# **UNION PROPOSAL 3.30.2021**

# **ARTICLE 13 – COMPENSATION**

### A. WAGES

<u>Placement on the Wage Scale for Full-Time and Part-Time employees shall be based on experience</u> in the current job classification as outlined below.

- 1. Effective the first full pay period following May 5, 2021, Full-Time and Part-Time employees shall be placed on the appropriate wage scale based on their experience in their job classification as of May 5, 2021 or shall receive a 3% across the board increase, whichever is greater.
  - a. the Wage Scales attached hereto as Appendix B shall be implemented; and
    - i. <u>Full-Time or Part-Time employees whose current wage rate is above the appropriate step on the wage scale shall receive the minimum of 3.0%.</u>
    - 2. Effective the first full pay period following May 5, 2022, the attached wage scale shall be implemented; and
  - a. All Full-Time and Part-Time employees shall move to the next step on the wage scale based upon their years of experience as of May 5, 2022 in their current job classification, or shall receive a 3% increase whichever is greater.
    - i. <u>Full-Time or Part-Time employees whose wage rate is above the appropriate</u> step on the wage scale shall receive the minimum of 3%.
- 3. Effective the first full pay period following May 5, 2023, the attached wage scale shall be implemented;
- a. All Full-Time and Part-Time employees shall move to the next step on the wage scale based upon their years of experience as of May 5, 2023 in their current job classification, or shall receive a 3% increase whichever is greater.
  - i. Full-Time or Part-Time employees whose wage rate is above the appropriate step on the wage scale shall receive the minimum of 3%.

### **B. PER DIEM EMPLOYEES WAGE RATES**

The Per Diem wage rate for each job classification shall be set at Step 6 on the wage scale for each year of the Agreement.

Effective the first full pay period following May 5, 2021, all bargaining unit members who are in a Per Diem status shall move to Step 6 of the 2021 Wage Scale or shall receive a 3% increase, whichever is greater.

Effective the first full pay period following May 5, 2022, all bargaining unit members who are in a Per Diem status shall move to Step 6 of the 2022 Wage Scale or shall receive a 3% increase, whichever is greater.

Effective the first full pay period following May 5, 2023, all bargaining unit members who are in a Per Diem status shall move to Step 6 of the 2023 Wage Scale or shall receive a 3% increase, whichever is greater.

#### C. NEW HIRES

Newly hired Employees shall be placed onto the appropriate step of the wage scale based upon their experience in the job classification for which they are hired. The criteria utilized to established years of experience is the following:

- 1. Verifiable original licensure or certification date, if a license or certification is required for the position
- 2. Verifiable employment elsewhere in the same or similar position, as provided upon hire or additional supplemental information provided.
- 3. Utilization of skills and major responsibilities in former position that are also utilized in current position

Thereafter, new hires will receive annual increases as provided above.

### D. PROMOTIONS AND TRANSFERS

In the event an employee is promoted or transfers into a higher paid classification, they shall be placed onto the appropriate step on the wage scale based on the calculated credit referenced in this Article.

- 1. CALCULATED CREDIT FOR YEARS OF EXPERIENCE FOR PROMOTIONS AND TRANSFERS
  In the event an Employee transfers from one job classification to another job classification, credit for their previous job classification shall be calculated in the following manner for placement on the wage scale:
- a. Utilizing Appendix A Department Definitions, should an Employee move from one job classification to another job classification within their existing Department Definition grouping, such Employee shall receive 100% YOE credit for their experience in any job classification within the defined Department Definitions if the new job position utilizes similar skills and responsibilities that were utilized in the former position. If the new position does not utilize similar skills and responsibilities, such Employee shall receive 50% credit in their former job classification to determine placement on the wage scale for their new job classification. The sole exception to this rule shall be if the new job classification for which the Employee is moving to requires a license, the license date shall determine the years of experience.
- b. Utilizing Appendix A Department Definitions, should an Employee move from one job classification to another job classification outside of their existing Department Definition grouping, such Employee shall receive 50% credit for their experience in their former job classification to

determine placement on the wage scale for their new job classification. The sole exception to this rule shall be if the new job classification for which the Employee is moving to requires a license, the license date shall determine the years of experience.

- c. Based upon the above formula for calculating years of experience, the Employee shall be placed on the appropriate wage scale for the new job classification, or shall receive a 5% increase in their hourly rate, whichever is greater.
- E. CHANGE IN EMPLOYEE STATUS: The following shall occur with regard to wage rates when a voluntary change in Employee status occurs:
- 1. Full time to Per Diem Status: The Employee shall be placed on Step 6 of the wage scale for their classification, or shall receive a 5% wage increase, whichever is greater.
- 2. Per Diem to Full time or Part time status: The employee shall be placed on the appropriate rate of the wage scale based upon their calculated years of experience in the job classification.

### F. PAY RATES PRESERVED

Should an employee be placed in a lower paid job classification for a reason other than a reduction in force, bumping or the employee's choice, the employee shall be placed on the wage scale <u>in the appropriate step based on years of experience in the job classification as outlined in this Article in Section D.1 (a), (b) above.</u> However, the employee shall suffer no reduction in their <u>current</u> wage rate.

### G. RESPIRATORY THERAPIST RELIEF LEAD DIFFERENTIAL

In accordance with the existing practice, a Respiratory Therapist who is assigned by the Director or his/her designee as "lead" will continue to receive a 5% differential on his/her base rate of pay for hours worked in such lead role.

### H. LEAD POSITIONS AND COMPENSATION

Any bargaining unit member in the Laboratory who is assigned charge or lead duties by management shall receive a five percent (5%) increase in their base hourly wage rate for the shift.

In units or departments where the Employer has staffed the unit or department with only one bargaining unit member working on an evening or night shift, that person shall be designated the lead and shall receive a 5% differential in his/her base rate of pay.

### I. WEEKEND STAFFING:

Employees who work on the weekend shall receive a 5% differential. Weekend hours shall be defined as all hours worked effective Saturday at 6:00am through 7:00am on Monday. A weekend differential shall be paid if the majority of the hours worked fall in this timeframe.

#### J. PRECEPTOR DIFFERENTIAL

If an Employee is assigned to serve in the role of a preceptor, trainer or orientation lead for new hires and/or students, the Employee shall receive five percent (5%) differential for the time period for which the Employee is required to precept, as determined by the unit specific Director.

### **B. NICU/PICU RESPIRATORY THERAPIST COMPENSATION**

Respiratory Therapists who possess the competencies to work in PICU and NICU, and do work in PICU and NICU, will continue to receive the one-time 5% increase to their base hourly rate of pay, whether applied at hire or upon receipt of such competencies/assignment.

K. RECOGNITION BONUS: Full time and part time employees who have a minimum of 10 years of continuous service at the Facility shall continue to receive the following Recognition Bonus upon the anniversary of the hire date that achieves each milestone:

10 years of service: \$500 15 years of service: \$800 20 years of service: \$1,200.00

25 years or more of service: \$1,500.00

#### L. PAYDAY AND PAYCHECK

Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a bank holiday, in which case the check distribution date is Thursday (the pay date remains unchanged).

The Facility will continue its current practice regarding the direct deposit of paychecks. The Facility will comply with its obligations under state law regarding paycheck stubs.

### **M. SHIFT DIFFERENTIALS**

- a. Evening shift differential begins at 3pm through 11pm
- b. Night shift differential begin at 7pm to 7am
- c. Shift differential rates:

i. Evening shift: \$3.00

ii. Night shift: \$5.00

d. For evening shift differential, an Employee will receive the evening shift differential if the majority of the hours are worked during the time frame referenced above, as long as the shift

started at 10:30am or later. For both evening and night shift differential the appropriate shift differential shall be paid for the entire shift where the majority of the hours are scheduled.

e. For those grandfathered employees who receive a percentage shift differential. that shall continue to the point that providing the above differential would be of greater advantage to the affected Employee.

N. CERTIFICATION BONUS: For job classifications that do not require a certification to work in the position, but for which a certification process does exist, if an Employee receives a certification in that job classification the Employer shall pay a certification bonus of \$500 per year, for each year that the Employee maintains their certification.

### O. CALL BACK AND STAND-BY

### 1. Stand-By/On-Call Pay

Effective May 5, 2021: Stand by Pay: \$13.00 per hour

Effective May 5, 2022: Stand by Pay: \$14.00 per hour

Effective May 5, 2023: Stand by Pay: \$15.00 per hour

All Call Back and Stand-by pay practices for those departments and job classifications where such practices currently exist shall continue. There shall be no reduction for the life of the contract in the Stand-by hourly rate currently being paid. Hours of stand-by/on-call will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

### 2. <u>Call-Back From Standby Pay</u>

- a. An employee who is assigned to stand-by/on-call status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the department Director or his/her designee. The two (2) hour minimum guaranteed pay does not apply when the employee is assigned to stand-by status and has not left the Facility at the end of his/her regular working shift. In addition, the two (2) hour minimum guaranteed pay does not apply when the employee is called back again within the same two (2) hour period and the employee is still on the hospital campus.
- b. When called back an Employee will be required to work until released by his/her Department Director or his/her designee. An Employee will receive one and one-half (1½) times his/her base rate of pay, rather than stand-by/on-call pay, for all hours actually worked when he/she is called back to work from stand-by status.
- c. The work time of an Employee who is called in from stand-by/on-call status shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.
- d. Stand-by/on-call and call-back hours are not subject to the weekend scheduling or call-off provisions of this Agreement.

OFF WORK STATUS: Any bargaining unit member who is not working their scheduled shift, or is not in a standby/on call status, shall have no obligation to respond to phone calls, text messages or emails from the Employer. If the Employer has the need for a staff person to be on call to respond to questions or seek advice, a voluntary sign up system shall be implemented and the above on-call/stand by pay practices provided for any employee who volunteers. Such stand by status shall be no less than a 4 hour time frame.

### P. UNIFORMS

When the Employer requires an Employee to wear a uniform as a condition employment, such uniform will be paid for and maintained by the employer. The term "uniform" herein means apparel of distinctive design and/or color.

## Q. JOB CLASSIFICATION AND RECLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the employer. The employer shall timely notify the union, prior to implementing of all changes in the job description, responsibilities or assignments that do not currently exist in the employee's job or has not been a consistent and active practice for the affected employees in that particular job classification. meaningful changes to job content and responsibilities. The parties shall bargain over impact prior to implementation.

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

- a. In the event that the Hospital wishes to establish a new job classification in the bargaining unit, the Hospital and the Union will meet and negotiate over rate of pay and job duties, prior to the Hospital implementing the job. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach agreement, the Hospital may implement and the Union, within fifteen days, may submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for employee shall be paid retroactively to the start of the job or the start date of each individual employee in the new position.
- b. <u>The Hospital shall maintain and review job descriptions for all classification, which will be timely and remitted to the Union.</u>
- c. Upon request to the Human Resources Director, or designee, the Hospital shall provide the Union or employee with any existing job description and/or individual position descriptions, for covered employees. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

### S. MODIFICATION OF PRACTICES

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

### T. WORKING OUT OF JOB CLASSIFICATION

Any employee in an NUHW-represented classification who works an entire shift in a higher paid classification represented by NUHW shall receive a 5% differential for that shift. Further, if you are requested to work in a classification that is different from your current classification, even if it's the same pay rate or lower (as defined by the start rate), you will receive a five percent (5%) increase for the shift worked. Working in a classification that is different from your current classification is voluntary.

ATTACHED:

### SIDE LETTER: YEARS OF EXPERIENCE CALCULATION

Following the ratification of this Agreement: any Bargaining Unit member may ask for a review of their years of experience calculations. Such review shall be conducted jointly between the Employer, the Union and the affected member. The criteria that was utilized to established the initial review of the years of experience was generally based on the following and such criteria shall be utilized in the review. However, the Employee is free to bring additional employment or experience documentation to the review which may result in a change in the years of experience (YOE) date. The general criteria that the parties utilized in the initial review were:

- 1. Verifiable licensure or certification date, if a license or certification is required for the position
- 2. Verifiable employment elsewhere in the same or similar position
- 3. Utilization of skills and responsibilities in former position that are also utilized in current position

Reviews for Employees employed as of the ratification date of this Agreement, shall occur within 90 days following the date of the Agreement ratification. In the event, as a result of the review, the Employee is owed backpay, such backpay shall only go back to the date that the new wage rates were implemented.

# UNION PROPOSAL - YEAR 1 - EFFECTIVE 5/5/2021

Job Title	0	1 :	2	3 4	5	6	7	8	9	10	11	12	15	
COURIER	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
TRANSPORT	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
AIDE- IMAGING	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
AIDE- PHYSICAL THERAPY	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
CATH LAB SECRETARY	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
SECRETARY- UNIT	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
ASST, NURSING	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
TECH- SURGICAL PROCED	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
ASST, NURSING CERT	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19	25.95	26.73
TECH- ENDOSCOPY	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
TECH-MONITOR	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
AIDE- LAB	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
OPERATOR- PBX	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
TECH-CENTRAL SVCS	20.05	20.65	21.27	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.95	27.75	28.59	29.44
CLERK- DISTRIBUTION MAT	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
CLERK- INVENTORY CNTRL	20.05	20.65	21.27	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.95	27.75	28.59	29.44
CLERK- SHIPPING - RCVNG	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
TECH- EMERGENCY CARE	19.47	20.05	20.66	21.28	21.91	22.57	23.25	23.95	24.66	25.40	26.17	26.95	27.76	28.59
TECH- LAB	21.28	21.92	22.58	23.25	23.95	24.67	25.41	26.17	26.96	27.77	28.60	29.46	30.34	31.25
OPERATOR- PBX CHIEF	21.58	22.23	22.90	23.58	24.29	25.02	25.77	26.54	27.34	28.16	29.00	29.87	30.77	31.69
PHLEBOTOMIST	22.23	22.90	23.58	24.29	25.02	25.77	26.54	27.34	28.16	29.01	29.88	30.77	31.69	32.65
TECH- EKG	22.23	22.90	23.58	24.29	25.02	25.77	26.54	27.34	28.16	29.01	29.88	30.77	31.69	32.65
PAINTER	22.86	23.54	24.25	24.98	25.73	26.50	27.29	28.11	28.96	29.82	30.72	31.64	32.59	33.57
TECH- PHARMACY	22.99	23.68	24.39	25.12	25.88	26.65	27.45	28.27	29.12	30.00	30.90	31.82	32.78	33.76
LVN	24.08	24.80	25.55	26.31	27.10	27.91	28.75	29.61	30.50	31.42	32.36	33.33	34.33	35.36
TECH- OR	24.23	24.96	25.71	26.48	27.27	28.09	28.94	29.80	30.70	31.62	32.57	33.54	34.55	35.59
TECH- ANESTHESIA	25.58	26.34	27.13	27.95	28.78	29.65	30.54	31.45	32.40	33.37	34.37	35.40	36.46	37.56
HVAC TECH III	26.85	27.66	28.49	29.34	30.22	31.13	32.06	33.02	34.01	35.03	36.09	37.17	38.28	39.43
MAINTENANCE ENGINEER	27.28	28.10	28.94	29.81	30.70	31.62	32.57	33.55	34.56	35.59	36.66	37.76	38.89	40.06
ASST- OCC THERAPIST	28.73	29.59	30.48	31.40	32.34	33.31	34.31	35.34	36.40	37.49	38.61	39.77	40.96	42.19
ASST- PHYSICAL THERAPY	28.73	29.59	30.48	31.40	32.34	33.31	34.31	35.34	36.40	37.49	38.61	39.77	40.96	42.19
TECH-MED LAB (MLT)	29.27	30.15	31.05	31.99	32.94	33.93	34.95	36.00	37.08	38.19	39.34	40.52	41.73	42.99
ENGINEER- STATIONARY	39.85	41.05	42.28	43.55	44.85	46.20	47.59	49.01	50.48	52.00	53.56	55.17	56.82	58.53
TECH- RADIOLOGY	30.99	31.92	32.87	33.86	34.88	35.92	37.00	38.11	39.25	40.43	41.64	42.89	44.18	45.51
THERAPIST- RESP	35.45	36.52	37.61	38.74	39.90	41.10	42.33	43.60	44.91	46.26	47.65	49.08	50.55	52.06
TECH- CV-NON-INVASIVE	35.75	36.82	37.93	39.06	40.24	41.44	42.69	43.97	45.29	46.65	48.05	49.49	50.97	52.50
TECH-CV- INVASIVE	38.78	39.94	41.14	42.37	43.64	44.95	46.30	47.69	49.12	50.59	52.11	53.67	55.28	56.94
TECH- CT	40.21	41.41	42.65	43.93	45.25	46.61	48.01	49.45	50.93	52.46	54.03	55.65	57.32	59.04
TECH- MRI	40.56	41.77	43.03	44.32	45.65	47.02	48.43	49.88	51.38	52.92	54.51	56.14	57.82	59.56
TECH- SPECIAL PROCEDURE	41.25	42.49	43.76	45.07	46.43	47.82	49.25	50.73	52.25	53.82	55.44	57.10	58.81	60.58
CARDIO DUAL MODTECH	41.54	42.78	44.07	45.39	46.75	48.15	49.60	51.08	52.62	54.20	55.82	57.50	59.22	61.00
TECH- ULTRASOUND	41.82	43.08	44.37	45.70	47.07	48.48	49.94	51.44	52.98	54.57	56.21	57.89	59.63	61.42
TECH- NUCLEAR MED	45.52	46.88	48.29	49.74	51.23	52.77	54.35	55.98	57.66	59.39	61.17	63.01	64.90	66.84
THERAPIST - RESP NICU/PEDS	37.23	38.34	39.49	40.68	41.90	43.15	44.45	45.78	47.16	48.57	50.03	51.53	53.07	54.67
CARDIO DUAL MODTECH II	43.61	44.92	46.27	47.66	49.09	50.56	52.08	53.64	55.25	56.90	58.61	60.37	62.18	64.05
SPECIAL PROCEDURES INTERVENTIONAL TECHNOLOGIST	41.25	42.49	43.76	45.07	46.43	47.82	49.25	50.73	52.25	53.82	55.44	57.10	58.81	60.58
SPECIAL PROCEDURE CARDIAC CATH LAB TECHNOLOGIST														
CT TECH LEAD	41.25 42.22	42.49 43.48	43.76 44.79	45.07 46.13	46.43 47.51	47.82 48.94	49.25 50.41	50.73 51.92	52.25 53.48	53.82 55.08	55.44 56.73	57.10 58.44	58.81 60.19	60.58 61.99

# UNION PROPOSAL - YEAR 2 - EFFECTIVE 5/5/2022

Job Title	0	1  :	2	3 4		6 6	7	8	9		10  11	1	2   15	
COURIER	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
TRANSPORT	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
AIDE- IMAGING	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
AIDE- PHYSICAL THERAPY	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
CATH LAB SECRETARY	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
SECRETARY- UNIT	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
ASST, NURSING	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
TECH- SURGICAL PROCED	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
ASST, NURSING CERT	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64
TECH- ENDOSCOPY	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
TECH-MONITOR	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
AIDE- LAB	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
OPERATOR- PBX	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
TECH-CENTRAL SVCS	21.45	22.10	22.76	23.44	24.15	24.87	25.62	26.39	27.18	27.99	28.83	29.70	30.59	31.51
CLERK- DISTRIBUTION MAT	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
CLERK- INVENTORY CNTRL	21.45	22.10	22.76	23.44	24.15	24.87	25.62	26.39	27.18	27.99	28.83	29.70	30.59	31.51
CLERK- SHIPPING - RCVNG	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
TECH- EMERGENCY CARE	20.87	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64
TECH- LAB	22.77	23.45	24.16	24.88	25.63	26.40	27.19	28.00	28.84	29.71	30.60	31.52	32.46	33.44
OPERATOR- PBX CHIEF	23.09	23.79	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.03	31.97	32.92	33.91
PHLEBOTOMIST	23.79	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.04	31.97	32.93	33.91	34.93
TECH- EKG	23.79	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.04	31.97	32.93	33.91	34.93
PAINTER	24.46	25.19	25.95	26.73	27.53	28.35	29.20	30.08	30.98	31.91	32.87	33.86	34.87	35.92
TECH- PHARMACY	24.60	25.34	26.10	26.88	27.69	28.52	29.37	30.25	31.16	32.10	33.06	34.05	35.07	36.12
LVN	25.76	26.54	27.33	28.15	29.00	29.87	30.76	31.69	32.64	33.62	34.63	35.66	36.73	37.84
TECH- OR	25.93	26.71	27.51	28.33	29.18	30.06	30.96	31.89	32.85	33.83	34.85	35.89	36.97	38.08
TECH- ANESTHESIA	27.37	28.19	29.03	29.90	30.80	31.72	32.68	33.66	34.67	35.71	36.78	37.88	39.02	40.19
HVAC TECH III	28.73	29.59	30.48	31.39	32.34	33.31	34.31	35.33	36.40	37.49	38.61	39.77	40.96	42.19
MAINTENANCE ENGINEER	29.19	30.07	30.97	31.90	32.85	33.84	34.85	35.90	36.98	38.09	39.23	40.41	41.62	42.87
ASST- OCC THERAPIST	30.74	31.67	32.62	33.59	34.60	35.64	36.71	37.81	38.94	40.11	41.32	42.56	43.83	45.15
ASST- PHYSICAL THERAPY	30.74	31.67	32.62	33.59	34.60	35.64	36.71	37.81	38.94	40.11	41.32	42.56	43.83	45.15
TECH-MED LAB (MLT)	31.32	32.26	33.23	34.22	35.25	36.31	37.40	38.52	39.68	40.87	42.09	43.35	44.65	45.99
ENGINEER- STATIONARY	42.64	43.92	45.24	46.60	47.99	49.43	50.92	52.45	54.02	55.64	57.31	59.03	60.80	62.62
TECH- RADIOLOGY	33.16	34.15	35.18	36.23	37.32	38.44	39.59	40.78	42.00	43.26	44.56	45.90	47.27	48.69
THERAPIST- RESP	37.93	39.07	40.24	41.45	42.70	43.98	45.30	46.65	48.05	49.50	50.98	52.51	54.09	55.71
TECH- CV-NON-INVASIVE	38.25	39.40	40.58	41.80	43.05	44.35	45.68	47.05	48.46	49.91	51.41	52.95	54.54	56.18
TECH-CV- INVASIVE	41.49	42.73	44.02	45.34	46.70	48.10	49.54	51.03	52.56	54.13	55.76	57.43	59.15	60.93
TECH- CT	43.02	44.31	45.64	47.01	48.42	49.87	51.37	52.91	54.50	56.13	57.81	59.55	61.34	63.18
TECH- MRI	43.40	44.70	46.04	47.42	48.84	50.31	51.82	53.37	54.97	56.62	58.32	60.07	61.87	63.73
TECH- SPECIAL PROCEDURE	44.14	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82
CARDIO DUAL MODTECH	44.44	45.78	47.15	48.56	50.02	51.52	53.07	54.66	56.30	57.99	59.73	61.52	63.37	65.27
TECH- ULTRASOUND	44.75	46.09	47.47	48.90	50.37	51.88	53.43	55.04	56.69	58.39	60.14	61.94	63.80	65.72
TECH- NUCLEAR MED	48.70	50.17	51.67	53.22	54.82	56.46	58.16	59.90	61.70	63.55	65.45	67.42	69.44	71.52
THERAPIST - RESP NICU/PEDS	39.83	41.03	42.26	43.52	44.83	46.18	47.56	48.99	50.46	51.97	53.53	55.14	56.79	58.49
CARDIO DUAL MODTECH II	46.67	48.07	49.51	50.99	52.52	54.10	55.72	57.39	59.11	60.89	62.71	64.60	66.53	68.53
SPECIAL PROCEDURES INTERVENTIONAL TECHNOLOGIST	44.14	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82
SPECIAL PROCEDURE CARDIAC CATH LAB TECHNOLOGIST	44.14	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82
CT TECH LEAD	45.17	46.53	47.92	49.36	50.84	52.36	53.94	55.55	57.22	58.94	60.71	62.53	64.40	66.33
CI ILGIILLING	75.17	40.55	77.32	75.50	30.04	32.30	33.34	33.33	31.22	30.34	00.71	02.55	07.70	00.33

# UNION PROPOSAL - YEAR 3 - EFFECTIVE 5/5/2023

Job Title	0	1  :	2	3 4	5	6	7	8	9	1	.0  11	12	15	
COURIER	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
TRANSPORT	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
AIDE- IMAGING	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
AIDE- PHYSICAL THERAPY	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
CATH LAB SECRETARY	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
SECRETARY- UNIT	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
ASST, NURSING	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
TECH- SURGICAL PROCED	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
ASST, NURSING CERT	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80	28.64	29.50
TECH- ENDOSCOPY	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
TECH-MONITOR	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
AIDE- LAB	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
OPERATOR- PBX	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
TECH-CENTRAL SVCS	22.10	22.76	23.44	24.15	24.87	25.62	26.39	27.18	27.99	28.83	29.70	30.59	31.51	32.45
CLERK- DISTRIBUTION MAT	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
CLERK- INVENTORY CNTRL	22.10	22.76	23.44	24.15	24.87	25.62	26.39	27.18	27.99	28.83	29.70	30.59	31.51	32.45
CLERK- SHIPPING - RCVNG	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
TECH- EMERGENCY CARE	21.49	22.14	22.80	23.48	24.19	24.91	25.66	26.43	27.22	28.04	28.88	29.75	30.64	31.56
TECH- LAB	23.45	24.16	24.88	25.63	26.40	27.19	28.00	28.84	29.71	30.60	31.52	32.46	33.44	34.44
OPERATOR- PBX CHIEF	23.79	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.03	31.97	32.92	33.91	34.93
PHLEBOTOMIST	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.04	31.97	32.93	33.91	34.93	35.98
TECH- EKG	24.50	25.23	25.99	26.77	27.57	28.40	29.25	30.13	31.04	31.97	32.93	33.91	34.93	35.98
PAINTER	25.19	25.95	26.73	27.53	28.35	29.20	30.08	30.98	31.91	32.87	33.86	34.87	35.92	37.00
TECH- PHARMACY	25.34	26.10	26.88	27.69	28.52	29.37	30.25	31.16	32.10	33.06	34.05	35.07	36.12	37.21
LVN	26.54	27.33	28.15	29.00	29.87	30.76	31.69	32.64	33.62	34.63	35.66	36.73	37.84	38.97
TECH- OR	26.71	27.51	28.33	29.18	30.06	30.96	31.89	32.85	33.83	34.85	35.89	36.97	38.08	39.22
TECH- ANESTHESIA	28.19	29.03	29.90	30.80	31.72	32.68	33.66	34.67	35.71	36.78	37.88	39.02	40.19	41.39
HVAC TECH III	29.59	30.48	31.39	32.34	33.31	34.31	35.33	36.40	37.49	38.61	39.77	40.96	42.19	43.46
MAINTENANCE ENGINEER	30.07	30.97	31.90	32.85	33.84	34.85	35.90	36.98	38.09	39.23	40.41	41.62	42.87	44.15
ASST- OCC THERAPIST	31.67	32.62	33.59	34.60	35.64	36.71	37.81	38.94	40.11	41.32	42.56	43.83	45.15	46.50
ASST- PHYSICAL THERAPY	31.67	32.62	33.59	34.60	35.64	36.71	37.81	38.94	40.11	41.32	42.56	43.83	45.15	46.50
TECH-MED LAB (MLT)	32.26	33.23	34.22	35.25	36.31	37.40	38.52	39.68	40.87	42.09	43.35	44.65	45.99	47.37
ENGINEER- STATIONARY	43.92	45.24	46.60	47.99	49.43	50.92	52.45	54.02	55.64	57.31	59.03	60.80	62.62	64.50
TECH- RADIOLOGY	34.15	35.18	36.23	37.32	38.44	39.59	40.78	42.00	43.26	44.56	45.90	47.27	48.69	50.15
THERAPIST- RESP	39.07	40.24	41.45	42.70	43.98	45.30	46.65	48.05	49.50	50.98	52.51	54.09	55.71	57.38
TECH- CV-NON-INVASIVE	39.40	40.58	41.80	43.05	44.35	45.68	47.05	48.46	49.91	51.41	52.95	54.54	56.18	57.86
TECH-CV- INVASIVE	42.73	44.02	45.34	46.70	48.10	49.54	51.03	52.56	54.13	55.76	57.43	59.15	60.93	62.76
TECH- CT	44.31	45.64	47.01	48.42	49.87	51.37	52.91	54.50	56.13	57.81	59.55	61.34	63.18	65.07
TECH- MRI	44.70	46.04	47.42	48.84	50.31	51.82	53.37	54.97	56.62	58.32	60.07	61.87	63.73	65.64
TECH- SPECIAL PROCEDURE	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82	66.76
CARDIO DUAL MODTECH	45.78	47.15	48.56	50.02	51.52	53.07	54.66	56.30	57.99	59.73	61.52	63.37	65.27	67.22
TECH- ULTRASOUND	46.09	47.47	48.90	50.37	51.88	53.43	55.04	56.69	58.39	60.14	61.94	63.80	65.72	67.69
TECH- NUCLEAR MED	50.17	51.67	53.22	54.82	56.46	58.16	59.90	61.70	63.55	65.45	67.42	69.44	71.52	73.67
THERAPIST - RESP NICU/PEDS	41.03	42.26	43.52	44.83	46.18	47.56	48.99	50.46	51.97	53.53	55.14	56.79	58.49	60.25
CARDIO DUAL MODTECH II	48.07	49.51	50.99	52.52	54.10	55.72	57.39	59.11	60.89	62.71	64.60	66.53	68.53	70.59
SPECIAL PROCEDURES INTERVENTIONAL TECHNOLOGIST	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82	66.76
SPECIAL PROCEDURE CARDIAC CATH LAB TECHNOLOGIST	45.46	46.83	48.23	49.68	51.17	52.70	54.28	55.91	57.59	59.32	61.10	62.93	64.82	66.76
CT TECH LEAD	46.53	47.92	49.36	50.84	52.36	53.94	55.55	57.22	58.94	60.71	62.53	64.40	66.33	68.32

# Union Proposal 3.30.2021

### **ARTICLE 15 – BENEFITS**

### A. BENEFITS

- 1. Full-time and Part-time 1 employees shall be eligible to participate in Tenet's paid time off plan (PTO) and standard Tenet benefit plans, except as provided in this Agreement. Tenet shall continue to offer the following **core** benefit plans during the term of this Agreement: PTO, medical plan (**EPO**, PPO, HSP and HRP) including a prescription drug plans, dental plan, vision plan, short-term and long-term disability plans, life and accidental death and dismemberment insurance, long-term care insurance, and 401(k) Plan. Should Tenet change employee benefits for other represented or non-represented employees during the life of this Agreement, bargaining unit employees are not included except to the extent provided in this Agreement.
- 2. Commencing plan year 2022, the EPO plan shall be offered to all full time and part time Employees at all levels of coverage, and shall not require a monthly premium contribution by the Employee. The 2021 plan co-pays, deductibles, and annual out-of-pocket maximum shall not increase during the term of this Agreement.
  - 3. Full time and Part Time Employee only coverage: Effective plan year 2022: For each medical plan option offered (EPO, PPO, HSP and HRP), the Employer shall fully subsidize at employee only level coverage, with the exception of reference to 2. above, EPO plan. Eligible employees may choose the plan of their choice.
- 3. Commencing plan year 2018 employees will be offered an additional health plan, the Preferred Provider Plan (PPO). This plan will be offered on the same terms and conditions as it is offered in plan year 2018 other represented FVRMC employees. This plan will be considered and selected at the employee's option.
  - 4. The Employer will continue to provide at no cost to the Employee access to urgent care at MedPost Urgent Care Clinics in California.
  - 5. Should a Full Time employee choose not to enroll in one of the medical plan options, and upon proof of insurance coverage provided elsewhere, such Employee will be provided a \$35 per pay period waiver stipend.

### B. MAINTENANCE OF BENEFITS

1. For the term of this Agreement, the Employer shall not reduce any of the benefits granted to employees by this contract. The employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or copayments; however, where in Tenet's sole discretion, it is deemed necessary to change vendors a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union.

2. For the duration of this Agreement, in Plan Years 2021, 2022, 2023, 2024 the Employer will subsidize the health plan premiums for all covered Employees and dependents at the current percentage levels that are in place as designated for plan year 2021. for other represented FVRMC employees. In the event increased payroll contributions are required, under no circumstances will any Employee required payroll contribution increase by a cost of greater than ten percent (10%) in any plan year. In no event will the employee portion cost of the premiums for said plans, exceed that offered to other represented FVRMC employees.

# 3. With the exception of:

- a. the Employer funding into the Health Savings Account (HSA) may be modified at the Employer's discretion for Plan Years 2021, 2022, 2023, 2024; and
- b. the HSP which will be offered in accordance with the same plan terms and conditions related to the rollover account as offered to non-represented employees in Plan Years 2021, 2022, 2023, 2024.
- 4. In plan year 2017, employee premium contributions will remain as currently in place. In plan year 2018 employee premium contributions will be the same as other represented FVRMC employees.
- C. If the benefit plan cost for plan year 2020 reaches the excise tax level as defined under the Affordable Care Act and Section 4908I(a) of the Internal Revenue Code, the Hospital shall bargain with the Union during benefit plan year 2019 to adjust the plan design by the minimum amount required to avoid the excise tax. Should the parties be unable to come to agreement prior to employee enrollment for Plan Year 2020, the employer may adjust the plan design to avoid the excise tax. Such change will be communicated to the Union at least thirty (30) days in advance.

### C. EXTENDED ILLNESS BANK (RESERVE SICK LEAVE)

Bargaining unit employees at FVRMC who currently have a grandfathered Extended Illness Bank (EIB), (formerly called "Reserve Sick Leave") will continue to retain the EIB account and may continue to be eligible to use those hours in the EIB account in accordance with the plan.

The EIB accrued hours are not redeemable and are not vested. When used, EIB accrued hours are paid at the EIB Eligible Employee's current hourly base rate.

Employees transferring into the bargaining unit with a prior Tenet EIB accrual balance will retain their individual EIB account.

EIB Eligible Employee who has been absent for one (1) week of consecutively scheduled hours and is ill or disabled may utilized their EIB account for any continued absence due to illness or disability. This one week waiting period will be waived and the Employee shall be permitted to utilize EIB back to the first day of illness, where the Employee is admitted to a hospital or undergoes a qualifying outpatient surgical procedure.

If after one week of absence, the EIB Eligible Employee's condition is such that he/she is released to work on a reduced schedule, EIB hours may be used to make up missed hours due to the EIB Eligible Employee's own illness or disability.

Employees who are ill or require quarantine and have utilized California or Federal authorized paid sick leave, may at their option, immediately utilize their EIB and the one week waiting period will be waived.

### D. PER DIEM SICK LEAVE

As implemented in 2015, eligible per diem Employees shall receive California Paid Sick Time (CPST) benefits, consistent with the requirements of the Division of Labor Standards Enforcement – Office of Labor Commissioner Healthy Workplaces/Healthy Families Act of 2015.

E. KIN CARE: In accordance with the California Kin Care Law on an annual basis, eligible employees are entitled to use the amount of PTO they accrue in six months to have income reimbursement when absent from work associated with the care of a child, parent, spouse, registered domestic partner, or the child of a registered domestic partner.

# **E. 401 (K) PLAN**

The Employer contributions to a contributing employee's 401(k) plan shall be made on a monthly basis into the Employee's account.

# **Union Proposal 2.9.2021**

### PANDEMIC COMMUNITY HEALTH AND SAFETY ACTIONS

In order to provide the highest level of care for patients and the utmost safety for and well-being of health care workers, their families and the communities we serve during the COVID-19 pandemic, the Employer agrees to the following:

On-going education and training of managers and their employees are essential to make certain that the awareness of failure to follow protocols for the prevention of the spread of the virus is constantly reinforced in the workplace. It is essential that the Employer make employees partners in addressing issues that arise in the workplace related to the prevention of contagion by seeking their input prior to making decisions regarding appropriate staffing, PPE, infection control protocols, surge planning etc.

### **Labor/Management Committee**

- a. <u>Composition and Responsibilities of the Committee.</u> A mutually agreed upon number of Union representatives, selected by the Union, and management representatives will comprise a committee that will review on an on-going basis the progress of the implementation of the provisions of this Article, meeting minimally for two (2) hours on an every-otherweek basis. The committee will meet on paid released time and will also consider/oversee any additional procedures or protocols necessary for the safety of patients and employees. Meetings may occur more frequently as needed.
- b. <u>Safe Staffing.</u> An essential component of insuring the safety of patients/clients and workers is appropriate staffing that aligns with the provisions set forth in this Article. The Committee will raise concerns regarding levels of staffing and make recommendations to rectify those concerns that may prevent the Employer from complying with the contractual obligations of this Article.

# **Worker and Patient/Client Safety**

# a. Use of Masks

To ensure a workplace environment where quality care and safety for patients and employees exist the Employer will require that, at a minimum, all employees of the Employer wear masks, adhere to social distancing and undergo screening prior to admittance to the facility.

# b. Testing

i. <u>All patients are PUIs Pending Test Results</u> Until the test results for each newly admitted/treated patient is available, the Employer shall treat such patients as "Persons Under Investigation" (PUIs)

- and shall provide employees who interact with these patients/clients with the same PPE and safety precautions as employees who treat known COVID-19-positive patients/clients.
- ii. <u>Surveillance Testing Protocol</u> The Employer shall implement a baseline testing of all bargaining unit members and following such initial baseline testing, shall implement a surveillance testing protocol that shall require twenty five percent (25%) percent of all employees are tested every seven (7) days including employees from multiple shifts and work locations. In addition, the Employer will provide at its expense access to rapid, point of care testing on demand.
- iii. <u>Timely Testing.</u> To ensure that COVID testing is timely, the Employer will make agreements with laboratories or the facility to process the tests. The tests used should be able to detect SARS-CoV-2. Periodically, test results both positive and negative will be reported to the Health Department.

<u>Personal Protective Equipment (PPE).</u> The Employer will provide Personal Protective Equipment (PPE) for all modes of SARS-CoV-2 transmission (contact, indirect contact, droplet and aerosol/airborne transmission) and the appropriate training for the most effective use of PPE.

- a. <u>Employees Affected.</u> Employees who are occupationally exposed include those employees who have direct or indirect contact with suspected or confirmed COVID-19 patients (i.e. cleaning patient rooms or contact with surfaces, medical equipment, and other objects used by patients or their caregivers, delivery of nutrition services to patients).
- b. PPE for Occupationally Exposed Employees. The Employer will provide employees who are occupationally exposed to suspected or confirmed COVID-19 patients with fluid resistant isolation gown or coveralls, eye protection (goggles or a face shield which seals against the forehead/crown area and covers the front and sides of the face), and gloves, as well as respiratory protection in the form of a NIOSH certified N95 respirator or other NIOSH certified respirator with equivalent or higher protection (elastomeric half-mask, full-facepiece respirator, or powered air-purifying respirators).
- c. <u>Discarding of PPE</u>. All single-use PPE including disposable N95s must be discarded after each patient care session and replaced with new PPE.

# **Cohorts and Accepted Standards of Ventilation.**

The Employer will create separate patient care units specifically for the care of COVID-19 patients/clients. Furthermore, the Employer will ensure that there are accepted standards of ventilation in work and patient care areas to prevent the spread of the virus. The Employer shall place patients/clients into three separate cohorts:

- 1. Confirmed positive COVID-19 patients/clients
- 2. PUIs
- 3. Confirmed negative COVID-19 patients/clients

# **Employer Support for Employees.**

The longer-term consequences and immediate impact of the pandemic vary from employee to employee in his/her personal and work life and require extraordinary support from the Employer.

## a. Health Needs of Employees.

The Employer, at its expense, will exercise every effort in accommodating the health needs of workers through availability of mental health programs, and, in cases of prevention of possible exposure to family members with whom the employee lives, temporary housing.

# b. Economic Support and Additional Paid Time Off of Fourteen (14) Days.

Employer support for workers includes an additional paid time off benefit of fourteen (14) days if the employee is quarantined or to provide care for members of the employee's family who have been exposed to or contracted COVID-19. This additional PTO benefit shall be made available to employees in these circumstances without requiring that they exhaust already-accrued PTO.

### c. **COVID-19 Hazard Differential**

In recognition of the extraordinary nature of the pandemic and the demands it has placed on all employees, the Employer will provide all bargaining unit members a ten dollar (\$10) per hour hazard differential during the pandemic. A pandemic shall be defined as the state of California mandates.

### **Pandemic Preparedness**

Should a future public health emergency, an epidemic or pandemic of some sort, arise, then the provisions of this Article shall be considered by the parties as a basic framework or blueprint to attend to future health care epidemics that may occur.