

**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Service and Technical Workers**

**Collective Bargaining Agreement**

**with**

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

**May 1, 2021 – April 30, 2022**

# **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.

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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-114542 and NLRB Case 32-RC-175744. 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, and professional employees, 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

In the event of a sale, merger, affiliation, consolidation, relocation, closure, expansion, or other transfer of ownership of the Hospital, or any material part thereof, the Hospital will notify the Union, in writing, ninety (90) days in advance, if possible, but no less than sixty (60) days in advance of such change. The Hospital and the Union shall bargain in good faith over the effects of such action. The parties shall commence bargaining over the effects no later than seven (7) working days from the date of the written notice. The Hospital shall not use any sale, transfer, or other mechanism for the sole purposes of evading the terms of this agreement.

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

- a. Notwithstanding the provisions of Section 1, Recognition, Subsection 1.3, during the life of this Agreement, the Hospital will not subcontract any bargaining unit work currently performed within the Hospital without express consent of the Union. This provision also applies to technical employee classifications at off-site locations and nursing classifications at off-site locations and, when the following are in place, for Environmental Services at:
  - i. Outpatient Center at 744 52<sup>nd</sup> Street, Oakland
  - ii. 5220 Claremont Avenue, Oakland
  - iii. 5275 Claremont Avenue, Oakland
  - iv. 5700 Martin Luther King Jr. Way, Oakland
  - v. Telegraph Facility at 3000 Colby Street, Suite 301, Berkeley
  - vi. San Ramon Facility at 2303 Camino Ramon, Building 11, Suite 175, San Ramon
  - vii. Summit Campus at 3100 Summit Avenue, Oakland
  - viii. 770 53<sup>rd</sup> Street, Oakland
  - ix. 6117 Martin Luther King Jr. Way, Oakland
  - x. 5222 Dover Street, Oakland
  - xi. Brentwood Clinic at 1181 Central Blvd., Brentwood
  - xii. Shattuck Facility at 4705 Shattuck Avenue, Oakland
  - xiii. Walnut Creek Campus at 2401 Shadelands Drive, Walnut Creek

- xiv. Highland Campus at 1141 E. 31<sup>st</sup> Street, Oakland
- b. The preceding list of off-site locations will be updated as necessary.
  - i. Implementation of an Environmental Services training program satisfactory to the Hospital;
  - ii. Sufficient trained Environmental Services staff in the Hospital's opinion to meet the workload needs of both the main Hospital and the off-site locations listed above; and
  - iii. Adequate supervision in place, in the Hospital's opinion, for both the main Hospital and the off-site locations listed above.

#### 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 ninety (90) days from date of first hiring shall be established for newly hired regular employees. For 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 20, No Discrimination, there shall be no recourse to the provisions of Section 31, Grievance Procedure and Arbitration.

## 2.3 HIRING HALL

If the Union establishes a lawful hiring hall which avoids discrimination and which provides for the Hospital's right to reject hiring hall referrals for any reason which, in the opinion of the Hospital, is just and sufficient, the Hospital will meet with the Union to develop procedures for the utilization of the hiring hall.

# **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 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. 3.0% Across-the-Board Wage Increase  
Effective May 2, 2021, employees will receive a three percent (3.0%) wage increase. (See 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  
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 scheduled on controlled standby. If called to work when on "standby," an employee shall receive a minimum of two (2) 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. Minimum Callback for Technical Employees  
Technical employees will have a minimum callback guarantee of three (3) hours.
- c. Distribution of Standby  
Standby call will be distributed among all qualified employees as follows:
  - i. Employees voluntarily sign up for all standby shifts.
  - ii. In each department, where the Employer offers Standby (Call), employees will determine by a vote conducted by the Union (limited to a one-time vote for the life of this Agreement) to use one (1) of the following methods to award Standby (Call) shifts:

- (1) By Seniority. In the event more than one (1) staff member signs up for the same standby shift, the shift will be awarded to the most senior employee provided the standby shift does not lead to double time (2x); or
- (2) On a Rotational Basis. In the event more than one (1) staff member signs up for the same standby shift, the shift will be awarded to the most senior employee with successive standby shifts awarded on a rotational basis, provided the standby shift does not lead to double time (2x). The intent of this Subsection is that there will be an equal distribution of standby shifts among employees who have signed up for such shifts.
- iii. If No Employee Signs Up for Standby. In the event there are shifts for which employees have not signed up, they will be assigned on a rotating basis by reverse seniority, the outcome of which does not lead to double time (2x).
- iv. Respiratory. In the Respiratory Care Services Department, such first (1<sup>st</sup>) call assignment shall not be made on less than twenty-four (24) hours' notice. This assignment provision shall not apply to second (2<sup>nd</sup>) call in the Respiratory Care Services Department.
- v. Sign Up Procedure for Standby. Employees must sign up for standby shifts within the time frames determined by the Hospital.

#### 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. Technical Employees  
A weekend shift differential of five percent (5%) of the straight time rate shall be granted to technical employees who work a weekend shift. (See 7.6 c for applicability of seven per cent (7%) weekend differential.)

#### 5.5 CREDIT FOR PREVIOUS EXPERIENCE

An employee hired by the Hospital shall start at the second (2<sup>nd</sup>) step 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 classification at another accredited hospital. 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 paid job classification, he/she will receive the next higher step of the new classification or twenty dollars (\$20.00) per month, whichever provides the greater increase. 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 MEALS

Employees working in the Food Services Department shall be entitled to the regular meals occurring within their shift without deduction in their compensation. The cost of these meals may not exceed fifteen dollars (\$15.00) in a single workday.

## 5.8 SHIFT DIFFERENTIAL

- a. Eight (8) Hour (or Fewer Hours) Shift Employees. All employees in regular eight (8) hour shifts or in shifts of fewer hours who work during the hours from 6:00 p.m. to 6:00 a.m. shall be paid a shift differential premium of three dollars twenty-five cents (\$3.25) per hour.
- b. Twelve (12) Hour and Ten (10) Hour Shift Employees
  - i. All employees in alternate twelve (12) hour P.M. shifts who have been assigned work beyond 6:00 a.m. shall be paid a shift differential premium of three dollars twenty-five cents (\$3.25) per hour for all hours worked until the end of their shift.
  - ii. Employees in alternate ten (10) and twelve (12) hour shifts who work during the hours from 6:00 p.m. to 6:00 a.m. shall receive a shift differential of three dollars twenty-five cents (\$3.25) except the p.m. twelve (12) hour shift employees who work after 6:00 a.m. shall be paid the shift differential premium for all hours worked, including any additional hours worked into the following shift.

## 5.9 SPLIT SHIFT

A split shift is defined as eight (8) hours completed within a spread in excess of nine (9) consecutive hours. No employee shall be required to work a split shift and shall do so only with the consent of the employee. Employees working a split shift shall be paid a premium of four dollars and twenty-five cents (\$4.25) a day in addition to their regular rate of pay; if such premium is changed by the Industrial Welfare Commission, the Union may request discussions on the subject matter. In addition, any split-shift work completed beyond a spread of eleven (11) consecutive hours shall be paid for at the rate of time and one half (1-1/2) for all hours worked beyond the eleven (11) hour spread.

## 5.10 LVN LICENSE

Any employee in the Nursing Department who works directly with patients and who possesses a valid license as a Vocational Nurse shall be so classified and paid. Any employee outside the Nursing Department who performs work directly with patients which requires a valid license as a Vocational Nurse shall be so classified and paid. Employees classified on April 1, 1981 as LVNs or Senior LVNs who work outside the Nursing Department shall retain their classifications.

## 5.11 WAIVER OF ACADEMIC REQUIREMENTS

In the case where academic requirements have been waived for licensure and an employee is granted a license, the Hospital shall determine whether or not such employee shall be assigned to LVN duties and so paid. Disagreement with the Hospital decision may be referred to Joint Committee B by the employee through the Union.

5.12 ASSIGNMENT TO I.V. THERAPY

The Hospital agrees to provide I.V. Therapy training to all Board-certified LVNs (who desire such training) in compliance with the guidelines set forth in the State of California LVN Practice Act. For LVNs who so request training under this provision, the Hospital shall make every effort to complete such training by the end of the year.

It is understood that the Hospital can require an LVN to utilize paid Educational Leave if the LVN is a regular employee. Continuing Education Credits shall be provided for such training.

All LVNs who are or become IV Therapy certified and who are available to perform IV Therapy as part of their regular assignment, will receive an across-the-board increase of one dollar (\$1.00) per hour which shall be maintained above any and all LVN tenure steps and contractual wage increases and shall be considered, for all purposes, part of their base hourly rate.

This increase shall not be paid to any LVN who elects not to do IV Therapy nor to any LVN, who the Hospital determines, through an evaluation process, is not qualified to do IV Therapy.

5.13 SENIOR LICENSED VOCATIONAL NURSE

This classification shall apply only to an LVN who is specifically and regularly assigned by the Hospital to direct the work of other employees in a work area for a major portion of a shift and/or for a licensed vocational nurse who is specifically and regularly assigned by the Hospital to be in charge of a nursing unit or nursing station.

5.14 SENIOR LVN RATE

The wage rate for Senior LVN is thirty-five cents (\$.35) an hour above the wage rate for LVN. If the LVN is so assigned on a part-time basis (but this is the LVN's regular assignment), the thirty-five cents (\$.35) an hour premium will be pro-rated according to the number of shifts worked by the LVN per week as a Senior LVN.

5.15 ICU/CCU ASSIGNMENT

The Hospital and the Union recognize that LVNs may or may not have orientation and/or experience in ICU/ CCU. When an LVN without orientation and/or experience is assigned to ICU/CCU, the LVN shall function under the supervision of a Registered Nurse and shall perform only those functions approved for practice by LVNs at the Hospital. In the case of an LVN without orientation and/or experience in ICU/CCU, the Registered Nurse in charge shall be notified. Orientation of LVNs to ICU/ CCU will be provided as appropriate.

5.16 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.

5.17 PREMIUM PAY FOR SPECIAL ASSIGNMENT IN THE ENVIRONMENTAL SERVICES DEPARTMENT

For employees in Environmental Services performing heavy assignments (stripping and waxing, carpet shampooing, wall washing, window washing, furniture moving, trash or recycling, or housekeeping within the operating rooms) for more than one (1) hour in any one (1) shift, a premium of one dollar (\$1.00) an hour shall be paid for actual hours worked in such assignment.

The above applies to both Housekeeping Aides and Head Housekeeping Aides.

5.18 TEAM LEADER, DEFINITION

An employee who is given responsibility by the Hospital for overseeing, assigning, checking and coordinating the work of others. Employees who perform in the role of Team Leader shall receive a differential premium of three dollars (\$3.00) per hour when performing that role.

5.19 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 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; and
- f. Methods of Improving Labor/Management Relations.

6.2 Purpose of the Joint Committee is 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 33. 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 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.

f. Staffing Levels

- i. Staffing Levels in Nursing. The Hospital shall have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Health Care Organizations and Title XXII of the California Administrative Code (Division 5, Section 70213).
- ii. 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.
- iii. 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 31, 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 – HOURS OF WORK**

7.1 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 or Forty

If an employee is required to work in excess of eight (8) hours in any one shift. (See Subsection 7.14 for overtime rules applicable to employees on alternative shifts.)

c. Double Time (2x) for Hours in Excess of Twelve

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

Work performed within the work week of Sunday through Saturday night on the seventh (7<sup>th</sup>) day thereof, shall be paid at the rate of double (2x) the straight-time rate of pay.

e. Exception

For technical employees, this provision may be waived on the request of the individual employee and with the agreement of the Hospital.

f. 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.

g. 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.

h. CHORI Scheduling

Notwithstanding anything contained herein to the contrary, Clinical and Research Laboratory Assistants working in CHORI may work any flexible schedule approved by their supervisor, provided they do not exceed twelve (12) hours in a day or forty (40) hours in a work week, and all such hours shall be at straight time.

i. Carrying of Electronic Devices

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.

j. 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.

## 7.2 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.

### c. Neuro Techs

For the Neuro Techs, a regular or callback shift of less than six (6) hours shall not count as a day "worked" for purposes of this provision.

In addition to the rights established in Subsection 7.2(a), the Hospital shall make reasonable efforts to avoid scheduling Neuro Techs for weekend call more than one (1) weekend per month. To facilitate affording Neuro Techs three (3) full weekends off per month, the Hospital will make reasonable efforts to schedule Neuro Techs for call on two (2) consecutive weekend days, to the extent allowed by available staffing and consistent with patient care needs.

## 7.3 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 Subsection.
- 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) consecutive days in a row.

#### 7.4 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.

#### 7.5 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.

#### 7.6 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 every other weekend off.

##### b. Three Consecutive Weekends Worked

If the Hospital requires a full-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. Employees with Twenty Years of Service

All regular full time and regular part time employees with twenty (20) or more years of service, if they desire, shall be exempt from weekend work.

d. Exception

As an exception to the provisions of Subsection 7.6(c), the Hospital may schedule twenty (20) year technical employees to work weekends, but must pay such employees a seven per cent (7%) weekend differential for such work, if the employee has previously requested all weekends off. This differential does not apply to standby or call back pay.

e. LVNs with Twelve Years of Service

Full time and part time LVNs with twelve (12) or more years of service shall be required to work only every third (3<sup>rd</sup>) weekend.

f. Vote

Employees on any shift in a department, by a majority vote of those voting, may vote to implement a "two (2) consecutive days off" provision rather than the every other weekend off schedule described above.

- i. It is understood that implementing a "two consecutive days off" provision could result in a reduction of hours for certain positions.
- ii. In the event such a group of employees wish to have a vote conducted, the vote shall take place in November to be effective the beginning of the first (1<sup>st</sup>) full schedule in the following calendar year. A Union representative shall be entitled to be present at such voting.
- iii. Once a "two (2) consecutive days off" schedule has been implemented it shall automatically continue from year to year unless the employees in the affected group vote in November to revert to the every other weekend off provision.

g. Premium for Work in Excess of Guarantees

Employees required to work weekends in excess of the above guarantees will receive time and one half (1½) pay for work performed on that weekend.

7.7 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.

7.8 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 straight time 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 Section 8.2(c).

#### 7.9 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.

#### 7.10 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.

#### 7.11 REPLACEMENT OF ABSENT 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.

#### 7.12 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 10.2. The duration of a temporary position shall not be limited by Section 8.3(b), but no temporary position shall last longer than six (6) months.

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.

7.13 RECLASSIFICATION

a. Short Hour or Per Diem

A short hour or Per Diem employee who 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 shall be reclassified as a regular full-time or regular part-time employee.

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.

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.

7.14 ALTERNATIVE SHIFTS

a. Twelve Hour/Ten Hour Schedules and Guarantee in Respiratory Care

Implementation of a twelve (12) hour shift schedule or a ten (10) hour shift schedule in a department other than Respiratory Care Services will be at the discretion of the Department head. The program in Respiratory Care Services will remain in effect during the term of this Agreement.

b. Scheduling and Accrual of Benefits

Full time staff participating in the twelve (12) hour shift schedule will work three (3) twelve (12) hour shifts (thirty-six [36] hours) in a work week and 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.

c. Part Time Employees

Part time staff participating in the twelve (12) hour shift schedule will work two (2) twelve (12) hour shifts (twenty-four [24] hours) in a work week and be compensated with pay and benefits equal to those of an employee working twenty-four (24) hours in a work week.

d. Breaks and Lunches

Staff participating in the twelve (12) hour shift schedule will receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.

e. Holidays

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

f. Use of PTO/ESL

Participating staff taking a day off for vacation or illness will be paid twelve (12) or ten (10) hours from their accrued PTO or ESL accounts, as applicable.

g. Jury Duty/Bereavement Leave

Jury duty leave will be granted to staff in twelve (12) hour shift or ten (10) hour shift positions on the basis of their regular full shift, i.e. ten (10) or twelve (12) hours, subject to the provisions of Section 11, Jury Duty of this contract. Participating staff will be entitled to three (3) twelve (12) hour shifts or three (3) ten (10) hour shifts for Bereavement Leave, subject to the provisions of Section 12, Bereavement Leave of this Contract.



h. Overtime

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

i. Termination of Twelve/Ten Hour Shift

In the event the Hospital intends to terminate a twelve (12) hour shift schedule or ten (10) hour shift schedule, it shall give at least forty five (45) days' written notice to the Union and to the affected employees, and will bargain with the Union over the effects of the proposed change. It is understood that notice may not be given in the Respiratory Care Services Department effective prior to the expiration date of this Agreement.

j. 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.

k. Shift Differential

As an exception to 5.8 Differential, twelve (12) hour shift employees who start their shift at seven (7) PM will receive shift differential for all hours worked on that shift.

## **SECTION 8 – LAYOFF & RECALL**

### **8.1 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. The Hospital shall maintain an ongoing record of efforts to avoid displacing bargaining unit employees (including but not limited to attempts to solicit volunteers and attempts to find vacancies in other departments), and shall provide these records or portions thereof to the Union upon request.

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. The Hospital will seek volunteers before enacting a temporary layoff.

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.

e. Float Pool Restrictions on Bumping

As an exception to these rules, employees in the float pool may only bump, or be bumped by, other float pool employees in the event of a call-off or daily cancellation. Within the float pool, such call-offs or daily cancellations shall be conducted by reverse or order of seniority.

Members of the float pool shall be used, when available, before temporary or traveler employees from outside agencies.

8.2 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.

b. Order of Temporary Displacement in the Respiratory Department

Respiratory Care Practitioners shall be temporarily displaced (called off) in reverse seniority order up to a maximum of two (2) shifts per quarter. A quarter is defined as January through March, April through June, July through September, and October through December. If an employee on a specific shift has been cancelled the maximum of two (2) shifts within a specific quarter, such employee will not be cancelled again in that quarter and the process of cancelling such employee up to maximum of two (2) shifts will begin again in the next quarter. Need for specialized work or skill or trained personnel may affect cancellation as noted above.

c. Volunteers

The Employer will seek volunteers before enacting a temporary displacement.

- i. 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.

- ii. 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.
- iii. Recall from Temporary Displacement. Employees who are temporarily displaced from a shift, classification and department shall be recalled in order of seniority.

d. 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.

e. Temporary Reduction

If, in the case of indefinite displacement, the Hospital or employees in a department or a 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 displacements as above provided, they may agree to do so only if the employees in such department or unit vote by secret ballot in favor of such action, provided 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.

f. Notice

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

g. 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 Subsection 7.12(d).

h. 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.

i. CHORI

Notwithstanding anything contained in this Agreement or elsewhere to the contrary, Clinical Laboratory Assistants and Research Laboratory Assistants in CHORI may not be bumped from their positions by any other employees (either within or outside CHORI), nor may they exercise any bumping rights to displace any other employees (either within or outside CHORI). However, CHORI employees shall have the right to bid into vacant positions under Sections 8.3(a) and 8.4.

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

8.3 TRANSFER RIGHTS

After all regular employees in the bargaining unit have bid for any available positions in conformance with the process of 8.4(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. For vacancies in Environmental Services/Linen or Food Services, such training/orientation period shall not exceed thirty (30) calendar days. For vacancies in the Nursing Department and technical positions aptitude shall be required and the training/orientation period shall not exceed forty-five (45) calendar days. If in the reasonable judgment of the Hospital, an employee does not satisfactorily perform the job duties after ninety (90) calendar days, the employee will be subject to displacement.

b. Temporary Filling of Position

If the training required for a vacancy in the Nursing Department is longer than forty-five (45) days, the Hospital will fill such vacancy on a temporary basis not to exceed ninety (90) calendar days with short hour, Per Diem, or as a last resort, temporary

employees to afford, an employee subject to displacement the opportunity to train or obtain certification/licensure for the vacated position. Obtaining certification/licensure or training for purposes of 8.3(b) is the sole responsibility of the employee.

This Subsection 8.3(b) shall not apply to the technical employees.

c. 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 Subsection 8.3(c) 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, except that an LVN who performs duties requiring a valid LVN license in the new position shall be classified and paid as an LVN.

d. 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 8.4.

e. Severance Pay

The Hospital will provide severance as follows for regular full-time and regular part-time employees who are subject to indefinite or permanent displacement and who do not accept work as Per Diem or short hour employees:

Length of Service	Weeks of Salary
Fewer than 2 years	1 week
2 years but fewer than 5 years	2 weeks
5 years but fewer than 8 years	3 weeks
8 years but fewer than 10 years	4 weeks
10 years but fewer than 12 years	5 weeks
12 or more years	6 weeks

#### 8.4 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 8.5, Posting Requirements, be considered for the vacant position in the following order of seniority if they meet the qualifications of the job and if their work performance has been satisfactory on their current job in the last (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 Section 8.4(b).
- ix. Other applicants.

Refer to definitions of department in Appendix C.

- b. Section 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. Evaluation Period after Promotion/Transfer

- i. Ninety (90) Day Evaluation Period. 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.

- ii. Thirty (30) Day Evaluation Period for Technical Employees. The foregoing Subsection shall not apply to technical employees who transfer to another position. Instead, such technical employees shall be governed by the following:

Technical employees who transfer to another position through the bidding process shall have up to thirty (30) days of evaluation of their performance. If at any time within such thirty (30) 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 Subsection is limited to vacancies or potential vacancies in positions subject to this Agreement.

## 8.5 POSTING REQUIREMENTS

Except as provided in Subsection 8.3(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.

## 8.6 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 Section 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.

8.7 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.

8.8 SEASONAL POSITIONS

The Hospital will determine on a unit-by-unit basis the number of seasonal positions, if any, that will be posted.

Seasonal Regular Short Hour - Day, PM, or Night Shift

November 1 through May 31 - Staff will have a Full-time (1.0) work schedule including weekends off as per 7.6 Weekend Rotation and Exemption a) and b). At its option, the Hospital may post NOC shift seasonal positions with an 8/10ths (.8) work schedule during this period.

June 1 through October 31 - Staff will have a 1/5th (.2) work schedule including weekends off as per Subsection 7.6, Weekend Rotation and Exemption.

Staff who bid successfully into this seasonal position will be considered 6/10ths (.6) status.

## SECTION 9 – SENIORITY

### 9.1 DEFINITIONS

#### a. Definition of Seniority

- i. 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 of seniority under Section 9.3, provided that seniority shall have no application during the first thirty (30) days of continuous employment.
- ii. Seniority for regular and short-hour employees shall accrue from the date the employee was first regularly scheduled.
- iii. Newly Organized Workers. Any employees who become members of NUHW at the Hospital as a newly organized group or unit will transfer to the NUHW bargaining unit with full seniority credit. For this purpose, full seniority credit means total service with the Hospital, adjusted forward for the length of time in Per Diem status.
- iv. Departments Defined. For purposes of this Section 9, departments are set forth in Appendix C and such other departments as will be mutually agreed upon.

### 9.2 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;
- 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 achieved seniority by completing thirty (30) days of continuous employment.

### 9.3 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. Discharge;
- b. Resignation;

- c. Absence in excess of twelve (12) consecutive months in an eighteen (18) 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 six (6) consecutive months by reason of illness or non-industrial injury, unless extended by mutual consent or in accordance with the provisions of Subsection 14.2(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. if 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. if 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.

#### 9.4 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.
- iii. For purposes of this procedure, units within the Nursing Department are defined as follows, assuming an employee has met the requisite competencies:

(1) Critical Care: ICU, ICN

- (2) Acute Care: Medical, Surgical, Pre-Surgical, Rehab/Burn, Oncology, Day Hospital, and Float Pool, Emergency Department
  - (3) Urgent Care and Clinics
  - (4) Surgical Services: Operating Room, CPD, Recovery Room, CSC
- c. For purposes of this procedure, if no one accepts the offer of overtime in a unit, overtime will be offered by seniority within the Nursing Department to employees who have met the requisite competencies. As an exception to this provision, overtime in (iii) above (Urgent Care and Clinics) will be offered on a rotational basis in accordance with past practice.

## **SECTION 10 – SHORT HOUR, PER DIEM AND PART-TIME EMPLOYEES**

### **10.1 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, and the Group Life Insurance Plan.

### **10.2 DIFFERENTIAL IN LIEU OF FRINGE BENEFITS FOR SHORT HOUR AND PER DIEM EMPLOYEES**

#### **a. Technical Employees**

Effective upon hire, technical Short-hour and Per Diem employees shall receive twelve and one half percent (12.5%) above the regular starting rate for their classification in lieu of fringe benefits other than shift differentials.

#### **b. Other Employees**

All other Short-hour and Per Diem employees shall receive one dollar and seventy-five cents (\$1.75) per hour above the regular starting rate for their classification, in lieu of fringe benefits other than shift differentials.

### **10.3 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 11 – JURY DUTY**

### **11.1 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.

### **11.2 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.

### **11.3 ACTION IF 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.

### **11.4 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, paid holiday or paid vacation time 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.

#### 11.5 TEN OR TWELVE HOUR EMPLOYEES

For employees who are regularly scheduled to work a ten (10) or twelve (12) hour shift, references to eight (8) hours in this Section shall be changed to ten (10) or twelve (12) hours, as applicable.

### **SECTION 12 – BEREAVEMENT LEAVE**

- 12.1 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 for those scheduled days of work that would have been worked but for the leave of absence.
- 12.2 An additional two (2) 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.
- 12.3 The Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave.
- 12.4 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 13 – PAID TIME OFF/EXTENDED SICK LEAVE PROGRAM**

#### 13.1 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 11, Jury Duty, Section 12, Bereavement Leave, and Section 23, Education Leave.

### 13.2 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 of 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.

### 13.3 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.

### 13.4 EXTENDED SICK LEAVE (ESL)

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

### 13.5 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.

## 13.6 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

- (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. 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)).

#### iii. 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 12, 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.

#### 13.7 PTO USE ENCOURAGED

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

#### 13.8 CASH OUT OF PTO

No more than two hundred forty (240) 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 forty (240) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with 13.6(b)(1), Time 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.

#### 13.9 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. 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.

#### 13.10 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, whichever 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 upon the exhaustion of FSL, 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.
- 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.

#### 13.11 SEASON OF THE YEAR

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

#### 13.12 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.

13.13 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; or,
- 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; or,
- c. The employee is eligible for State Disability or Workers' Compensation payments, in which case ESL shall be integrated to supplement such payments; or,
- d. An emergency requires an employee's absence for less than a full shift, in which case the 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.

13.14 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.

13.15 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

13.16 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.

13.17 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 Subsection only, a "leave" is to be construed as a physical disability absence exceeding three (3) workdays unless the employee is hospitalized.

### 13.18 USE OF PTO/ESL FOR WORK DAYS ONLY

PTO/ESL can only be used on scheduled workdays.

### 13.19 PAY CHECK

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.

### 13.20 INFORMATION ON ACCRUALS

Within a reasonable time after an employee submits his or her request, not to exceed three (3) working days, the Hospital will inform the employee as to the current amount of his or her PTO/ESL accrual.

### 13.21 PAY FOR HOLIDAYS WORKED

#### a. Recognized Holidays

Recognized holidays for the purpose of the following Subsections 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

If any employee, regardless of category, works 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 13.6 (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.

### 13.22 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 14 – LEAVES OF ABSENCE

### 14.1 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.

### 14.2 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 14.2(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.

### 14.3 PARENTAL LEAVE

#### a. Legal Adoption

Any regular employee who has been employed by the Hospital for at least twelve (12) consecutive months shall be eligible for parental leave for up to six (6) weeks for a



legal adoption of a child. Such leave shall be governed by the Hospital's standard leave of absence policy and procedures.

b. FMLA

The Hospital will comply with the Federal and State regulations governing the Family and Medical Leave Act, the California Family Leave Act and the Americans with Disabilities Act.

c. Leave for Birth of Child of a Male Employee

The Employer and the Union agree that a male employee with one (1) or more years of service shall be granted up to one (1) month of personal leave, upon request, at the time of the birth of his child.

14.4 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.

14.5 RIGHTS /BENEFITS WHILE ON LEAVE

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

14.6 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.

14.7 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.

14.8 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.

#### 14.9 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.

#### 14.10 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 Subsection 10.2. This provision shall not diminish the Hospital's rights under Subsection 1.4, No Subcontracting.

### **SECTION 15 – HEALTH PROGRAM**

#### 15.1 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.

#### 15.2 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

All inpatient and outpatient services provided at and/or by CHRCO will be reimbursed at 100% except as follows:

- 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 for Plan Year 2014. The Hospital will not offer the Anthem Blue Cross HMO or any additional HMO options after the 2014 Plan.

e. Dental Plan

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

15.3 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 for Plan Year 2014 Second HMO Option).

15.4 DOMESTIC PARTNER

Any regular employee who desires to include his/her domestic partner (as defined in Section 34) 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 for Plan Year 2014 Second HMO Option).

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 The Employer may re-open contract negotiations on this Section 15 for Plan Year 2016 should the Affordable Care Act (ACA) mandate changes to the Health Plans or if costs to the Hospital increase or are projected to increase as a result of any provision of the ACA or regulations related to ACA.

During such negotiations, Section 32, No Strike/No Lockout, will not be in effect until an agreement is reached and ratified.

## **SECTION 16 – 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 17 – LONG TERM DISABILITY INSURANCE**

The Employer agrees 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 eighty (180) days, effective January 1, 2008.

### Maximum Benefit Period:

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 18 – 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 19 – RETIREMENT PLAN**

### **19.1 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 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 in the classifications of Ambassador, Animal Technician, Audiology Aide, Sr. Audiology Aide, Distribution Clerk, Lead Distribution Clerk, Mail Clerk, Medical Interpreter, Interpreter/Translator, Pharmacy Tech I, II, III, Sr. Orthopedic Tech, Orthopedic Tech and Receiving Clerk hired prior to January 1, 2102 will continue to participate in the Retirement Plan for Children’s Hospital and Research Center, Oakland (the “Plan”).

Effective within sixty (60) days of March 30, 2017, employees in the aforementioned classifications (Accreted Unit) 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 March 30, 2017, 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 19.1 b related to the Accreted Unit, the terms and definitions in the Retirement Plan will control.

f. Dietetic Assistants

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” for represented employees. 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.”

- 19.2 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.
- 19.3 The Hospital will provide the 403(b) Savings Plan for Children’s Hospital & Research Center Oakland to all employees.

19.4 RETIREE HEALTH CONTRIBUTION

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

Employees who retire after ten (10) years of employment in a benefitted 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  $\$100 \times \text{years of benefitted service} / 12$  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  $\$50 \times \text{years of benefitted service} / 12$  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 20 – 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, race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, equal pay and any other status protected by state, federal or local law (collectively “protected category”).

In addition, BCH Oakland prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

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 21 – UNIFORMS**

When employees are required to wear uniforms or special type work clothes while in the employ of the Hospital, the cost of laundering and furnishing same shall be borne by the Hospital, provided that the Hospital shall not be required to furnish or launder apparel traditionally worn by such employees in hospitals generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color. In Food Services the Hospital will give a laundry allowance of ten dollars (\$10.00) per pay period to Food Services workers. At its option, the Hospital may decide to launder uniforms for Food Services employees. If the Hospital chooses to launder uniforms, this (\$10.00) laundry allowance shall not apply. The Hospital will be responsible for ensuring that uniforms are dropped off and picked up at the following locations: Main Hospital, OPC, CHORI, and Walnut Creek.

Employees shall exercise reasonable care in maintaining their uniforms in good condition, given normal wear and tear, and shall return their uniforms to the Hospital upon termination and prior to receiving their final paycheck. Employees shall be notified of these requirements upon receipt of a uniform.



## **SECTION 22 – IN-SERVICE TRAINING/ORIENTATION PRIOR TO ASSIGNMENT OF DUTIES**

### **22.1 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.

### **22.2 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.

### **22.3 MEDICAL SURGICAL PROGRAMS FOR LVNS**

In-services on medical-surgical programs will be available to LVNs at the Hospital and shall be open to participation by LVNs on request.

### **22.4 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.

### **22.5 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 post on the Nursing Department bulletin board the information relating to such programs. LVNs will utilize their education leave under the conditions specified therein for participation in these approved continuing education courses.

### **22.6 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.

## 22.7 MANDATED COURSES

Attendance at all mandated courses that are required by the Hospital, including Hospital mandated preparation time, training programs, and in service 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 23 – EDUCATIONAL LEAVE**

### 23.1 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;
- 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.

### 23.2 REQUESTS FOR PAID EDUCATIONAL 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.

### 23.3 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.

#### 23.4 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.

#### 23.5 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.

## 23.6 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 no 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). Technical employees may request schedule reductions under this Subsection 23.6, but management may limit the granting of such requests consistent with the scheduling needs of the department.

## 23.7 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) below, Maximum per Calendar Year). 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) Courses required for license renewal or re-certification
  - (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), Department Manager and the Cluster Director (See Subsection (c) above.). Denial of approval under this Subsection based on course content or choice of educational institution shall not be subject to the grievance and arbitration procedure set forth in Section 31 of this Agreement.
  - v. Maximum per Calendar Year. Course approvals for the entire program may not exceed \$30,000.00 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.

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 seven hundred fifty dollars (\$750.00). Effective January 14, 2018 the reimbursement in a calendar year for each Technical employee will be increased to one thousand dollars (\$1,000.00).

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 24 – 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 25 – BULLETIN BOARDS**

25.1 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:

Environmental Services/Linen, Nursing, and Food Services. Such notice will remain posted for a reasonable time commensurate with its purpose.

- 25.2 The Hospital will post on such bulletin boards position vacancies to satisfy the requirements of Subsection 8.5, Posting Requirements.
- 25.3 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 26 – CONSCIENTIOUS OBJECTION**

- 26.1 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.
- 26.2 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.
- 26.3 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 27 – UNION REPRESENTATIVES' VISITATIONS**

- 27.1 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.
- 27.2 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, only upon their own free time and in public areas within the Hospital such as cafeterias or coffee shops or in designated non-work areas.

- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 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.
- 27.7 The Hospital and the Union shall reasonably apply the provisions of this Section.

## **SECTION 28 – SHOP STEWARDS**

### **28.1 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.

### **28.2 HOSPITAL EMPLOYEES**

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

### 28.3 HOSPITAL REPRESENTATIVE

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

### 28.4 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 31 of this Agreement.

### 28.5 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.

### 28.6 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.

### 28.7 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.

### 28.8 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.

## 28.9 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 29 – COMPLAINTS**

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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 30 – DISCHARGE FOR CAUSE**

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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 31 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 31.1 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.
- 31.2 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.

### 31.3 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 31.3(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.

#### a. Arbitration

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

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

Fred Horowitz	Jerilou Cossack
Matthew Goldberg	Andria Knapp
Barry Winograd	Mark Burstein
David Weinberg	

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

- 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 32 – 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 33 – SAFETY**

- 33.1 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 Joint Committee A. 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.
- 33.2 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 34 – 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 all of the following characteristics:

- a. Living together in the same household
- b. Financially interdependent
- c. Jointly responsible for each other's common welfare
- d. Considering themselves as life partners
- e. Not legally married
- f. Not currently part of another domestic partner relationship (i.e. multiple partners).

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

## **SECTION 35 – TERM OF AGREEMENT**

This Agreement shall be effective on the First day of May 2021, 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 April 30, 2022, 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 May 1, 2022, or any May 1 anniversary date thereafter.

## **SECTION 36 – MANAGEMENT’S 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;

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 37 – BILINGUAL DIFFERENTIAL**

### **37.1 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.

### **37.2 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.

**37.3** 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.

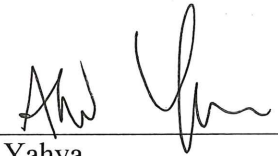
Collective Bargaining Agreement by and between Children's Hospital & Research Center of  
Oakland and the National Union of Healthcare Workers (NUHW)

Effective Date: May 1, 2021 through April 30, 2022


**National Union of Healthcare Workers**

  
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Sal Rosselli, NUHW President

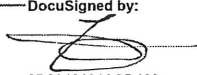
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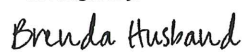
  
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Abid Yahya  
Director, NUHW

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

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Matthew Cook, MBA  
President,  
UCSF Benioff Children's Hospital  
Senior Vice President,  
Children's Services UCSF Health

Date: 9/13/2022

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Tonia Y. Suber, sHRBP, Phd(c)  
Chief People Officer

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

**National Union of Healthcare Workers' BARGAINING COMMITTEE for UCSF Children's Hospital and Research Center Oakland:**

Alejandro Diaz

Ammir Kaaid

Ana Rosa Jauregui

Andrea Miller

Anna Copeland

Bryant Maurice McDonald

Cameron Lewis

DeShawn Moses

Ed Aguiar

Evelyn Newall

Jackkie Patrick

Jason Colman

Jazmin Evans

Jennifer Burke

Jenny Kirsch

Jorge Bonilla

Jorge Williams

Jose Luis Caicedo

Karole Cyrus

Laura Nakamura

Linda Robinson

Mayra Teare

Michelle Santiago-Curl

Migdalia Serrano

Rochonda Oakley

Rocio Flores

Tara Clancy

Willie Williams

Yunika Wenman Li

Nyla Sepulveda

Sasha Brockman

Chris Songster

Mario Lopez

Troy Garner

Sara Sohiel

## APPENDIX A – WAGE SCALES

<div> <div>NUHW S/T Non-Technical Wage Scale</div> <div>2021-2022</div> </div>														
Job Code	Grade	Job Title	Effective Date	Percent Increase	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	10 Year
7002	HW59	Animal Technician	5/3/2020		\$18.37	\$18.92	\$19.49	\$20.07	\$20.68	\$21.30	\$21.93	\$22.59		
			5/2/2021	3%	\$18.92	\$19.49	\$20.07	\$20.68	\$21.30	\$21.93	\$22.59	\$23.27		
4185	HW60	Ambassador	5/3/2020		\$25.76	\$26.59	\$27.44	\$28.32	\$29.22	\$30.16				
			5/2/2021	3%	\$26.54	\$27.39	\$28.26	\$29.17	\$30.10	\$31.06				
3081	HW62	Audiology Aide	5/3/2020		\$27.00	\$28.36	\$29.71	\$31.05	\$32.40	\$33.75	\$35.10		\$36.45	\$37.80
			5/2/2021	3%	\$27.81	\$29.21	\$30.60	\$31.99	\$33.38	\$34.77	\$36.16		\$37.55	\$38.94
7003	HW5	Central Processing Tech I	5/3/2020		\$31.28	\$31.79	\$32.31	\$32.82						
			5/2/2021	3%	\$32.22	\$32.74	\$33.28	\$33.80						
7068	HW43	Central Processing Tech II	5/3/2020		\$32.52	\$33.08	\$33.60	\$34.13						
			5/2/2021	3%	\$33.50	\$34.07	\$34.60	\$35.15						
7001	HR4	Cook	5/3/2020		\$28.74	\$30.36	\$30.76	\$31.39						
			5/2/2021	3%	\$29.60	\$31.27	\$31.68	\$32.33						
3075	HW2	Critical Care Support Tech	5/3/2020		\$29.29	\$29.82	\$30.32	\$31.27						
			5/2/2021	3%	\$30.17	\$30.72	\$31.23	\$32.21						
3086	HW6	Critical Care Support Tech (LVN)	5/3/2020		\$36.54	\$37.43	\$38.28	\$39.17	\$40.01					
			5/2/2021	3%	\$37.64	\$38.55	\$39.43	\$40.34	\$41.21					
3077	HW8	Critical Care Support Tech (LVN-IV)	5/3/2020		\$38.04	\$38.93	\$39.76	\$40.67	\$41.48					
			5/2/2021	3%	\$39.18	\$40.10	\$40.95	\$41.89	\$42.73					
7008	HR6	Dishwasher	5/3/2020		\$26.29	\$27.59	\$28.51			\$29.15				
			5/2/2021	3%	\$27.08	\$28.42	\$29.37			\$30.02				
4216	HW60	Distribution Clerk	5/3/2020		\$25.76	\$26.59	\$27.44	\$28.32	\$29.22	\$30.16				
			5/2/2021	3%	\$26.54	\$27.39	\$28.26	\$29.17	\$30.10	\$31.06				
7011	HW1	Food Service Worker	5/3/2020		\$26.13	\$27.38	\$28.26			\$28.89				
			5/2/2021	3%	\$26.92	\$28.20	\$29.11			\$29.76				
7009	HW37	Functional Hospital Asst.	5/3/2020		\$28.59	\$29.04	\$29.52	\$29.99						
			5/2/2021	3%	\$29.45	\$29.92	\$30.40	\$30.89						
7034	HW9	Head Housekeeping Aide	5/3/2020		\$26.68	\$27.52	\$29.25			\$29.90				
			5/2/2021	3%	\$27.48	\$28.34	\$30.12			\$30.80				
7027	HW3	Housekeeping Aide	5/3/2020		\$25.96	\$26.79	\$28.51			\$29.16				
			5/2/2021	3%	\$26.74	\$27.59	\$29.37			\$30.03				
5006	HW61	Lead Distribution Clerk	5/3/2020	\$1 above Distribution Clerk	\$26.76	\$27.59	\$28.44	\$29.32	\$30.22	\$31.16				
			5/2/2021	\$1 above Distribution Clerk	\$27.54	\$28.39	\$29.26	\$30.17	\$31.10	\$32.06				

NUHW S/T Non-Technical Wage Scale 2021-2022														
Job Code	Grade	Job Title	Effective Date	Percent Increase	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	10 Year
7036	HW3	Linen Worker	5/3/2020		\$25.96	\$26.79	\$28.51			\$29.16				
			5/2/2021	3%	\$26.74	\$27.59	\$29.37			\$30.03				
4217	HW60	Mail Clerk	5/3/2020		\$25.76	\$26.59	\$27.44	\$28.32	\$29.22	\$30.16				
			5/2/2021	3%	\$26.54	\$27.39	\$28.26	\$29.17	\$30.10	\$31.06				
7020	HW4	Stores Clerk	5/3/2020		\$27.51	\$28.77	\$29.68							
			5/2/2021	3%	\$28.34	\$29.63	\$30.58							
7053	HW39	Patient Care Assistant	5/3/2020		\$27.21	\$28.10	\$29.88	\$30.79						
			5/2/2021	3%	\$28.03	\$28.94	\$30.78	\$31.72						
3071	HW6	Patient Care Assistant (LVN)	5/3/2020		\$36.54	\$37.43	\$38.28	\$39.17	\$40.01					
			5/2/2021	3%	\$37.64	\$38.55	\$39.43	\$40.34	\$41.21					
3085	HW8	Patient Care Assistant (LVN-IV Certified)	5/3/2020		\$38.04	\$38.93	\$39.76	\$40.67	\$41.48					
			5/2/2021	3%	\$39.18	\$40.10	\$40.95	\$41.89	\$42.73					
4215	HW64	Receiving Clerk	5/3/2020		\$29.85	\$30.75	\$31.67	\$32.62	\$33.63	\$34.64				
			5/2/2021	3%	\$30.75	\$31.67	\$32.62	\$33.60	\$34.64	\$35.68				
7033	HW5	Rehabilitation Aide	5/3/2020		\$31.28	\$31.79	\$32.31	\$32.82						
			5/2/2021	3%	\$32.22	\$32.74	\$33.28	\$33.80						
3045	HW63	Senior Audiology Aide	5/3/2020		\$30.22	\$31.57	\$32.92	\$34.27	\$35.62	\$36.97	\$38.32		\$39.67	\$41.02
			5/2/2021	3%	\$31.13	\$32.52	\$33.91	\$35.30	\$36.69	\$38.08	\$39.47		\$40.86	\$42.25
4049	HW2	Ward Clerk	5/3/2020		\$29.29	\$29.82	\$30.32	\$31.27						
			5/2/2021	3%	\$30.17	\$30.72	\$31.23	\$32.21						

**NUHW S/T Technical Wage Scale  
2021-2022**

Job Code	Grade	Job Title	Effective Date	Percent Increase	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	13 Year	14 Year	16 Year	18 Year	20 Year
3002	HW26	Anesthesia Technician I	5/3/2020		\$37.70	\$38.65	\$39.60	\$40.60	\$41.61	\$42.66		\$43.72			\$44.82		\$46.10				
			5/2/2021	3%	\$38.83	\$39.81	\$40.79	\$41.82	\$42.86	\$43.94		\$45.03			\$46.16		\$47.48				
3003	HW58	Anesthesia Technician II	5/3/2020		\$38.47	\$39.47	\$40.49	\$41.54	\$42.63	\$43.73		\$44.83			\$45.91		\$47.05				
			5/2/2021	3%	\$39.62	\$40.66	\$41.71	\$42.79	\$43.91	\$45.04		\$46.18			\$47.28		\$48.47				
3127	HW74	Certified Ophthalmic Assistant	6/26/2020		\$36.96	\$38.07	\$39.22	\$40.39	\$41.20	\$42.44		\$43.28			\$44.15		\$45.03				
			5/2/2021	3%%	\$38.07	\$39.22	\$40.39	\$41.60	\$42.44	\$43.71		\$44.58			\$45.47		\$46.38				
3012	HW12	Clinical Lab Assistant I	5/3/2020		\$25.21	\$25.72	\$26.75	\$27.31	\$27.83	\$28.38		\$29.25			\$29.95						
			5/2/2021	3%	\$25.97	\$26.49	\$27.55	\$28.12	\$28.66	\$29.23		\$30.12			\$30.85						
3029	HW13	Clinical Lab Assistant II	5/3/2020		\$26.66	\$27.80	\$28.96	\$30.08	\$31.24	\$32.37		\$33.51			\$34.66						
			5/2/2021	3%	\$27.45	\$28.64	\$29.83	\$30.99	\$32.18	\$33.34		\$34.52			\$35.70						
3102	HW38	Clinical Lab Assistant III	5/3/2020		\$29.16	\$30.42	\$31.67	\$32.92	\$34.19	\$35.42		\$36.66			\$37.94		\$38.76				
			5/2/2021	3%	\$30.04	\$31.33	\$32.62	\$33.91	\$35.21	\$36.48		\$37.76			\$39.08		\$39.93				
3004	HW18	Dedicated Lab Sonographer I	5/3/2020		\$74.18	\$76.41	\$78.70	\$81.07	\$86.22	\$88.81											
			5/2/2021	3%	\$76.41	\$78.70	\$81.06	\$83.50	\$88.81	\$91.48											
3062	HW19	Dedicated Lab Sonographer II	5/3/2020		\$76.41	\$78.70	\$81.07	\$86.22	\$88.81	\$90.59											
			5/2/2021	3%	\$78.70	\$81.06	\$83.50	\$88.81	\$91.48	\$93.30											
4076	HR75	Dietetic Assistant	12/1/20		\$27.18	\$28.47	\$29.39			\$30.05											
			5/2/2021	3%	\$28.00	\$29.32	\$30.27			\$30.95											
3074	HW20	ECG/Holter Tech	5/3/2020		\$30.23	\$31.15	\$32.10	\$33.05	\$34.06	\$36.13		\$37.01			\$37.24						
			5/2/2021	3%	\$31.13	\$32.08	\$33.06	\$34.04	\$35.08	\$37.21		\$38.13			\$38.36						
3128	HR76	Cardiovascular Technician	5/2/2021	New	\$34.25	\$35.29	\$36.36	\$37.45	\$38.59	\$40.93		\$41.94			\$42.19						
3096	HW36	EEG Tech Trainee	5/3/2020		\$31.57																
			5/2/2021	3%	\$32.52																
3010	HW32	Equipment Technician	5/3/2020		\$25.45	\$25.90	\$26.32	\$26.77	\$27.22	\$27.67		\$28.11			\$28.55						
			5/2/2021	3%	\$26.21	\$26.68	\$27.11	\$27.58	\$28.04	\$28.50		\$28.95			\$29.40						
3107	HW42	Instrumentation Tech II	5/3/2020		\$39.55	\$40.57	\$41.65	\$42.70	\$43.77	\$44.82		\$46.24			\$47.29		\$48.37				
			5/2/2021	3%	\$40.73	\$41.79	\$42.90	\$43.98	\$45.08	\$46.16		\$47.63			\$48.71		\$49.82				
3080	HW21	Lead Neuro Tech	5/3/2020		\$59.26	\$60.23	\$61.25	\$62.28	\$64.32	\$66.40		\$68.44			\$69.86		\$70.97				
			5/2/2021	3%	\$61.04	\$62.04	\$63.08	\$64.15	\$66.25	\$68.39		\$70.50			\$71.96		\$73.10				
3125	HW6	Licensed Psychiatric Tech	5/3/2020		\$36.54	\$37.43	\$38.28	\$39.17	\$40.01												
			5/2/2021	3%	\$37.64	\$38.55	\$39.43	\$40.34	\$41.21												
3014	HW6	LVN	5/3/2020		\$36.54	\$37.43	\$38.28	\$39.17	\$40.01												
			5/2/2021	3%	\$37.64	\$38.55	\$39.43	\$40.34	\$41.21												

**NUHW S/T Technical Wage Scale  
2021-2022**

Job Code	Grade	Job Title	Effective Date	Percent Increase	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	13 Year	14 Year	16 Year	18 Year	20 Year
3068	HW8	LVN-IV Certified	5/3/2020		\$38.04	\$38.93	\$39.76	\$40.67	\$41.48												
			5/2/2021	3%	\$39.18	\$40.10	\$40.95	\$41.89	\$42.73												
4144	HW11	Medical Assistant	5/3/2020		\$27.21	\$28.10	\$29.88	\$30.79													
			5/2/2021	3%	\$28.03	\$28.94	\$30.78	\$31.72													
4308	HW6	Medical Assistant - LVN	5/3/2020		\$36.54	\$37.43	\$38.28	\$39.17	\$40.01												
			5/2/2021	3%	\$37.64	\$38.55	\$39.43	\$40.34	\$41.21												
4309	HW8	Medical Assistant - LVN-IV Certified	5/3/2020		\$38.04	\$38.93	\$39.76	\$40.67	\$41.48												
			5/2/2021	3%	\$39.18	\$40.10	\$40.95	\$41.89	\$42.73												
3008	HW22	Neuro Tech I	5/3/2020		\$53.37	\$54.30	\$55.24	\$56.28	\$58.14	\$59.78		\$61.70			\$63.02		\$64.06				
			5/2/2021	3%	\$54.97	\$55.93	\$56.90	\$57.97	\$59.89	\$61.57		\$63.55			\$64.91		\$65.98				
3093	HW23	Neuro Tech II	5/3/2020		\$55.54	\$56.51	\$57.52	\$58.56	\$60.60	\$62.68		\$64.72			\$66.14		\$67.25				
			5/2/2021	3%	\$57.21	\$58.20	\$59.25	\$60.32	\$62.42	\$64.56		\$66.66			\$68.12		\$69.27				
3070	HW17	Nuclear Med Tech	5/3/2020		\$66.30	\$68.03	\$69.79	\$71.90	\$74.11	\$76.22		\$79.28									
			5/2/2021	3%	\$68.29	\$70.08	\$71.88	\$74.06	\$76.34	\$78.51		\$81.66									
3089	HW27	OR Tech Trainee	5/3/2020		\$34.24																
			5/2/2021	3%	\$35.26																
3015	HW28	OR Tech	5/3/2020		\$37.67	\$38.67	\$39.68	\$40.69	\$41.69	\$42.69		\$44.05			\$45.06		\$46.06				
			5/2/2021	3%	\$38.79	\$39.83	\$40.87	\$41.91	\$42.94	\$43.97		\$45.37			\$46.41		\$47.44				
3121	HW72	OR Tech - Cardiac, Neuro, Spine	5/3/2020	\$1 above OR Tech	\$38.67	\$39.67	\$40.68	\$41.69	\$42.69	\$43.69		\$45.05			\$46.06	\$47.06					
			5/2/2021	\$1 above OR Tech	\$39.79	\$40.83	\$41.87	\$42.91	\$43.94	\$44.97		\$46.37			\$47.41		\$48.44				
2605	HW50	Polysomnography Technologist I	5/3/2020		\$40.50	\$41.31	\$42.13	\$42.97	\$43.83	\$44.71		\$45.60			\$46.52		\$47.45				
			5/2/2021	3%	\$41.71	\$42.54	\$43.40	\$44.26	\$45.15	\$46.05		\$46.97			\$47.91		\$48.87				
2606	HW51	Polysomnography Technologist II	5/3/2020		\$42.62	\$43.47	\$44.34	\$45.23	\$46.13	\$47.05		\$48.00			\$48.96		\$49.93				
			5/2/2021	3%	\$43.90	\$44.78	\$45.67	\$46.58	\$47.52	\$48.47		\$49.44			\$50.42		\$51.43				
2607	HW52	Polysomnography Technologist III	5/3/2020		\$50.49	\$52.49	\$54.09	\$55.69	\$57.92	\$60.19		\$62.01			\$63.81		\$65.25				
			5/2/2021	3%	\$52.00	\$54.07	\$55.71	\$57.36	\$59.65	\$62.00		\$63.87			\$65.73		\$67.20				
3051	HW33	Pulmonary Function Tech I	5/3/2020		\$49.93	\$51.93	\$53.46	\$55.05	\$57.23	\$59.51		\$61.30			\$63.18		\$64.59				
			5/2/2021	3%	\$51.43	\$53.49	\$55.06	\$56.70	\$58.95	\$61.30		\$63.13			\$65.07		\$66.53				
2115	HW34	Pulmonary Function Tech II	5/3/2020		\$50.91	\$52.93	\$54.50	\$56.15	\$58.41	\$60.72		\$62.56			\$64.44		\$65.89				
			5/2/2021	3%	\$52.44	\$54.52	\$56.13	\$57.84	\$60.16	\$62.54		\$64.44			\$66.38		\$67.86				
2165	HW35	Pulmonary Function Tech III	5/3/2020		\$51.93	\$53.46	\$55.58	\$57.80	\$59.51	\$61.92		\$63.55			\$65.46		\$66.93				
			5/2/2021	3%	\$53.49	\$55.06	\$57.24	\$59.53	\$61.30	\$63.78		\$65.46			\$67.42		\$68.93				
3091	HW14	Research Lab Assistant I	5/3/2020		\$25.21	\$25.72	\$26.75	\$27.31	\$27.83	\$28.38		\$29.25			\$29.95						
			5/2/2021	3%	\$25.97	\$26.49	\$27.55	\$28.12	\$28.66	\$29.23		\$30.12			\$30.85						
3092	HW15	Research Lab Assistant II	5/3/2020		\$26.66	\$27.80	\$28.96	\$30.08	\$31.24	\$32.37		\$33.51			\$34.66						
			5/2/2021	3%	\$27.45	\$28.64	\$29.83	\$30.99	\$32.18	\$33.34		\$34.52			\$35.70						
3018	HW29	Respiratory Care Practitioner I	5/3/2020		\$45.16	\$46.72	\$47.51	\$50.02	\$51.78	\$53.57		\$55.41			\$58.42		\$59.73				
			5/2/2021	3%	\$46.51	\$48.13	\$48.94	\$51.52	\$53.33	\$55.18		\$57.08			\$60.18		\$61.52				

**NUHW S/T Technical Wage Scale  
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Job Code	Grade	Job Title	Effective Date	Percent Increase	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	13 Year	14 Year	16 Year	18 Year	20 Year
2064	HW30	Respiratory Care Practitioner II	5/3/2020		\$48.57	\$50.49	\$52.02	\$53.56	\$55.69	\$57.92		\$59.64			\$61.36		\$62.74				
			5/2/2021	3%	\$50.02	\$52.00	\$53.58	\$55.17	\$57.36	\$59.66		\$61.43			\$63.20		\$64.62				
3122	HW73	Respiratory Care Practitioner Transport Trainee	5/3/2020		\$48.57	\$50.49	\$52.02	\$53.56	\$55.69	\$57.92		\$59.64			\$61.36		\$62.74				
			5/2/2021	3%	\$50.02	\$52.00	\$53.58	\$55.17	\$57.36	\$59.66		\$61.43			\$63.20		\$64.62				
2162	HW31	RCP Transport	5/3/2020		\$53.42	\$55.53	\$57.22	\$58.91	\$61.26	\$63.71		\$65.60			\$67.49		\$69.01				
			5/2/2021	3%	\$55.03	\$57.20	\$58.93	\$60.68	\$63.10	\$65.63		\$67.57			\$69.52		\$71.08				
3001	HW24	RHIT I (ART)	5/3/2020		\$34.24	\$35.15	\$36.04	\$36.80	\$37.87	\$38.92		\$39.69			\$40.48		\$41.39				
			5/2/2021	3%	\$35.26	\$36.20	\$37.13	\$37.91	\$39.00	\$40.09		\$40.88			\$41.69		\$42.63				
3046	HW25	RHIT II (ART)	5/3/2020		\$37.71	\$38.85	\$39.99	\$41.20	\$42.44	\$43.72		\$45.04			\$46.39		\$47.43				
			5/2/2021	3%	\$38.84	\$40.01	\$41.19	\$42.44	\$43.72	\$45.03		\$46.40			\$47.78		\$48.86				
3103	HW40	Sonographer Trainee	5/3/2020		\$48.89																
			5/2/2021	3%	\$50.35																
3104	HW41	Sonographer Technician	5/3/2020		\$55.39	\$57.05	\$58.76	\$60.52	\$62.35	\$64.21		\$66.14			\$68.13		\$69.65				
			5/2/2021	3%	\$57.05	\$58.76	\$60.53	\$62.34	\$64.22	\$66.14		\$68.13			\$70.17		\$71.74				
4310	HW69	Interpreter/Translator	5/3/2020		\$30.86	\$31.60	\$32.37	\$33.15	\$33.95	\$34.77		\$35.61			\$36.64						
			5/2/2021	3%	\$31.79	\$32.55	\$33.34	\$34.14	\$34.96	\$35.81		\$36.68			\$37.74						
4064	HW68	Medical Interpreter	5/3/2020		\$29.71	\$30.46	\$31.22	\$32.00	\$32.80	\$33.62		\$34.46			\$35.49						
			5/2/2021	3%	\$30.61	\$31.37	\$32.15	\$32.96	\$33.78	\$34.63		\$35.49			\$36.56						
3072	HW70	Ortho Tech I	5/3/2020		\$29.35	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02		\$35.04			\$36.09						
			5/2/2021	3%	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02	\$35.04		\$36.09			\$37.17						
3120	HW71	Ortho Tech Lead	5/3/2020		\$37.38	\$38.26	\$39.17	\$40.10	\$41.07	\$42.06		\$43.08			\$44.13						
			5/2/2021	3%	\$38.50	\$39.41	\$40.35	\$41.31	\$42.30	\$43.32		\$44.37			\$45.45						
3016	HW65	Pharmacy Tech I	5/3/2020		\$28.35	\$29.20	\$30.07														
			5/2/2021	3%	\$29.20	\$30.08	\$30.97														
3118	HW66	Pharmacy Tech II	5/3/2020					\$30.97	\$31.90	\$32.86	\$33.85										
			5/2/2021	3%				\$31.90	\$32.86	\$33.84	\$34.86										
3119	HW67	Pharmacy Tech III	5/3/2020									\$35.91	\$36.63	\$37.37	\$38.12	\$38.88		\$39.66	\$40.45	\$41.26	\$42.08
			5/2/2021	3%								\$36.99	\$37.73	\$38.49	\$39.26	\$40.04		\$40.85	\$41.66	\$42.50	\$43.34



## **APPENDIX B – LETTERS OF AGREEMENT**

### **Side Letter #1 – PCAs, MAs Ward Clerks and CCSTs Relief and Job Descriptions**

- I. Job Descriptions for PCAs, MA, and CCSTs will be as distributed on 12/11/00.
- II. PCAs will normally relieve Ward Clerks for lunches and breaks only.
- III. CCSTs may relieve Ward Clerks for up to full shifts, after all available Ward Clerks have been offered the available work, including overtime.
- IV. Ward Clerks, who are qualified, may relieve CCSTs for up to full shifts, after all available CCSTs have been offered the available work, including overtime.

### **Side Letter #2 – Interpreting Services at FQHC Locations**

To the extent possible, the Hospital will phase out subcontracted interpretation services in the FQHC locations by January 2018.

### **Side Letter #3 – Transport Training Program**

The Union and the Employer agree to implement a pilot Transport program for the Respiratory Department. The pilot will be reviewed three (3) months after its implementation and in three (3) months later, following the initial review, to make modifications to the program as necessary.

- I. TRAINING DIDACTIC. During didactic training of two (2) weeks the trainee for a RCP Transport position will be given all transport competencies. All transport equipment and clinical practice will be reviewed with return demonstrations during didactic training. The trainee will be required to validate skills for all devices utilized during transport. A post-test will be given at the end of didactic training. The Employer will exercise its best efforts in accomplishing the didactic portion of the training in the shortest period possible but in no more than sixty (60) days.
  - A. Ride-Along with a Preceptor. After completion of the didactic training, the Transport trainee will be assigned to a RCP Transporter who will act as a preceptor for the trainee. The trainee will be given a schedule that mirrors his/her preceptor's schedule (same schedule).

The trainee will be given an orientation check-off list that he/she will utilize on transport calls. The trainee will be expected to go on a minimum of three (3) calls with a preceptor with progress reviews between the preceptor and the Transport Coordinator (e.g., intubation and oscillation). The trainee will also be expected to familiarize him/herself with all transport equipment, devices and bags during clinical training. The ride along program will be completed in three (3) to four (4) months.

The trainee will not be included in the staffing for the department but may assist in patient care to a lesser extent.

- B. **COMPETENCY ASSESSMENT.** The trainee will meet with the Transport Coordinator for an exit interview at the completion of his/her calls with his/her preceptor. The trainee will be assessed regarding his/her satisfying or not satisfying the job expectations during his/her assessment. After successful completion of the training, the trainee will be considered a functional RCP Transporter. A meeting will be scheduled between the trainee, Transport Coordinator, and department manager/director to devise an action plan.
- C. **TOTAL ANTICIPATED TIMELINE FOR COMPLETION.** The timeline for the transport training program is subject to the availability of patient transports during the trainee's scheduled shifts, as well as performance of required competencies. Total anticipated time for completion is three (3) to six (6) months.

- II. **STAFFING OF TRANSPORT PROGRAM.** Once the Employer has a full complement of trained RCP transporters, the staffing for the transport program will consist of four RCP Transporters per shift. (Initially, if all employees fall into the agreed upon job descriptions, there will be six (6) RCP Transporters on day shift and four (4) on Nights. The program will result in an increase in (3.6) FTEs in the Department, (4 staff) per the budget, thus there will be an additional RCP II on the shift (compared to the old model). When assigned the Transporter role for the shift, the Transporter will not be taking a patient assignment, thus inpatient care is not impacted when a transport occurs. The trained RCP Transporter is included in staffing for the department but to a lesser extent. When assigned the Transporter role, He/She will have responsibilities in addition to his/her transport duties, including assisting with patient care, such as in-house transports, break relief, code blue response, med stat response, etc. In emergent situations, the RCP Transporter may be assigned patients to ensure patient safety. When not assigned the RCP Transporter role for the shift, the RCP Transporter will be included in RCP II staffing, performing a standard patient assignment as indicated in the RCP Transporter job description.

The Transport Coordinator will be responsible for scheduling the shifts for Transport with the option of employees doing self-scheduling.

The current procedure for the scheduling of vacations for the Respiratory department, including the scheduling of RCP Transporters, will not be affected by the implementation of the Transport program.

The current part-time RCP Transporter will be grandfathered with her FTE status when the new Transport program is implemented.

- III. **JOB DESCRIPTIONS OF TRANSPORT RCP AND TRANSPORT RCP IN TRAINING.** As provided by the Employer.

IV. WAGES. Because of the challenges that a RCP Transport position presents, a wage differential must be attractive enough to attract and retain RCPs in the program. Therefore, the Union has presented a wage proposal to accomplish that goal.

V. TRANSITION TO NEW TRANSPORT PROGRAM

A. FILLING VACANT POSITIONS. In filling vacant positions for RCP Transport and/or RCP Transport in Training, the Employer will offer positions by seniority in the following order to RCPs who have submitted bids for posted positions:

- a. Current employees who hold the title of RCP Transporter or RCP III but have not yet been fully trained.
- b. Other RCPs in accordance with the Collective Bargaining Agreement.

Current RCP Transporters who have not been fully trained and did not express an interest in bidding for available positions (e.g. the shift available was not convenient), shall retain the right to bid on subsequent positions retaining the preferential status described in a.) for up to two (2) years from the date of the first posting of positions of the new Transport Program. In the interim, they will retain their schedule as an RCP.

Such RCP Transporters, who bid for but are not granted positions, will not be held to the two (2) year limit until they fail to bid on a vacant position.

B. CURRENT RCP TRANSPORTER

- a. RCP Transporters who wish to leave the current program or those who wish to leave the program in the future will notify the Employer of their desire by submitting the request in writing.
- b. An RCP who accepts a Transport in Training position, upon completion of training, will make a commitment to remain in an RCP Transport position for a minimum of two (2) years if such employee remains employed by Children's.
- c. Once an RCP Transporter has notified the Employer of his/her wish to leave the program in accordance with "a." and "b." above, the Employer will post the position as provided in the Collective Bargaining Agreement but within thirty (30) days of the written submission.
  - i. If a more senior current RCP Transporter bids for the position, he/she will be awarded the position. The vacancy created by the awarding of the original, vacated position to the current Transport RCP will then be awarded to the most senior RCP who wishes to be trained as an RCP Transporter. The position of the employee to be trained will be granted to the RCP Transporter who submitted his/her request to leave the program.

- ii. If a trainee does not succeed in training for an RCP Transport position or if an RCP Transporter leaving the program does not accept the vacancy available, he/she will be placed in a per diem position with the status of most senior per diem with all rights to bid on any future vacancy as the most senior per diem RCP.

## VI. DETAILS OF TRANSITION

### A. JOB DESCRIPTIONS

- a. Eliminate the RCP III job description
  - i. If existing FTEs that are trained and available to provide transports wish to continue providing transports, they will move to the RCP Transport job description.
  - ii. Employees in the RCP III job description who are not trained in the Transport role, or who do not wish to be in the Transport role, will be moved to the RCP II classification at a step on the RCP II wage scale that most closely matches their current rate of pay (as of 1/30/2017) that results in no loss in pay.
  - iii. If the current rate of pay (as of 1/30/2017) for these employees exceeds the RCP II wage scale, their wage will be frozen (red circled) until such time that any future negotiated increase exceeds their current rate of pay.
- b. Modify/Correct the RCP Transport job description
  - i. Minimum requirements include only those employees trained and available to provide transports
  - ii. If existing FTEs that are trained and available to provide transports wish to continue providing transports, move to the revised RCP Transport job description.
  - iii. Employees in the RCP Transport job description who are not trained in the Transport role, or who do not wish to be in the Transport role, will be moved to the RCP II classification at a step on the RCP II wage scale that most closely matches their current rate of pay (as of 1/30/2017) that results in no loss in pay.
  - iv. If the current rate of pay (as of 1/30/2017) for these employees exceeds the RCP II wage scale, their wage will be frozen (red circled) until such time that any future negotiated increase exceeds their current rate of pay.

- v. Transport FTEs will still receive a modified patient load during a shift in order to maintain RCP competencies
  - vi. RCP transport therapists will be scheduled by the Transport Coordinator in coordination with the Coordinator performing all staff schedules. RCP transport therapist will not be held to the mandatory every other weekend rotation outlined in union contract (Section 7.6)
- c. Declaration
- i. Employees in the RCP III or RCP Transport job description who are trained in the Transport role will have up to four (4) weeks from the approval of the contract to declare their intent in writing to the Director of Respiratory and VP of Human Resources to either 1) continue in the new Transport Role or 2) transition to an RCP II role as outlined in Sections VI.A(a) and VI.A(b) above. If a declaration of intent is not received, it is understood by all parties that the employee(s) will continue in the Transport Role and be moved to the new RCP Transport job description.
  - ii. Any impact on salaries/wages under the new contract for an employee in the RCP III or RCP Transport job description will be held until the declaration of intent is received and the appropriate job description and associated compensation can be determined.
- d. Develop/Implement a Transport-in-Training job description (RCPtt)
- i. Utilize to train for open transport positions when trained applicants are not available. Upon successful completion of training and competencies, roll into a RCP Transport Position.
  - ii. UBCHO provides training
  - iii. RCPtt still performs RCP II functions. In addition, RCPtt completes required training and preceptored transports

## VII. STAFFING

- A. Post two 0.9 night shift RCP Transport positions:
  - a. Fill with internal candidates that are trained and available to perform transports
  - b. If unable to fill, post one or two (whatever is unfilled) RCP Transport in Training positions, internally preferred.
- B. While goal will be to have Four 0.9 FTEs (3.6 FTEs) on days and Four 0.9 FTEs (3.6 FTEs) on nights, the 6.0 FTEs on days will be maintained.

If retirements or other attrition occurs for the day shift, transport positions will be replaced as RCP II until the 3.6 FTE day shift RCP Transport goal is achieved.

- C. To ensure adequate RCP II coverage and training time for advanced transport, management has approved an additional 3.2 FTEs in the budget. Staff are still expected to flex to volumes, but productivity is based on the addition of these FTEs.
- D. All parties recognize that the full implementation of the aforementioned model is contingent upon hiring and training for the respective positions, including the onboarding of the 3.6 budgeted FTEs.
- E. **PROCESS**

To ensure patient safety and avoid staff fatigue, transport requests near a shift change will be evaluated by a clinical team. Near shift change transport defined – call taken approx. 1/2 hour before change of shift and request is an approx. transport time of 3 hours or greater.

If the transport can wait until after shift change, the incoming transporter will take the transport assignment.

If the clinical team deems it necessary to proceed with the transport in the best interest of the patient, the on-shift RCP Transport will complete the assignment, utilizing overtime if the transport exceeds their 12 hour shift. Once this transport is complete, the RCP Transport will clock out and is not expected to perform additional transports.

**Side Letter #4 – Procedure for Call/Text Distribution List for the Respiratory Care Department**

<b>Title:</b> Procedure for Call/Text Distribution List	
<b>Procedure</b>	<b>Page(s):</b>
<b>Location:</b> Respiratory Care Services	<b>Revision date:</b>
<b>Scope:</b> Respiratory Care Practitioners	<b>Effective date:</b> 11/2016
<b>Author(s):</b> Katie Sabato, MS RRT	<b>Approval Signature:</b> <b>Corey Wilson</b>
<b>Owner/Responsible person:</b> Katie Sabato, MS RRT	<b>Title:</b> Executive Director Ancillary Services

- I. PURPOSE. Maintaining current list of staff wanting to be called for extra/overtime and incentive shifts.
- II. INDICATIONS FOR USE. Upon staff request to be added or deleted from a specified list.
- III. PROCEDURE
  - A. INCENTIVE SHIFT LIST
    - a. Staff wanting to be added or removed from the “want to be called/texted for incentive shifts” list will send an email to the director and management coordinator making their respective request.
      - i. Title of email: “Incentive Shift List”
      - ii. Include staff phone number in content of the email
    - b. The director or management coordinator will implement the request within seven (7) days of the email request.
  - B. EXTRA/OVERTIME SHIFT LIST
    - a. Staff wanting to be added or removed from the “want to be called/texted for extra/overtime shifts” list will send an email to the director and management coordinator making their respective request.
      - i. Title of email: “Extra/Overtime Shift List”

- ii. Include staff phone number in content of the email
- b. The director or management coordinator will implement the request within seven (7) days of the email request.

**References:**

**Applicable and Regulatory Standards:**

**Approval Process:**

Date	Committee / Legal	
11/30/2016	Leadership Committee	



**Side Letter #5 – Procedure for Extra Shift and Overtime for the Respiratory Care Department**

<b>Title:</b> Procedure for Extra Shift and Overtime <b>FOR THE RESPIRATORY CARE DEPARTMENT</b>	
<b>Procedure</b>	<b>Page(s):</b>
<b>Location:</b> Respiratory Care Services	<b>Revision date:</b>
<b>Scope:</b> Respiratory Care Practitioners	<b>Effective date:</b> 10/2016
<b>Author(s):</b> Katie Sabato, MS RRT	<b>Approval Signature:</b> <b>Corey Wilson</b>
<b>Owner/Responsible person:</b> Katie Sabato, MS RRT	<b>Title:</b> Executive Director Ancillary Services

- I. **PURPOSE.** Extra Shift and Overtime (except in emergency situations) are offered when Leadership has exhausted all accepted options for securing consistent, safe and effective staffing levels. Extra Shifts and Overtime, in general, applies outside the period when incentive shifts are being offered; however, other times may apply.
- II. **INDICATIONS FOR USE.** Extra Shifts and/or Overtime are deemed necessary by an in house coordinator, the out of house coordinator on call.
- III. **PROCEDURE**
  - A. **REGULAR SHIFTS (12 HOUR)**
    - a. The Team leader or a coordinator will blast text all staff on the “want to be called for extra/overtime shifts” list. The text will contain the shift, date and skill mix required. The shift is awarded by seniority and skill mix for individuals texting back the Team Lead within 15 minutes of the blast text. If no staff meeting the skill mix required for the shift text the Team Lead within 15 minutes of the initial blast text the shift will be awarded to staff meeting the skill mix required on a first to respond basis.
      - i. The Team Lead will call the awarded staff member to confirm the shift.
        1. Once confirmed, the Team Lead will send a blast text to all staff on the “want to be called for extra/overtime shifts” list notifying them that the shift has been filled.

2. The coordinator or Team leader confirming the extra/overtime shift writes the staff members name down on the Daily Shift Assignment Sheet along with a brief explanation of the reason for the need for overtime.
- ii. If the Team leader or coordinator is unable to fill the 12 hour shift after 2 blast text requests, the procedure above (III.A(a)) may be repeated for an 8 hour shift request.
- iii. No RT will work greater than 16 hours in 24 hour timeframe except in an extreme emergency as approved by the Director/Coordinator.

**B. SHORT HOUR/LAST MINUTE SHIFTS (4 HOUR)**

- a. Additional hours needed from current on-shift staff

The Team leader or a coordinator will request an additional 4 hours from current staff on-shift meeting the required skill mix. The additional 4 hours are awarded by seniority and skill mix.

- b. Additional hours needed from next shift staff

The Team Leader or Coordinator will blast text all staff on the next shift. The text will contain the skill mix required. The additional 4 hours are awarded by seniority and skill mix for individuals texting back the Team Lead within 15 minutes of the blast text. If no staff meeting the skill mix required text the Team Lead within 15 minutes of the initial blast text, the additional 4 hours will be awarded to staff meeting the skill mix required on a first to respond basis.

**References:**

**Applicable and Regulatory Standards:**

**Approval Process:**

<b>Date</b>	<b>Committee / Legal</b>	
<b>10/20/2016</b>	<b>Leadership Committee</b>	

## **Side Letter #6 – Procedure for Incentive Shift for the Respiratory Care Department**

<b>Title: Procedure for INCENTIVE SHIFT FOR THE RESPIRATORY CARE DEPARTMENT</b>	
<b>Procedure</b>	<b>Page(s):</b>
<b>Location:</b> Respiratory Care Services	<b>Revision date:</b>
<b>Scope:</b> Respiratory Care Practitioners	<b>Effective date:</b> 10/2016
<b>Author(s):</b> Katie Sabato, MS RRT	<b>Approval Signature:</b> <b>Corey Wilson</b>
<b>Owner/Responsible person:</b> Katie Sabato, MS RRT	<b>Title:</b> Executive Director Ancillary Services

- I. **PURPOSE.** Incentive shifts are offered when Leadership has exhausted all acceptable options for securing consistent, safe and effective staffing levels. Incentive shifts, in general, are needed during the high acuity season; however, other times may apply.
- II. **INDICATIONS FOR USE.** The coordinator on-call projects a certain number of incentive shifts will be needed for the following week.
- III. **PROCEDURE**

The coordinator on-call will post incentive shifts on the white board entering the Respiratory Care Department, on the Monday one week in advance of their call week. Concurrently, the available incentive shifts will also be text blast to all RT staff that have placed their name on the “want to be called for additional shifts” list. Staff interested in signing up for the available incentive shifts need to individually respond to the Team Leader no later than Friday at 10:00am in which a management coordinator will confirm shifts based off seniority and skill mix.

Last minute incentive shifts – meaning a request for an incentive shifts within a 12 hour time period: A text blast to all RT staff that have placed their name on the “want to be called for additional shifts” list will be sent by the Team Lead. The shift is awarded by seniority and skill mix for individuals calling back the Team Lead within 15 minutes of the blast text.

- A. Once confirmed, the staff cannot be canceled by management unless they volunteer and such is approved by management. The coordinator confirming the incentive shifts enters all confirmed incentive shifts in the MediTech schedule using the MediTech abbreviation RTI incentive shift days and RT\$ – incentive shift nights.

B. The following outlines the incentive pay for Per Diem:

a. Per Diem staff

Incentive shifts will be offered only if they have 2 or more shifts already pre-scheduled in the week being staffed unless flexed off/canceled by management.

b. Only 12 hours shifts are awarded incentive pay.

c. Employees working an incentive shift will be flexed off/canceled as a first priority. Employees on the “Voluntary Time Off List” will be flexed off/cancelled secondary to those working the incentive shift.

d. If a staff member working incentive shifts are asked to flex hours off/cancelled, incentive pay is still paid.

**References:**

**Applicable and Regulatory Standards:**

**Approval Process:**

Date	Committee / Legal	
10/20/2016	Leadership Committee	

### **Side Letter #7 – Respiratory Agreement Regarding Move to Summit (11/07/2018)**

UCSF Benioff Children's Hospital Oakland (UCSFBCCHO) will post five (5) 0.9 FTE Transport positions to be filled by internally by Respiratory Care Practitioners 2. These are the following positions:

- 0.9 FTE Transport-in-Training - Day
- 0.9 FTE Transport-in-Training - Day
- 0.9 FTE Transport-in-Training - Day
- 0.9 FTE Transport-in-Training - Night
- 0.9 FTE Transport-in-Training - Night
- 0.9 FTE Transport-in-Training - Night - position already acquired by Nilo Dominguez

Training to become a Transport RCP

- The process for training shall be in adherence with the Service and Tech Collective Bargaining Agreement.
- Upon accepting a position as a Transport RCP, the Respiratory Care Practitioner 2 will be reclassified to a Transport in Training RCP. Transport in Training RCPs will immediately be trained to fulfill the role of transferring patients between campuses (52nd St and Summit) on heated high flow nasal cannula. Training will also include a minimum of two (2) transports to Summit with a Transport RCP. After this training is complete, Transport in Training RCPs will be required to provide transports for patients between the 52nd Street campus and the Summit campus.
- Management commits to train 4 TT RCPs (2 day and 2 night) within the first six (6) months after accepting the positions. Management will then train the next 2 TT RCPs (1 day and 1 night) after six (6) months. Prior to the start of this training, these TT RCPs will not be expected to do any transports.

Scheduling of Transport RCPs:

- Each shift will include two Transport RCPs and at least one Transport in Training (TT) RCP.
- Adequate weekend coverage would be two Transport RCPs and one Transport in Training on day shift. At minimum, there is one Transport RCP and one Transport in Training on the weekend night shift until the new Transport RCPs are fully trained.
- Each shift will include a maximum of three people from the Transport team on at one time regardless of the mix and a minimum of two as long as one is a Transport RCP.

Wages for Transport RCPs and Transport in Training RCPs:

- 1st Call Transport - paid 10% above the base rate of an RCP 2

- 2nd Call Transport - paid 10% above the base rate of an RCP 2
- Any Transport RCP that has completed their training is paid 10% above the base rate of an RCP 2.
- Transport in Training RCPs will be paid a \$5 differential for each hour he or she spends transporting patients between the 52nd St Campus and Summit Campus.

#### Process for Transport Assignments:

- 1st Call Transport will be the first call out RCP for any transport.
- 2nd Call Transport may cover any transports between campuses at UCSFBCHO if first call is not available.
- 2nd Call Transport will be assigned a patient care assignment and could be assigned to the Summit campus.
- Transport in Training will not be assigned a patient care assignment when in actual assigned training shift tied to a 1st Call Transport, when possible. When a Transport in Training person is out of an assignment and being trained by a 1st Call Transport, the 1st Call Transport is in an assignment.
- A trained TT in Summit may do an independent Summit transport.
- In the case that a Transport RCP is not available for a Transport, the hospital would need to wait until a Transport RCP is available or West Med would need to go without a Transport RCP.

#### Summit Code Blue

- Transport RCPs will respond to the Code Blue at Summit, support in stabilizing the patient, and return with the patient to the main campus on 52nd Street.

#### Lunches

- The 30 minute lunch break for any RCPs at Summit will be uninterrupted. If there is not an RCP scheduled to cover the lunch break, then the Charge Nurse will carry the RCPs Rover and the Nurse Practitioner will respond to any codes or any needs for respiratory intervention while RCPs are on lunch.

#### Staffing rotation for Summit

- In order to staff Summit, management will compile a list of RCPs who are interested in working at Summit. Those will be the first staff to go to Summit. If there is not sufficient staffing for Summit, staffing would be done based on seniority with daily rotation.

## APPENDIX C – DEPARTMENTS

The following are departments for the purposes of this Agreement:

1. **Nursing**: Functional Hospital Assistant, Rehab Aide, Ward Clerk, Patient Care Assistant, LVN, LVN-IV Certified, O.R Technician, O.R Technician Trainee, Anesthesia Tech/Technologist, Medical Assistant, Critical Care Support Tech, Instrumentation Tech, Central Processing Tech I and II, Orthopedic Tech, Sr. Orthopedic Tech
2. **Environmental Services**: Linen Worker, Housekeeping Aide, Head Housekeeper
3. **Food Services**: Cook, Dishwasher, Stores Clerk, Food Services Worker
4. **CHORI**: Animal Technician, Research Laboratory Assistant I and II, Clinical Laboratory Assistant I and II
5. **Cardiology**: ECG/Holter Tech, EEG Tech Trainee
6. **Diagnostic Technical Services**: Nuclear Medicine Technologist, Lead Neuro Technician, Neuro Technician I, Neuro Tech II, ECG/Holter Technician,
7. **Clinical Laboratory**: Clinical Laboratory Assistant I, II, and III
8. **Respiratory Care Services**: RCP I, RCP II, RCP Transport, Pulmonary Function Tech I, II, and III, Polysomnography Tech I, II, and III \*
9. **Health Information Management**: RHIT I and II
10. **Pharmacy**: Pharmacy Technician I, II, III
11. **Interpreter Services**: Medical Interpreter, Interpreter/Translator
12. **Audiology Department**: Audiology Aide, Sr. Audiology Aide
13. **Ambassador/Security Department**: Ambassador
14. **Materials Management**: Materials, Distribution Clerk, Lead Distribution Tech, Mail Clerk, Receiving Clerk
15. **Sonography**: Dedicated Lab Sonographer I and II, Sonographer Trainee

\* For purposes of this Agreement and as a clarification, the Respiratory Care Department is inclusive of all locations where Respiratory Care services are delivered.

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

If the answer to these seven questions is yes, Management may have just cause for discipline.

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

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