on that day does not travel to or from his/her normal work assignment for that day. Under no circumstances will an employee be reimbursed for mileage incurred while commuting to or from the employee's normal work assignment for that day.

## **SECTION 6 – JOINT COMMITTEES**

6.1 One Professional Joint Committee shall be established which shall address the following issues:

- a. Employee Safety
- b. Staffing
- c. Workforce Planning
- d. Employment Development
- e. Patient Care
- f. Methods of Improving Labor/Management Relations
- g. Productivity While Not Working
- h. Administrative Time

6.2 The purpose of the Joint Committee shall be established as follows:

a. Protection of Employees

The Committee will study problems pertaining to the protection of employees at the change of shifts during the hours of darkness, including:

- i. Relevant effects of parking
- ii. Public transportation
- iii. Other material matters

b. Safety

The Committee shall deal with safety and health reports and matters of safety and health presented by shop stewards under Section 35 [Safety] and health matters shall have priority on the Committee agenda and meetings will be called promptly following notice of an unhealthy or unsafe condition or practice. Serious safety or health hazards will be corrected as soon as possible and the Hospital will make every effort to protect employees from the known hazard pending its correction.

c. Substance Abuse

The Committee will provide the Hospital with sources for counseling and availability of rehabilitation programs.

d. Reassignment

The Committee will develop methods/mechanisms by which workers will be reassigned in lieu of being displaced. Reassignment means the offer of work, if available, in the same or a different classification to avoid displacement.

e. Planning

The Committee will:

- i. Identify classifications where there are or may be job vacancies within the Hospital.

- ii. Consider projected changes in health care and consider measures to improve scheduling and address scheduling problems.
- iii. Identify promotion, training, cross-training, and education opportunities.
- iv. Consider constructively the nursing practice of the Licensed Vocational Nurses.
- v. Work constructively for the improvement of patient care and nursing practices in the Nursing Department.
- vi. Recommend to the Hospital ways and means to improve patient care.
- vii. Recommend to the Hospital where, in the opinion of the Committee, specific problems in the delivery of patient care may exist.
- viii. Identify and discuss potential and actual problems around productivity expectations.
- ix. Identify, discuss, and address potential and actual problems around the insufficiency of time allowed for employees to complete administrative tasks such as documentation, case management, and project days.

f. Staffing Levels

- i. Staffing Levels in Departments Other than Nursing. Staffing levels in work areas or departments other than Nursing shall be based on the workload of the department and/or work area and, as applicable, Title XXII.
- ii. Committee's Role in Staffing. The Committee will identify and discuss staffing problems and make recommendations to the Hospital concerning same.

g. Education and Retraining

The Hospital agrees that it will not unreasonably deny employees who may have an opportunity for retraining under the provisions of this Section reasonable time off, without pay, except when the employee has available educational leave (which must first be exhausted).

h. Committee Composition

The Committee will be composed of up to four (4) employees covered by the Agreement and up to four (4) representatives of the Hospital. The Union and the Hospital may change their respective representatives on the committee from time to time. Additionally, Hospital counsel and the Union field representative may participate in the Committee meetings.

i. Payment of the Committee

Employee representatives on the Committee will be compensated at straight time for attendance at Committee meetings.

j. Frequency of Meetings

The Committee will meet at least once a month provided five (5) days' notice is given by the moving party and the moving party submits a proposed agenda with the notice. Additional meetings may be scheduled upon mutual consent.

6.3 RELEVANT INFORMATION

The Joint Committee will be provided with relevant requested information related to the subject matter in this Section under discussion.

6.4 TOPICS FOR DISCUSSION

Collective bargaining matters are not within the scope of the matters that may be considered by the Joint Committee.

6.5 WORKLOAD

The Hospital is committed to the principle of equitable distribution of workload in discharging its responsibility to establish jobs and performance standards. The Hospital will make every effort to remedy justifiable complaints of excessive workload. Disputes under this Subsection 6.5 are subject to Section 33 [Grievance Procedure and Arbitration].

6.6 REVIEW COMMITTEE

- a. There is hereby established a Review Committee whose purpose is to review disputes arising within the Hospital's Joint Committee at the request of either party. The Review Committee shall be composed of three (3) representatives appointed by the Hospital, and three (3) representatives appointed by the Union.
- b. Decisions of the Review Committee shall be by majority vote and shall be retroactive, except as otherwise agreed by the parties, to the date the matter was first presented in writing to the Joint Committee at the Hospital.

## **SECTION 7 – CATEGORIES OF EMPLOYEES AND EXEMPT/NON-EXEMPT EMPLOYEES**

7.1 CATEGORIES OF EMPLOYEES

a. Regular Full-time

An employee who works on a predetermined work schedule of forty (40) hours per week or on any full-time rotational system.

b. Regular Part-time

An employee who works a predetermined work schedule of twenty (20) hours or more, but less than full-time as described above. Regular part-time employees may

place their names on a separate list for additional work on their regularly assigned station and unit (on a single shift or all shifts and stations).

c. Short-Hour

An employee who works a predetermined work schedule of fewer than twenty (20) hours per week and who may work other relief hours (PTO/ESL i.e. vacation, holiday, sick leave, leave of absence, etc.) or increased hours temporarily because of fluctuations in census, as agreed between the employee and the Hospital.

d. Per Diem

An employee who works relief hours (PTO/ESL i.e. vacation, holiday, sick leave, leave of absence, etc.) or other temporary hours because of fluctuations in census, as agreed between the employee and the Hospital.

e. Temporary Employee

An employee who is hired temporarily on a predetermined schedule for a finite period of time as an interim replacement or for temporary work needs. A temporary position is a bargaining unit position and an employee hired as a temporary employee shall receive the appropriate contract wage rate and pay in lieu of benefits under Subsection 12.2. No temporary position shall last longer than six (6) months, unless extended by mutual agreement between the Union and the Employer.

f. Travelers and Temporary Agency Employees

Employees of outside agencies brought in to fill needs related to employee shortages, leaves of absence, unfilled posted positions, seasonal needs and/or unanticipated census increases. Such employees may not cause daily cancellations of bargaining unit personnel. Bargaining unit personnel who express schedule preferences, in writing, at least (30) days prior to the effective date of the posted schedule, shall be granted those preferences, assuming they are qualified for those slots, prior to the granting of traveler preferences.

7.2 EXEMPT AND NON-EXEMPT EMPLOYEES

The parties mutually recognize the professional exempt\* status of all full-time and some part-time employees in all job classifications covered under this Agreement except for Pharmacists. Pharmacists are non-exempt. All per diem, short-hour, and temporary employees are non-exempt, regardless of job classification.

\*Exempt employees are those employees who meet the Exempt duties tests and applicable education tests under federal and state law, and who meet the minimum salary requirement of two (2) times the California minimum wage for full-time employment annualized, which is currently \$45,760 per year.

Note: Exempt employees shall be paid on a salary basis and are not eligible for overtime. Non-exempt employees shall be paid on an hourly basis and are eligible for overtime.

Some employees who work a regular schedule of less than forty (40) hours per week will be classified as exempt (if the conditions mentioned in the previous paragraph are met) while some employees who work a regular schedule of less than forty (40) hours per week will be classified as non-exempt (if the conditions mentioned in the previous paragraph are not met). The Hospital shall determine which of those incumbent employees who work a schedule of less than 40 hours per week will be exempt or non-exempt, on a case by case basis, depending on past practice regarding the individual employee.

While a part-time employee who is exempt will on occasion work more or less than her/his regular scheduled hours on a given work day, a part-time employee who is exempt will only be required to work an additional shift if such work has been a requirement of his/her position in the past.

Employees hired into part-time positions after ratification of this agreement will be either exempt or non-exempt, and the exempt or non-exempt status of each part-time position shall be stated in its job posting.

## **SECTION 8 – HOURS OF WORK FOR NONEXEMPT EMPLOYEES**

### **8.1 PAY RATES**

#### **a. Work Week/Work Day**

The straight time workweek shall be forty (40) hours, five (5) days per week. A straight time day's work will consist of no more than eight (8) hours.

#### **b. Overtime for Hours in Excess of Eight (8) or Forty (40)**

If an employee is required to work in excess of eight (8) hours in any one shift. (See Subsection 8.13 for overtime rules applicable to employees on alternative shifts.)

#### **c. Double time (2x) for Hours in Excess of Twelve (12)**

Double the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one workday, excluding meal period.

#### **d. Double time for the Seventh (7<sup>th</sup>) Day of the Work Week**

When an employee works seven (7) consecutive calendar days, said employee shall be paid at the rate of double (2x) the straight-time rate of pay for work on the seventh (7<sup>th</sup>) day. This provision may be waived on the request of the individual employee and with the agreement of the hospital.



e. Rest Periods

- i. Each employee shall be granted a rest period of fifteen (15) minutes in accordance with the applicable Industrial Welfare Commission Wage Order.
- ii. The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding meal period, meal period waivers, missed meal period penalties, and “on duty” meal period agreements.
- iii. Unpaid, unworked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
- iv. Anytime an Employee misses a meal period, he/she must submit the existing standard form to his/her supervisor. In the event of any changes to the document, it will be provided to the Union for review and discussion thirty (30) days prior to implementation.

f. Paid Hours Counted in Overtime Computation

All paid hours shall be counted in the computation of overtime, except for Jury Duty Leave, Bereavement Leave, Educational Leave and PTO/ESL.

g. Carrying of Electronic Devices

- i. When an employee is specifically directed to carry an electronic device during his/her meal break, and be available to work upon being paged, the meal break period shall be considered work time.
- ii. When a non-exempt, clinical employee in this bargaining unit who works in the field and who does not have regular access to a work phone is required to use her/his personal cell phone for work purposes, the Hospital shall reimburse the employee fifty dollars (\$50.00) per month for such use or provide the employee with a hospital-issued smart phone with mobile hotspot capability. If such qualified employee’s actual expense for use of a personal cell phone exceeds fifty dollars (&50.00) in a month, the employee may submit an expense reimbursement for the overage.

h. Limits on Overtime

Employees may not be required to work more than the following, except in an emergency:

- i. Sixteen (16) hours in a 24-hour period (16.5 hours for a 12-hour shift employee)
- ii. Ten (10) consecutive days or more than 96 hours (whichever comes first) without a 24-hour rest period between shifts

Hours paid “on call” (Standby) will be excluded from the restrictions above.

## 8.2 DAYS OFF

### a. Two (2) Consecutive Days Off

Wherever practical and possible in the light of Hospital requirements, the Hospital will endeavor to schedule two (2) consecutive days off a week.

### b. Pay After the Seventh (7<sup>th</sup>) Day

An employee required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one half (1½) the employee's straight time hourly rate for each day worked (or portion thereof) after the seventh (7<sup>th</sup>) day until granted a day off.

This provision may be waived at the request of an individual employee and with the agreement of the Hospital.

## 8.3 REST BETWEEN SHIFTS

- a. Each employee shall have an unbroken rest period of at least twelve (12) hours between shifts and of at least fifty-five (55) hours between shifts when the employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the employee is off on a holiday or on a single day off.
- b. All hours worked within the above rest periods shall be paid at the rate of time and one half (1 1/2) the employee's straight time rate of pay.
- c. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.
- d. This provision may be waived at the request of the individual employee and with the agreement of the Hospital.
- e. Twelve-hour employees shall not be required to work more than two (2) days in a row.

## 8.4 EMERGENCY STAFFING

No employee shall be required to work two (2) full shifts within a period of twenty-four (24) hours; provided, however, that if in an emergency the Hospital cannot secure the consent of sufficient employees to work as is necessary within a unit or department, the Hospital may require such work by assignment in the inverse order of seniority. This provision may be invoked by the Hospital when it has exhausted available resources.

## 8.5 ROTATION OF SHIFTS

Current rotating shifts may be continued except that any complaint with respect to such rotation may be submitted to the Joint Committee procedure. The Hospital shall be allowed to establish new rotating shifts for the following purposes or under the following circumstances:

- a. Training of employees, relief, emergencies, consent of the employees, displacements, and employees hired specifically for rotation. The Hospital agrees to be reasonable in applying these exceptions.
- b. There shall be at least twelve (12) hours between shifts in agreed upon rotation unless the employee waives such provision.
- c. Any other rotation of shifts is subject to mutual agreement between the Union and the Hospital.

#### 8.6 WEEKEND ROTATION AND EXEMPTION

##### a. Full time and Part time Employees

The Hospital will continue to exercise its best effort to grant each full-time and part-time employee at least every other full weekend off.

##### b. Three Consecutive Weekends Worked

If the Hospital requires a full-time or part-time employee to work three (3) consecutive weekends, the employee will receive an additional day of PTO for work performed on the third (3<sup>rd</sup>) consecutive weekend and each succeeding consecutive weekend until granted a weekend off. This does not apply to:

- i. Full-time and part time employees who desire a schedule that includes weekend work.
- ii. Full-time and part time employees who desire to work certain weekends that make up a portion of the three (3) consecutive weekends.

##### c. Premium for Work in Excess of Guarantees

Employees required to work weekends in excess of the above guarantees will receive time and one half (1 ½) of the base rate for work performed on that weekend.

#### 8.7 ALTERNATIVE SCHEDULE

If requested by the employee and with agreement of the Hospital full time employees may work a schedule of six (6) days in one (1) week of the pay period and four (4) days in the other week of the pay period. Weekly overtime will not apply on the sixth (6<sup>th</sup>) day of the week within which the six (6) days are scheduled.

#### 8.8 REPORTING PAY

- a. An employee who reports to work as scheduled will be guaranteed four (4) hours of pay at straight time for reporting as scheduled if work is not provided by the Hospital, unless the employee's schedule is understood to call for a shift of fewer than four (4) hours, in which case the employee will be paid for scheduled hours only. If such employee reports to work as scheduled and works in excess of four (4) hours, the employee will be guaranteed eight (8) hours of pay at straight time if work is not

provided by the Hospital, unless the employee's schedule is understood to call for a shift of fewer than eight (8) hours, in which case the employee will be paid for scheduled hours only.

- b. In the case where an employee is called to work at the last moment and only works seven (7) hours of the shift, such employee shall be compensated for eight (8) hours of work.
- c. In cases where the employee is entitled to overtime, the employee will receive overtime at the rate of time and one half (1½) his/her regular rate of pay for actual hours worked or the appropriate guarantee, whichever is higher.
- d. The foregoing guarantees shall not be applicable in the event hours are reduced in accordance with Subsection 10.2(c).

#### 8.9 WORK IN HIGHER PAID CLASSIFICATION

Any employee who is required by the Hospital to perform work in a higher paid classification (except for rest periods and meal relief) shall be paid at a rate based on the ratio of time spent in each classification.

#### 8.10 WORK SCHEDULES

Schedules of starting and quitting times and days off of Regular employees will be posted by the Hospital fourteen (14) days in advance, subject to changes based on previously unforeseen operational needs, and as much advance notice of overtime requirements will be given as permitted by operational circumstances. When it becomes necessary, because of previously unforeseen operational needs, to change schedules, consideration will be given to the desires of affected employees. Where agreement cannot be reached, such changes in work schedules in a department will be made in reverse bargaining unit seniority order.

#### 8.11 REPLACEMENT OF WORKERS

In the event employees are absent, the Hospital will endeavor to replace such employees if the Hospital sees the need to do so from an operational standpoint. If employees who are absent are not replaced, the remaining employees will be expected to perform only a normal full day's work.

#### 8.12 RECLASSIFICATION

##### a. Short Hour or Per Diem

When a short hour or Per Diem employee is regularly assigned for a period in excess of ninety (90) calendar days to a work schedule of twenty (20) hours a week or more, the Hospital shall post a regular full-time or regular part-time position (generally consistent with the hours and shifts worked by the employee triggering the posting) per the posting provisions in Subsections 10.4 [Permanent Vacancies] and 10.5 [Posting Requirements] of this Agreement.

Any employee, including the employee triggering the posting, may bid for the position and the position shall be awarded consistent with the provisions of Subsections 10.4 and 10.5. If no employee applies for the position, it will be awarded to the employee who triggered the posting. An employee may, at her/his option, decline a reclassification.

b. Part time

A regular part-time employee who is regularly assigned to an additional day or days of work beyond his or her weekly schedule of work for a period of ninety (90) calendar days shall be reclassified to a revised schedule consistent with such additional work. An employee may, at her/his option, decline a reclassification.

c. Reclassification Exception

Contractual reclassification provisions shall not apply to any time worked by an employee while filling in for an employee on an approved leave of absence. Such employee will be informed of this exception at the beginning of the assignment to fill in for another employee on an approved leave of absence.

8.13 ALTERNATIVE SHIFTS

a. Scheduling and Accrual and Benefit

Full time staff participating in regular shift schedules of greater than eight (8) hours will be compensated at straight time pay for all scheduled hours up to forty (40) hours in a work week. PTO/ESL and Educational Leave benefits will be accrued in accordance with applicable provisions of the Contract.

b. Part Time Employees

Part time staff participating in regular shift schedules of greater than eight (8) hours will be compensated at straight time pay for all hours worked up to forty (40) hours in a work week and will receive pro-rated benefits based on hours paid.

c. Breaks and Lunches

Staff participating in in any regular shift schedules of greater than eight (8) hours will receive breaks as follows, except in cases where “on duty” meal period agreements are in place.

- i. 9-hour or 10-hour Shifts. One (1) thirty (30) minute unpaid break and three (3) fifteen (15) minute paid breaks
- ii. 11-hour or 12-hour Shifts. Two (2) thirty (30) minute unpaid breaks, one of which may be waived, and three (3) fifteen (15) minute paid breaks

d. Holidays

Staff working on a recognized holiday will receive one and one half (1½) times the straight time hourly rate for each hour worked.

e. Use of PTO/ESL

Participating staff taking a day off for vacation or illness will be paid the number of hours in their regular daily schedule from their accrued PTO or ESL accounts, as applicable.

f. Jury Duty/Bereavement Leave

Jury duty leave will be granted to staff in alternative shift positions on the basis of their regular full shift, i.e. the number of hours in their regular daily schedule, subject to provisions of Section 13 [Jury Duty] of this contract. Participating staff will be entitled to three (3) shifts for Bereavement Leave, subject to provisions of Section 14 [Bereavement Leave] of this contract.

g. Overtime

Participating staff shall receive daily overtime for all work following their scheduled hours at time and one-half (1½) of the regular rate up to twelve (12) hours, and double time thereafter. Participating staff shall receive overtime at time and one-half (1½) of the regular rate for all work after forty (40) hours in a workweek, subject to the above provisions for double time, if applicable.

h. Termination of Alternative Shift

In the event the Hospital intends to terminate an alternative shift schedule for an individual employee or for multiple employees, it shall give at least forty-five (45) days' written notice to the Union and to the affected employee or employees, and will bargain with the Union over the effects of the proposed change.

i. Savings Clause

If there is a change in the law so that any provision of this Section becomes unlawful, the parties shall renegotiate this Section accordingly.

j. Creation of new alternative shift schedules

If a new position with an alternative shift schedule is created, it will be posted according to the provisions of Section 10 of this Contract.

## **SECTION 9 – HOURS OF WORK FOR EXEMPT EMPLOYEES**

### **9.1 SCHEDULES, SCHEDULE CHANGES, AND JOB DUTIES FOR EXEMPT EMPLOYEES**

An employee shall be informed at the time of her/his hire as to her/his work schedule. If, in the interest of efficient operations, it becomes desirable for the Employer to change the schedule of an employee or employees, the employee(s) and the Union shall be notified in writing at least thirty (30) days in advance. Furthermore, upon request by the Union, the Employer shall meet and confer with the Union to arrange (a) mutually satisfactory schedule change(s), and shall bargain with the Union over the effects of the proposed change(s). In such instances, the Employer will consider the preferences of the affected employee(s).

The standard workweek shall be forty (40) hours, five (5) days per week, though alternative shift schedules may be implemented, but only by mutual agreement between the employee and the Employer.

Management shall consider the competency and interest of staff when considering changing duties and/or assignments. In the interest of collaboration, staff will be allowed meaningful input into the changes in duties and/or assignments and be given preparation time and training as needed when their position responsibilities change.

### **9.2 USE OF ELECTRONIC DEVICES FOR EXEMPT EMPLOYEES**

When an exempt, clinical employee in this bargaining unit who works in the field and who does not have regular access to a work phone is required to use her/his personal cell phone for work purposes, the Hospital shall reimburse the employee fifty dollars (\$50.00) per month for such use or provide the employee with a hospital-issued smart phone with mobile hotspot capability. If such qualified employee's actual expense for use of a personal cell phone exceeds fifty dollars (\$50.00) in a month, the employee may submit an expense reimbursement for the overage.

### **9.3 TWO CONSECUTIVE DAYS OFF**

Wherever practical and possible in light of Hospital requirements, the Hospital will endeavor to schedule two (2) consecutive days off a week.

### **9.4 WORK IN A HIGHER PAID CLASSIFICATION**

Any employee who is required by the Hospital to perform work in a higher paid classification (except for rest periods and meal relief) shall be paid at a rate based on the ratio of time spent in each classification.

### **9.5 ALTERNATIVE SHIFTS**

#### **a. Scheduling and Accrual of Benefits**

An exempt employee participating in an alternative shift schedule shall be compensated in the same manner as an exempt employee working a standard shift

schedule. PTO/ESL and Educational Leave benefits will be accrued in accordance with applicable provisions of the contract.

b. Use of PTO/ESL

Participating staff taking a day off for vacation or illness will be paid the number of hours in their regular daily schedule from their accrued PTO or ESL accounts, as applicable.

c. Jury Duty/Bereavement Leave

Jury duty leave will be granted to staff in alternative shift positions on the basis of their regular full shift, i.e. the number of hours in their regular daily schedule, subject to provisions of Section 13 [Jury Duty] of this contract. Participating staff will be entitled to three (3) shifts for Bereavement Leave, subject to provisions of Section 14 [Bereavement Leave] of this contract.

d. Termination of Alternative Shift

In the event the Hospital intends to terminate an alternative shift schedule for an individual employee or for multiple employees, it shall give at least forty-five (45) days' written notice to the Union and to the affected employee or employees, and will bargain with the Union over the effects of the proposed change.

e. Creation of New Alternative Shift Schedules

If a new position with an alternative shift schedule is created, it shall be posted according to the provisions in Subsections 10.4 and 10.5 of this Agreement. If the Employer wishes to move an employee from a standard shift schedule to an alternative shift schedule, the Employer must post the position according to the provisions of Subsections 10.4 and 10.5 of this Agreement.

## **SECTION 10 – LAYOFF AND RECALL**

### **10.1 REASONABLE EFFORTS TO AVOID DISPLACEMENT**

The Hospital will make reasonable efforts, consistent with business necessity, to avoid displacing bargaining unit employees, and insofar as practicable, will provide employment security to bargaining unit employees.

a. Temporary Displacement (Call Off/Daily Cancellation)

Temporary displacement is defined as a displacement which is not expected to be more than one (1) to fifteen (15) calendar days.

b. Indefinite Displacement

Indefinite displacement is defined as a displacement that is uncertain in duration and is expected to be in excess of fourteen (14) days.



c. Permanent Displacement

Permanent displacement is defined as a displacement resulting from the abolishment of a department or classification or position where there is no reasonable expectation of recall; from the discontinuance of a service; or from any displacement in excess of six (6) months.

d. Per Diem Employee First to be Displaced

Per Diem employees shall be the first to be displaced and the last to be recalled when there is reduction of the work force, and short-hour employees shall be next according to seniority to be displaced and recalled.

10.2 DISPLACEMENT AND RECALL

a. Order of Temporary Displacement (Daily Cancellations)

Except in cases where specialized work or skill or trained personnel are required on the job, employees in the affected shift, classification and department, shall be displaced (called off/cancelled) in reverse order of seniority in the case of temporary displacement.

- i. Volunteers. The Employer will seek volunteers before enacting a temporary displacement.
- ii. Departments. The Hospital shall establish the departments applicable to its particular operation and post the same on the bulletin boards. For the purpose of this Section and subject to the above exception, the departments are as set forth in Appendix C in the Agreement. Additional departments that may be posted depending upon the administrative framework of the Hospital will be mutually agreed upon.
- iii. Notice of Temporary Displacement. The Hospital will call and attempt to reach employees subject to temporary displacement as soon as possible prior to the displacement, but not less than three (3) hours in advance.
- iv. Recall from Temporary Displacement. Employees who are temporarily displaced from a shift, classification and department shall be recalled in order of seniority.

b. Order of Indefinite/Permanent Displacement

Except in cases where specialized work or skill or trained personnel are required on the job, employees in the affected classification and department shall be displaced in reverse order of seniority in the case of indefinite displacement or permanent elimination of a position or service.

- i. Notice of Indefinite/Permanent Displacement. Employees subject to indefinite displacement will be notified no fewer than two (2) weeks prior to the

displacement or the conversion of a temporary displacement to an indefinite displacement.

- ii. Recall. Recall of employees to regular positions in a particular classification and department from indefinite displacement shall be by seniority provided the employee returning to work must be able to properly perform the work to be done.

c. Temporary Reduction

If, in the case of indefinite displacement, the Hospital or employees in a department or unit wish to reduce hours in such department or unit up to a maximum of twenty percent (20%) a week in lieu of or in addition to displacement as above provided, they may agree to do so only if the majority of the employees in such department or unit vote by secret ballot in favor of such action, provided the Union representatives first have an opportunity to give their position on the matter to the employees involved and are present when the vote is taken. Such reduced workweek shall not extend beyond six (6) consecutive weeks in any calendar year.

d. Notice

Employees subject to permanent displacement shall be notified no less than two (2) weeks prior to displacement or conversion of an indefinite displacement to permanent displacement or shall receive at least two (2) weeks' pay in lieu thereof.

e. Per Diem Work for Displaced Employees

Employees with seniority on indefinite or permanent displacement will be called for per diem work in their classification and department in order of seniority by employee category (Full-time or Part-time and then Short Hour and then Per Diem) and shall be given preference over all other employees within their classification who are seeking per diem work; provided the employee called to work must be able to properly perform the work to be done. Such employees will be paid a premium in lieu of benefits for all such hours worked, subject to the provisions of 7.1(d).

f. Exception to Notice

In the case of notice under this Section, such notice shall not be required in the event of war involving invasion of the United States or its territories or protectorates, civil unrest, equipment breakdown, natural disasters or acts of God.

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

### 10.3 TRANSFER RIGHTS

After all regular employees in the bargaining unit have bid for any available positions in conformance with the process of 10.4(a)(i) and (ii) and a vacancy still remains unfilled, the Hospital will fill such vacancy in the following manner:

a. Orientation and Training

A regular employee who is subject to displacement and who is interested in being oriented and/or trained for vacant positions covered by this Agreement, may request to be provided training and/or orientation by the Hospital for a specific vacant position. Such employee shall be considered capable of qualifying for a vacancy if s(he) has the skills and abilities for such training, has demonstrated satisfactory job performance in the reasonable judgment of the Hospital and can perform the duties of the position after a reasonable training/orientation period. This training/orientation period shall not exceed ninety (90) days. If in the reasonable judgment of the Hospital, an employee does not satisfactorily perform the job duties after one hundred and twenty (120) calendar days, the employee will be subject to displacement.

b. Bumping into Another Classification

If no vacancy is available, an employee who has six (6) or more years' seniority and is subject to permanent or indefinite displacement shall have the right to displace the least senior employee who:

- i. holds a position which provides at least the same number of scheduled hours previously worked by the employee subject to displacement (or, if no such position is available, with scheduled hours most closely approximating the employee's scheduled hours prior to displacement); and
- ii. works in a classification within the affected department that is paid at an equal or lesser rate, provided that the employee must be qualified to perform the work to be done in the new position. An employee who displaces a less senior employee under this paragraph 10.3(b) shall be paid at the regular rate for the new position with credit towards tenure steps in the new position for service in the employee's former classification.

c. Recall Rights after Transfer

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 twelve (12) months following displacement. During such twelve (12) month period, the employee will be included in his/her former department rather than in the new department in bidding for vacancies under Section 10.4.

d. Severance Pay

For all employees, regardless of funding source, in the event that the hospital desires to initiate an indefinite or permanent displacement or reduction in force to any employee(s), the Hospital shall give at least ninety (90) days' notice to the affected employee(s) and the Union, and shall bargain with the Union over the impacts of such, including over possible severance pay, except for within the first sixty (60) days

after ratification of this agreement, during which time the minimum notice shall be sixty (60) days.

#### 10.4 PERMANENT VACANCIES

a. Qualifications/Performance/Seniority

In the case of an open bargaining unit position of the same shift, or another shift, employees shall, upon written bid under Section 10.5 [Posting Requirements], be awarded the vacant position in the following order of seniority if they meet the qualifications of the job as stated in the job description and if their work performance has been satisfactory on their current job in the last twelve (12) months.

- i. Regular full-time and regular part-time employees within the department
- ii. Regular full-time and regular part-time employees from all departments
- iii. Short-hour employees within the department
- iv. Short-hour employees from all departments
- v. Per Diem employees within the department
- vi. Per Diem employees from all departments
- vii. Former employees who have been displaced for less than one (1) year
- viii. Employees who have been off the payroll for less than one (1) year as provided in Subsection 10.4(b)
- ix. Other applicants

Refer to definitions of department in Appendix C. (indent)

- b. Subsection 5.6 [Promotion] shall apply to compensation in the event the vacancy involves a promotion. Former employees, who have been off the Hospital payroll for less than one (1) year and who have not been discharged for cause by the Hospital and who have not resigned without giving two (2) weeks' notice unless the same is waived, will have their applications for posted jobs considered before other applicants, provided that they meet the qualifications for the posted job and have a prior record of satisfactory performance at the Hospital.

c. Ninety (90) Day Evaluation Period after Promotion/Transfer

Employees who are promoted to a new position or who transfer to another position through the bidding process, shall have orientation as necessary, and such employees 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 without any change in seniority or wage rate in the former position.

- d. A Per Diem employee who has been on the payroll for thirty (30) days or more and who is qualified and eligible under the Agreement to bid on a posted job shall be

preferred in the selection process over other Per Diem employee applicants with greater seniority, provided such Per Diem employee has a significantly larger number of hours of work than the other Per Diem employees. A significantly larger number of hours means such Per Diem employee has worked one hundred sixty (160) hours longer within a three (3) month period than other Per Diem employee applicants with more seniority.

- e. Written request for transfer to a vacancy that may potentially occur within the Hospital may be submitted in advance, provided such request is submitted in writing to the department, in which the potential vacancy may occur, with a copy to the Personnel Department of the Hospital. Such written request shall constitute an automatic bid for thirty (30) days. It is understood that any bid or written request under this paragraph is limited to vacancies or potential vacancies in positions subject to this Agreement.

#### 10.5 POSTING REQUIREMENTS

Except as provided in Subsection 10.3(c) hereof it is understood that in none of the foregoing instances does the contract contemplate a bumping procedure. Bargaining unit positions in any department will be posted for five (5) working days in a location or locations accessible to all employees so that employees in the department who wish to do so and who think they may be qualified shall have an opportunity to apply. This does not prevent the Hospital from filling the vacancy on a temporary basis during the five (5) day posting period.

#### 10.6 USE OF PER DIEM LIST

- a. Workers Eligible for Per Diem Work

Except in cases where specialized work, skill or trained personnel are required on the job, regular part-time employees who are available for per diem work, short-hour employees who are available for per diem work, and Per Diem employees shall be called by classification within the department on a rotating basis for available work on a specific shift or on all shifts.

- b. Workers Working Extra Shifts Cannot Displace an Employee Working Regular Shift

Employees who agree to work extra shifts beyond their regular schedule may not displace an employee working his/her regularly scheduled shift.

- c. Availability List

Each department manager or designee shall establish an availability list, on which regular part-time or short-hour employees who wish to work extra (per diem) shifts may indicate their availability for such work. Each department manager or designee may determine how far in advance of the available work employees must sign the availability list; provided, however, that sign-ups may not be required more than ninety (90) days in advance of the potentially available work, nor fewer than forty-eight (48) hours in advance of such work

Employees who place themselves on the availability list who fail to accept extra work assignments (unless protected by Subsection 8.6(c)), two (2) times within a ninety (90) day period shall be removed from the list, as follows:

- i. First occurrence: one (1) month
- ii. Second occurrence: three (3) months
- iii. Third & subsequent occurrences: six (6) months

d. No Requirement to Work if Employee has Worked in Previous Twelve (12) Hours

No regular part-time or short-hour employee expressing a desire for per diem work or Per Diem employee shall be required to report if such employee has worked within the previous twelve (12) hours.

e. Per Diem Assignments of Fewer than Ninety (90) Days

Any single per diem assignment of ninety (90) calendar days or less, assigned under the above procedure, shall be assigned to one (1) employee for its entire duration.

f. Per Diem Assignments of More than Ninety Days

Any single per diem assignment of more than ninety (90) calendar days, assigned under the above procedure, shall be assigned to one (1) employee for the first ninety (90) calendar days.

g. Maintenance of Records of Employees Called

The Hospital will maintain written records of such telephone calls and such records will be available for review by Union representatives upon request.

h. Use of Agency or Registry

In connection with the above, the Hospital shall call all employees on the list for a specific shift before calling an outside agency or registry.

i. Times When Calls Will be Made

The Hospital shall specify the times in which they will place calls to regular part-time or short-hour employees who want per diem work and Per Diem employees in advance of a shift.

j. Failure of Per Diem Employees to Accept Assignments

Per Diem employees who fail to accept assignments three (3) times during a ninety (90) day period can be removed from the list. The Hospital will advise Per Diem employees of the times when they will be telephoned regarding work assignments.

k. Failure of Per Diem employees to Accept Assignment Not Counted

If a Per Diem employee who is unavailable for work notifies the Hospital of his/her unavailability prior to the designated time for calls, failure to accept a work assignment on that day will not be counted.

10.7 BENEFIT OR PREMIUM ELIGIBILITY

- a. Short-hour or Per Diem employees receiving a premium in lieu of benefits shall, upon classification as regular full-time or regular part-time employee, start regular full-time or regular part-time benefit accumulation and tenure advancement commencing from the change in classification.
- b. Regular full-time or regular part-time employees shall, upon classification as a short-hour or Per Diem employee, receive, effective on date of classification change, the premium in lieu of benefits and shall be paid earned and unpaid PTO for which they are eligible until the date of classification change. Time off equivalent to the earned and unpaid PTO above shall be granted to employees upon request; provided such request is made at the change of status and time off is taken within the following six (6) months. Employees who are reclassified will not have their tenure step reduced.

## **SECTION 11 – SENIORITY**

11.1 DEFINITIONS

a. Seniority Defined

Unless otherwise specified, seniority shall commence on the most recent date of employment in a bargaining unit position as a regular full-time or regular part-time or short-hour employee, adjusted forward for the length of time in Per Diem status, subject to termination under Subsection 11.3, provided that seniority shall have no application during the first thirty (30) days of continuous employment. For per diem employees, seniority shall commence on the most recent date of employment, but the seniority of per diem employees shall only apply relative to other per diem employees.

b. Departments Defined

For purposes of this Section 11, departments are set forth in Appendix C and such other departments as will be mutually agreed upon.

11.2 SENIORITY ROSTERS

The Hospital shall furnish the Union with the following seniority lists:

- a. regular full-time and regular part-time employees with a notation of whether or not such part-time employees are on a separate list for additional work on their regularly assigned station or unit (single shift or all shifts or station);

- b. short-hour employees with a notation of whether or not such employees will accept per diem assignments; and
- c. Per Diem employees with a notation of whether or not such employees will accept per diem assignments on a single shift or on all shifts.

Such master seniority lists shall be kept current by advising the Union, on a monthly basis, what employees have been terminated, and what new regular full-time, regular part-time, and short-hour employees have been hired.

### 11.3 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. discharge;
- b. resignation;
- c. absence in excess of twenty-four (24) consecutive months in a thirty-six (36) month period by reason of industrial injury unless extended by mutual consent; the Hospital will conform to all applicable laws related to industrial leaves in the workplace;
- d. absence in excess of twelve (12) consecutive months by reason of illness or non-industrial injury, unless extended by mutual consent or in accordance with the provisions of Subsection 16.2(b) [Use of ESL/PTO to Extend Leaves];
- e. displacement without recall to a regular or short-hour position in excess of six (6) consecutive months, provided that:
  - i. the employee notifies the Hospital of his/her continuing interest in recall to a regular or short-hour position such seniority will be extended for another six (6) months; and
  - ii. the employee is called for per diem work and works six hundred (600) hours during the twelve (12) consecutive months following the initial date of displacement, seniority shall not be lost for twenty-four (24) months following the initial date of displacement; the Hospital will conform to all applicable laws; or
- f. failure to return from a leave of absence in accordance with the terms of the leave.

This does not include per diem work.

### 11.4 PROCEDURE FOR DISTRIBUTION OF OVERTIME

#### a. List

A list will be maintained in each department or unit by job classification of employees interested in overtime.



b. Order of Offer of Overtime

When the Hospital determines overtime is necessary, employees will be offered overtime in the following manner:

- i. The Hospital will offer overtime first on the basis of seniority by calling/notifying employees who have expressed an interest in overtime by placing their name on the department/unit list. The Hospital's obligation shall be to offer overtime in person or place a telephone call, and if there is no answer, or the overtime is rejected, the Hospital shall offer the overtime to the next person on the list.
  - ii. As an exception to a. above, overtime needed for short periods of time, generally fewer than three (3) hours, will not be offered by seniority, e.g. overtime to complete a task, such as, but not limited to, charting, or project work.
- c. For purposes of this procedure, if no one accepts the offer of overtime in a unit, overtime will be offered by seniority to employees who have met the requisite competencies.

## **SECTION 12 – SHORT HOUR, PER DIEM AND PART-TIME EMPLOYEES**

12.1 BENEFITS FOR PART TIME EMPLOYEES

A regular part-time employee shall receive pro-rated PTO, pro-rated ESL, and pro-rated educational leave. In addition, such employees will be covered by the Health Plan, the Dental Plan, the Prescription Drug Plan, the Vision Care Plan, Long Term Disability, and the Group Life Insurance Plan.

12.2 DIFFERENTIAL IN LIEU OF FRINGE BENEFITS FOR SHORT HOUR AND PER DIEM EMPLOYEES

Short-hour and Per Diem employees shall receive twelve and one half percent (12.5%) above their base rate of pay for their classification in lieu of fringe benefits other than shift differentials.

12.3 TENURE STEP PROGRESSION FOR SHORT HOUR AND PER DIEM EMPLOYEES

Short-hour or Per Diem employees shall be eligible for progression to the next tenure step upon accumulation of one thousand (1,000) hours of work, provided:

- a. no short-hour or Per Diem employee shall advance more than one (1) tenure step during the twelve (12) month period commencing with date of employment or date of employee's most recent tenure advancement;
- b. the accumulation is accomplished in no more than three (3) consecutive years; and

- c. a more beneficial practice in effect at the Hospital shall be maintained for current employees.

## **SECTION 13 – JURY DUTY**

### **13.1 COMPENSATION**

- a. An employee called for jury duty will receive the difference between jury duty and normal straight-time earnings. As a condition to jury pay, the employee must notify the Hospital as soon as is reasonable after receiving notice to report (normally within twenty-four [24] hours) and must cooperate in trying to be excused if the Hospital so desires.
- b. When an employee is required to serve on jury duty for more than fourteen (14) calendar days, the Hospital will use its best effort to adjust that work schedule to coincide with a Monday to Friday schedule for the remainder of the jury service.

### **13.2 PROOF OF JURY DUTY**

Also, as a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that the employee has been called or served, if such receipts are provided.

### **13.3 ACTION OF EXCUSED FROM DUTY**

If an employee is excused from serving in time to complete a portion of the employee's shift, the employee will advise the Hospital by telephone and, if requested to do so, return to the Hospital to complete that shift.

### **13.4 HOURS OF WORK AND JURY DUTY**

- a. An employee excused in time to work at the Hospital as provided above shall not be required to work in the Hospital to the extent that the combination of service on jury duty and hours worked in the Hospital exceed a normal eight (8) hour shift.
- b. Night shift employees shall be excused from work on the night shift immediately preceding and immediately following service on jury duty, for which they will receive one (1) shift as jury duty pay and one (1) shift as leave without pay or PTO at the employee's option.
- c. In the event that a combination of service on jury duty and hours worked in the Hospital exceeds a normal forty (40) hour work week, the Hospital will use its best efforts to grant a regular employee the weekend off, if such employee is scheduled to work the weekend.

### 13.5 ALTERNATIVE SCHEDULE EMPLOYEES

For employees who are regularly scheduled to work a shift of greater than eight (8) hours, references to eight (8) hours in this Section shall be changed to the number of hours in said shift, as applicable.

## **SECTION 14 – BEREAVEMENT LEAVE**

- 14.1 When death occurs in the immediate family of a regular employee, such employee will be entitled, at his or her option, to one (1) to three (3) days leave of absence with pay within seven (7) days of the date of death or funeral services for those scheduled days of work that would have been worked but for the leave of absence.
- 14.2 An additional four (4) days of leave without pay shall be allowed for the employee to attend a funeral out of the State of California, for which an employee shall use PTO if available.
- 14.3 The Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave.
- 14.4 Immediate family is defined as parent, child (natural, adopted, or stepchild), spouse, domestic partner, sibling, current mother-in-law, father-in-law, grandchild, grandparent, or a person who acted *in loco parentis* (in place of parent) to an employee before the age of 18.

## **SECTION 15 – PAID TIME OFF / EXTENDED SICK LEAVE PROGRAM**

### 15.1 ELIGIBILITY AND COVERAGE

#### a. Eligibility

- i. Full Time and Part Time Employees. This Section and its Paid Time Off Program shall apply only to Regular Full-Time and Regular Part-Time employees.
- ii. Short Hour and Per Diem Employees. Short -Hour and Per Diem employees are not eligible to participate in the PTO program. Short-Hour and Per Diem employees, however, will be eligible to accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Short-Hour and Per Diem employees shall not be entitled to use such paid sick leave until after ninety (90) calendar days of employment with the Hospital.

#### b. Benefits in Addition to PTO

The PTO program is in addition to Section 13 [Jury Duty], Section 14 ([Bereavement Leave], and Section 25 [Education Leave].

## 15.2 ACCUMULATION OF PAID TIME OFF

### a. PTO Schedule

- i. Beginning of Accrual and Schedule. Regular Full-Time employees shall accrue PTO and Extended Sick Leave (ESL) in accordance with the schedule set forth below, based upon their continuous length of Regular employment. PTO/ESL accrual is prorated for Regular Part-Time employees on the basis of hours paid during a pay period. Benefits begin upon the first (1<sup>st</sup>) day of employment, subject to the provisions described in the following sections.

Length Service	PTO Hours Accrued Per Pay Period	ESL Hours Accrued Per Pay Period	Approximate Total Combined Hours Per Pay Period
During 1st Yr.	8.31 hrs.	1.54 hrs.	9.85 hrs.
During 2nd - 4th	9.85 hrs.	1.54 hrs.	11.39 hrs.
During 5th - 9th	11.39 hrs.	1.54 hrs.	12.93 hrs.
During 10th +	12.93 hrs.	1.54 hrs.	14.47 hrs.

### b. Minimum PTO Accrual

In no event shall an employee accrue less than one (1) hour of PTO for every thirty (30) hours worked. Should an employee's paid hours in a pay period entitle the employee to more than 8.31 hours of paid time off at a rate of one (1) hour's paid time off for every thirty (30) hours worked, then that rate will be used to calculate the employee's PTO accrued for that pay period.

## 15.3 PTO/ESL BASED ON PAID HOURS

PTO/ESL for Regular employees is based upon paid hours each pay period. "Paid hours" means up to eighty (80) hours per pay period comprising hours worked, PTO/ESL hours paid, overtime, hours worked on a holiday, leave for jury duty, bereavement leave, educational leave, and military active duty for training. Not included in paid hours are any other forms of premium or compensation not listed in the preceding sentence.

## 15.4 EXTENDED SICK LEAVE (ESL)

There shall be no maximum cap on the amount of ESL that may be accumulated for future use.

## 15.5 UNPAID ABSENCES

If an employee is on unpaid status with the Hospital (e.g., unpaid leave of absence, displacement, 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.

## 15.6 SCHEDULING AND USE OF PTO

### a. PTO's Use

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, Workers' Compensation, or any other reasons deemed appropriate by the employee, including for any reasons permitted by the Oakland Paid Sick leave Ordinance.

### b. Requests for PTO

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

#### i. Advance Requests for PTO (for employees other than Pharmacists)

- (1) Time of Submission of Requests. Employees shall submit their PTO preference dates in writing by February 1<sup>st</sup> of each year and the Hospital will post a schedule by March 1<sup>st</sup> of each year.
- (2) Selection Based on Seniority. An employee's preference for scheduled PTO shall be based upon seniority where the numbers of bargaining unit employees requesting the same time off would impair the operation of the department. In cases where employees wish to split PTO weeks, preference for selection of the second portion of split PTO shall take place on a seniority basis after all employees on the seniority list for PTO have had an opportunity to make a first choice.

#### ii. Advance Requests for PTO (for Pharmacists only)

##### (1) Time and Structure of Submission of Requests

- (a) Among Pharmacists, there shall be two separate bidding rounds per year for PTO requests. For purposes of vacation scheduling, the year shall be defined as March 1<sup>st</sup> of one year through the end of February of the next.
- (b) First Round. Pharmacists shall submit their first-round PTO requests starting October 1<sup>st</sup> and the Hospital will post a schedule by November 21<sup>st</sup>. In order of bargaining unit seniority, each Pharmacist will have a forty-eight (48) hour window of time to submit her/his first-round PTO request(s). The Hospital will post a schedule of these forty-eight (48) hour windows of time by September 1<sup>st</sup>. Each Pharmacist's request may constitute up to four (4) separate blocks of time covering up to twenty-eight (28) calendar days. Furthermore, no Pharmacist shall be allowed to request all of the three (3) following holidays off: Thanksgiving, Christmas Day, and New Year's Day.

- (c) Second Round. Pharmacists shall then submit their second-round PTO requests starting December 7<sup>th</sup> and the Hospital will post a final schedule by January 31<sup>st</sup>. In order of reverse bargaining unit seniority, each Pharmacist will have a forty-eight (48) hour window of time to submit her/his second-round PTO request(s). The Hospital will post a schedule of these forty-eight (48) hour windows of time by November 1<sup>st</sup>. Each Pharmacist's request may constitute up to four (4) separate blocks of time covering up to twenty-eight (28) calendar days. Furthermore, no Pharmacist shall be allowed to request all of the three (3) following holidays off: Thanksgiving, Christmas Day, and New Year's Day.

(2) Selection Based on Seniority

- (a) For the purposes of advance annual requests for PTO, it is understood that at least two (2) employees may request and be granted PTO for the same period of time covering weekdays and at least three (3) employees may request and be granted PTO for the same period of time covering weekends, and this understanding may only be changed by mutual agreement between the Employer and the Union. These numbers are not to be understood as limits on the number of pharmacists allowed PTO overall, but only as minimum for granting of PTO for advance annual requests.
- (b) After November 15<sup>th</sup>, the Hospital will award First Round requests based on seniority and will post a schedule by November 21<sup>st</sup>. After January 15<sup>th</sup>, the Hospital will award Second Round requests by reverse seniority and will post a final schedule by January 31<sup>st</sup>, one month before the year begins.
- (3) In either round, a Pharmacist may submit her/his PTO request(s) prior to her/his designated forty-eight (48) hour window of time. However, in either round, if a Pharmacist fails to submit her/his PTO request(s) by the end of her/his designated forty-eight (48) hour window of time, said Pharmacist may submit PTO request(s), subject to the restrictions detailed in 15.6(b)(ii)(1), at any point thereafter, but the awarding of her/his PTO period(s) will not occur until after all timely PTO requests have been awarded according to 15.6(b)(ii)(2)(b) above.

iii. Other PTO Requests

Requests for PTO that are not submitted under (b)(i)(1) and (2) above shall be submitted in writing at least one (1) week in advance of the posting of the schedule covering such day or days. The Employer will respond to such requests within two (2) weeks of submission. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:

- (1) Seniority will not govern if a less senior employee's PTO request has already been approved.
- (2) The Hospital will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day, or the following New Year's Day. If an employee is required to work on the above three (3) such holidays, he/she will receive double time (2x) for all hours worked on such New Year's Day (rather than time and one half (1½)).

iv. When Advance Notice is not Possible

- (1) Unplanned Absence. Advance written requests for the use of PTO is not required if the employee's own disability, or an emergency (death or illness in the immediate family as defined in Section 14 [Bereavement Leave]) necessitates an unplanned absence that was not requested and approved in advance of that day.

In addition, advanced written requests for the use of PTO are not required if the employee wishes to use PTO when he/she is ill or injured or for the purposes of the employee's receiving medical care, treatment, or diagnosis or to aid or care for a:

- (a) child,
  - (b) parent,
  - (c) ward,
  - (d) legal guardian,
  - (e) sibling,
  - (f) grandparent,
  - (g) grandchild,
  - (h) spouse,
  - (i) registered domestic partner, or
  - (j) individual designated by the employee, if the employee has no spouse or registered domestic partner. (Such designation must occur during the first (1<sup>st</sup>) thirty (30) days of the employee's employment and may be changes in January of each year.)
- (2) In all such cases, the reason for the absence shall be given; the employee shall provide a minimum of three (3) hours' notice; and the employee shall follow the Hospital's requirements as to when and how notice is to be given.

## 15.7 PTO USE ENCOURAGED

The Hospital encourages employees to take PTO regularly to prevent unnecessary accumulation.

## 15.8 CASH OUT OF PTO

### a. For employees in their first year of employment

No more than two hundred sixteen (216) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first (1<sup>st</sup>) 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 sixteen (216) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with 15.6 (b)(i)(1) [Time of Submission of Requests] or 15.6(b)(ii)(1) [Time and Structure of Submission of Requests]. Employees also may elect, no fewer than thirty (30) days before the commencement of their anniversary year, to be paid for PTO accumulation in excess of eighty (80) hours.

### b. For employees with 2-4 years of service

No more than two hundred fifty six (256) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first (1<sup>st</sup>) 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 fifty six (256) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with 15.6(b)(i)(1) [Time of Submission of Requests] or 15.6(b)(ii)(1) [Time and Structure of Submission of Requests]. Employees also may elect, no fewer than thirty (30) days before the commencement of their anniversary year, to be paid for PTO accumulation in excess of eighty (80) hours.

### c. For employees with 5-9 years of service

No more than two hundred ninety six (296) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first (1<sup>st</sup>) 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 ninety six (296) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with 15.6(b)(i)(1) [Time of Submission of Requests] or 15.6(b)(ii)(1) [Time and Structure of Submission of Requests]. Employees also may elect, no fewer than thirty (30) days before the commencement of their anniversary year, to be paid for PTO accumulation in excess of eighty (80) hours.

### d. For employees with 10+ years of service

No more than three hundred thirty six (336) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first (1<sup>st</sup>) 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 three hundred thirty six (336) hours by the end of the calendar year (December 31) and such time off had



been granted in accordance with 15.6(b)(i)(1) [Time of Submission of Requests] or 15.6(b)(ii)(1) [Time and Structure of Submission of Requests]. Employees also may elect, no fewer than thirty (30) days before the commencement of their anniversary year, to be paid for PTO accumulation in excess of eighty (80) hours.

#### 15.9 EMERGENCY PAYMENT OF PTO

Special requests of payment of PTO in lieu of actual time off must be approved by both the Department Manager and the Director of Human Resources or designee. Approval will be granted only if the request is accompanied by a statement by the employee that the payment is necessary in order to preclude the loss of a principal residence through foreclosure or eviction or to provide immediate medical care for the employee or a member of his/her immediate family. Payment in lieu of PTO may not exceed a maximum of one hundred sixty (160) hours per calendar year and, in any event, will not be provided for PTO in advance of the time that it is earned.

#### 15.10 REQUESTS FOR PTO AND UNPAID TIME OFF

- a. 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, which ever applies. Exceptions are:
  - i. An employee can elect not to use PTO for a holiday scheduled off.
  - ii. An employee can elect not to use PTO for his/her own medical disability days preceding eligibility for ESL.
  - iii. An employee can elect not to use PTO for a physical disability leave or illness upon the exhaustion of ESL, and, to request instead an unpaid leave.
  - iv. An employee can elect not to use PTO for a day or days he/she has been asked to take as a temporary displacement.
  - v. An employee can elect not to use PTO to attend Union contract negotiation sessions.
- b. If an employee has a pre-scheduled, pre-approved vacation, but does not have sufficient PTO at the actual time of the vacation, due primarily to using PTO for voluntary or involuntary displacement days, the employee may still take the scheduled vacation, even if some or all of it is unpaid after the employee uses all available PTO.

#### 15.11 SEASON OF THE YEAR

PTO requests shall not be unreasonably denied because of the season of the year.

#### 15.12 USE OF ESL OR PAID SICK LEAVE

##### a. Waiting Period

ESL is to be used for absences from work that exceed twenty-four (24) scheduled work hours or three (3) consecutive work days, whichever comes first, and that are necessary because of the employee's own physical disability. If the employee is hospitalized overnight or if he/she becomes ill/injured within seven (7) calendar days of having used ESL, the above waiting period for access to ESL is waived for that absence.

##### b. Medical Verification

Reasonable medical or other verification may be requested by the Hospital regarding unplanned absences or the use of ESL. The Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required for any absence due to illness during the first (1<sup>st</sup>) year of employment. Thereafter, a doctor's certificate may be required only if the employee has been absent for more than three (3) consecutive days of work or if the Hospital has reason to believe the absence is an abuse of this provision.

##### c. Use of Paid Sick Leave Applicable to Per-Diem/Short-Hour Employees

A Per-Diem or Short Hour employee may use accrued Paid Sick Leave when he/she is ill or injured or for the purposes of the employee's receiving medical care, treatment or diagnosis, or to aid or care for a child, parent, ward, legal guardian, sibling, grandparent, grandchild, spouse, registered domestic partner or individual designated by the employee (if the employee has no spouse or registered domestic partner). Such employees must give reasonable notification of an absence from work for which paid sick leave is or will be used.

#### 15.13 INCREMENTAL USE OF PTO/ESL

PTO/ESL is to be used in increments of eight (8) hours unless one of the following exists:

- a. Advance approval is obtained for fewer than eight (8) hours.
- b. The employee's regular shift is more or fewer than eight (8) hours, in which case PTO/ESL hours equal to the shift shall be used.
- c. The employee is eligible for State Disability or Workers' Compensation payments, in which case ESL shall be integrated to supplement such payments.
- d. An emergency requires an employee's absence for less than a full shift, in which case the Hospital 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.

- e. Medical or Dental Appointment. PTO shall be granted to an employee when circumstances make it impossible to schedule a medical or dental appointment during non-working hours. When it is necessary to schedule an appointment during working hours, an employee, insofar as possible, shall endeavor to schedule such appointment at the beginning or at the end of the employee's shift. Sufficient advance notice shall be given by the employee.

#### 15.14 RATE AT WHICH PTO/ESL IS PAID

PTO/ESL hours shall be paid at the straight time rate in effect as of the date PTO/ESL is used (or cashed out, in the case of PTO and, in some cases, a portion of their ESL) plus any shift differential/premium to which the employee may be entitled.

#### 15.15 TERMINATION OR CHANGE IN STATUS

##### a. Termination

Upon termination of employment or change to a non-benefited status, employees shall be paid for all PTO hours accumulated but not taken and, in some cases, a portion of their ESL.

##### b. Change in Status

In the case of a change to non-benefited status, the pay in lieu of benefits differential will commence on the first (1<sup>st</sup>) day of the pay period following the date of the change. If an employee's status changes from non-benefit-eligible to benefit-eligible and he/she was previously benefit-eligible, the employee's previous years of service is recognized in determining the accrual rate: (i.e., the original date of PTO/ESL accrual is moved forward by the length of time in the non-benefit-eligible status) and any accumulated ESL which he/she had prior to the change to non-benefit eligible status will be restored for use by the employee.

##### c. ESL Payment upon Termination or Involuntary Displacement

Upon separation of employment or involuntary reduction to non-benefit-eligible status, accumulated ESL hours will be paid to employees with fifteen (15) or more years of service at the individual's hourly rate as follows:

Years of Service	Percentage of Accumulated ESL	Up to a Maximum of
35+	100%	350 hours
30+	90%	250 hours
25+	80%	200 hours
20+	70%	150 hours
15+	50%	100 hours

15.16 WORKERS' COMPENSATION AND STATE DISABILITY

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.

15.17 NO REQUIREMENT FOR PTO USE FOR PHYSICAL DISABILITY LEAVES

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 all consecutive workdays thereafter. For purposes of this paragraph only, a "leave" is to be construed as a physical disability absence exceeding three (3) workdays unless the employee is hospitalized.

15.18 USE OF PTO/ESL FOR WORK DAYS ONLY

PTO/ESL can only be used on scheduled workdays.

15.19 ADVANCED PAYMENT OF APPROVED PTO

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 (1) pay period, no additional tax deductions shall be imposed if only one (1) check is made covering such period.

15.20 PAY FOR HOLIDAYS WORKED

a. Recognized Holidays

Recognized holidays for the purpose of the following paragraphs are as follows:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Employee's Birthday	

A day, p.m., or night shift employee works a holiday shift when the major portion of the shift falls on one (1) of the above days.

b. Premium Pay

- i. If any nonexempt employee, regardless of category, is required to work one (1) 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 except as provided in 15.6(b)(ii) [Other PTO Requests]. This provision shall not apply to the employee's birthday, unless the employee requested his/her birthday off, in writing, at least one (1) week prior to the posting of the work schedule.
- ii. If any exempt employee, regardless of category, is required to work on one (1) of the above holidays, the employee shall receive a flat-rate bonus of two hundred and fifty dollars (\$250.00) for work on said day.

c. Holiday Work Among Pharmacists

The Employer will seek volunteers first among full-time and part-time Pharmacists and then among short hour and per diem Pharmacists for holiday work. If there are more volunteers than needed, holiday assignments will be based on seniority, first among full-time and part-time Pharmacists, then among short hour and per diem Pharmacists. In instances where an insufficient number of Pharmacists volunteer for holiday work, the Employer will assign the work by reverse seniority among part-time and full-time Pharmacists (excluding weekend-only part-time Pharmacists).

15.21 LEAVE SHARING PLAN

a. Program's Purpose

To provide employees an opportunity to donate voluntarily a portion of their accumulated Paid Time Off (PTO) hours to other employees who may suffer financial hardship due to a medical emergency or other covered emergency as described below.

b. Definitions

- i. Employee Donor. The employee who donates a portion of his/her accumulated PTO hours to an employee recipient through the Leave Sharing Plan.
- ii. Employee Recipient. The employee in need of PTO hours to cover a medical emergency or other covered emergency and who is authorized to receive donated PTO hours from other employees through the Leave Sharing Plan.
- iii. Medical Emergency. A medical condition of an employee, family member, or loved one that will require prolonged absence from work in which all accrued paid leave benefits available to the employee will be exhausted and will result in a substantial loss of income (ten [10] scheduled work days or more) to the employee.
- iv. Other Covered Emergency. Catastrophes caused by natural disasters such as earthquakes, fire, and floods that will cause a prolonged absence from work in which all accrued paid leave benefits available to the employee will be exhausted

and will result in a substantial loss of income (ten [10] scheduled work days or more) to the employee.

- v. Paid Time Off (PTO). The hours an employee has accrued and accumulated for purposes of vacation, holiday, short-term illness, and other personal needs. It does not include ESL hours, which are not transferable between employees.

c. Eligibility

All regular employees who participate in the PTO program are eligible to participate in the Leave Sharing Plan as employee donors and/or recipients. Participation in the Leave Sharing Plan is strictly voluntary.

d. Benefit Description

The Human Resources Department administers the Leave Sharing Plan by communicating the needs of potential employee recipients to the Manager of the department in which the employee works and facilitates with the Payroll Department the transfer of employees' PTO donations to the recipients. Those who choose not to participate in the Plan will be respected in administering the Plan. Potential recipients may seek help without divulging their identities to other employees. The identities of donors (and non-donors) will not be released to others.

An employee donor may donate accumulated PTO hours provided the donation is a minimum of four (4) hours.

An employee donor's PTO is donated in hours that are converted to a dollar value using the donor's current hourly wage rate. The dollar value is then converted back to hours based on the employee recipient's hourly wage. For example:

Donor		Recipient	
Hours donated (multiplied by)	8 hours	Dollar value (divided by)	\$100.00
Hourly wage (equals)	\$12.50	Hourly wage (equals)	\$10.00
Dollar value	\$100.00	Hours received	10 hours

If an employee recipient returns to work prior to using all the donated hours, the unused donated time will not be returned to the employee donor(s) but will be retained in the employee recipient's PTO bank.

In the event of the termination of employment or death of the employee recipient, the unused portion of the donated time will not be returned to the employee donor(s). The unused time will be paid to the employee recipient upon termination of employment or his/her estate in the event of death.

Payroll taxes on the value of donated hours are the responsibility of the employee recipient. Since the employee donor realizes no income, there are also no deductible expenses for IRS reporting purposes.

e. Becoming a Recipient

An employee who wishes to receive donated PTO hours completes a Leave Sharing Plan Recipient Form that is available in the Human Resources Department. The employee submits the completed form to his/her department manager.

The department manager reviews the form for eligibility and forwards it to Human Resources who will verify the emergency and anticipated length of absence.

If the request meets all the criteria for processing, a Human Resources representative will contact the employee requesting PTO donations and a release of information plan will be developed. The plan determines what information will be released to employees in subsequent announcements and to whom these announcements will be directed (i.e., one or more departments, a specific building or location, or hospital-wide).

Human Resources will assist with the communication needed on behalf of the potential employee recipient.

f. Becoming a Donor

An employee who voluntarily wishes to donate accumulated PTO hours completes a Leave Sharing Plan Donor form that is available in the Human Resources Department. The form is forwarded to Human Resources for processing with the Payroll Department. The Payroll Department will affect the transfer of the balances between employees.

## **SECTION 16 – LEAVES OF ABSENCE**

### **16.1 NOTIFICATION OF LEAVE IN WRITING**

An employee needing a leave of absence must notify the department manager in writing as soon as the employee learns of his/her non-availability for work. Such notice which will be on a form furnished by the Hospital must specify the reason for the leave, the date such leave will begin, and the expected date of return to work. Employees requesting a medical leave of absence are required to provide proof of disability in the form of a physician's statement.

## 16.2 LEAVE PERIODS

### a. Six (6) Months Medical Leave/Twelve (12) Months Industrial Injury Leave

Any regular employee who has been continuously in service with the Hospital for at least one (1) year shall be entitled to leave of absence, including maternity leave, on proper proof that the employee needs such leave because of physical disability.

Such leave shall not be more than six (6) months, except in the case of industrial injury, which shall not be more than twelve (12) months. Disability leave may be extended only by agreement between the employee and the Hospital.

Three (3) days prior to the conclusion of an approved leave, employees must provide their managers with confirmation of their availability to return to work. An employee who fails to report for work at the end of an approved leave is deemed to have voluntarily resigned. An employee returning from a medical leave of absence is required to provide a physician's statement that indicates that he or she is fit to return to work.

### b. Use of ESL/PTO to Extend Leaves

An employee on a non-industrial medical leave may have his/her leave extended beyond six (6) months up to a maximum of one (1) year in accordance with the following, provided the employee continues to qualify for such leave under Subsection 16.2(a):

- i. if the employee has ESL remaining at the end of the six (6) months, the leave will be extended to a maximum of one (1) year or the exhaustion of the employee's ESL, whichever comes first; and
- ii. if the employee elected to use PTO upon exhaustion of ESL, the leave will be extended to a maximum of one (1) year or the exhaustion of the employee's PTO/ESL, whichever comes first.

## 16.3 PARENTAL LEAVE

The Hospital will comply with the Federal and State regulations governing parental leave including, but not limited to, the Family and Medical Leave Act, the California Family Rights Act and the Americans with Disabilities Act.

### a. Legal Adoption/Fostering

Employees who have been employed by the Hospital for at least twelve (12) consecutive months shall be eligible for parental leave for the amount of time specified in the law for a legal adoption or fostering of a child. At the present time, the law allows for such employees to take up to twelve (12) weeks for a legal adoption or fostering of a child.



b. Birth

Employees, regardless of gender, who have been continuously employed by the Hospital for at least twelve (12) consecutive months shall be eligible for parental leave for the amount of time specified in the law for the birth of a child. At the present time, the law allows for such employees to take up to twelve (12) weeks for the birth of a child. This paragraph is not meant to limit the duration of maternity leave allowed by law or by this Agreement in any way.

16.4 LEAVES FOR EMERGENCY/OTHER REASONS

Leaves of absence for other reasons shall be granted only by agreement between the employee and the Hospital. At management's discretion regular employees may be granted a one-month emergency leave of absence.

16.5 RIGHTS/BENEFITS WHILE ON LEAVE

An employee shall not forfeit accrued rights under this Agreement by reason of a leave of absence, but during any unpaid portions of such leave the employee shall not accrue PTO or ESL nor be entitled to jury duty pay or bereavement leave.

16.6 RETURN TO DUTY

When an employee returns to duty in compliance with an authorized leave of absence, such employee shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which such employee was employed before his or her absence; but if conditions in the Hospital have so changed that it would not be feasible to reinstate him/her in such manner, then the Hospital will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances.

16.7 EMPLOYEES REPLACING THOSE ON LEAVE

All persons hired to replace employees who are on a leave of absence shall be so advised and shall be informed of the approximate date that the regular employee is expected to return from leave.

16.8 ADJUSTMENT OF ANNIVERSARY DATE

If the employee's leave of absence is more than twelve (12) months in the case of industrial injury or more than six (6) months in the case of disability or more than thirty (30) days in all other cases, the anniversary date may be adjusted for the full period of the leave, except for the first thirty (30) days of such leave. Leaves of absence for lesser periods than the above shall not result in adjustment of anniversary date, and in no case shall the first thirty (30) days be counted in any adjustment.

16.9 UNION BUSINESS

- a. An unpaid leave of absence will be granted to an employee for up to six (6) months for the specific purpose of working for the Union provided the employee has been employed by CHRCO a minimum of one (1) year.

- b. The request for leave under this Section must be made in accordance with the Hospital's leave policy and only one (1) employee may be on a leave of absence for Union business at any time.

#### 16.10 TEMPORARY EMPLOYEES

During an employee's leave of absence, the Hospital may hire a temporary employee to fill the employee's position, provided the Hospital first attempts to use per diem employees in the position. The temporary employee shall receive the appropriate contract wage rate and pay in lieu of benefits differential under Section 12.2.

### **SECTION 17 – HEALTH PROGRAM**

#### 17.1 HEALTH PLANS

The Hospital will continue to enroll all eligible regular full-time and regular part-time employees covered by this Agreement and the employee's spouse and dependent children in health, dental, prescription and vision programs designed, created and contracted by the Hospital. Included in this program will be the self-insured PPO program and an HMO alternative.

The Hospital will make its best effort to continue to offer the Kaiser Plan. If the Hospital believes it necessary to offer a different HMO, it will provide a comparable replacement plan, and give the Union thirty (30) days' notice of the change. "Comparable" as used herein shall mean the level of benefits and co-pays in the replacement plan, when taken as a whole, must be reasonably equivalent to the plan it replaces. During that period, the Hospital will meet with the Union, upon request, for the purpose of answering questions about and discussing the new plan.

During the term of this Agreement, the benefits of these programs will be provided in accordance with the summary plan descriptions developed by the providers. It is further understood that the Hospital will make its best efforts to establish and maintain a comprehensive network of providers through its PPO Plan.

#### 17.2 ELIGIBILITY

An eligible employee is a regular full-time or regular part-time employee who has worked continuously for the Hospital for twenty (20) or more hours a week for a period of sixty (60) days and who continues to work such a schedule.

##### a. PPO Reimbursement for Services at CHRCO

- i. Outpatient pharmacy: 90%.
- ii. Radiology services for adults provided at CHRCO, except 100% reimbursement if ordered by Employee Health, the Emergency Department or a CHRCO employed or contracted physician currently practicing at CHRCO.

b. HMO

- i. Office co-pay: \$15.00
- ii. Rx co-pay: \$10.00 Generic; \$20.00 for Formulary Brand; \$30 Non-formulary Brand (if applicable)
- iii. ER co-pay: \$50.00, waived if admitted
- iv. Employee Premium Contribution: None

c. PPO

- i. Deductible: \$250 individual/\$500 family
- ii. Office visit co-pay: \$15.00
- iii. Rx co-pay: \$10.00 Generic; \$20.00 for Formulary Brand; \$30.00 for -Non-formulary Brand
- iv. ER co-pay: \$50.00, waived if admitted
- v. Employee Premium Contribution: 15% Total Premium /Month

d. Second HMO Option

The Hospital will offer the Anthem Blue Cross HMO.

e. Dental Plan

Annual deductible of \$50.00/covered participant; \$150/family.

17.3 DEPENDENT CHILDREN

An eligible employee's dependent children under age 26 or of any age with total and permanent disabilities (if dependent becomes disabled prior to age 26) may be enrolled in the Health, Dental, Drug, and Vision Programs during Open Enrollment or due to a Qualifying Status change at the applicable contribution rates. (0% Kaiser, 15% total premium/month PPO or Second HMO Option).

17.4 DOMESTIC PARTNER

Any regular employee who desires to include his/her domestic partner (as defined in Section 36 [Domestic Partner Definition]) or his/her spouse may do so on his/her own individual application at the same Employee Premium contribution rates (0% Kaiser, 15% total premium/month PPO or Second HMO Option).

17.5 COVERAGE FOR WORKERS' COMPENSATION

The Hospital will continue coverage of an employee disabled for work by a job-connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

17.6 IMPACT OF INCREASED COSTS

In the event maintaining benefits requires increases in costs during the life of the Agreement for eligible regular full-time and regular part-time employees and their dependents, the Hospital reserves the right to convene the Hospital and Union negotiating committees to discuss the impact of such increases on the Hospital.

17.7 PHYSICAL EXAMINATIONS

Physical examinations required of employees in connection with their employment, according to the practice of the Hospital, shall be given without charge; and all costs incident to those examinations shall be borne by the Hospital. If the Hospital requires physical examinations other than pre-employment physicals, they shall be made during the employee's regular shift unless other mutually satisfactory arrangements are agreed upon. Pre-employment examinations shall be on the employee's time even if not given until after the employee is actively employed.

17.8 WAIVER OF MEDICAL/DENTAL/VISION COVERAGE

Per benefit plan provisions, an employee may elect to waive his/her medical, dental and vision coverage. In order to waive, the employee must provide proof of other medical insurance. The employee will receive a \$100 monthly credit. If the employee loses his/her other coverage during the year, the employee may elect medical dental and vision coverage under the Employer benefit plans, as long as the employee provides proof of loss of other coverage within thirty-one (31) days of losing other coverage.

- 17.9 Employees who become eligible during the year for benefits due to hours worked in a previous look back period (per healthcare reform regulations) and thus, become eligible for health plan benefits, the employee's premium in lieu of benefits will be suspended the day that benefits become effective.

## **SECTION 18 – UNEMPLOYMENT COMPENSATION AND DISABILITY**

The Hospital will voluntarily submit to the California Unemployment Compensation and Disability Law. The above coverage may be adjusted during the life of this Agreement in the event that future legislation is enacted that is applicable to non-profit hospitals.

## **SECTION 19 – LONG TERM DISABILITY INSURANCE**

The Employer agrees to continue to provide a long-term disability plan to replace fifty percent (50%) of lost salary up to a maximum of five thousand (\$5000) per month, with a waiting period of one hundred twenty (120) days.

Age When Disability Begins	Maximum Benefit Period
Age 65 or under	The date the 24 <sup>th</sup> Monthly Benefit is payable
Age 66	The date the 21 <sup>st</sup> Monthly Benefit is payable
Age 67	The date the 18 <sup>th</sup> Monthly Benefit is payable
Age 68	The date the 15 <sup>th</sup> Monthly Benefit is payable
Age 69 or older	The date the 12 <sup>th</sup> Monthly Benefit is payable

## **SECTION 20 – GROUP LIFE INSURANCE**

The Hospital will provide each regular employee working a predetermined work schedule of not less than twenty (20) hours per week with a ten thousand (\$10,000.00) group life insurance and a ten thousand dollar (\$10,000.00) accidental death and dismemberment insurance coverage. The Hospital will pay the premiums for such coverage. This coverage will be effective on the first (1<sup>st</sup>) day of the month following the completion of sixty (60) calendar days of continuous employment.

## **SECTION 21 – RETIREMENT PLAN**

### **21.1 RETIREMENT BENEFITS**

#### **a. The Plan**

The Hospital will continue to provide the benefits of the Retirement Plan for Children’s Hospital & Research Center Oakland (the “Plan”). The Plan provides benefits to employees who work continuously for twelve (12) months and meet the “Eligibility Service” and “Vesting Service” requirements.

#### **b. Supplemental Benefits for Medicare**

The Hospital will make direct payment of eleven dollars (\$11.00) per month for retirees eligible for Medicare in order to allow such retirees to obtain supplemental benefits.

#### **c. “Eligibility Service”**

“Eligibility Service” means a twelve (12) month eligibility period in which an employee is credited with at least one thousand (1,000) hours of Service. The initial eligibility period shall begin on the employee’s initial Date of Hire. Subsequent eligibility periods shall change to the first (1<sup>st</sup>) day of the applicable Plan Year for any eligibility period beginning, during, or after an eligibility period in which an employee is credited with fewer than one thousand (1,000) Hours of Service.

#### **d. Accreted Unit**

Employees hired prior to January 1, 2012 will continue to participate in the Retirement Plan for Children’s Hospital & Research Center Oakland (the “Plan”).

Effective within sixty (60) days of the ratification of this Agreement, employees who were hired on or after January 1, 2012 will be eligible to participate in the “Plan”. Employees will receive credit for vesting for years prior to the date of ratification of this Agreement, subject to the vesting and eligibility service requirements of the “Plan;” however, employees will not receive credit for benefit service for years employed prior to the “entry date.” Also, such employees who are eligible to participate in the 401(a) plan will continue to vest in that plan but will no longer receive contributions to that account for employment following the “entry date.”

- e. If there is any discrepancy in the language of 21.1(d) related to the Accreted Unit, the terms and definitions in the “Plan” will control.
  - f. If the ratification of this Agreement occurs prior to July 1, 2018, then this paragraph is null and void. If the ratification of this Agreement occurs on or after July 1, 2018, then employees hired prior to January 1, 2012, will have been transferred from the “Plan” into the Retirement Plan Children’s Hospital Research Center at Oakland Unrepresented Employees (the “New Plan”) on or about July 1, 2018. The only difference between the “Plan” and the “New Plan” is that the “Plan” is based on a calendar year while the “New Plan” is based on a fiscal year. Once this agreement has been ratified, those employees hired prior to January 1, 2012, will be transferred out of the “New Plan” and back into the “Plan”.
- 21.2 The monthly accrued benefit for each year of service is equal to  $1/12^{\text{th}}$  of 1.6% of the Final 5-Year Average Compensation, which is defined in the plan as meaning the sum of a Participant’s Compensation for his highest five (5) consecutive full calendar years out of the last ten (10) full calendar years of employment as an Eligible Employee prior to his Normal Retirement Date divided by the number of years for which Compensation is counted. Compensation shall only be counted during such period for years in which the Participant has at least one thousand (1,000) Hours of Service and was an Eligible Employee during the entire year.
- 21.3 The Hospital will provide the 403(b) Savings Plan for Children’s Hospital & Research Center Oakland to all employees.

21.4 RETIREE HEALTH CONTRIBUTION

a. Ten (10) Years and Age Fifty-five (55)

Employees who retire after ten (10) years of employment in a benefited status (Full-Time Regular [FTR] or Part-Time Regular [PTR]) and attainment of age fifty-five (55) will be eligible to enroll for individual coverage in the Hospital sponsored HMO Plan, at their own expense, until the employee reaches age sixty-five (65) or becomes Medicare eligible, whichever occurs first. The maximum charge to a retiree for this plan shall be the COBRA premium for individual coverage.

b. Twenty (20) Years and Age Sixty (60)

For employees who retire from employment (FTR or PTR) with twenty (20) or more years of benefitted employment (FTR or PTR) who are age sixty (60) but under age sixty-five (65), the Hospital will contribute an amount equal to \$100 x years of benefitted service/12 towards the cost of the above coverage, commencing the first of the month following the employee's attainment of age sixty (60) and ending when the employee reaches age sixty-five (65) or becomes Medicare eligible, whichever comes first. To be eligible for this benefit, the employee must enroll in the applicable HMO period no later than the open enrollment period preceding the employee's retirement.

For employees who retire from employment (FTR or PTR) with twenty (20) or more years of benefitted employment (FTR or PTR) at or over age sixty-five (65), the Hospital will contribute an amount equal to \$50 x years of benefitted service / 12 towards the cost of the above coverage for a documented Medicare supplement plan for ten (10) years.

It is the understanding of the parties that this language represents the current benefits with no changes.

## **SECTION 22 – NO DISCRIMINATION**

The Hospital and the Union agree that neither the Union nor the Hospital shall discriminate in respect to employment and continuing employment, by reason of Union activity, political affiliation, race, color, creed, national origin, handicapped or veteran status, or gender identity, nor, to the extent provided by state, federal, or local law, by reason of sex, age, or sexual orientation.

The Employer agrees to maintain clear policies prohibiting discrimination on the above grounds and agrees that such policies shall be effectively publicized and enforced throughout the Hospital. Such policies shall be readily accessible to employees when requested.

## **SECTION 23 – UNIFORMS**

If the Hospital ever desires to require that employees in this bargaining unit wear uniforms or special type work clothes, then the Employer agrees to bargain with the Union over the implementation and all impacts of the implementation of such.

## **SECTION 24 – IN-SERVICE TRAINING / ORIENTATION PRIOR TO ASSIGNMENT OF DUTIES**

### **24.1 AVAILABILITY OF IN-SERVICES**

When the hospital provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Hospital will use its best effort 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 Hospital will meet with the Union for the purpose of working out a mutually acceptable solution. Furthermore, mandatory in-services and staff meetings shall be paid as time worked.

### **24.2 IN-SERVICES ON ISOLATION TECHNIQUES**

The Hospital will provide or continue to provide in-service education on the subject of isolation techniques to employees who come in contact with diagnosed isolation cases. An employee who has not been provided with such training may request intervention by the person in charge of the department, in the event the employee's immediate supervisor assigns the employee to a diagnosed isolation case or cases.

### **24.3 CEUS**

When in-service education programs provided by the Hospital qualify for accreditation by the State for purposes of continuing education for re-licensure or re-certification, the Hospital will seek such accreditation and pay the State fees for accreditation of the course.

### **24.4 INFORMATION ON EDUCATION PROGRAMS**

The Hospital will continue to seek information on educational programs and approved continuing education courses offered by other Bay Area Hospitals and will continue to provide Bay Area Hospitals with similar information on programs offered by the Hospital. The hospital will make its best efforts to provide to employees, in a timely manner, information on educational programs and continuing education courses offered by the Hospital and other Bay Area hospitals.

### **24.5 ORIENTATION**

An employee must notify his/her supervisor whenever the employee is assigned to duties to which he/she has not been previously oriented. The Hospital will provide orientation prior to, or in conjunction with, the assignment of any duties that have been so identified.

### **24.6 MANDATED COURSES**

Attendance at all mandated courses that are required by the Hospital, including Hospital mandated preparation time, training programs, and inservice classes, including but not limited to NALS, PALS and BLS, shall be paid as time worked. Mandatory class time shall count as time worked for all purposes including overtime but preparation time shall not be considered time worked for purposes of computing overtime.



## **SECTION 25 – EDUCATIONAL LEAVE**

### **25.1 BENEFIT**

#### **a. Courses, including Home Study**

Regular full-time employees shall be entitled to forty (40) hours leave with pay and regular part-time employees shall be entitled to prorated leave with pay each year to attend/participate in courses, institutes, workshops, or classes of an educational nature, including home study and online courses, provided:

- i. the employee applies in advance in writing specifying the course, institute, workshop, or class he or she wishes to attend/participate;
- ii. the employee obtains permission from his or her supervisor to attend/participate;
- iii. such leave shall not interfere with staffing; and
- iv. such leave is job-related or relates to a job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility.

### **25.2 REQUESTS FOR PAID EDUCATION LEAVE, INCLUDING CONTINUING EDUCATION**

Permission for such educational leave will not be unreasonably denied. Educational leave to which an employee is entitled may be used to fulfill continuing education programs required by law to maintain licensure and, in the event such requirements are greater than the paid education leave to which an employee is entitled, necessary additional leave without pay shall be granted. If an employee submits a written request for educational leave at least one (1) month in advance, the Hospital will notify the employee in writing at least two (2) weeks in advance as to whether the requested leave will be permitted or denied.

### **25.3 GOVERNING PRINCIPLES**

In applying the educational program, the following principles shall govern:

- a. If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the employee will be excused from his/her shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the employee's regular schedule if less than eight (8) hours.
- b. If the educational program has a duration of fewer than four (4) hours and falls within the employee's shift in whole or in part, the employee will be paid for hours spent at the educational program and will work the balance of his/her shift or, at the option of the Hospital, the employee can be excused from his/her entire shift and be paid eight (8) hours educational leave pay or up to a maximum of the employee's regular schedule if less than eight (8) hours. The Hospital shall notify the employee of the

option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day or the employee's regular schedule if less than eight (8) hours.

- c. If the educational program has a duration of fewer than four (4) hours and falls entirely outside the employee's shift, the employee shall not receive educational leave pay; provided that employees qualifying for paid education leave shall receive pay for such leave for education programs occurring on their day off. In view of the fact that employees assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this Subsection will be as follows: a night shift employee (other than an employee who is entitled to paid education leave for programs outside his/her shift), who attends educational programs which would otherwise qualify under the educational leave and pay provisions but fall entirely outside of the employee's night shift, may accumulate such educational leave time until he/ she has accumulated the equivalent of a full shift.

At that time, equivalent paid time off at the mutual convenience of the Hospital and the employee will be arranged.

If the approved educational program is six (6) hours or more in duration, the Hospital will excuse the employee from the night shift either immediately preceding or immediately following the program.

The night shift from which the employee shall be excused shall be determined by mutual agreement, and the deduction from accrued educational leave shall be equal to the employee's normal scheduled shift.

#### 25.4 GRANTED ON A CALENDAR YEAR BASIS

Educational leave is to be granted on a calendar year basis. To be eligible for education leave, the regular employee must be employed prior to October 1 of the year in question. If he or she is employed on or after October 1, he or she qualifies for educational leave in the following calendar year.

#### 25.5 WAIVER/ACCUMULATION OF BENEFIT

A regular employee who does not apply for educational leave waives it for that year. If such employee requests educational leave and does not receive it in a particular year for which he or she is qualified, the employee may accumulate it for the following year. If the Hospital wishes the employee to engage in an outside educational program, the Hospital and the employee may mutually agree that this is charged against the employee's education leave. If the employee declines to engage in such educational program, the Hospital 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 educational leave. The Hospital may require a verbal report from the employee on educational leave, describing the activities involved.

## 25.6 EDUCATIONAL OPPORTUNITIES

A regular full-time employee who is accepted for enrollment in an accredited academic program to obtain certification, licensure or other credentials to meet the academic prerequisites for obtaining another position at Children's Hospital Oakland may request to reduce his/her hours to a 4/5 or 3/5 status for a period of not longer than nine (9) months in any twelve (12) month period in order to attend classes in such a program.

To be eligible for consideration, an employee must have a minimum of five (5) consecutive years of service with the Hospital, have an acceptable performance record during the preceding six (6) months of his/her employment, and provide written evidence, acceptable to the Hospital, of acceptance in an accredited academic program.

Requests for such voluntary reductions must be submitted at least thirty (30) calendar days in advance of the commencement of the academic program. At any given time no more than five (5) regular full-time employees may be permitted to voluntarily reduce hours. Where there are more than five (5) requests for voluntary reduction of hours seniority shall be the determining factor in approving the reduction of hours.

Initial approval for voluntary reduction in hours shall be subject to staffing and scheduling needs in the employee's department at the time of the request. Continued approval of the voluntary reduction in hours shall be subject to the employee's proof of satisfactory performance in the accredited academic program acceptable to the Hospital (passing grades).

## 25.7 TUITION REIMBURSEMENT PROGRAM

### a. Purpose of the Program

The Hospital will contribute financially to an individual's participation in educational programs and/or courses intended to improve present job skills and/ or taken to prepare for other jobs/positions within the Hospital to which the employee might reasonably be promoted or transferred

The program is intended to assist employees in the improvement of their professional qualifications. There is no assurance that participation, in itself, will result in advancement or any other changes in current employment status.

### b. General Information

The Tuition Reimbursement Program is intended to reimburse eligible employees for a portion of registration/tuition/examination fees and/or textbook costs as set forth in this program.

### c. Employee Eligibility

- i. Full-time and Part-time Employees. This plan is available to regular full-time or regular part-time employees with at least one (1) year of continuous service with

the Hospital, a current satisfactory performance review rating, and no disciplinary action within the past six (6) months.

- ii. Active Employment Required. Participants must be actively employed by the Hospital at the completion of any approved course, and satisfy the additional requirements set forth in Subsection (f) below, in order to receive reimbursement.
  - iii. Seniority. Courses shall be considered for approval in the order completed applications are received, until the yearly maximum is reached (See Subsection (e)(v) [Maximum per Calendar Year] below). If multiple, completed applications are received on the same day, they shall be considered for approval in order of seniority.
- d. Course of Study Eligibility
- i. Formal Program. Education expenses must be incurred in a formal program which leads to one (1) of the following:
    - (1) an undergraduate degree
    - (2) a graduate degree
    - (3) a professional license or a certification.
  - ii. Educational expenses may also be incurred:
    - (1) in courses and/or seminars designed to enhance current job skills;
    - (2) in courses required for license renewal or re-certification; and
    - (3) to attend professional meetings related to area of licensure or current job.
  - iii. Accredited Institution. The course must be offered through an accredited university, college or other recognized educational institution. If the institution is not formally accredited, its legitimacy and credibility by recognized standards must be reasonably demonstrated and validated by the Educational Resources Department. Seminars, courses, and professional meetings must be offered through a recognized sponsor and must offer the participant continuing education units. (CEUs).
  - iv. Time Course is Taken. The Course must be scheduled and taken on the employee's own time, outside his/her scheduled working hours, or while the employee is using approved Educational Leave.
  - v. CEUs. While it is possible that employees in certain positions will be able to obtain continuing educational units (CEUs) for attending college courses, it is not the intent of the program to assure the accumulation of needed CEUs or to maintain current licensure.

- vi. Initial Certification Requirements. In order for initial certifications to be covered by this program, the following conditions Must be satisfied:
  - (1) The course requires a minimum of forty (40) hours of instructional time.
  - (2) The certification is related to the employee's current job or is a program that prepares him/her for a possible future position within the Hospital.
- vii. The cost of recertification and license renewals are not covered by this program.
- viii. This program does not cover travel expenses related to attending seminars, courses, or professional meetings.
- e. Course Approval
  - i. Application Forms. Employees desiring tuition reimbursement must complete a Tuition Reimbursement Application form available from the Human Resources Department.
  - ii. New Application. A new application must be completed for each course to be taken in a calendar year.
  - iii. Time of Submission of Application. Employees must complete and submit the application to the Human Resources Department at least three (3) weeks prior to the starting date for the proposed course of study for notification of approval or denial.
  - iv. Course Approval. The course and the employee's participation in the program must be approved by the Physician Director (if applicable) or Department Manager.
  - v. Maximum per Calendar Year. Course approvals for the entire program may not exceed \$130,000 in one (1) calendar year. Any unused funds in a calendar year shall not roll over to the following year. If the first (1<sup>st</sup>) year of the program is less than a full calendar year, the amount of available funds shall be prorated.
- f. Reimbursement
  - i. Requirements. To receive reimbursement, the employee must submit the following to the Human Resources Department within thirty (30) day of course completion:
    - (1) The official record indicting acceptable grade ("C" or above) or satisfactory completion of the course if grades are not given. For technical employees attending seminars or professional meetings, the employee must submit satisfactory confirmation of attendance.
    - (2) A canceled check or official receipt for the eligible expenses to be reimbursed.

- (3) The employee's copy of the approved request form.
  - ii. Processing of Reimbursement. The Human Resources Department will process the request for reimbursement.
  - iii. Reimbursement Check. The reimbursement amount is paid out in a separate check from the employee's regular paycheck. This check will be issued within six (6) weeks of the date the request for reimbursement was submitted.
  - iv. Reimbursement Amount. Reimbursement for one (1) employee in a calendar year may not exceed the tuition, fees, and books up to a maximum of one thousand five hundred dollars (\$1,500.00).
- g. Other Conditions and Exclusions
- i. Reimbursement under this program shall be subject to all applicable tax laws and regulations.
  - ii. In the event the applicant is eligible for partial payment from another source, the percentage of reimbursement received from the Hospital will be applied only towards the remaining balance of eligible expenses. If the total eligible expense for a specific course is provided by a scholarship or other financial grant (such as the GI Bill), the Hospital will not be obligated to pay any part of the expense.
  - iii. Employees are responsible keeping track of their yearly benefit amount. Should an employee use all funds available, no further benefit will be paid even if a previously approved Tuition Reimbursement request has been filed and accepted.

## **SECTION 26 – MOONLIGHTING**

The Union will use its best efforts to cooperate with the Hospital to prevent moonlighting that interferes with the employee's attendance and/or performance of his/her duties with the Hospital. The foregoing does not imply a ban on moonlighting itself but rather a commitment to prevent moonlighting that leads to attendance and/or performance problems.

## **SECTION 27 – BULLETIN BOARDS**

- 27.1 Upon submission by the Union to a designated representative of the Hospital of a Union notice officially approved by the Union containing no editorial comment, the Hospital will promptly post such notice on the bulletin board in each major department: Social Services, Pharmacy, and Pediatric Rehabilitation. Such notice will remain posted for a reasonable amount of time.

- 27.2 The Hospital will post on such bulletin boards position vacancies to satisfy the requirements of Subsection 10.5 Posting Requirements.
- 27.3 These bulletin boards shall each be designated as a NUHW board and shall be equipped with protective covering.

The Employer and the Union agree that the bulletin board on the ground floor (main hallway adjacent to the Environmental Services/Linen Department) and a bulletin board on the second floor (outside the Nursing Office), both equipped with protective coverings, represent compliance with this Section.

## **SECTION 28 – CONSCIENTIOUS OBJECTION**

- 28.1 The rights of patients to receive medical care and the obligation of the Hospital to render such care must be recognized and respected. In the case of therapeutic abortions, employees accept the obligation of providing competent medical care as a major responsibility; however, it is recognized that an employee may hold sincere moral or religious beliefs that require the employee in good conscience to refuse direct participation in such medical procedures.

Cases where there are issues other than therapeutic abortions, such as cases involving the withdrawal of support, would be referred to the Hospital's Policy on "Request to be Excused From Aspects of Patient Care."

- 28.2 The Hospital agrees that an employee may refuse to directly participate in such medical procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment, or discipline by reason of such refusal. An employee who has an assignment where participation in therapeutic abortion occurs and who conscientiously objects to such participation shall notify his/her supervisor of this position in writing which may require reassignment or transfer.
- 28.3 In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive medical care shall take precedence over the exercise of the employee's individual beliefs and rights. In such cases, the Hospital shall arrange for reassignment/transfer at the earliest possible opportunity.

## **SECTION 29 – UNION REPRESENTATIVES' VISITATIONS**

- 29.1 The Union Field Representative or qualified representative of the Union shall be allowed to visit the Hospital for the purpose of ascertaining whether or not this Agreement is being observed and to observe job conditions under which employees are employed. This privilege shall be exercised reasonably and shall be related to the representative's responsibility for seeing that the Hospital is in compliance with the Agreement.

- 29.2 The Union Field Representative or qualified representative of the Union shall report to a designated management official when entering the Hospital and such representative shall not interfere with the normal conduct of work in the Hospital. The Union representative may confer with employees, including Shop Stewards, upon their own free time and in public areas within the Hospital such as cafeterias or coffee shops or in designated non-work areas.
- 29.3 In the case of a tour to observe conditions, the Union Field Representative or off-duty shop steward shall notify the designated management official where he/she intends to go within the permitted areas of the Hospital. The Union representative shall not engage in discussion with employees who are on duty during the course of the tour and shall not be accompanied on the tour by anyone other than an authorized business representative. The Union representative may distribute material in the cafeteria and designated lounges provided a copy of the material is sent in electronic form to both the Vice President of Human Resources and the Director of Labor Relations no later than 4:00 PM on the day prior to the intended date of distribution, material is not offensive and does not constitute a personal attack on individuals and does not denigrate patient care at the facilities.
- 29.4 In the case of a grievance investigation, the Union Field Representative shall make an appointment in advance with the designated representative of management. Prompt and reasonable arrangements will be made so that a joint investigation of the grievance can be made.
- 29.5 The Union Field Representative assigned to the Hospital may request a job description or job descriptions of bargaining unit positions. Such description or descriptions shall be given to the Union Field Representative in all cases where they are available or, if in the process of revision, as soon as the revised description or descriptions become available.
- 29.6 Employees appointed or elected to the Union Negotiating Committee shall receive full credit towards accrual of seniority and benefits, including any payment thereof, for all time missed from their regular work schedules due to negotiations.
- 29.7 The Hospital and the Union shall reasonably apply the provisions of this Section.

## **SECTION 30 – SHOP STEWARDS**

### **30.1 STEWARDS**

Appointment and Notification: The appointments shall be made in such manner as the Union determines, and the Hospital will be notified in Writing of such appointments (and/or any changes thereto), at least ten (10) business days prior to their effective date. In the written notice(s), three (3) of such appointees shall be designated floating stewards.

### **30.2 HOSPITAL EMPLOYEES**

It is understood that the Shop Stewards shall be current Hospital employees.



30.3 HOSPITAL REPRESENTATIVE

The Shop Steward shall only deal with the representative of the Hospital designated to handle grievances.

30.4 FUNCTION OF STEWARD

The following Section is illustrative rather than comprehensive. It is understood that Stewards' duties are determined internally by the Union, although the Hospital is only required to deal with Stewards on matters involving the interpretation or application of this Agreement, or past practices, or workplace policies or procedures. The function of the Shop Steward shall include assisting employees. The function of the Shop Steward shall be to assist employees in settling problems arising in connection with the application or interpretation of the provisions of this Agreement directly with the Department Head or such other person as the Hospital may designate and to participate, at the option of the employee, in Steps One and Two of the Grievance Procedure as set forth in Section 33 of this Agreement.

30.5 OUTSIDE WORKING HOURS

The Shop Steward shall perform his/her functions outside of his/her working hours on his/her own time unless the Hospital requests the steward's presence at a meeting during the steward's working hours.

30.6 NORMAL OPERATIONS OF THE HOSPITAL

The Shop Steward 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 Hospital or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.

30.7 SHOP STEWARD/GRIEVANCE MEETINGS

The Hospitals designated representative is only required to meet with one Shop Steward on any grievance. Only the designated Shop Steward, the Chief Steward, the Union Representative and/or the Grievant shall present the Union's position and/or ask questions at grievance meetings, although additional stewards may attend for training purposes.

30.8 WEINGARTEN

In connection with investigatory interviews required by the Hospital in which an employee reasonably believes that such investigation will result in disciplinary action, an employee upon his or her request shall be entitled to have a Union Field Representative, and/or Shop Steward present, provided that such disciplinary interviews are not delayed beyond twenty-four (24) hours by the inability to have both Union representatives present. It is understood that the role of the Union representative shall be strictly in accord with the NLRB v. WEINGARTEN. In those cases where there are two Union representatives present and/or two Hospital representatives, there shall be only one spokesperson for each party, and the other representatives shall serve only as observers.

### 30.9 TIME OFF WORK

Elected officers and Stewards of the Union may apply for time off of up, to five (5) days each calendar year to attend educational programs which are specifically, designed to enhance the knowledge and skills of the officer in the performance of his or her Union duties. Each officer and/or Steward is required to request time off at least thirty (30) days prior to the program's scheduled date. The Hospital shall not unreasonably deny the request of the Union officer and/or Steward to attend an educational program.

## **SECTION 31 – COMPLAINTS**

- 31.1 It is hoped that most questions arising under this Agreement can be settled short of following the formal Grievance Procedure. The Hospital recommends that an employee who has a claim or complaint discuss the matter with his/her supervisor. If the employee prefers, however, the employee may first consult with a Union official. There will be no retaliation against any employee for presenting a claim or complaint or for consulting a Union official in the first instance.
- 31.2 If an employee has any complaints that the employee believes have not been properly considered by the supervisor, the employee may confer with the Administrator or his/her designated representative. At this conference, the employee may be accompanied by a Union official. The employee shall be entitled to an answer within a reasonable length of time.
- 31.3 Included among the subjects upon which conferences may be requested are problems relating to verbal warnings, workloads, and adequate staffing. It is agreed that such cases or subjects are not subject to the Grievance Procedure except as otherwise specifically provided in this Agreement. However, conferences may be requested in cases of disciplinary suspension or discharge, and such cases shall be subject to the Grievance Procedure, including arbitration, as provided below.
- 31.4 An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt that indicates the employee acknowledges 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. An employee may grieve a written warning provided the grievance is presented in writing within thirty (30) days. Letters of warning shall be given consideration based upon the seriousness of the incident and the length of time since the occurrence of the incident.
- 31.5 Periodic performance evaluation reports are intra-hospital records and are not subject to the provisions of this Section or the Grievance Procedure. Such reports will not be used in support of disciplinary action. Upon request, an employee may have a copy of his or her performance evaluation.

## **SECTION 32 – DISCHARGE FOR CAUSE**

- 32.1 The Hospital shall have the right to discharge or suspend any employee for just cause. Examples of just cause, but not an exhaustive list, are: proven dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or violation of the Hospital House Rules, which shall be published and communicated to the employees. The Hospital agrees to exercise fair and reasonable judgment in the application of this Section.
- 32.2 The Employer and the Union agree that the discipline related to Employer-established performance/production standards shall be subject to the "just cause" provisions referenced in this Section.
- 32.3 If, in the opinion of the Union, an employee has been unreasonably discharged or has been discharged or displaced to avoid tenure advancement or because of Union activity, such discharge or displacement shall be subject to the Grievance Procedure provided below.
- 32.4 The Hospital may draft such reasonable House Rules as may be deemed necessary for governing the conduct of employees. Such rules, when drafted, shall be forwarded by mail, return receipt requested, to the Union before being posted, communicated, or distributed to the employees.
- 32.5 Cleansing Period: Prior disciplinary actions shall not be used as the basis for progressive discipline where there has not been a reoccurrence of a similar offense in a one (1) year period. However, nothing in this Section shall be construed to prohibit management from considering an employee's entire disciplinary file when determining the appropriate level of discipline.

## **SECTION 33 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 33.1 Any problem arising in connection with the application or interpretation of the provisions of this Agreement, including the problems of discharge or suspension, which cannot be amicably adjusted between an employee of the Hospital and the Department Head, or such other person as the Hospital may designate, shall be reduced to writing, signed by the employee or Union representative, whichever is appropriate, and submitted to a Hospital representative designated by the Hospital. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged occurrence giving rise to the grievance. In the event the grievance concerns the discharge or suspension of an employee, the grievance must be presented in writing within ten (10) working days following discharge or suspension.
- 33.2 STEP ONE - GRIEVANCE CONFERENCE
- Within seven (7) days of receipt of the written grievance by the Hospital, the Union, the employee, and the Hospital Administrator or designated representative shall meet and

attempt to resolve the matter informally. If the efforts to resolve the grievance in this matter are unsuccessful, either party may request that the matter be referred to an Adjustment Board. The request for an Adjustment Board must be made to the other party within fifteen (15) days of the receipt by the Hospital of the written grievance.

### 33.3 STEP TWO - ADJUSTMENT BOARD

Upon receipt of a timely, written request, there shall be an Adjustment Board established consisting of two (2) Union Field Representatives designated by the Union and two (2) representatives designated by the Hospital. The Adjustment Board shall meet within ten (10) days of receipt of the request for its establishment and shall consider fully all aspects of the issues presented. Any decision by a majority of the four members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations on jurisdiction and authority contained in 33.4(c) below. If, during the period that the Adjustment Board can meet, no majority decision is reached, either party may request in writing that the matter be referred to Step Three, provided that if such request is made, it must be made within ten (10) days of a deadlock at the Adjustment Board, or within ten (10) days following the period during which the Adjustment Board can meet whichever occurs first, or proceeding to arbitration shall be waived.

### 33.4 STEP THREE – ARBITRATION

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

- a. If the parties cannot reach agreement, the parties shall obtain a list of impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.
- b. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of the briefs, whichever is later.
- c. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She shall not have authority to:
  - i. amend or modify any provision of this Agreement; or
  - ii. render an award on any grievance arising before the effective date or after the termination date.

- d. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

## **SECTION 34 – NO STRIKE – NO LOCKOUT**

Neither the Union nor the Employees shall threaten to, or participate in, any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage (collectively referred to as "work stoppage") and the Hospital shall not lock out employees during the life of this agreement. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same.

## **SECTION 35 – SAFETY**

- 35.1 The Hospital will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Hospital. In the event any safety or health hazard is detected, it shall be promptly reported to the Hospital and Shop Steward. Reports under this Section and matters of safety and health shall be presented by such Shop Steward to the Joint Committee. The Hospital shall then have a reasonable period of time to remedy the situation. If, in the judgment of the employee or the Union, the Hospital shall thereafter fail to completely remedy the situation, the employee or the Union shall be free to contact the Industrial Safety Commission of the State of California for appropriate action. Disputes concerning conditions of health and safety within the Hospital shall not be subject to the complaint and grievance and arbitration procedures of this Agreement, but shall be subject to the applicable administrative procedures established by federal and California laws.
- 35.2 Walk-around or inspection by a Union representative or representatives with a management representative or representatives by direction of the Committee shall not result in loss of pay to the employees. The Hospital will make available the following material to the Union steward: copies of the Hospital's log of occupational injuries or illness, with the consent of the employees involved, material required by law to be posted, and information relating to known or determined health or safety hazards in the Hospital.

## **SECTION 36 – DOMESTIC PARTNER DEFINITION**

Children's Hospital Oakland defines a "domestic partner" relationship as an eligible employee and one (1) other person (the "partner" or "domestic partner") sharing a committed relationship with the following characteristics:

1. living together in the same household;
2. financially interdependent;

3. jointly responsible for each other's common welfare;
4. considering themselves as life partners;
5. not legally married;
6. not currently part of another domestic partner relationship (i.e. multiple partners), except in cases where a previous partner has died; and
7. not part of another domestic partner relationship in the twelve (12) months prior to enrollment as domestic partners for the purpose of Hospital benefits.

Employees may not enroll or identify roommates, parents, children, siblings, grandparents, aunts/uncles, other blood relatives as domestic partners.

### **SECTION 37 – TERM OF AGREEMENT**

This Agreement shall be effective on the 21<sup>st</sup> day of October, 2020, and shall remain in full force and effect without change, addition, or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through August 31, 2021, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to September 1, 2021 or any September 1 anniversary date thereafter.

### **SECTION 38 – MANAGEMENT RIGHTS**

The Employer retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer, except as limited, delegated, or deleted by this Agreement include:

1. To the executive management and administration of the hospital and its properties and facilities;
2. To manage, direct, and maintain the efficiency of its business and personnel;
3. To manage and control its departments, buildings, facilities, equipment, and operations;
4. To create, change, combine, or abolish jobs, departments, and facilities in whole or in part;
5. To discontinue work for business, economic, medical, or operational reasons;
6. To direct the work force;
7. To increase or decrease the work force;
8. To determine staffing patterns and levels and the number of Employees needed;
9. To lay off Employees;

10. To hire and promote Employees;
11. To suspend, discipline and discharge Employees;
12. To investigate Employee misconduct and implement appropriate disciplinary action;
13. To establish work standards;
14. To establish schedules of operations;
15. To establish goals and objectives of its Employees' performance;
16. To specify or assign overtime;
17. To determine working hours, shift, and days off;
18. To adopt rules of conduct, appearance and safety, and penalties for violations thereof;
19. To determine the type and scope of work to be performed and for the services to be provided to patients;
20. To determine the methods, processes, means, and places of providing service to patients;
21. To determine the quality of patient services;
22. To acquire and dispose of equipment and facilities;
23. To determine the places where work will be performed;
24. To hire temporary Employees for designated periods of time;
25. To pay wages and benefits in excess of those required by this Agreement;
26. To effect technological changes in its equipment and operations;
27. To sell, close, or dispose of all or part of the Facility;
28. To set the number, location, or types of facilities;
29. To set the price of all products and services;
30. To set the price of all purchases;
31. To set the corporate and financial structure of the hospital;
32. To select, retain, or discontinue all food and vending machine supplies and the prices of their products or services;
33. To determine the scope and services within levels of care, additions, or deletions to unit-specific skills rosters (subject to the laws and regulations governing patient care and practices of nursing);
34. To determine shifts, the types of shifts, and the number of hours which constitute a shift (e.g. 8, 10, 12) for any unit or other division or subdivision of the Hospital;
35. To adopt reasonable rules and regulations;

36. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Employer except as limited by the specific terms of this Agreement. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not constitute a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **SECTION 39 – BILINGUAL DIFFERENTIAL**

### **39.1 DIFFERENTIAL**

If the Employer designates individuals to carry out their job duties in a language other than English, such individual shall receive a \$1.00 per hour bilingual differential for all hours worked.

### **39.2 ADMINISTRATION OF DIFFERENTIAL**

The differential shall be administered subject to the following rules:

#### **a. Designation of Bilingual Staff**

The Employer shall retain the right to designate bilingual staff members and to establish which mode of testing or testing requirements would be used to establish language proficiency in the secondary language.

#### **b. Bilingual Status in Writing**

The Employer must state in writing that the employee seeking bilingual status has met the requirements to be able to carry out his/her job duties in a language other than English.

#### **c. Documentation of Regular use of Second Language**

The Employer must document in writing that the employee regularly uses a second language and English.

#### **d. Eligibility Criteria Modified by the Employer**

The Employer shall have the right to establish, modify, or add to the foregoing eligibility criteria.



e. Provision's Non-Applicability

The foregoing does not apply to non-medical, customer service translation, such as directions to the cafeteria or other Hospital locations.

- 39.3 This change would not affect staff members who have received previous training in medical interpreting by the Hospital and were considered "ad-hoc" interpreters, a program no longer offered by the Hospital. Their job duties as interpreters and added compensation would still be honored.

## **SECTION 40 – ESSENTIAL SERVICES**

In the event of a strike by the NUHW Professional unit, the NUHW Professional unit agrees that a certain number of Pharmacists shall continue to work during said strike.

Pharmacists will be assigned to twelve (12) hour shifts and paid in accordance with Subsection 8.1 (and shall be paid overtime after eight (8) hours in each shift).

The following numbers of staff will be required:

Day Shift – 4 Pharmacists	1 – IV Room
	2 – Main Pharmacy
	1 – Chemo Certified Pharmacists
<hr/>	
Night Shift – 2 Pharmacists	1 – IV Room
	1 – Main Pharmacy

Nothing stated herein shall supersede the “No Strike” language contained in Section 34 of this agreement.

Collective Bargaining Agreement by and between Children's Hospital & Research Center of  
Oakland and the National Union of Healthcare Workers, Professional Employees

Effective Date: October 21, 2020 through August 31, 2021

**National Union of Healthcare Workers**



Sal Rosselli, NUHW President


Date: 3/24/21



Vanessa Coe  
Assistant Director,  
Northern California Hospitals

**UCSF Benioff Children's Hospital  
and Research Center of Oakland**

DocuSigned by:



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Jamie Phillips, MHA, FACHE  
Chief Operating Officer  
UCSF Benioff Children's Hospital

3/15/2021

Date: \_\_\_\_\_

DocuSigned by:



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Phyllis Weiss, Vice President  
Human Resources,  
Employee Health & Staff Education

DocuSigned by:



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Brenda Husband, BSBA/MBA  
LEAN Certified,  
Manager of Compliance,  
Employee & Labor Relations

## NATIONAL UNION OF HEALTHCARE WORKERS' BARGAINING COMMITTEE

Quang Bui  
Pharmacist

Jen Johnson-Geisse  
Child Life Specialist

Peggy Busher  
Social Worker

Rosi Jones  
Certified Diabetes Educator

Griselda Marie Chavez  
Infant Development Specialist

Neha LeBlanc  
Occupational Therapist

Thomas Clennell  
Physical Therapist

Amy Leiva  
Occupational Therapist

Phyllis Combs  
Speech Pathologist

Fran Merriweather  
Social Worker

Katie Craft  
Child Life Specialist

Breanna Reed  
Audiologist

Jessa May Culilap  
Pharmacist

Humberto Retana  
MFT

Nicole Dryden  
Physical Therapist

Karla Sagramoso  
Psychologist

Jelyn Evangelista  
Pharmacist

Jackie Schalit  
MFT

Veronica Garcia  
Clinical Social Worker

Darby Schouten  
Social Worker

Anastasia Gomes  
Social Worker

Heather Stenger  
Audiologist

Felicia Hashimoto  
Occupational Therapist

Shelley Talajkowski  
Physical Therapist

Moir Hess  
Senior Institutional Giving Officer

Christine Velez  
Clinical Social Worker

Genesis Ibarra  
Social Worker

Amanda Wake  
Social Worker

Yanming Jiang  
Certified Diabetes Educator

Priscilla Ward  
Asthma Educator

Lisa Johnson  
Psychologist

## APPENDIX A – WAGES

### 1. Wage Scales for Non-Pharmacists

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 8 years	STEP 8 10 years
2306	PR3	Artist-In-Residence	7/1/2020*		\$26.77	\$27.84	\$29.01	\$30.23	\$31.49	\$32.80	\$34.18	\$37.11	\$40.28
			7/1/2021*	3%	\$27.57	\$28.67	\$29.88	\$31.13	\$32.43	\$33.79	\$35.21	\$38.22	\$41.49
2457/ 2961	PR5	Associate Marriage & Fam Therapist	7/1/2020*		\$32.39	\$33.68	\$35.03	\$36.43	\$37.88	\$39.40	\$40.78	\$43.69	\$46.80
			7/1/2021*	3%	\$33.36	\$34.69	\$36.08	\$37.52	\$39.02	\$40.58	\$42.00	\$45.00	\$48.20
20047/ 20049	PR5	Associate Professional Clinical Counselor	7/1/2020*		\$32.39	\$33.68	\$35.03	\$36.43	\$37.88	\$39.40	\$40.78	\$43.69	\$46.80
			7/1/2021*	3%	\$33.36	\$34.69	\$36.08	\$37.52	\$39.02	\$40.58	\$42.00	\$45.00	\$48.20
2010/ 2645	PR11	Audiologist	7/1/2020*		\$48.47	\$50.41	\$52.43	\$54.53	\$56.71	\$58.98	\$61.33	\$66.34	\$71.75
			7/1/2021*	3%	\$49.93	\$51.93	\$54.00	\$56.17	\$58.41	\$60.74	\$63.17	\$68.33	\$73.90
2929/ 2930	PR12	Audiologist II	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
2931	PR13	Audiologist III	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2257	PR4	Case Manager (Ambulatory)	7/1/2020*		\$29.44	\$30.62	\$31.84	\$33.11	\$34.44	\$35.82	\$37.07	\$39.71	\$42.54
			7/1/2021*	3%	\$30.32	\$31.54	\$32.79	\$34.10	\$35.47	\$36.89	\$38.18	\$40.90	\$43.82
20032	PR3	Certified Massage Therapist	7/1/2020*		\$26.77	\$27.84	\$29.01	\$30.23	\$31.49	\$32.80	\$34.18	\$37.11	\$40.28
			7/1/2021*	3%	\$27.57	\$28.67	\$29.88	\$31.13	\$32.43	\$33.79	\$35.21	\$38.22	\$41.49
20027	PR4	Child Life Special Events Coordinator	7/1/2020*		\$29.44	\$30.62	\$31.84	\$33.11	\$34.44	\$35.82	\$37.07	\$39.71	\$42.54
			7/1/2021*	3%	\$30.32	\$31.54	\$32.79	\$34.10	\$35.47	\$36.89	\$38.18	\$40.90	\$43.82
2128/ 2933	PR3	Child Life Specialist I	7/1/2020*		\$26.77	\$27.84	\$29.01	\$30.23	\$31.49	\$32.80	\$34.18	\$37.11	\$40.28
			7/1/2021*	3%	\$27.57	\$28.67	\$29.88	\$31.13	\$32.43	\$33.79	\$35.21	\$38.22	\$41.49
2168/ 2934	PR5	Child Life Specialist II	7/1/2020*		\$32.39	\$33.68	\$35.03	\$36.43	\$37.88	\$39.40	\$40.78	\$43.69	\$46.80
			7/1/2021*	3%	\$33.36	\$34.69	\$36.08	\$37.52	\$39.02	\$40.58	\$42.00	\$45.00	\$48.20
2935	PR6	Child Life Specialist III	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2453/ 2937	PR5	Clinical Social Worker I	7/1/2020*		\$32.39	\$33.68	\$35.03	\$36.43	\$37.88	\$39.40	\$40.78	\$43.69	\$46.80
			7/1/2021*	3%	\$33.36	\$34.69	\$36.08	\$37.52	\$39.02	\$40.58	\$42.00	\$45.00	\$48.20

\*effective the first full pay period of July 2020 and July 2021

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 8 years	STEP 8 10 years
2454/ 2647	PR6	Clinical Social Worker II	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2455/ 2648	PR9	Clinical Social Worker III	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.53	\$58.90	\$63.61
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$56.17	\$60.67	\$65.52
4270	PR4	Development Coordinator	7/1/2020*		\$29.44	\$30.62	\$31.84	\$33.11	\$34.44	\$35.82	\$37.07	\$39.71	\$42.54
			7/1/2021*	3%	\$30.32	\$31.54	\$32.79	\$34.10	\$35.47	\$36.89	\$38.18	\$40.90	\$43.82
2926	PR10	Development Officer	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
20034/ 20035	PR10	Diabetes Educator 1	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2360/ 20033	PR12	Diabetes Educator 2	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
20036	PR13	Diabetes Educator 3	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2946	PR10	EPSDT Clinical Quality Assuran	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2033	PR12	Genetic Counselor	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
4319	PR3	Health Education Coordinator	7/1/2020*		\$26.77	\$27.84	\$29.01	\$30.23	\$31.49	\$32.80	\$34.18	\$37.11	\$40.28
			7/1/2021*	3%	\$27.57	\$28.67	\$29.88	\$31.13	\$32.43	\$33.79	\$35.21	\$38.22	\$41.49
3050	PR2	Infant Development Assistant	7/1/2020*		\$22.11	\$22.99	\$23.91	\$24.87	\$25.86	\$26.90	\$27.85	\$29.83	\$31.95
			7/1/2021*	3%	\$22.77	\$23.68	\$24.63	\$25.61	\$26.64	\$27.71	\$28.68	\$30.73	\$32.91
2308/ 2663	PR6	Infant Development Specialist I	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2309/ 2665	PR8	Infant Development Specialist II	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.28	\$58.14	\$62.29
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$55.90	\$59.88	\$64.15
2954/ 20055	PR10	Infant Development Specialist III	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2620	PR6	Lead Case Manager (Ambulatory)	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02

\*effective the first full pay period of July 2020 and July 2021

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 8 years	STEP 8 10 years
2456/2958	PR8	Marriage & Family Therapist	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.28	\$58.14	\$62.29
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$55.90	\$59.88	\$64.15
2963/2966	PR5	Medical Social Worker I	7/1/2020*		\$32.39	\$33.68	\$35.03	\$36.43	\$37.88	\$39.40	\$40.78	\$43.69	\$46.80
			7/1/2021*	3%	\$33.36	\$34.69	\$36.08	\$37.52	\$39.02	\$40.58	\$42.00	\$45.00	\$48.20
2022/2653	PR6	Medical Social Worker II	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2124/2654	PR9	Medical Social Worker III	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.53	\$58.90	\$63.61
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$56.17	\$60.67	\$65.52
2493	PR2	Mental Health Family Partner	7/1/2020*		\$22.11	\$22.99	\$23.91	\$24.87	\$25.86	\$26.90	\$27.85	\$29.83	\$31.95
			7/1/2021*	3%	\$22.77	\$23.68	\$24.63	\$25.61	\$26.64	\$27.71	\$28.68	\$30.73	\$32.91
2341	PR10	Mental Health Team Leader	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2333/2655	PR6	Music Therapist	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2217/2656	PR13	Neuropsychologist	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2046/2658	PR10	Occupational Therapist I (Staff OT)	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2176/2666	PR12	Occupational Therapist II (Sr OT)	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
2974	PR13	Occupational Therapist III (Clinical Specialist OT)	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2052/2659	PR10	Physical Therapist I (Staff PT)	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2151/2975	PR12	Physical Therapist II (Sr PT)	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
2976	PR13	Physical Therapist III (Clinical Specialist PT)	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2395/2977	PR6	Physical Therapy Assistant	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02

\*effective the first full pay period of July 2020 and July 2021

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 8 years	STEP 8 10 years
2917	PR1	Post Grad Neuropsychologist	7/1/2020*		\$23.29	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
			7/1/2021*	3%	\$23.99	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2584	PR1	Post Masters Clinical Fellow	7/1/2020*		\$23.29	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
			7/1/2021*	3%	\$23.99	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2640	PR6	Prim Care Mental Health Clin	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
20046/ 20048	PR8	Professional Clinical Counselor	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.28	\$58.14	\$62.29
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$55.90	\$59.88	\$64.15
2682	PR6	Program Coordinator, CCHE	7/1/2020*		\$35.63	\$37.05	\$38.53	\$40.07	\$41.67	\$43.34	\$44.85	\$48.05	\$51.47
			7/1/2021*	3%	\$36.69	\$38.16	\$39.69	\$41.27	\$42.92	\$44.64	\$46.20	\$49.49	\$53.02
2451/ 2979	PR10	Psychologist 1	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2222/ 2652	PR12	Psychologist 2	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
2983/ 2986	PR13	Psychologist 3	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
2612	PR8	RCS Case Manager - Asthma Educ	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.28	\$58.14	\$62.29
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$55.90	\$59.88	\$64.15
2268/ 2987	PR4	School Program Reg Ed Teacher	7/1/2020*		\$29.44	\$30.62	\$31.84	\$33.11	\$34.44	\$35.82	\$37.07	\$39.71	\$42.54
			7/1/2021*	3%	\$30.32	\$31.54	\$32.79	\$34.10	\$35.47	\$36.89	\$38.18	\$40.90	\$43.82
20001	PR8	Senior Stewardship Officer	7/1/2020*		\$43.10	\$44.82	\$46.62	\$48.48	\$50.42	\$52.44	\$54.28	\$58.14	\$62.29
			7/1/2021*	3%	\$44.40	\$46.17	\$48.01	\$49.94	\$51.94	\$54.01	\$55.90	\$59.88	\$64.15
2071/ 2664	PR10	Speech Pathologist I	7/1/2020*		\$47.41	\$49.31	\$51.28	\$53.33	\$55.46	\$57.68	\$59.70	\$63.95	\$68.50
			7/1/2021*	3%	\$48.83	\$50.79	\$52.82	\$54.93	\$57.13	\$59.41	\$61.49	\$65.87	\$70.56
2262/ 2667	PR12	Speech Pathologist II	7/1/2020*		\$52.15	\$54.24	\$56.41	\$58.67	\$61.01	\$63.45	\$65.67	\$70.35	\$75.36
			7/1/2021*	3%	\$53.72	\$55.87	\$58.10	\$60.43	\$62.84	\$65.36	\$67.64	\$72.46	\$77.62
2971	PR13	Speech Pathologist III	7/1/2020*		\$57.37	\$59.67	\$62.05	\$64.53	\$67.11	\$69.80	\$72.24	\$77.38	\$82.89
			7/1/2021*	3%	\$59.09	\$61.45	\$63.91	\$66.47	\$69.13	\$71.89	\$74.40	\$79.70	\$85.37
20022	PR19	Sports Physical Therapy Resident	7/1/2020*	3%	\$36.06								
			7/1/2021*	3%	\$37.14								

\*effective the first full pay period of July 2020 and July 2021

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 8 years	STEP 8 10 years
9952	PR14	Sr Development Officer	7/1/2020*		\$63.11	\$65.64	\$68.26	\$70.98	\$73.83	\$76.78	\$79.46	\$85.12	\$91.18
			7/1/2021*	3%	\$65.01	\$67.61	\$70.31	\$73.11	\$76.04	\$79.08	\$81.85	\$87.67	\$93.92
2699	PR14	Sr Institutional Giving Off	7/1/2020*		\$63.11	\$65.64	\$68.26	\$70.98	\$73.83	\$76.78	\$79.46	\$85.12	\$91.18
			7/1/2021*	3%	\$65.01	\$67.61	\$70.31	\$73.11	\$76.04	\$79.08	\$81.85	\$87.67	\$93.92

\*effective the first full pay period of July 2020 and July 2021



## 2. Wage Scales for Pharmacists

Job Code	Grade	Job Title	Effective Date	% Increase	START 0 years	STEP 1 1 year	STEP 2 2 years	STEP 3 3 years	STEP 4 4 years	STEP 5 5 years	STEP 6 6 years	STEP 7 7 years	STEP 8 8 years	STEP 9 9 years	STEP 10 10 years	STEP 11 11 years
2947	PR15	Graduate Intern Pharmacist	7/1/2020*		\$59.04	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
			7/1/2021*	3%	\$60.81	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2948	PR16	Pharmacist I	7/1/2020*		\$88.65	\$89.09	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
			7/1/2021*	3%	\$91.31	\$91.76	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2050	PR17	Pharmacist II	7/1/2020*		n/a	n/a	\$89.54	\$89.99	\$90.44	\$90.89	\$91.34	\$91.80	\$92.26	\$92.72	\$93.18	\$93.65
			7/1/2021*	3%	n/a	n/a	\$92.22	\$92.68	\$93.15	\$93.61	\$94.08	\$94.55	\$95.03	\$95.50	\$95.98	\$96.46
2949	PR18	Pharmacist III	7/1/2020*		n/a	n/a	\$91.33	\$91.79	\$92.25	\$92.71	\$93.17	\$93.64	\$94.11	\$94.58	\$95.05	\$95.53
			7/1/2021*	3%	n/a	n/a	\$94.07	\$94.54	\$95.01	\$95.49	\$95.96	\$96.44	\$96.93	\$97.41	\$97.90	\$98.39

\*effective the first full pay period of July 2020 and July 2021

## APPENDIX B – CLINICAL LADDERS

### 1. **Clinical Ladders Introduction**

The following clinical ladders apply to employees who work in the following overarching groups of job classifications: Occupational Therapists, Physical Therapists, Social Workers, Marriage and Family Therapists, Infant Development Specialists, Child Life Specialists, Audiologists, Speech Language Pathologists, Psychologists, and Pharmacists.

The criteria listed for each of the specific job classifications in the following clinical ladders are the minimum criteria that must be met for an employee in each field to attain said job classifications.

- a. For Social Workers. If an employee in a lower classification on the ladder meets all of the criteria for a higher classification in the ladder, then that employee shall be automatically reclassified to the higher job classification, even if it is the third level. New hires to the hospital in Social Work shall be placed in whatever classification in the Social Worker clinical ladder whose criteria they meet at the time of hire.
- b. For classifications other than Social Workers. If an employee in the first level of a particular clinical ladder meets all of the criteria for the second level of said clinical ladder, then that employee shall be automatically reclassified to the second level of said clinical ladder.

If a new hire to the hospital in any of these fields meets the criteria for the second level of the clinical ladder for her/his field, then she/he shall be placed in the second level of the clinical ladder for her/his field. Otherwise, she/he shall be placed in the first level.

If an employee in either the first or the second level of a particular clinical ladder meets all of the criteria for the third level of said clinical ladder, then that employee may apply for any vacant posting for a position on the third level of said clinical ladder.

Applicants to a posted position in the third level of any clinical ladder must meet the criteria, and the posting and awarding of such positions will happen according to the same rules governing all other postings in this agreement.

In a job classification that has zero (0) vacant or occupied positions at the third level of the clinical ladder, if an employee at either the first or second level meets the requirements for the third level, then the Hospital shall post one (1) position at the third level of the clinical ladder for that job classification.

In a job classification that has one (1) or more occupied positions but zero (0) vacant positions at the third level of the clinical ladder, an employee at either the first or second level who meets the requirements for the third level may bring the matter to

the Joint Committee to discuss the possibility of a position at the third level being posted.

Whenever a full-time employee occupying a position at the third level of a clinical ladder vacates said position (by retirement, resignation, termination, etc.), or whenever a full-time employee occupying a position at the third level of a clinical ladder becomes a part-time, short hour, or per diem employee, the Hospital shall post one (1) full-time position at the third level of that clinical ladder.

2. **Clinical Ladder for Marriage and Family Therapists**

a. **MFT Intern**

- i. Must have a Master's Degree in a relevant field
- ii. Must be registered with the Board of Behavioral Sciences as a Marriage and Family Therapist Intern (MFTI)

b. **MFT**. Must be licensed in Marriage and Family Therapy (LMFT)

3. **Clinical ladder for Infant Development Specialists**

a. **Infant Development Specialist 1**

- i. Must have a Master's in a relevant field (PT, OT, SLP, Early Childhood Special Education, Childhood Development, Infant Parent Mental Health, Nursing, Child Life, Psychology, Social Work, and others)
- ii. Must have 2 years of experience working with patient population ages 0-5

b. **Infant Development Specialist 2**

- i. Must have a Master's in a relevant field (PT, OT, SLP, Early Childhood Special Education, Childhood Development, Infant Parent Mental Health, Nursing, Child Life, Psychology, Social Work, and others)
- ii. Must have at least 5 years of experience working with patient population ages 0-5
- iii. Must have 3 certifications in a relevant field, at least 1 of which must be major
- iv. Must be willing and able to provide formal mentorship to student interns, if need for such exists

c. **Infant Development Specialist 3**

- i. Must have a Master's in a relevant field (PT, OT, SLP, Early Childhood Special Education, Childhood Development, Infant Parent Mental Health, Nursing, Child Life, Psychology, Social Work, and others)
- ii. Must have at least 10 years of experience working with patient population ages 0-5
- iii. Must have one of the following:

- (1) 5 certifications in a relevant field, at least 2 of which must be major, **OR**
  - (2) A doctorate in a relevant field, in addition to 2 certifications in a relevant field, at least 1 of which must be major
- iv. Must be willing and able to provide formal training to parents or community members, if need for such exists
- d. Major certifications include but are not limited to:
  - i. NIDCAP (Neonatal Individualized Development Care and Assessment Program)
  - ii. NBAS (Neonatal Behavioral Assessment Scale)
  - iii. DIR (Developmental Individual Difference Relationship-Based Model)
  - iv. Fussy Baby Level 3 Certification
  - v. APIB (Assessment of Preterm Infant Behavior)
  - vi. NDT (Neuro Developmental Treatment)
  - vii. NAPI (Neurobehavioral Assessment of the Preterm Infant)
  - viii. General Movements Assessment
  - ix. Harris Infant Mental Health Training
  - x. Teaching Credential
- e. Minor certifications include but are not limited to:
  - i. Fussy Baby Level 2
  - ii. Infant Massage
  - iii. Sequential Oral Sensory Approach to Feeding
  - iv. Test of Infant Motor Performance Scales
  - v. NCAST (Nursing Child Assessment Satellite Training)
  - vi. ADOS (Autism Diagnostic Assessment Scale)

#### 4. **Clinical Ladder for Child Life Specialists**

- a. Child Life Specialist I
  - i. Must be a Certified Child Life Specialist upon hire or within 6 months of hire
  - ii. Must have a Bachelor's Degree in Education, Child Life, Child Development, or a related field
- b. Expectations of Child Life Specialist I
  - i. Competencies
    - (1) Environment of care (programming)
    - (2) Assessment- Child Development and Family Systems
    - (3) Age Specific Interventions

- (4) Preparation for Medical Treatments and Procedures
- (5) Procedural Support and Coping
- (6) Therapeutic Play
- (7) Documentation and Charting

ii. Administrative Responsibilities

- (1) Volunteer Supervision and Orientation
- (2) Intern or Practicum Rotation Supervisor
- (3) Participation in Special Events and 1 Child Life Committee

c. Child Life Specialist II

To become a Child Life Specialist II:

- i. Must be a Certified Child Life Specialist
- ii. Must have a Bachelor's Degree in Education, Child Life, Child Development, or a related field
- iii. Must have at least 5 years of full-time experience as a Child Life Specialist or equivalent
- iv. Must have completed at least 60 Professional Development Units (PDUs) of continuing education
- v. Must have presented at least 5 clinical case studies/lectures/in-services to staff/community over the last 5 years; a published article in a professional, peer-reviewed journal or teaching a semester of Child Life related university-level class may be substituted for 2 presentations

d. Expectations of Child Life Specialist II

i. Competencies

- (1) All CLS I Competencies plus
- (2) End of Life Care
- (3) Cultural and/or Spiritual Sensitivity training

ii. Administrative Responsibilities

- (1) Student Internship or Practicum Supervision
- (2) Act as a lead for a Special Event or Program
- (3) Participation in Special Events and 1 Child Life Committee

e. Child Life Specialist III

To become a Child Life Specialist III:

- i. Must be a Certified Child Life Specialist

- ii. Must have a Master's Degree in Education, Child Life, Child Development, or a related field
  - iii. Must have at least 10 years of full-time experience as a Child Life Specialist or equivalent; one year must be completed at UCSF Benioff Children's Hospital Oakland
  - iv. Must have completed at least 100 Professional Development Units (PDUs) of continuing education within the 5-year Child Life Specialist recertification period
  - v. Must have presented at least 10 clinical case studies/lectures/in-services to staff/community over the last 10 years; a published article in a professional journal or teaching a semester of Child Life related university-level class may be substituted for 2 presentations
  - vi. Must have served as the Lead of a Child Life Committee (i.e. Student Internship, Clinical Education, etc.) for at least four (4) semesters
  - vii. Must have completed at least one of the following:
    - (1) Develop a novel departmental program
    - (2) Conduct a full-fledged research study
    - (3) Write and implement a hospital-related grant, subject to department need and managerial approval
    - (4) Complete certification in Registered Play Therapy, Expressive Arts Therapy, Music Therapy, Infant and Early Childhood Mental Health, or other such areas of expertise
    - (5) Obtain at least 100 additional Professional Development Units (PDUs)
- f. Expectations of Child Life Specialist III
- i. Competencies
    - (1) All CLS I and II Competencies plus:
    - (2) Evidence Based Practice
  - ii. Administrative Responsibilities. Plan and facilitate staff development and team building activities (clinical case reviews, team building, in-services, etc.)

## 5. **Clinical Ladder for Social Workers**

- a. Clinical Social Worker I / Medical Social Worker I
  - i. Must have a Master's Degree in Social Work.
  - ii. Must be registered with the Board of Behavioral Sciences as an Associate Clinical Social Worker.

- b. Clinical Social Worker II / Medical Social Worker II
    - i. Must have a Master's Degree in Social Work.
    - ii. Must be registered with the Board of Behavioral Sciences as an Associate Clinical Social Worker.
    - iii. Must have at least 1 year of post-graduate clinical experience.
  - c. Clinical Social Worker III / Medical Social Worker III
    - i. Must have a Master's Degree in Social Work.
    - ii. Must be licensed by the Board of Behavioral Sciences as a Licensed Clinical Social Worker (LCSW).
    - iii. Must have at least two (2) years of post-graduate clinical experience.
6. **Clinical Ladder for Physical Therapists**
- a. Physical Therapist I (Staff PT). Performs all tasks and duties for the evaluation, treatment and education of patients and families
  - b. Physical Therapist II (Senior PT). Performs all tasks of Physical Therapist I and must have at least the following:
    - i. Clinical Experience. Must have at least 4 years of clinical experience, 2 of which must be in same clinical setting
    - ii. Professional Growth and Learning
      - (1) Must have 1 or more years of experience in 2 or more clinical sub-specialty areas, including but not limited to oncology, acute care, rehab, NICU, PICU, developmental care, neuro critical care, and sports, **OR**
      - (2) Must have completed advanced course education with certification in at least 2 clinically relevant areas, including but not limited to NDT, PNF, FMS, CMT, MFD, CSCS, and Pilates.
    - iii. Teaching and Mentoring
      - (1) Must have been a clinical instructor for at least 1 full time student or equivalent, **OR**
      - (2) Must have provided instruction to physical therapy staff, other professionals, or community members for a minimum of 20 hours; this may include but is not limited to in-services, professional presentations, and community outreach.

- iv. Program and Departmental Development
  - (1) Must have developed or reviewed and updated at least 1 departmental program or protocol, **OR**
  - (2) Must have participated in at least 1 project for clinical or administrative development
- c. Physical Therapist III (Clinical Specialist PT). Performs all tasks of Physical Therapist II and must have at least the following:
  - i. Clinical experience. Must have at least 8 years of clinical experience.
  - ii. Professional Growth and Learning
    - (1) Must have a Board Certified clinical specialist certification in a clinically relevant area, including but not limited to PCS, NCS, SCS, or OCS, **OR**
    - (2) Must have acquired an advanced academic degree in a clinically relevant area, including but not limited to transitional DPT or PhD, **OR**
    - (3) Must have completed an advanced course education with certification in at least 5 clinically relevant areas including but not limited to NDT, PNF, FMS, SFMA, CMT, MFD, CSCS, and Pilates
  - iii. Teaching and Mentoring
    - (1) Must have been a clinical instructor for at least 3 full time students or the equivalent, **OR**
    - (2) Must have mentored or instructed physical therapy staff, other professionals, or community members for a minimum of 50 hours; this may include but is not limited to in-services, professional presentations, and community outreach
- d. Ongoing Expectations of a Physical Therapist III
  - i. Teaching and Mentoring. Mentoring of physical therapy staff, other professionals, or community members (which may include but is not limited to in-services, professional presentations, and community outreach) must continue for a minimum of ten (10) hours per year.
  - ii. Program and Departmental Development. Will develop or review and update two (2) departmental program or protocol, **OR** will participate in at least two (2) project for clinical or administrative development, each year.



7. **Clinical Ladder for Occupational Therapists**

a. **Occupational Therapist I (Staff OT)**

- i. Performs entry-level occupational therapist duties such as evaluating, treating, and educating patients and caregivers.
- ii. Must be registered with the National Board of Certification in Occupational Therapy and licensed with the California Board of Occupational Therapy.

b. **Occupational Therapist II (Sr OT)**

- i. Must have at least 4 years of clinical experience in a pediatric hospital setting
- ii. Must demonstrate competency (per BCHO requirements) in 2 competency areas (feeding assessment & treatment, VSS, NICU, splinting, breast-feeding, etc.)
- iii. Must have at least 1 advanced practice certification (through the California Board of Occupational Therapy) in a specialty area (feeding/dysphagia, PAMs, hand therapy, etc.)
- iv. Must be willing and qualified (as defined by the American Occupational Therapy Association) to take a Level II fieldwork student.
- v. Must have developed or reviewed and updated one (1) departmental program or protocol, **OR** must have participated in at least two (2) projects for clinical or administrative development.

c. **Occupational Therapist III (Clinical Specialist OT)**

- i. Must meet requirements of Occupational Therapist II (Sr OT)
- ii. Must have at least 8 years of clinical experience in pediatric hospital setting and at least 2 years at BCHO
- iii. Must have provided 40 hours of mentorship (hours of mentorship include: provide direct feedback on interventions, treatment plan, goals, caregiver education, documentation, and/or interpretation of assessments) to OT colleagues or other healthcare providers per year. This mentoring must continue for a minimum of ten (10) hours per year.
- iv. Must have at least 1 year of experience each in 3 or more of the following clinical specialty areas: NICU, PICU, Acute Care, Inpatient Rehab, outpatient sensory feeding/developmental, outpatient medically complex feeding/dysphagia, hand therapy clinic, or other relevant clinical specialty areas
- v. Will develop or review and update one (1) departmental program or protocol, **OR** will participate in at least one (1) project for clinical or administrative development, each year.

8. **Clinical Ladder for Psychologists**

a. **Psychologist 1 (Registered Psychologist)**

- i. This is the entry level Psychologist position, occupied by any psychologist employed at UCSF Benioff Children's Hospital Oakland who is not yet licensed.
- ii. More specifically, this position will be occupied by recent graduates of doctoral programs who are Registered Psychologists with the California Board of Psychology who have accrued at least one thousand five hundred (1,500) hours of qualifying supervised professional experience.
- iii. Work in this position is generally of a routine nature, requiring weekly supervision by an experienced Licensed Psychologist (usually a Psychologist 3)
- iv. The Registered Psychologist is a two and a half year, nonrenewable registration.

b. **Psychologist 2 (Licensed Clinical Psychologist)**

- i. Must be licensed as a Psychologist with the State Board of Psychology.
- ii. This position will be occupied by post-doctoral fellows or early career Psychologists

c. **Psychologist 3 (Licensed Clinical Psychologist)**

- i. Must be licensed as a Psychologist with the State Board of Psychology.
- ii. Must have at least seven (7) years of experience, providing a full range of psychological assessment, diagnostic, and therapeutic services in hospital, clinical or community-based settings
- iii. Must have completed California Board of Psychology supervisor requirements
- iv. Must have and document an additional two (20 years of training, experience, or certification working with specific clinical populations (e.g. ADHD, Autism, PTSD), **OR** must have experience with program development and administration, continuous quality assurance and improvement, fiscal sustainability, and monitoring and evaluating treatment outcomes, **OR** must have a significant record of clinical research, which may include funded grants and publications.

9. **Clinical Ladder for Pharmacists**

- a. **Graduate Intern Pharmacist.** This position is for newly graduated pharmacists who have not yet received their Pharmacist license. This position is a limited term position, maximum of approximately one year. The Graduate Intern Pharmacist's pay rate is 66.6% of the start step of the wage scale for Pharmacist I. The Graduate Intern Pharmacist may be promoted to Pharmacist I upon receipt of California license per the discretion of the pharmacy management team.

- b. Pharmacist I (Staff Pharmacist). This is for newly licensed pharmacists or pharmacists with less than 2 years of inpatient experience.
- c. Pharmacist II (Staff Pharmacist). This position requires two (2) years of inpatient acute care experience (either 2 years of acute care inpatient experience, PGY-1 and PGY-2 inpatient residencies, or 1 year of PGY-1 inpatient residency plus 1 year of acute care inpatient experience).
- d. Pharmacist III (Advanced Practice Pharmacist / Clinical Pharmacist). In order to move into the Pharmacist III position, the position must be a posted position, there will be a limited number of Pharmacist III positions as this position is a specialty lead position.

The required qualifications for Pharmacist III are:

- i. Position must be full-time, 40 hours/week, in each specialty
- ii. Must have an Advanced Practice License and one of the following:
  - (1) BCPC (Board Certified Pharmaceutical Specialty) certification, or
  - (2) Have completed a Residency Program
- iii. Must have a minimum of three (3) years of experience as a pharmacist in an inpatient hospital acute-care setting
- iv. Must have been a preceptor for a student, intern, or resident within the past 5 years.
- e. Specific specialties attached to Pharmacist III positions are the following:
  - i. Chemo Specialty (Hem/Onc Service Line – 5 South, BMT, Day Hospital)
  - ii. Research Specialty (Investigational Drug Service, Unit Inspections)
  - iii. PICU / ED (Critical Care Specialty)
  - iv. NICU / Surgical Services (Critical Care Specialty)
  - v. ASP (Antimicrobial Stewardship Program)
- f. Duties for the Pharmacist III, in addition to Pharmacist II duties, will include:
  - i. Standard Clinical Pharmacist Duties
    - (1) Development of implementation of a plan of care
    - (2) Daily follow up evaluation and medication monitoring for all patients on the specific service
    - (3) Take Medication History and perform medication reconciliation
    - (4) Develop an active problem list with assessment of each problem using SOAP format

- (5) Plan of care to optimize medication therapy and improve patient outcomes
- (6) Professional development/maintenance of Advanced Practice Pharmacist License
- (7) Direct patient care provider
- (8) Educator, researcher, preceptor
- (9) Collaborative development of hospital policies
- (10) Precepting of students and residents

ii. Medicine Utilization Evaluations (as defined by ASHP guidelines)

iii. Formulary

- (1) Develop and maintain medical staff approved formulary
- (2) Sustain formulary by minimizing non-formulary procurements, utilize therapeutic substitution protocols, and promote rational drug therapy selection

iv. Prescribing. Ordering under standardized procedures/protocols as defined by interdisciplinary practice committee

v. Clinical Lead for Pharmacists/Technicians related to specialty

vi. Special Projects related to specialty services

vii. Educational presentations to pharmacy staff or to other hospital departments/services

#### 10. **Clinical Ladder for Audiologists**

a. Audiologist 1. Must have a California State Audiology License

NOTE: Audiologist 1s are not eligible to provide direct supervision to Audiology Doctoral Students, until they have been employed by BCHO for 3 years.

b. Audiologist 2

To qualify:

- i. Must have California Audiology Dispensing License within the first six (6) months of becoming an Audiologist 2
- ii. Must have five (5) years of clinical experience as an Audiologist, four (4) years of which must be in pediatrics, or must have three (3) years of clinical experience as a Pediatric Audiologist at UCSF BCHO
- iii. Must have at least one (1) minor\* or one (1) major\*\* certification
- iv. Must have an Audiology professional organization fellow membership

- v. Within a specific specialty area, must have done two (2) of the following:
  - (1) 25 cumulative professional development hours in a specialty area and present an In-Service or Case Study in the specialty area
  - (2) Develop a comprehensive update to department protocols based on current best practices relating to the specialty area
  - (3) Participate in direct supervision to Audiology Doctoral Student(s) when the department has a student
- c. Audiologist 3  
To qualify:
  - i. Must have Audiology Clinical Doctorate, with the exception of professionals who graduated with their Masters in Audiology prior to 2007
  - ii. Must have California Audiology Dispensing License
  - iii. Must have ten (10) years of clinical experience as an Audiologist, eight (8) years of which must be in pediatrics, or must have eight (8) years of clinical experience as a Pediatric Audiologist at UCSF BCHO.
  - iv. Must have at least one (1) major\*\* certification
  - v. Must have an Audiology professional organization fellow membership
  - vi. Must participate in direct supervision to Audiology Doctoral Student(s) when the department has a student. Minimum of 150 hours, as tracked by the department manager.
- d. \*Minor certification = one of the following:
  - i. The completion of a certification course that requires at least 20 hours of professional development courses
  - ii. At least 30 hours of professional development course hours within a specialty area  
\*\*\*
  - iii. Certificate of Clinical Competence from the Association of Speech and Hearing
  - iv. Hearing Aid Dispensing License
  - v. NBC-HIS Certification (National Board for Certification in Hearing Instrument Sciences)
- e. \*\*Major certification = one of the following:  
Through the American Board of Audiology, one of the following:
  - i. Board Certification

- ii. Pediatric Certification
- iii. Cochlear Implant Certification
- iv. Through the American Audiology Board of Intraoperative Monitoring
- v. Intraoperative Monitoring Certification
- vi. Professional specialty:
  - (1) For specialties that do not currently offer a Board Certification, all of the following must be completed:
  - (2) A minimum of 250 cumulative hours of professional development and clinical contact hours within a single specialty area\*\*\* (at least 50 of those hours must be obtained through professional development)
  - (3) Publication of an article in a peer-reviewed journal or a podium presentation at a professional conference related to the professional specialty
- f. \*\*\*Examples of specialty areas:
  - i. Pediatric Vestibular Testing
  - ii. Cochlear Implants
  - iii. Auditory Neuropathy Spectrum Disorder
  - iv. Deaf Plus
  - v. Electrophysiology (ABR, CAEP, ECoch)
  - vi. Bone Anchored Hearing device – implantable devices
  - vii. Auditory Processing Disorders
  - viii. Advanced Amplification Technology
  - ix. Craniofacial Disorders
  - x. Ototoxicity
  - xi. Advanced Speech Audiometry
  - xii. Autism
  - xiii. Low Incidence Disorders
  - xiv. Middle Ear Disorder and Educational Impacts
  - xv. Counseling
  - xvi. Prematurity and Hearing Loss Outcomes
  - xvii. Newborn Hearing Screening
  - xviii. Infection Control

11. **Clinical Ladder for Speech-Language Pathologists**

- a. Speech-Language Pathologist 1. Any Speech-Language Pathologist who does not meet the requirements for Speech-Language Pathologist 2 or Speech-Language Pathologist 3

b. Speech-Language Pathologist 2

i. To become a Speech-Language Pathologist 2:

- (1) Must have at least five (5) years of clinical experience as a Speech-Language Pathologist
- (2) Must have completed at least five (5) of the following options (you may do multiples of any option):
  - (a) Has led a formal inservice to colleagues
  - (b) Has conducted a formal session of parent training
  - (c) Has presented a formal case study to colleagues
  - (d) Has supervised a Graduate Intern for a term (quarter or semester)
  - (e) Has supervised a Clinical Fellow for the full term of a fellowship
  - (f) Has published an article in a peer-reviewed journal (counts as 2)
  - (g) Has developed a novel departmental program (counts as 2)
- (3) Must have obtained at least two (2) certifications, minor\* or major\*\*

ii. Ongoing expectations of a Speech-Language Pathologist 2

- (1) Each year, must complete one (1) of the following:
  - (a) Lead a formal inservice to colleagues
  - (b) Conduct a formal session of parent training
  - (c) Present a formal case study to colleagues
  - (d) Supervise a Graduate Intern for a term (quarter or semester)
  - (e) Supervise a Clinical Fellow for the full term of a fellowship
  - (f) Publish an article in a peer-reviewed journal
  - (g) Develop a novel departmental program
- (2) Will develop or review and update one (1) departmental program or protocol each year.

c. Speech-Language Pathologist 3

i. To become a Speech-Language Pathologist 3:

- (1) Must have at least 10 years of clinical experience as a Speech-Language Pathologist
- (2) Must have completed at least 10 of the following options (you may do multiples of any option):
  - (a) Has led a formal inservice to colleagues
  - (b) Has conducted a formal session of parent training

- (c) Has presented a formal case study to colleagues
  - (d) Has supervised a Graduate Intern for a term (quarter or semester)
  - (e) Has supervised a Clinical Fellow for the full term of a fellowship
  - (f) Has published an article in a peer-reviewed journal (counts as 2)
  - (g) Has developed a novel departmental program (counts as 2)
- (3) Must have obtained at least 2 minor certifications\*
- (4) Must have obtained at least 1 major certification\*\*
- ii. Ongoing expectations of a Speech-Language Pathologist 3:
  - (1) Each year, must complete one (1) of the following:
    - (a) Lead a formal inservice to colleagues
    - (b) Conduct a formal session of parent training
    - (c) Present a formal case study to colleagues
    - (d) Supervise a Graduate Intern for a term (quarter or semester)
    - (e) Supervise a Clinical Fellow for the full term of a fellowship
    - (f) Publish an article in a peer-reviewed journal
    - (g) Develop a novel departmental program
  - (2) Will develop or review and update two (2) departmental programs or protocols each year.
- d. \*Minor certification = one of the following:
  - i. The completion of a certification course that requires at least 20 hours of professional development
  - ii. At least 30 hours of professional development course hours within a specific specialty\*\*\*
- e. \*\*Major certification = one of the following:
  - i. Clinical Specialty Certification/Board Certification
  - ii. Board-Certified Specialist in Child Language (BCS-CL) (through the American Board of Child Language and Language Disorders)
  - iii. Board Certified Specialist in Fluency (BCS-F) (through the American Board of Fluency and Fluency Disorders)
  - iv. Board Certified Specialist in Swallowing and Swallowing Disorders (BCS-S) (through the American Board of Swallowing and Swallowing Disorders)



- v. Board Certified Specialist in Intraoperative Monitoring (BCS-IOM) (through the American Audiology Board of Intraoperative Monitoring)
- vi. Auditory Verbal Therapist Certification
- vii. Auditory Verbal Educator Certification
- viii. Doctorate degree in Speech-Language Pathology or related area
- ix. For specialty areas\*\*\* that do not currently offer a Board Certification, the equivalent of a major certification can be obtained by completing all of the following elements:
  - (1) At least 300 professional development hours and clinical contact hours within a specialty (at least 100 of which must be obtained through professional development courses)
  - (2) Must have completed at least 5 of the following options within the specialty (you may do multiples of any option):
    - (a) Has led a formal inservice to colleagues
    - (b) Has conducted a formal session of parent training
    - (c) Has presented a formal case study to colleagues
    - (d) Has published an article in a peer-reviewed journal
    - (e) Has developed a novel departmental program
- f. \*\*\*some examples of specialty areas:
  - i. Speech Sound Disorders
  - ii. Fluency
  - iii. Voice/Resonance
  - iv. Language Development
  - v. Hearing/Aural Rehabilitation
  - vi. Swallowing
  - vii. Cognitive Aspects of Communication
  - viii. Social Language
  - ix. Augmentative Alternative Communication
  - x. Craniofacial/Velopharyngeal Disorders
  - xi. Cultural and Linguistic Diversity
  - xii. Speech Science
  - xiii. Autism
  - xiv. Low Incidence Disorders
  - xv. Oral Motor

## **APPENDIX C – DEPARTMENTS**

The following are departments for purposes of this Agreement:

1. Audiology
2. Speech
3. Child Life
4. Center for the Vulnerable Child (CVC)
5. Center for Child Protection (CCP)
6. Early Intervention Services (EIS)
7. Neo-Natal Follow Up (NFU)
8. Psychological Services
9. Foundation
10. Genetics
11. NICU
12. Social Services
13. Neuropsychology
14. Pediatric Rehabilitation
15. Sports Medicine
16. Pharmacy
17. Federally Qualified Health Center (FQHC)
18. Respiratory

## **APPENDIX D – SIDE LETTER (PROFESSIONAL HOURS AND GUARANTEED SALARY FOR EXEMPT EMPLOYEES)**

Both parties recognize the professional nature of the work performed by the exempt employees covered by this Agreement. While each full-time employee, for example, will be scheduled to work forty (40) hours in a week, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in workload. Each exempt employee is entitled to build into her/his schedule an unpaid meal period.

While exempt employees may benefit from the flexibility of professional hours, they also bear a responsibility both to their workloads or caseloads and to their departments/clinics, and they are expected to work the number of hours regularly scheduled.

Where conditions require that exempt employees work beyond their scheduled hours to complete professional tasks related to their workloads or caseloads, they will not receive additional compensation. Similarly, it is understood that partial day absences will not result in reduced compensation, except as permissible by law.

An employee will receive an amount equal to her/his full salary for any workweek in which she/he performs any work, regardless of the number of days or hours worked, subject to the deductions from salary and/or PTO/ESL banks that are permitted by state and federal law for salaried employees.

An employee will receive an amount equal to her/his daily salary if she/he works any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions from salary and/or PTO/ESL banks that are permitted by state and federal law for salaried employees.

## **APPENDIX E – SIDE LETTER (DEDUCTIONS AND ABSENCES FOR EXEMPT EMPLOYEES)**

### **1. Deductions for Full-Day Absences Generally**

As permitted by law, an employee's weekly salary may be reduced by an amount equal to the daily salary (e.g., 1/5th of the guaranteed weekly salary) for full day absences on a usual scheduled workday under the following circumstances:

- a. Absence from work for one or more full days for personal reasons, other than sickness or disability;
- b. Absence from work for one or more full days due to sickness or disability;
- c. Proportionate rate of full salary for time actually worked in the first and last weeks of employment; and,
- d. Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA)

### **2. Deductions for Partial Day Absences Generally**

In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive an amount equal to her/his guaranteed salary for that day. If, however, an employee has been approved for intermittent family/medical leave (FMLA), the Employer may make deductions for partial day absences if no paid leave time is available.

### **3. Work Not Available**

No deductions from weekly salary will be made for absences occasioned by the Employer or by the operating requirements of its business unless permissible by law. If the exempt employee is ready, willing and able to work, deductions from salary and/or PTO/ESL banks will not be made for time when work is not available if any work was performed in that work week unless otherwise permissible by law.

### **4. Absences for Exempt Employees with Banked PTO/ESL hours**

- a. Full Week Absences. In the event that an employee does not perform any work for a full week in which she/he was or would have been scheduled to work, the Employer will reduce the employee's PTO/ESL bank in an amount equal to the number of hours that the employee was scheduled or regularly would have been scheduled to work during the missed week.
- b. Full Day Absences. In the event that an employee does not perform any work for a full day of work, the Employer will reduce her/his PTO/ESL bank by the number of hours that the employee was or regularly would have been scheduled to work.
- c. Partial Day Absences. In the event an employee works some portion, but not all, of her/his scheduled hours in a work day, the employee will receive an amount equal to her/his guaranteed salary for that day, but a deduction may be made from the

employee's banked hours to the extent permissible by law. Further, if an employee has been approved for intermittent family/medical leave (FMLA), the Employer may substitute PTO in increments of less than a day for work hours missed for the approved FMLA leave.

5. Absences for Exempt Employees with No Banked PTO/ESL Hours

- a. Full Week Absences. If an employee does not perform any work during a workweek and he/she does not have any paid leave available, he/she will not be entitled to any salary for the workweek.
- b. Full Day Absences. In the event that an employee does not work a full scheduled day of work and the employee does not have any paid leave available, the Employer will deduct an amount equal to percentage of time off in full-day increments taken by the employee to the extent permissible by law. For example, if a full-time employee who is scheduled to work five days in the workweek does not perform any work on a scheduled day for personal reasons, the Employer may deduct 1/5th of the employee's weekly salary.
- c. Partial Day Absences. An employee who does not have any paid leave available will receive an amount equal to the daily salary if she/he works any portion of a scheduled work day, regardless of the number of hours worked. The only exception to this rule is that Employer may deduct from the guaranteed daily salary of an employee with no PTO/ESL bank who takes approved FMLA. Such a deduction shall be a pro-rata share of the employee's regularly scheduled weekly hours (typically 40 hours for full time employees).

## Memorandum of Understanding

In light of the ongoing Covid-19 pandemic, the parties (National Union of Healthcare Workers and UCSF Benioff Children's Hospital Oakland) have reached agreement on successor Collective Bargaining Agreements for the Professionals Bargaining Unit.

The parties agree to the following:

- (1) The CBA will be a ten-month agreement, commencing on October 21, 2020 and expiring on August 31, 2021 (as detailed in the Tentative Agreement on Section 37 Term of Agreement for the Professionals CBA)
- (2) The parties agree to a 3% across-the-board wage increase for each employee and to the wage scales for the CBA (as detailed in the the Tentative Agreement on Appendix A Wage Scales and the Tentative Agreement on Subsection 5.1 Schedule of Wages.
- (3) All terms and conditions in the Professionals 2018-2020 CBA (except for those explicitly changed by Tentative Agreements referenced in this MOU) will remain in effect and unchanged in this 10-month CBA.
- (4) It is the parties' mutual intention to return to the bargaining table approximately six (6) months after ratification of these agreements to begin negotiating successor agreements.

Signed on behalf of NUHW:


Vanessa Coe, Assistant Director  
PRINT NAME

  
SIGNATURE

11/21/2020  
DATE

Signed on behalf of UCSFBCHO:

Phyllis J. Weiss  
PRINT NAME

  
SIGNATURE

11/21/2020  
DATE

## **THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE**

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

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

*This page is for informational purposes only and is not part of the collective bargaining agreement.*