



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Good Samaritan Hospital, L.P. d/b/a
Good Samaritan Hospital**

May 20, 2021 – May 19, 2024

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AGREEMENT

This Agreement is made and entered into by and between Good Samaritan Hospital, L.P. (hereinafter referred to as the “Hospital” or “Employer”) and National Union of Healthcare Workers (NUHW) (hereinafter referred to as the “Union”).

ARTICLE 1 – BARGAINING UNIT WORK

- Section 1.** The Hospital shall not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit as established in the Recognition Article of the Agreement.
- Section 2.** The Hospital shall provide the Union with a copy of any bargaining unit position job description the Hospital creates, establishes, adopts, changes, or rescinds.
- Section 3.** Nothing in this Article will prohibit non-bargaining unit employees, including supervisors, from performing bargaining unit work; provided, however, the Hospital shall not create supervisory positions for the purpose of indefinitely reducing or limiting the hours of work available for bargaining unit employees.

ARTICLE 2 – BENEFITS

Section 1. Eligibility

For purposes of group insurance participation purposes only Employees working a regular schedule of at least sixty-four (64) hours per bi-weekly pay period will be considered “Regular Full-Time Employees” and part-time Employees working a regular schedule of at least thirty-two (32), but less than sixty-four (64), hours per bi-weekly pay period will be considered “Regular Part-Time Employees.”

Section 2. Qualifying Period for Benefits

The qualifying period for benefits in this Article, unless otherwise specified herein or in relevant plan documents, shall be ninety (90) days.

Section 3. Health, Dental, and Vision Insurances

Regular Full-Time Employees and Regular Part-Time Employees (as defined in Section 1 of this Article), and their spouse and other dependents will be eligible to participate in the Hospital’s Health, Dental, and Vision insurance programs as provided below following completion of thirty (30) days of service.

- A. Health Insurance.** The Hospital will offer participation in an HMO Plan (currently with Aetna), and HCA PPO Plans (currently with a \$250 Deductible and a \$850 Deductible) on the same basis as offered to non-represented employees. The cost for coverage for a Regular Full-Time Employee or a Regular Part-Time Employee shall be identical to the cost charged to a non-

represented employees who has the same status and who has the same consecutive years of service.

- B. Dental Insurance.** The Hospital will offer the Delta Dental Premier Plan, the MetLife Preferred Dentist Program (PDP), and the Cigna Dental Maintenance Plan (DMO) (or an equivalent plan) to each Regular Full-Time Employee and each Regular Part-Time Employee (as defined in Section 1 of this Article) on the same basis as offered to non-represented employees.

The cost for coverage for a Regular Full-Time Employee or a Regular Part-Time Employee shall be identical to the cost charged to a non-represented employees who has the same status and who has the same consecutive years of service.

- C. Vision Insurance.** The Hospitals will provide the existing Vision Service Plan (VSP) (or equivalent plan) through the term of this Agreement on the same basis as provided to non-represented employees.

The cost for coverage for a Regular Full-Time Employee or a Regular Part-Time Employee shall be identical to the cost charged to a non-represented employees who has the same status and who has the same consecutive years of service.

The Hospital may, in its discretion, offer any other vision plans. If such plans are offered, there shall be no duty to bargain over any aspect of the plans, including plan administration, changes in such plans, or elimination of such plans.

Section 4. Long Term Disability Plan

The Hospitals shall continue to make the HCA Long Term Disability Plan available for purchase through payroll deduction by eligible Regular Full-Time Employees (as defined in Section 1 of this Article) on the same basis as the Plan is offered to non-represented employees, according to the terms of the Plan.

Section 5. Life Insurance

The Hospitals shall provide eligible Regular Full-Time Employees and Regular Part-Time Employees (as defined in Section 1 of this Article) with life insurance coverage and Accidental Death and Dismemberment (AD&D) insurance coverage in an amount equal to the Employee's basic annual earnings, rounded to the next higher \$1,000.00 (not to exceed \$15,000 for Regular Part-Time Employees). Such coverage shall be provided under the HCA Life and AD&D plan on the same basis as is offered to non-represented employees.

Section 6. CorePlus Benefits, HCA Employee Health Assistance Fund, and HCA 401(K) Plan

The Hospital shall continue to offer participation in the CorePlus Benefits, and in the HCA Employee Health Assistance Fund, and the HCA 401(k) Plan to Regular Full-Time Employees and Regular Part-Time Employees (as defined in Section 1 of this Article) on the same basis as participation is offered to non-represented employees.

Section 7. Medical and Vision and Day Care Spending Accounts

Regular Full-Time Employees (as defined in Section 1 of this Article) will be eligible to participate in the HCA Medical and Vision and Day Care Spending Accounts and Regular Part-Time Employees (as defined in Section 1 of this Article) will be eligible to participate in the HCA Day Care Spending Account Program on the same basis as is offered to non-represented employees.

Section 8. Waiver of Bargaining

The parties understand that, given the national nature of these plans and benefits, the Hospital has no duty to bargain with the Union over any aspect of any of the plans and benefits provided to Employees, including plan administration, changes in the plans, or elimination of the plans. Accordingly, the Union waives any right to request information concerning these plans benefits (except for such information as is made available to participants) and waives any right to bargain over to these plans and benefits, including but not limited to their terms, conditions, and eligibility requirements and/or any changes to the terms, conditions, and eligibility requirements, and agrees that no issues relating to the plans and benefits, including but not limited to their terms, conditions, and eligibility requirements and/or any changes to the terms, conditions, and eligibility requirements, shall be subject to the grievance and arbitration procedures of this Agreement. Without limiting the foregoing, the parties expressly agree the Hospital shall not be under any obligation pursuant to Section 8(d) of the National Labor Relations Act with regard to any changes it makes to the benefits provided pursuant to this section. The Hospital will, however, notify the Union of such changes and, if requested, discuss them.

ARTICLE 3 – BEREAVEMENT LEAVE

Section 1. A leave with pay at the employee’s base hourly rate of pay with no premium pay or other differential, for three (3) shifts (not to exceed twenty-four (24) hours), during the 30 days from the date of death shall be granted to a regular full-time non-probationary employee in the event of death to a member of the immediate family (defined as the employee’s parents, siblings, current spouse, current domestic partner, children, step-children, grandparents, and grandchildren). A leave with pay at the employee’s base hourly rate of pay with no premium pay or other differential during the 30 days from the date of death shall be granted to a regular part-time non-probationary employee in the event of death to a member of the immediate

family (as defined above). The number of hours of leave with pay for a regular part-time non-probationary employee shall be the amount of leave available to full-time employees prorated based on the part-time employee's FTE status. For good cause shown, up to three (3) additional days may be granted by the Hospital to employees eligible for bereavement leave, for which the employee must use any accrued PTO.

Section 2. An employee who is on paid leave of absence or scheduled PTO may substitute bereavement pay to which the employee would otherwise be eligible pursuant to Section 1 of this Article. Employees on an unpaid leave of absence are not eligible for bereavement pay.

Section 3. The Hospital may require reasonable proof of death and relationship of the employee to the decedent in order for the employee to qualify for bereavement leave.

ARTICLE 4 – BULLETIN BOARDS

Section 1. Bulletin Board Use and Location

The Hospital will provide the Union with one bulletin board for its use pursuant to the provisions of this Article. The bulletin board shall be located in the employee breakroom. The Union will not post, directly or indirectly, any Union-related documents or notices at any other location within any facility utilized by the Hospital.

Section 2. Posting of Union Material

Each Union posting shall be signed and dated by the Union Representative posting the material and a copy of each posting shall be delivered to the office of the Vice President of Human Resources without unreasonable delay upon being posted. No materials will be posted that contain controversial material, such as material that is critical of the Hospital, any Hospital employee, or of any policy relating to patient care or the delivery of patient care at the Hospital. The Hospital will not remove a Union posting from the bulletin board provided to the Union, unless a notification has been given to the Union, in writing, of a violation of this Article. Repeated violations of this policy by Union Representatives shall be grounds for revocation of the posting rights granted by this Article.

ARTICLE 5 – CALL OFF PROCEDURE

Section 1. The term "Call Off" includes the Hospital's right to direct employees to report later than their scheduled start times, direct employees to leave work prior to the scheduled ends of their shifts, and cancel scheduled shifts. While the Hospital will make reasonable efforts to avoid doing so, it may direct a Call Off of an employee or employees based on its assessment of its business needs. Disputes arising under

this Section 1 (including those relating to the need for any Call Off and/or whether the Hospital has made reasonable efforts to avoid a Call Off) are not subject to the Grievance and Arbitration procedure of this Agreement.

Section 2. Call Off Mechanics

When the Hospital makes a determination it is necessary to Call Off a full-time or part-time employee, the Call Off shall apply to the full-time or part-time employee in the classification affected working on the unit and shift on which the Call Off is to occur on a rotating basis (with the rotation beginning with the least senior employee), so long as the remaining employees are fully competent to care for the Hospital's actual or anticipated patients or perform the services needed. Prior to calling off a full-time or part-time employee, the Hospital shall call off per diem employees in the classification affected working on the unit and shift on which the Call Off is to occur, so long as the remaining employees are fully competent to care for the Hospital's actual or anticipated patients or perform the services needed. Prior to calling off any employee, the Hospital may elect to seek volunteers from full-time, part-time, and/or per diem employees.

Section 3. Use of Unpaid Time or PTO for Call Off

A full-time or part-time employee who is called off may use voluntary unpaid leave or Paid Time Off at the employee's discretion.

ARTICLE 6 – COMPLETE AGREEMENT

Section 1. It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and to the Hospital pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to wages, hours and conditions of employment and that the understanding and agreements arrived at by the parties during the course of said negotiations are fully set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

Section 2. The Union, the employees and the Hospital agree that during the term of the Agreement, the parties shall be covered exclusively by and limited to the terms and provisions of this Agreement and that neither the Hospital nor the Union shall be obligated to negotiate with respect to any matter pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement. Provided, in the event the Hospital establishes a new job classification within the bargaining unit, the Hospital will advise the Union of the proposed wage rate for the position at least two weeks prior to implementing said wage rate and will bargain with the Union upon request over such wage rate. If the parties are unable to reach agreement on the wage rate for such new job

classification within two (2) weeks of the notification to the Union, the Hospital may implement said wage rate.

Section 3. This Agreement shall not be varied or amended by oral agreement or by custom or practice. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and the Union. The failure of either party to exercise any right under the Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or to thereafter insist upon strict compliance.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

Section 1. The Hospital may suspend, discharge or otherwise discipline an employee for just cause. The Hospital in its discretion may utilize progressive discipline, including written warnings, final written warnings and suspensions.

Section 2. Any written warning, suspension or other discipline of a non-probationary Employee will be subject to the grievance and arbitration provisions of this Agreement. Coaching sessions, documented or otherwise, are not considered discipline and therefore are not grievable. An employee may submit a written response to a documented coaching. Any Employee who receives a written warning, suspension or other grievable discipline shall be given a copy of the discipline and shall sign acknowledging receipt. If a grievance is filed challenging a discipline or discharge, the arbitrator shall have no authority to modify or alter the discipline or penalty imposed by the Hospital unless it is established by a preponderance of evidence that there was not just cause for the discipline. In no event may the arbitrator simply substitute his/her judgment for that of the Hospital.

Section 3. Disciplinary actions may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months from the date of discipline. However, final written warnings and unpaid suspensions may be used as the basis for further discipline for a period of two (2) years in the event of a recurrence of conduct reasonably similar to that for which the final written warning was issued. Further, prior incidents of sexual harassment or harassment forbidden by law, which do not lead to termination, may be considered in connection with determining discipline for any subsequent similar conduct without limitation. Coaching sessions, documented or otherwise, and disciplinary actions that are “expired” as described above may be used to establish an Employee’s knowledge of rules, policies, or expectations.

ARTICLE 8 – EDUCATION AND TRAINING

Section 1. Education Leave

Full-time employees with at least twelve (12) months of continuous service who seek to enroll as full-time students in a course of study that would otherwise conflict with their normal work schedule may apply for education leave with a maximum duration of six (6) months. An employee shall apply for education leave at least forty-five (45) days in advance. The Hospital may request the employee to provide information about the requested educational leave, such as the dates of the leave requested, the course of study, the educational institution from which the study will take place, and registration confirmation. The Hospital shall respond promptly, taking into consideration patient care needs and the absence from work of other employees due to vacation or leave of absence. Reinstatement upon completion of educational leave is not guaranteed.

Section 2. In-Service Training

When formal in-service training is offered or required for a given job classification, the Hospitals will use its best efforts to make the education sessions available to employees on all shifts, except where the number of employees on a given shift does not justify a separate training session or where the nature of the training is such that it is necessary or desirable for all employees to attend the training at the same time. When formal in-service education programs provided by the Hospitals qualify for accreditation by the State for purposes of continuing education for re-licensure or recertification, the Hospitals will seek such accreditation and pay the State fees for accreditation of the course.

Section 3. Tuition Reimbursement

- A. Employee Eligibility.** To qualify for tuition reimbursement, an employee must have been employed as a full-time or part-time employee for at least six (6) consecutive calendar months, and remain so employed through the date of reimbursement.
- B. Course/Program Eligibility.** In order to qualify for assistance, the course(s) must:
- i. Improve the employee's skills in his/her present position or directly relate to the employee's job;
 - ii. Be needed to help qualify the employee for another position in the Hospital to which the employee may reasonably aspire.
- C.** Tuition reimbursement does not reimburse for courses, workshops, or seminars that are required for maintenance of licensure. Courses must be taken at accredited colleges, universities, and adult vocational institutions or through accredited home study/correspondence courses. Course-related expenses that may be eligible for reimbursement are registration, tuition, books, and lab fees.

Parking fees, travel, lodging, lab coats, uniforms and other clothing/materials/equipment are not eligible for reimbursement.

D. Reimbursement Maximum. Individual annual reimbursement under this program is limited to \$2,000.00, prorated for part-time employees.

E. Approval Process

- i. The employee must obtain an Application for Reimbursement from Human Resources. He or she must submit the completed form to his or her manager (or designee) in sufficient time for the manager to review the application and approve the request (if eligibility criteria are met) at least thirty (30) days prior to the start date of the course. Applications submitted less than forty-five (45) days prior to the start date of the course may be denied as untimely.
- ii. The employee must include on the application a brief explanation of how the course will improve job skills or help the employee qualify for another position within the Hospital.
- iii. The employee must attach pertinent information to the application, such as a copy of the course brochure, class schedule information, and school accreditation. The expected start and completion dates for the course and the estimated cost to be reimbursed will also be included in the application.
- iv. An employee will be notified promptly of the approval or denial of an application. If an application is denied, the employee will be advised of the reasons for the denial.

F. Submission of Receipts and Proof of Successful Completion. Receipts for expenses eligible for reimbursement and evidence of successful completion of the course or program must accompany all requests for reimbursement. For courses which are graded, successful completion means a 2.0 or better GPA on a 4.0-point scale, or its most logical equivalent on any other scale. Receipts and proof of successful completion must be submitted to the Human Resources Department within sixty (60) days of the employee's receipt of grades or notice of successful completion of the course/program. The Hospital will have no obligation to provide reimbursement if the employee does not timely provide required receipts and proof of successful completion.

ARTICLE 9 – EMPLOYMENT CLASSIFICATION

Section 1. Regular Full-Time

Except as otherwise provided by this Agreement, a regular full-time employee is one who is designated as such and who is regularly scheduled to work a

predetermined work schedule of at least sixty-four (64) hours within a bi-weekly period, in a non-relief and non-temporary capacity.

Section 2. Regular Part-Time

Except as otherwise provided by this Agreement, a regular part-time employee is one who is designated as such and who is regularly scheduled to work a predetermined work schedule of at least forty (40) hours but less than sixty-four (64) hours within a bi-weekly period, in a non-relief and non-temporary capacity.

ARTICLE 10 – FILLING OF VACANCIES

Section 1. Job Postings

If the Hospital decides to fill a vacancy in a bargaining unit position, including those resulting from newly created positions that will be covered by this Agreement, it will post an electronic notice of the vacancy for seven (7) calendar days prior to filling the vacancy. The Hospital may temporarily assign an employee to the vacancy so long as the Hospital is actively seeking to fill the vacancy. Nothing in this Article shall be construed to require the Hospital to post any vacancy which the Hospital decides not to fill.

In cases where, in the opinion of the Hospital, a vacancy must be urgently filled, the employer may request a waiver of the posting period, and the Union will not unreasonably deny such a request. The Union will respond to the request within 72 hours, and if it does not, the Hospital may proceed as it deems appropriate.

Section 2. Selection Among Qualified Candidates

In filling vacancies in bargaining unit positions the Hospital shall in its good faith judgment evaluate each candidate based on his or her qualifications, including experience, skill, ability, knowledge, and overall job performance, and, as a tie breaker in the event that two (2) or more candidates are evaluated to be otherwise equal, past disciplinary record, if any. Applicants in the bargaining unit shall be given preference over non-bargaining unit applicants, but the Hospital may select a non-bargaining unit applicant for a vacant position within the bargaining unit if there are no qualified applicants from the bargaining unit or if the non-bargaining unit applicant's qualifications, including, experience, skill, ability, and knowledge, are demonstrably superior to that of the bargaining unit applicants. An employee shall not be eligible or qualified to apply for a vacancy if the employee has discipline that the Hospital may consider for disciplinary purposes pursuant to Section 3 of Article 7, Discipline and Discharge. The determination of the minimum qualifications for a position will be the sole and exclusive right of the Hospital.

In the event that, in the good faith judgment of the Hospital, one (1) or more of the candidates have demonstrably superior qualifications, as defined above, then the Hospital may award the position to one (1) of those candidates. Otherwise, the

Hospital will award the position to the candidate with the greatest bargaining unit seniority.

Section 3. Evaluation Period After Promotion or Transfer

Employees who are promoted or transferred through the procedure set out in this Article shall be subject to an evaluation period of five hundred and fourteen (514) hours of work performed or ninety (90) calendar days, whichever is longer. If at any time within the evaluation period the Hospital determines the employee has failed to perform satisfactorily, the Hospital may return the employee to his/her former position and rate of pay without loss of seniority. If the employee finds the position undesirable during the evaluation period, he/she may return to his/her former position, if vacant and rate of pay without loss of seniority. Nothing in this Section shall preclude the Hospital from disciplining or discharging a transferred or promoted employee during the evaluation period consistent with this Agreement's Article 7, Discipline and Discharge.

Section 4. Eligibility for Future Vacancies

Candidates selected to fill vacancies in accordance with this Article will be ineligible to apply for other vacancies for six (6) months from the date the position is filled, unless the service period is waived in writing by the Hospital.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

Section 1. Resolution of Grievances

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by both parties that, for the duration of this Agreement, the following shall be the sole and exclusive procedure for the resolution of "grievances" or "class grievances" as those terms are defined in Section 2 below.

It is agreed that an effort will be made by the Union and the Hospital to resolve disagreements or disputes informally and promptly prior to the initiation of a formal grievance procedure. An Employee may be assisted or represented by a Union representative at any step of the formal grievance procedure, as specified further below, as well as in any investigatory meeting that may result in the imposition of discipline. However, unless the Employee requests Union representation, nothing in this Article shall prevent the Hospital from discussing any incident or circumstance with an Employee outside the presence of a Union representative. Nothing in this paragraph or this Agreement is meant to limit the rights of Employees to Union representation as specified in the Weingarten case.

Section 2. Definition of Grievance

A “grievance” is defined as any claim by an Employee or the Union that the Hospital has violated or is violating a provision of this Agreement, except as to those provisions which are expressly identified as not being subject to this Article.

A “class grievance” is defined as any claim by two (2) or more Employees, or by the Union on behalf of two (2) or more Employees, that the Hospital has violated or is violating a provision of this Agreement, except as to those provisions which are expressly identified as not being subject to this Article.

Section 3. Grievance Procedure

- A. Informal Resolution.** Any Employee who has a dispute that could be the subject of a grievance shall first present the dispute informally and verbally to his/her immediate manager before initiating a formal grievance, unless the Employee’s grievance directly relates to claims of harassment or discrimination by the immediate manager. This discussion may take place with or without the presence of a Union representative, at the Employee’s option. If the dispute is not resolved to the Employee’s satisfaction, he/she may advance the complaint to the first step of the formal grievance procedure.
- B. First Step (Department Manager).** If the dispute is not resolved informally between the Employee and the manager (or if the informal step is skipped under the limited circumstances noted above), the Union or the Employee may initiate the formal grievance procedure by submitting a written grievance to the Director or to Human Resources within fourteen (14) calendar days of the date of the event giving rise to the grievance, or of the earliest date either the grievant or the Union knew of the facts giving rise to the grievance.

The Step 1 grievance shall: (1) be dated; (2) be signed by the grievant or a Union representative responsible for advancing the grievance; (3) set forth the name(s) of the Employee(s) or class of Employees on whose behalf the grievance is being brought; (4) include a full description of the acts giving rise to the grievance; (5) set forth date(s) on which the act(s) giving rise to the grievance occurred; (6) identify the Article(s) and Section(s) of the Agreement allegedly violated; and (7) state the remedy requested.

A Step 1 meeting between the grievant (or, in the case of a class grievance, at least one (1) member of the aggrieved class), a Union representative, the Director or his designee, and, optionally, a Human Resources representative shall be scheduled and held within ten (10) calendar days of receipt of the formal grievance. Within ten (10) calendar days of the meeting, the Director or his designee shall provide a written response to the grievant and the Union.

- C. Second Step (Chief Nursing Officer).** If the grievance is not satisfactorily resolved on the basis of the Step 1 response, the Union may advance the grievance to the next step by submitting written notification to the Chief

Nursing Officer or Human Resources within ten (10) calendar days of receiving the Step 1 written response.

A Step 2 meeting between the grievant (or, in the case of a class grievance, at least one (1) member of the aggrieved class), a Union representative, the Chief Nursing Officer or his designee, and, optionally, a Human Resources representative shall be scheduled and held within ten (10) calendar days of receipt of the grievance at the second step. Within ten (10) calendar days of the meeting the Chief Nursing Officer shall provide a written response to the grievant and the Union.

- D. Third Step (CEO or designee).** If the grievance is not satisfactorily resolved on the basis of the Step 2 written response, the Union may advance the grievance to the next step by submitting written notification to the Chief Executive Officer (CEO) within ten (10) calendar days of receiving the Step 2 written response.

A Step 3 meeting between the grievant (or, in the case of a class grievance, at least one (1) member of the aggrieved class), a Union representative, the CEO or his designee, and a Human Resources representative shall be scheduled and held within ten (10) calendar days of the CEO's receipt of the grievance at the third step. The CEO or designee shall provide a written response to the grievant and the Union within fourteen (14) calendar days of the Step 3 meeting.

Section 4. Arbitration

- A. Demand for Arbitration.** If the grievance is not satisfactorily resolved on the basis of the Step 3 written response, the Union may advance the grievance to arbitration by both (i) submitting a written demand for arbitration to the Human Resources Department within fourteen (14) calendar days of receiving the Step 3 written response and (ii) filing a request with the Federal Mediation and Conciliation Service ("FMCS"), with a copy provided simultaneously to the Hospital's Human Resources Department, asking for a list of nine (9) arbitrators. All request to FMCS pursuant to this Article for a panel of arbitrators shall not be geographically restricted and shall require the arbitrators be experienced in hearing arbitrations in the labor relations field.
- B. Selection of Arbitrator.** Upon receipt of the panel, the parties' representatives shall contact one another and alternately strike names from the list until one (1) name is left, and the remaining person shall serve as the arbitrator for the matter. Alternatively, the parties may select a mutually agreeable arbitrator. The party bearing the burden of proof shall strike first (i.e., the Hospital shall strike first in discipline and discharge matters, and the Union shall strike first in all other matters). Either party may reject one (1) panel in its entirety. If the first panel of nine is rejected by either party, the second panel shall consist of seven (7) arbitrators. If the second panel of seven is rejected by either party, the third and final panel shall consist of five (5) arbitrators.

- C. Date, Time and Place of Arbitration.** For contract interpretation matters and discipline cases that do not involve termination, the arbitration hearing is to be scheduled on a date, and at a time and place, that is agreeable to both parties and the arbitrator. For discipline matters involving termination, the Parties must initially set the arbitration within one hundred and eighty (180) days of the written demand for arbitration. If the selected arbitrator cannot provide at least five (5) dates within this time period, or at least one mutually agreeable date, the Parties must either (a) agree to one of the offered dates within the one hundred and eighty (180) days, (b) select and strike a new panel (with a new deadline within one hundred and ninety-four (194) days of the written demand for arbitration), or (c) agree to schedule the arbitration after the one hundred and eighty (180) day deadline, but if this selection is at the Union's request, back pay will cease after one hundred and eighty (180) days up to the actual date of the arbitration. There shall be no waiver of back pay if the reason for the delay is due to the Hospital or the arbitrator. Unless agreed upon in advance by both parties in writing, only one (1) arbitration will be heard each day. Further, the parties may mutually agree in writing to expedited arbitration under such terms as the writing sets forth.
- D. Decisions on Procedural Arbitrability.** If there is an issue as to whether a grievance is barred for failure of the Union or grievant to comply with the procedural requirements of this Article (procedural arbitrability), the arbitrator shall have only the authority to address that question. No arbitrator may hear or decide both the merits and the issue of arbitrability unless both parties specifically agree to such a submission in a single writing. Provided, in cases involving discharge, the same arbitrator will be permitted to rule on both the question of procedural arbitrability and the merits, but will be required to issue a bench ruling on the issue of arbitrability immediately upon the close of evidence on the issue of arbitrability and before hearing any evidence on the merits.
- E. Arbitrator's Authority.** The arbitrator's authority shall be limited to the interpretation and/or application of the Agreement. The arbitrator shall have no power to add to, subtract from, modify, change, amend or delete any of the terms or provisions of the Agreement. Further, the arbitrator may not hear any matter after this Agreement has expired other than matters which arose prior to the expiration of the Agreement. No arbitrator shall attempt to mediate a dispute before, during or after hearing the arbitration on the same matter without first obtaining express written permission from both parties. Issues of substantive arbitrability shall be decided only by a court of competent jurisdiction; the arbitrator shall have no authority to consider such issues.
- F. Briefs and Arguments.** Each of the parties shall have the right, at that party's option, to either present a closing argument at the conclusion of the hearing or prepare a post-hearing brief for presentation to the arbitrator. If a party chooses to present a brief, the brief shall be submitted to the arbitrator within fourteen (14) calendar days of the close of the hearing or, if a transcript of the hearing is ordered, within thirty (30) calendar days of that party's receipt of the transcript,

unless extended by mutual agreement of the parties. Any party submitting a brief to the arbitrator must provide an additional copy to the arbitrator and include an envelope addressed to the opposing counsel with sufficient postage. After receipt of briefs from both parties, the arbitrator will simultaneously forward copies of each party's brief to the opposing party in the aforementioned stamped, addressed envelope. No new evidence may be included in, discussed, attached, or otherwise submitted to the arbitrator with the brief or after the close of the hearing without prior agreement among the parties in writing. The arbitrator shall render a decision in writing, reciting the pertinent facts and giving the legal reasoning for the decision within thirty (30) calendar days of the close of the hearing if both parties opt for oral arguments or, in the event either party chooses to submit a post-hearing brief, the arbitrator shall render a written decision within thirty (30) calendar days of receiving the post-hearing brief(s). The arbitrator's decision shall be final and binding.

G. Costs and Fees. The parties shall each bear their own costs and fees incurred in preparing and presenting their case to the arbitrator. A certified court reporter may be present at any hearing and his/her transcript shall be the only official transcript of the proceedings. The court reporter's appearance fee shall be borne by the party or parties requesting his/her appearance, and any transcript that is ordered from the court reporter shall be paid for by the party so ordering. If the arbitrator wishes to obtain a copy of the official transcript, the cost of that copy shall be borne equally between the parties. All other charges, fees and expenses of the arbitrator shall be borne and paid for by the losing party.

Section 5. Time Limits

All the time limits set forth in both the grievance and arbitration sections of this Article are of the essence. No time limits may be extended unless expressly agreed to by both parties in writing. If the Hospital fails to respond to a grievance within the applicable time limit, the grievance will be deemed automatically advanced to the next step, except following the third step, in which case a formal request for arbitration is still required. If the Union or the grievant fail to advance a grievance to the next step within the applicable time limit, the grievance will be deemed to be withdrawn and no arbitrator shall have jurisdiction to consider the grievance.

ARTICLE 12 – HOURS OF WORK

Section 1. Posting of Work Schedules

Work schedules and days off will be posted at least fourteen (14) days in advance of their commencement. The Hospital may change posted schedules based on previously unforeseen operational needs. In making such changes, the Hospital will give consideration to the desires of affected employees. Where agreement cannot be reached with the affected employees, such changes in work schedules will be made in reverse order of seniority of qualified employees necessary to meet the staffing needs as determined by the Hospital.

Section 2. Reporting Pay

An employee who reports to work for a regularly scheduled shift who is not put to work or who is furnished less than one-half of the scheduled hours for the shift shall be paid for one-half of the scheduled hours, but in no event for less than two (2) hours nor more than four (4) hours. This guarantee shall not apply if the Hospital makes a reasonable effort to notify the employee at least one and one-half (1½) hours prior to the scheduled starting time that the employee should not report to work. It is the employee's responsibility to keep his or her current phone number on file with the Hospital. Failure to do so shall exempt the Hospital from such notification requirement and from the above minimum guarantees.

Section 3. Rest and Meal Periods

- A. Rest Periods.** The Hospital will authorize and permit each employee a fifteen (15) minute paid rest period for each four (4) hours worked.
- B. Meal Periods.** The Hospital shall use its best efforts to relieve employees from duty for a one-half hour unpaid meal period during each 5 (hours) of work. An employee working a shift in excess of ten (10) hours may voluntarily waive one (1) of the two (2) meal periods. An employee may also voluntarily waive the one-half hour unpaid meal period if the employee's entire scheduled shift does not exceed six (6) hours.
- C. Duty to Notify.** If it appears that an employee will be unable to take a rest period or a meal period that he or she has not waived, it shall be the employee's responsibility to advise his or her manager (or designee) of this as soon as it becomes apparent, so that the manager (or designee) has an opportunity to intervene. If an employee is not relieved of duty during the meal period or rest period, the employee must advise his or her manager (or designee) in writing on the day of the occurrence.

Section 4. Replacements for Absent Employees

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.

Section 5. Work in Higher Paid Classifications

Any employee who is assigned by the Hospital to perform the work of an employee in a higher paid classification in excess of one (1) hour in a shift will receive additional pay equal to the difference in the starting pay between the classifications for all hours worked in the higher paid classification.

Section 6. Alternative Work Schedules – 10-Hour or 12-Hour Shifts

A. General Provisions

- i. An alternate work schedule is a shift of ten (10) or twelve (12) hours per workday. Employees working 10 hour shifts under this Section will be paid straight time for the first ten (10) hours worked and time and one-half for hours worked in excess of 10 in the shift and double time for hours worked in excess of twelve (12) in the shift. Employees working 12-hour shifts will be paid straight time for the first twelve (12) hours worked and double time for hours worked in excess of twelve (12) in the shift.
- ii. The usual full-time 12-hour shift staffing pattern will be three 12-hour shifts in a 7-day work period. The usual full-time 10-hour shift staffing pattern will be four 10-hour shifts in a 7-day work period.

B. Implementation of 10-Hour or 12-Hour Shifts

- i. The Hospital will advise the Union of its decision to implement or discontinue an alternate work schedule at least fourteen (14) calendar days in advance.
- ii. If the decision is made to discontinue the 10-hour or 12-hour shift schedule within six (6) months of implementation, the employees involved will revert to their pre-existing schedule. If the decision is made to discontinue the staffing schedule after the first six (6) months, employees in 10-hour or 12-hour shift positions that are being discontinued may apply for positions which are posted as a result of the conversion for which they are qualified and as available. After five (5) days such postings will be available for general bidding.

ARTICLE 13 – INTENT OF THE PARTIES

The parties acknowledge the Hospital is committed to providing quality healthcare services to its patients and that providing healthcare services involves factors not faced by non-healthcare employers. Accordingly, the parties agree the Hospital's ability to provide quality healthcare services and the unique factors faced by the Hospital as a healthcare provider should be of paramount importance when interpreting any provision of this Agreement.

ARTICLE 14 – JURY DUTY

Section 1. Eligibility

Only regular full-time and regular part-time non-probationary employees who are called for jury service and who provide appropriate documentation of time spent in such activity will be eligible for any benefit provided in this Article.

Section 2. Benefit

- A.** Eligible employees will be paid at their base hourly rate of pay with no premium pay or other differential for regularly scheduled hours they are unable to work during such time they are responding to a summons for jury service.
- B.** Eligible employees who are responding to a summons for jury service during their normal time off (non-scheduled hours) will be paid at their base hourly rate of pay with no premium pay or other differential for regularly scheduled hours they are unable to work because of responding to a summons for jury service, but only if the time spent serving on the jury exceeds four (4) hours and is begun or ended within four (4) hours of when they are normally scheduled to work. Employees not meeting these criteria are not eligible for jury duty pay, but will be granted regular paid time off (or, if the employee has no accrued PTO, unpaid time off).
- C.** In no event will employees be eligible for jury duty pay in any workweek in excess of the employee's FTE status. Jury duty pay is not considered time worked for purposes of calculating overtime.

Section 3. Notification and Reporting Requirements

- A. Initial Summons.** Employees must present their manager (or designee) a copy of the jury summons or other document requiring the employee to report for jury duty as soon as is reasonable (normally within twenty-four (24) hours) upon receipt of such summons or other document.
- B. Jury Service.** If an employee is required to be on standby for jury service, he or she may be released from scheduled work; however, it is the duty of the employee to notify the Hospital immediately if he or she is released from standby for a given day and to report for work if directed to do so by the Hospital.

Section 4. Requesting Relief from Service

In the event that an employee's extended absence would have a serious negative impact on the operations of the department or unit, the employee will cooperate with the Human Resources Department in requesting that the court excuse the employee from jury duty or postpone the jury duty assignment.

ARTICLE 15 – LAYOFF AND RECALL

Section 1. Reduction in Staff

If the Hospital determines that it is necessary to lay off or reduce the hours of full-time or part-time bargaining unit employees, it will provide notice to affected employees at least fourteen (14) days in advance. In deciding the scope of a layoff,

the Hospital will consider alternatives that would affect the least number of employees and maintain as many full-time positions as possible. Disputes arising under this Section (including those relating to the need for and scope of any layoff/permanent reduction in hours) shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. Order of Layoff

Except in cases where specialized work or skill or trained personnel are required, employees occupying affected positions in the affected unit and shift shall be laid off in reverse order of seniority.

Section 3. Recall

Employees on layoff will be recalled to available positions in the classification, unit and shift from which they were laid off in the order of seniority, provided they are fully qualified to perform the available work. A recalled employee must notify the Hospital of his/her acceptance of recall by 5:00 p.m. on the second weekday following the day on which notification of recall is served (service shall be considered effective upon receipt or three (3) days after attempted delivery, whichever is earlier) on the employee and be available to return to work at the Hospital within fourteen (14) days of such service.

Notification of recall shall be by written communication either delivered personally or by certified mail sent to the employee's address of record. If the employee does not accept recall and return to work within the foregoing time limits, the employee will be considered to have voluntarily resigned. If an offer of recall is accepted, the employee shall be deemed recalled and be removed from the recall roster.

An employee on layoff who declines recall to a position with a substantially similar FTE status and in his or her classification on the shift and in the unit from which he or she was laid off, or who declines an offer of recall to any available position for which he or she is qualified in the employee's classification on the same shift from which he or she was laid off and with a FTE status substantially similar to that of the position from which the employee was laid off, will be removed from the recall list and will be separated from employment as a voluntary resignation and any severance payments will be discontinued.

Section 4. Severance Pay

A non-probationary full-time employee who is laid off pursuant to the provisions of this Article shall be paid severance benefits based on the employee's length of service as shown on the following chart.

Length of Service	Weeks of Base Pay
Less than two years	40 hours
Two years but less than six years	80 hours
Six years but less than ten years	160 hours
Eleven years but less than sixteen years	240 hours
Sixteen years but less than twenty-one years	320 hours
At least twenty-one years	400 hours

A non-probationary part-time employee who is laid off pursuant to the provisions of this Article shall be paid a proportionate share of the benefits listed in the above chart based on the part-time employee's FTE status.

Severance pay will be paid on a lump sum basis. If an employee is recalled and the number of hours of severance pay paid to the employee is in excess of the employee's FTE status times 40 hours times the number of weeks the employee has been laid off, then the employee must repay the excess severance as a condition of being recalled. This severance pay provision shall not apply in the event of the sale of the Hospital in which employees are offered employment with the new owner.

ARTICLE 16 – LEAVES OF ABSENCE

Section 1. Bargaining unit employees will be covered by any leaves of absence rights and procedures established by federal, state, and local law as well as by the Hospital's Leaves of Absence policy, which the Hospital may unilaterally amend from time to time to maintain compliance with the law, but not for the purpose of reducing benefits.

Section 2. Request Procedure

Except as otherwise provided for by federal, state, and local law, an employee requesting a leave of absence shall notify his/her immediate supervisor and apply for leave with the Time Away From Work Service Center.

Section 3. Workers' Compensation Leave

A. Eligibility. Workers' compensation leave will be granted in accordance with state and federal law. An employee who has a work-related illness or injury may be eligible for family care leave and/or a medical leave of absence. Such an employee may be eligible for an extended medical leave of absence up to the point at which the employee's recovery is determined to be "permanent & stationary."

B. Reinstatement. An employee who is returning from a medical leave of absence for a work-related illness or injury for which a workers' compensation claim was filed within one hundred and twenty (120) days of the commencement of the leave and whose leave of absence has been in excess of the job-protection length of time of provided for in the FMLA or in any other applicable federal, state, or local law, but has been less than three hundred and sixty-five (365) days, shall be returned to his/her former position, if available, or to a position with the same status in his or her unit, provided the employee is capable of performing the duties of such job with or without any legally required accommodation.

Section 4. General Medical Leaves of Absence

A. Eligibility. Medical leaves of absence will be granted in accordance with federal, state, and local law. In addition, an employee may be granted medical leave for his/her own serious health condition for up to six (6) months from the date of the commencement of the leave (which includes any leave period provided by federal, state and local law, including FMLA or CFRA leave).

B. Reinstatement. An employee who is returning from any leave period provided by federal, state and local law, including FMLA or CFRA leave, shall be reinstated as required by such law. An employee granted a medical leave of absence that is in addition to any leave period provided by federal, state and local law, including FMLA or CFRA leave, is not guaranteed reinstatement.

Section 5. Other Leaves of Absence

A. Eligibility. Employees with one (1) or more years of continuous service may be granted leaves of absence for up to four (4) months without pay. Such leaves shall be subject to Hospital approval, which shall not be unreasonably denied.

B. Reinstatement. An employee taking a leave of absence pursuant to this Section is not guaranteed reinstatement.

Section 6. Benefits

Employees on approved leaves of absence will be eligible to continue health insurance coverages for up to six (6) months from the date of the commencement of the leave (which includes any leave period provided by federal, state and local law, including FMLA or CFRA leave). The employee will be direct-billed for premiums at the appropriate time. Thereafter, medical coverages may be continued as provided through COBRA, and other insurance coverages cease.

The accrual of PTO and EIB during a leave of absence is governed by the Paid Time Off/Extended Illness Benefits Programs Article of this Agreement. Employees on any leave of absence provided for in this Article must use any EIB and PTO to the extent available.

Section 7. Seniority

Employees on leaves of absence that have been approved by the Hospital will continue to accrue seniority.

ARTICLE 17 – MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights

Except to the extent specifically and clearly abridged by express provisions of this Agreement, the parties recognize the Hospital retains, solely and exclusively, all of the rights, privileges and prerogatives it had or possessed prior to the execution of this Agreement and that it would otherwise have in the absence of the Union’s being certified or recognized as the bargaining representative of the Employees, regardless of the frequency or infrequency with which such rights have been exercised in the past.

Section 2. Elaboration of Management Rights

Without limiting the generality and breadth of the foregoing Section 1, and by way of illustration and expansion rather than limitation of that Section, the Hospital’s sole, exclusive and unilateral rights shall include, but are not confined to, at least the following:

1. To control, direct, supervise and manage the working force;
2. To determine whom to employ, including the qualifications, recruitment, selection, hiring and training of Employees;
3. To hire and utilize personnel from nursing registries and other temporary help agencies for designated periods of time, or for unlimited duration;
4. To assign or allow individuals employed by the Hospital outside of the bargaining unit to perform work performed by bargaining unit Employees;
5. To promote, demote, transfer, layoff and recall Employees;
6. To discipline and discharge Employees for cause;
7. To create, establish, adopt, change, or rescind Hospital work, attendance, safety, and/or security rules, guidelines, policies and procedures;
8. To create, establish, adopt, change, or rescind Hospital rules, guidelines, policies and procedures relating to drug and alcohol testing;
9. To create, establish, adopt, change, or rescind Hospital rules, guidelines, policies and procedures relating to modes and methods by which work is to be performed in all jobs;
10. To establish and enforce standards for the quality and quantity of work required to be performed in all jobs;

11. To determine the size and composition of the work force and the schedule of operations and hours of work, including the number and hours of work per day and per week, the number of shifts required, the starting and ending times of such shifts, the number and length of any break times and meal times during each shift, and the number, qualifications and identity of Employees assigned to any particular shift or operation;
12. To determine and direct policies, modes and methods of providing patient care;
13. To determine job duties and the division of duties between job classifications and the Employees within those classifications;
14. To create, establish, adopt, change, or rescind job descriptions for bargaining unit positions;
15. To specify work requirements and assign work duties;
16. To assign overtime hours as needed to provide patient care;
17. To establish and alter working schedules as needed for efficient patient care, including which employees to schedule;
18. To alter, rearrange, change, extend, limit, curtail, suspend, cease or close any or all of its services or operations;
19. To contract out and/or subcontract, relocate, sell, assign, transfer, suspend, cease, or close any bargaining unit work or services;
20. To determine the number, location and types of facilities;
21. To determine the services to be performed, and the location or unit where such services will be performed;
22. To decide the number and qualifications of Employees that may be assigned to any unit, procedure, group of patients, or job;
23. To determine the equipment, machinery, methods or processes to be employed in the performance of bargaining unit work;
24. To introduce new or improved equipment, machinery, methods or processes and to change or eliminate existing equipment, machinery, methods or processes;
25. To automate methods, processes or operations;
26. To install or maintain security cameras to provide for Hospital security; and
27. To suspend or cease any or all operations or services.

Section 3. Intended Effect

It is understood that the Hospital shall not be obligated to bargain with the Union over the decision to exercise, or the effects of the exercise, of the management rights described in Sections 1 and 2, above.

ARTICLE 18 – NO STRIKES/NO LOCKOUTS

Section 1. Intent

It is agreed that during the term of this Agreement the Union, the bargaining unit Employees, and the Union's agents or any other representatives shall not jointly or severally take part in any of the prohibited activities described in Section 2 of this Article. No violation of any provision of this Agreement shall excuse the Employees, the Union, or the Hospital from the obligations imposed by this Article.

Section 2. Prohibited Activity

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees, individually or collectively, directly or indirectly, shall call, authorize, sanction, assist, ratify, support, encourage, or participate in any way in any "strike." For purposes of this Article, the word "strike" includes, without limitations, any primary strike (including a strike over a dispute that is not subject to arbitration under this Agreement), sympathy strike (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit), work stoppage, sit-down, sit-in, slow-down, sick-out, boycott, picketing (informational or otherwise), bannering, concerted failure or refusal to perform assigned work, or any other interference with or interruption of any of the Hospital's services or operations, or with the movement or transportation of goods, services or persons to or from the Hospital's premises. It is understood, however, that nothing in this Article will prohibit an Employee's otherwise lawful refusal to work pursuant to the Occupational Safety and Health Act.

Section 3. Waiver by Union

The prohibitions of this Article are intended to apply regardless of the motivation for the activity. Except as expressly stated otherwise in this Article, any statutory right under the National Labor Relations Act that an employee may otherwise have to engage in such conduct is expressly waived by the Union.

Section 4. Penalty

Participation in any activity prohibited by this Article by an Employee shall constitute just cause for termination of employment. A grievance may be filed challenging the discipline or termination of an Employee for failing to comply with this Article, but the authority of an arbitrator considering such a grievance shall be limited solely to determining whether the Employee engaged in prohibited activity under this Article. The arbitrator shall have no authority to rescind, overturn, or in

any way modify any discipline or termination issued by the Hospital for violation of this Article.

Section 5. Union Officials

In view of their leadership positions, the Union's local officers and agents have a special duty to comply with this Article. Further, they have an affirmative duty to take action to prevent Employees from committing or continuing to commit any breaches or violations of this Article. The affirmative steps that local officers are required to take include, at a minimum, (a) publicly disavowing the prohibited activity, (b) posting notices on the Union bulletin boards advising that the Union disapproves of such action, and (c) notifying in writing those Employees engaging in prohibited activity and indicating to them: (i) that the action engaged in is a violation of this Agreement; (ii) that such violation may subject the Employee to discipline, up to and including immediate discharge; (iii) that the prohibited activity is not legally sanctioned, nor is it condoned by the Union; and (iv) that the Union is urging Employees to immediately return to work or otherwise refrain from engaging in any prohibited activity.

Neither the Union nor any of its local officers and stewards shall take any actions in any way inconsistent with its or his or her obligations under this Section.

Section 6. No Lockout

The Hospital agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Hospital's control.

Section 7. Judicial Remedies

The Hospital and the Union shall be entitled to all appropriate judicial remedies including, but not limited to, injunctive relief and damages, if a violation of this Article should occur. In the event of a violation, the other party may immediately institute judicial proceedings to obtain such remedies, without any prior obligation to seek relief under the grievance and arbitration procedure of this Agreement. Injunctive relief shall be available to the Hospital or the Union regardless of whether the dispute giving rise to the conduct prohibited by this Article is subject to arbitration.

ARTICLE 19 – NON-DISCRIMINATION

Section 1. Neither the Hospital nor the Union shall discriminate against an employee based on any basis prohibited by local, state, or federal law, including on account of Union activity, race, creed, color, religion, national origin, ancestry, age, sex, disability, veteran status (including Vietnam-era or disabled veteran status), sexual orientation, marital status, political affiliation, gender identity, or genetic information.

Section 2. Employees must elect whether to pursue claims that the Hospital engaged in discrimination either (i) through arbitration as provided for in the grievance and arbitration process or (ii) in court or through a governmental agency, including through the National Labor Relations Board (NLRB). No such claim will be referred to arbitration if the claim has been asserted in court or through a governmental agency, including through the NLRB. Except for claims made pursuant to the National Labor Relations Act, if the Union wishes to arbitrate a claim made under this Article, the Hospital shall be required to arbitrate only if the employee(s) involved agrees in writing that arbitration will be the exclusive forum to seek individual remedy for such claim and the employee(s) waives his/her/their right to pursue such individual remedy in court or before any administrative forum. Nothing herein shall prevent an employee from electing to file a charge with the NLRB.

ARTICLE 20 – PAID TIME OFF/EXTENDED ILLNESS BENEFITS PROGRAMS

Section 1. Eligibility and Coverage

The Paid Time Off (PTO)/Extended Illness Benefits (EIB) Programs shall apply only to full-time and part-time employees. The PTO program is in addition to Jury Duty Leave, Bereavement Leave, and any other agreed upon paid leave.

Section 2. Accumulation of PTO and EIB

- A.** Full-time employees shall accrue PTO and EIB in each pay period in which they receive any pay from the Hospital except for payment of EIB hours, based upon their cumulative length of service in a full-time or part-time position during current employment. Full-time employees will accrue PTO/EIB, prorated based on status. Part-time employees accrue PTO/EIB, prorated based on hours paid (not to exceed 80) during a pay period, based on their cumulative length of service in a full-time or part-time position during current employment. Accruals begin upon the first day of employment in a full-time or part-time position, subject to the provisions described in the following sections.
- B.** Accrual Rates for full-time employees with 1.0 FTE status are set out in the following chart. Pursuant to Section 2, above, for full-time employees with an FTE status of less than 1.0, the amounts in the following chart are prorated based on an FTE and for part-time employees the amounts in the following chart are prorated based on hours paid (not to exceed 80) during a pay period.

Length of Full Years of Service	PTO Hours Per Pay Period	Total PTO Days Per Year	EIB Hours Per Pay Period
Less than 3	8.0	26	1.85
At least 3 but less than 5	10.2	33	1.85
5	11.1	36	1.85
6	11.4	37	1.85
7	11.7	38	1.85
8	12.0	39	1.85
9	12.3	40	1.85
10 or more	12.6	41	1.85

- C. No PTO hours or EIB hours will accrue for any pay period during which an employee is on unpaid status (e.g., unpaid leave of absence, layoff, unpaid disciplinary status) for the entire pay period. “Unpaid status” means that there was no pay in that pay period.
- D. Employees may accrue a maximum of nine hundred ninety-nine (999) hours of EIB. Full-time employees with 1.0 FTE status may accrue a maximum of four hundred fifty-six (456) hours of PTO. The PTO maximum is prorated for employees with a FTE status less than 1.0. For example, an employee with an FTE status of 0.9 may accrue a maximum of four hundred ten (410) hours of PTO. Once the maximum accrual has been reached, hours will no longer accrue.

Section 3. Operation of the PTO/EIB Programs

- A. PTO/EIB for eligible employees is paid at the employee’s base hourly rate in effect on the date of its use.
- B. PTO/EIB hours are to be used in increments of eight (8) hours unless advance approval is obtained from the Hospital for fewer than eight (8) hours or the employee’s regular shift is greater or fewer than eight (8) hours. In addition, incremental use of PTO/EIB hours may be allowed where:
 - i. The employee is eligible for State Disability or Workers Compensation payments, in which case PTO and EIB shall be integrated to supplement such payments;
 - ii. An illness, injury, or personal emergency requires an employee’s absence for less than a full shift, in which case the Hospital will excuse the employee for less than the full shift, with equivalent PTO/EIB hours being used; and
 - iii. It is necessary to schedule a medical or dental appointment during working hours.

- C. PTO and EIB hours can be used only on scheduled workdays except as expressly provided herein.
- D. PTO and EIB hours may not be used to extend an employee’s workday beyond the normally scheduled shift or the workweek beyond the employee status.

Section 4. Use of PTO

- A. PTO must be used for any scheduled or unscheduled absence from work not covered by EIB, including holidays and leaves of absence (except for employees on pregnancy leave). However, employees who are called off from scheduled work have the option to use PTO to cover some or all of the time lost. Employees on disciplinary suspension may not use PTO to cover the suspension. It is the responsibility of employees to maintain a sufficient balance of PTO hours to cover holidays, vacations, illnesses, etc.
- B. An employee must request advanced approval from his/her immediate supervisor for all scheduled absences. The operational needs of the department/organization are primary in determining approval of PTO requests. Other factors that may be considered include scheduling needs, the order in which the request is received, employee PTO usage/requests, and/or length of service if two or more requests are received at the same time. A “Time Off Request” form should be completed by the employee and approved by the employee’s direct supervisor prior to taking the time off with pay.
- C. Recognized holidays for the purpose of this Section are as follows:

New Year’s Day	Independence Day
Martin Luther King’s Birthday	Labor Day
Presidents’ Day	Thanksgiving Day
Memorial Day	Christmas Day

An employee will be paid one and one-half times his or her base hourly rate for all time worked on one these recognized holidays.

Section 5. Redemption of PTO

- A. Upon termination or transfer to a non-benefited position, all PTO balances will be paid out to the employee. The payoff rate will be at the employee’s current straight-time base hourly rate at time of termination or before transfer status.
- B. PTO hours may not be used to extend employment beyond the last day actually worked.
- C. Up to twice during any calendar year an employee with Hospital approval may convert to cash a minimum of 8 hours and up to 80 hours of accumulated PTO; provided, however, the employee must maintain a minimum balance of forty (40) PTO hours for full-time, prorated for part-time.

- D. When an employee wishes to cash out PTO, it will be paid at 100% of the employee's straight-time base hourly rate. Employees wishing to convert PTO to cash must submit a signed and approved PTO request form to the Human Resource Department.
- E. When an employee reduces their employment status, they must reduce their PTO balance to at least the prorated accrual maximum. The employee may choose to reduce their PTO balance beyond the prorated maximum while maintaining the regular minimum balance. The employee must submit a PTO cash out form within one pay period from the effective date of status change.

Section 6. Use of EIB

- A. EIB hours may be used for absences due to extended illness or injury for which employees receive either State Disability Payments (SDI) or Workers' Compensation benefit payments. Any waiting periods before SDI/WC payments begin must be paid from the employee's PTO bank. If an employee is absent from work for any purpose allowed under the California Healthy Workplaces, Healthy Families Act of 2014, the employee will be paid applicable, accrued sick pay, before any EIB hours are paid.
- B. The Hospital may require an employee to provide a doctor's certificate regarding any absence in excess of two (2) shifts due to a medical condition or whenever: (1) the employee has discipline for absenteeism in the last six (6) months; (2) there appears to be a pattern to the employee's absences; (3) the employee previously requested the time off on the date of the absence; (4) the Hospital has information which raises a reasonable doubt as to whether the employee's illness is genuine.
- C. All available benefits paid under the PTO program will be coordinated with State Disability Insurance or Worker's Compensation in order to maintain the employee's normal earnings during absences which qualify for these coverages. After all the hours in the EIB bank are used, then the PTO bank will be utilized.
- D. EIB hours may not be converted to PTO hours, cashed in, or donated to other employees.
- E. Accrued EIB hours are NOT redeemable upon termination. When an employee terminates, retires or transfers to a non-benefit position (i.e. per diem), the employee's EIB hours are zeroed out.

ARTICLE 21 – PERFORMANCE EVALUATIONS

Periodic performance evaluation reports are Hospital records. Upon request, an employee may have a copy of his/her performance evaluation. Performance evaluations will not be used in

support of disciplinary action and shall not be subject to the Grievance Procedure or Arbitration Procedure of this Agreement. Performance evaluations and their content may not be introduced by either party as evidence in an arbitration, except in rebuttal to an assertion of lack of knowledge concerning a material specific policy, standard, or job requirement.

ARTICLE 22 – PROBATIONARY PERIOD

All regular full-time employees shall be considered as probationary employees until they have worked for the Hospital for ninety (90) calendar days in a bargaining unit position. The probationary period for all other employees shall be five hundred and fourteen (514) hours or ninety (90) calendar days of working for the Hospital in a bargaining unit position, whichever is longer. Probationary employees may be disciplined or discharged without recourse to the grievance and arbitration procedures. Upon mutual agreement, in writing between the Union and the Hospital, the probationary period may be extended, for an additional thirty (30) calendar days. The failure to extend the probationary period shall not be grievable.

ARTICLE 23 – RECOGNITION

Section 1. Exclusive Bargaining Representative

The Hospital recognizes the Union as the sole and exclusive bargaining representative of those employees included in the unit in the National Labor Relations Board's August 15, 2018 Certification of Representative in case number 32-RC-223269, which is described in the Certification of Representative as follows:

All full-time and regular part-time Outpatient Behavioral Therapists and Intake and Referral Specialists employed by the Employer at its Outpatient Clinic located on the second floor at 15891 Los Gatos-Almaden Road, Los Gatos, CA; excluding all other employees, managers, physicians, RNs, RN coordinators, service employees, technical employees, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

ARTICLE 24 – SAFETY

The Hospitals will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Employees who become aware of hazardous conditions and/or unsafe equipment must notify their immediate supervisor as soon as possible. No employee will be subject to discipline for reporting a health or safety problem. If the Hospital does not remedy a safety issue within a reasonable period of time, the employee or the Union shall be free to contact the Industrial Safety Commission of the State of California or other government agencies concerning the matter. Disputes concerning the conditions of health and safety within the Hospital shall not be subject to the grievance and arbitration procedures of this Agreement, but shall be subject to the applicable administrative procedures established by federal and California laws.

The Hospitals will make available upon request the following information to the Union: Copies of the OSHA 300 logs and Sharps Injury logs, with the consent of the employees involved, and materials required by law to be posted. Other information maintained by the Hospitals relating to known or determined safety hazards for bargaining unit employees in the Hospitals will be provided upon request, subject to the parties' first reaching an agreement concerning the cost of gathering information which is voluminous or time-consuming to gather. Information given to the Union will not be published outside of appropriate administrative proceedings unless agreed to in writing by the parties.

ARTICLE 25 – SENIORITY

Section 1. Definition of Seniority

An Employee's seniority shall commence on the most recent date of employment in a bargaining unit position.

Section 2. Loss of Seniority

Seniority shall be terminated by any of the following:

- A. Discharge;
- B. Resignation;
- C. Layoff for a period of twelve (12) months from the date of layoff, or
- D. Transfer to a non-bargaining unit position within the Hospital.

ARTICLE 26 – SHOP STEWARDS

Section 1. Selection and Notification

The Hospital will recognize one Shop Steward and one alternate Shop Steward from the bargaining unit. The Shop Steward and alternate, who shall be currently employed in a bargaining unit position, shall be appointed by the Union in such manner as it determines. The Union will furnish the Hospital with written notification of the names of the Shop Steward and alternate.

Section 2. Function of Shop Steward

The function of the Shop Steward shall be to investigate and process grievances, to provide Weingarten representation as set out in Section 5 of this Article, and to participate, at the option of the Employee, in Step 1 of the Grievance Procedure.

Section 3. Outside of Working Hours

Unless the Hospital expressly requests a Shop Steward to attend a meeting, the Shop Steward shall perform his/her functions outside of his/her working hours on his/her own time. Investigation of grievances by the Shop Steward shall be

conducted on the non-working time of all involved bargaining unit employees. Time spent in arbitration hearings by the Shop Steward, grievants, and witnesses called by the Union shall be unpaid time. With reasonable advance notice and consistent with meeting patient care demands, the Hospital shall grant a request for unpaid leave to the Shop Steward, grievants, and Union witnesses in order to participate in an arbitration hearing.

Section 4. 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 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.

Section 5. Weingarten Representation

In connection with investigatory interviews required by the Hospital in which an Employee reasonably believes that such investigation will result in disciplinary action, the Employee upon his or her request shall be entitled to have a Union Field Representative or Shop Steward present, provided that such investigatory interviews are not delayed beyond forty-eight (48) hours.

ARTICLE 27 – UNION ACCESS

Section 1. During the term of this Agreement only, an authorized representative of the Union, who the Union has identified in writing to the Hospital in advance, shall be permitted to enter the Hospital's Outpatient Clinic located on the second floor at 15891 Los Gatos-Almaden Road, Los Gatos, California at any time the Outpatient Clinic is in operation for the sole purpose of seeing whether the Employer is observing the provisions of this Agreement. The representative of the Union shall notify the Vice President of Human Resources or his/her designee of his/her presence in the Hospital immediately upon arrival at the Hospital or no more than three (3) hours in advance of arrival.

Section 2. The representative of the Union may confer with Employees, including the Shop Steward, in the bargaining unit represented by the Union on their non-working time in employee break rooms, employee lounges, or in the cafeteria. Such conferences shall be limited to a single table at a mutually agreed location and shall not interfere with the operation of the Hospital. The representative of the Union shall not interrupt the work of any employees who are on working time for any reason. The representative of the Union will not enter enclosed working areas of the Hospital or other areas that are not open to visitors unless an employee break room or employee lounge is accessible only by traversing such areas of the Hospital, in which case the representative of the Union shall enter such areas only if escorted by a supervisor or manager. The representative of the Union will be subject to and will comply with the Hospital's No-Solicitation and Distribution of Literature policies.

Section 3. If the Union contends it needs to tour the working areas or other areas that are not open to visitors to investigate a grievance, it shall schedule in advance a time to conduct the tour while being escorted by a supervisor or manager.

Section 4. If the Hospital reasonably believes a representative of the Union is repeatedly violating or has flagrantly violated the terms of this Article, the Hospital may ban that particular representative from entering its premises. The Union may challenge the ban by submitting a grievance and appealing it immediately to arbitration.

ARTICLE 28 – UNION DUES AND COPE CHECK OFF

Section 1. Payroll Deduction of Union Dues

Upon the receipt from an Employee of a written authorization form that complies with all applicable legal requirements, the Hospital shall deduct from the Employee's wages Union membership dues, which shall be deducted in a fixed amount each pay period and remitted to the Union. The Hospital shall have no obligation to deduct any amount on behalf of the Union from the wages of an Employee who transfers out of the bargaining unit.

Along with the deductions, the Hospital will transmit to the Union an electronic file showing the dues paid by Employee for the period.

Section 2. Indemnification of Hospital

The Union agrees to indemnify, defend and hold the Hospital harmless against any and all claims or suits, regardless of the identity of the party asserting the claim or bringing the suit, that may arise out of or by reason of action taken by the Hospital in reliance upon authorization cards submitted or direction given by the Union, including reasonable attorneys' fees, court costs and litigation expenses, arising from the defense of any claim and enforcement or collection of a judgment. The Union agrees to refund to the Hospital any amounts paid to it in error on account of the payroll deduction provision, upon presentation of proper evidence of error or mistake.

Section 3. Notification of Amount

The Union will advise to the Director of Labor Relations or his or her designee, in writing, of the current rate of membership dues. The Director of Labor Relations or his or her designee will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

Section 4. COPE

Upon the receipt from an Employee of a written authorization form that complies with all applicable legal requirements, the Hospital shall deduct from the Employee's wages an amount voluntarily authorized for the COPE (Committee on Political Education) and submit, bi-weekly to the Union. The Hospital shall have

no obligation to deduct any amount on behalf of the Union from the wages of an Employee who transfers out of the bargaining unit.

Section 5. Disputes

If the Hospital concludes the most recent authorization form it has received from an Employee is no longer valid or fails to comply in any way with any applicable legal requirement, it shall have no obligation to make deductions from that Employee's wages and shall be authorized to cease any deductions provided for under this Article. In such case, the Hospital shall inform the Union immediately that it has ceased making deductions and the reason it has ceased; provided, however, if the Union provided the form in question directly to the Hospital's Vice President of Human Resources or Director of Labor Relations for review in advance of its use and received no objection to use of the form, then the Hospital will give the Union thirty (30) days' notice to modify the authorization form prior to discontinuing deductions. If the Union disagrees with the Hospital's action, it may seek declaratory judgment in a federal court of competent jurisdiction. The Hospital shall have no monetary liability, including attorney's fees and costs, to the Union unless the court finds the Hospital acted in bad faith in ceasing deductions. Disputes relating to the Hospital's obligation under this Article are not subject to the grievance and arbitration procedure of this Agreement, and no arbitrator shall have jurisdiction to consider any dispute in any way connected with an alleged violation of this Article by the Hospital.

Section 6. Duration

The Hospital's obligation to deduct dues or COPE contributions from any employee's wage shall cease and no longer be of any effect after May 19, 2024.

ARTICLE 29 – UNION MEMBERSHIP

Section 1. Union Membership

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, whichever is later, every Employee subject to the terms of this Agreement, as a condition of employment, shall 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 representational status. Upon request, the Hospital shall provide a roster of Employees to the Union, including address and rate of pay, no more frequently than once every three months.

Section 2. Failure to Maintain Membership

The Union may enforce the condition of employment provision of Section 1 of this Article so long as it enforces the provision uniformly. If the Union intends to enforce the condition of employment provision of Section 1 of this Article, it shall first provide written notice to Human Resources that (a) an Employee has failed to meet the membership or agency fee requirements of Section 1 of this Article and (b) the Union has counseled that employee in writing about that failure and has provided a copy of that notice to the Hospital. Upon receipt of such a notice, the Hospital shall post the Employee's position in the same manner as it posts vacancies and give the employee a 14-day notice of intent to terminate employment. If the Employee has not met the requirements of Section 1 of this Article by the expiration of this 14-day period, the Union may provide a written request to the Hospital to terminate the Employee's employment. Upon receipt of such written request, the Hospital will terminate the Employee's employment if the Union has complied fully with its requirements under this Section unless the Hospital has reason to believe the Union has not enforced the requirements of Section 1 of this Article uniformly.

The Union may challenge the Hospital's decision not to follow the Union's request to terminate an Employee's employment for failing to meet the membership or agency fee requirements of Section 1 of this Article through the grievance procedure. In the event any grievance alleging a violation of this Article is arbitrated, the Arbitrator's jurisdiction and authority shall be limited to deciding whether the Employee has failed to meet the membership or agency fee requirements of Section 1 of this Article and whether the Union has enforced the condition of employment provision of Section 1 of this Article uniformly. Without in anyway limiting the immediately preceding sentence, in no event shall an Arbitrator have authority to require the Hospital to make any monetary payment to the Union.

Section 3. Indemnification

The Union agrees to indemnify, defend and hold the Hospital harmless against any and all claims or suits, regardless of the identity of the party asserting the claim or bringing the suit, that may arise out of or by reason of action taken by the Hospital in reliance upon any request made by the Union relating to the subject matter of this Article, including reasonable attorneys' fees, court costs and litigation expenses, arising from the defense of any claim and enforcement or collection of a judgment.

Section 4. Duration

The Hospital's obligations under this Article shall cease and no longer be of any effect after May 19, 2024.

ARTICLE 30 – WAGES

Section 1. Years of Experience Determination

The Hospital shall determine the years of experience of each full-time and regular part-time employee from verifiable information contained in the Hospital's Human Resources Information System.

Section 2. Wages

The 2021, 2022, and 2023 wage scales are set out in Appendix A. The number of whole years of experience of an employee, as determined pursuant to Section 1, above, as of the implementation date of the relevant scale will be that employee's wage scale target step on that scale.

Section 3. Placement on the Scales

- A.** The 2021 wage scales for full-time and regular part-time employees will be implemented as follows:
- i. Effective the first full pay period after the Effective Date of this Agreement, each employee will be placed temporarily on the step on the 2021 wage scale with the wage rate closest to the employee's current hourly wage rate. For each employee (i) the number of steps between the employee's temporary step on the 2021 wage scale and the employee's wage scale target step as of the implementation date of the 2023 wage scale shall be determined, (ii) that number of steps shall be divided by three, and (iii) effective the first full pay period after the Effective Date of this Agreement the employee shall be moved up the 2021 scale by the whole number of steps resulting from this division (e.g., if the number of steps between the 2021 temporary step and the 2023 target step is five, the employee will be moved up one step ($5 \div 3 = 1.66$, which equals 1 whole step) or shall receive a 7% wage rate increase, whichever is less.
 - ii. Notwithstanding the above, in no event shall an employee be placed on a step on the 2021 wage scale that is above the employee's wage scale target step.
- B.** The 2022 wage scales for full-time and regular part-time employees will be implemented as follows:
- i. Effective the first full pay period after the first anniversary of the Effective Date of this Agreement, each employee who was on his or her wage scale target step on the 2021 wage scale will be placed on his or her wage scale target step on the 2022 wage scale.
 - ii. Each employee who was below his or her wage scale target step on the 2021 wage scale shall be moved up on the 2022 wage scale the number of

steps determined by Item 1 of Paragraph A, above, or shall receive a 7% wage rate increase, whichever is less.

iii. Notwithstanding the above, in no event shall an employee be placed on a step on the 2022 wage scale that is above the employee's wage scale target step.

C. The 2023 wage scales for full-time and regular part-time employees will be implemented as follows:

Effective the first full pay period after the second anniversary of the Effective Date of this Agreement, each employee will be placed on his or her wage scale target step on the 2023 wage scale.

Section 4. Minimum Rates

All wages, benefits, and other economic provisions set forth in this Agreement are intended to establish minimums. Provided the Hospital meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement. This Agreement does not preclude the Hospital from granting an employee more favorable terms than called for in this Agreement, provided that doing so will not obligate the Hospital to continue such more favorable terms for such employees.

ARTICLE 31 – DURATION

This Agreement shall be effective May 20, 2021 and shall remain in full force and effect without change, addition, or amendment through May 19, 2024 and shall be renewed from year to year thereafter unless reopened by either party upon ninety (90) days' written notice to the other party prior to May 19, 2024, or any May 19 anniversary date thereafter.

Dated this 4th day of October, 2021.

NATIONAL UNION OF HEALTHCARE
WORKERS

GOOD SAMARITAN HOSPITAL, L.P. d/b/a
GOOD SAMARITAN HOSPITAL



Sal Rosselli, President



Tomi Ryba, CEO

Date: 10/4/2021

Date: 10.6.21



Ralph Cornejo, Director

Sara Lee Masoner, LMFT

Angie Nicole Moret, LMFT

Julee Emy Ogawa, LCSW

APPENDIX A – WAGE SCALES

Full Years of Experience:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20+
2021 Wage Scale	42.02	43.01	43.98	44.96	45.95	46.92	47.91	48.88	49.86	50.84	51.82	52.80	53.78	54.77	55.73	56.72	57.29
2022 Wage Scale	43.07	44.09	45.08	46.08	47.10	48.09	49.11	50.10	51.11	52.11	53.12	54.12	55.12	56.14	57.12	58.14	58.72
2023 Wage Scale	44.15	45.19	46.21	47.23	48.28	49.29	50.34	51.35	52.39	53.41	54.45	55.47	56.50	57.54	58.55	59.59	60.19