



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

USC Care Ambulatory Operations

March 16, 2018 - April 30, 2021

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union Representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union Representative (Union Representative or Union Steward) is conditioned upon a requirement that the Union Representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

“I request to have a Union Representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union Representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – UNION REPRESENTATION	3
ARTICLE 3 – EMPLOYEE STATUS	7
ARTICLE 4A – SENIORITY.....	8
ARTICLE 4B – REDUCTIONS IN FORCE AND RECALL	9
ARTICLE 5 – JOB VACANCIES AND POSTING	12
ARTICLE 6 – NON DISCRIMINATION AND HARASSMENT	14
ARTICLE 7 – UNION NON DISCRIMINATION.....	15
ARTICLE 8 – COMMITTEES FOR QUALITY CARE AND WORKING ENVIRONMENT .	15
ARTICLE 9 – GRIEVANCE PROCEDURE.....	16
ARTICLE 10 – DISCIPLINE.....	18
ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING.....	19
ARTICLE 12 – FLOATING.....	24
ARTICLE 13 – COMPENSATION	24
ARTICLE 14 – MINIMUM RATES	32
ARTICLE 15 – BENEFITS	32
ARTICLE 16 – HOLIDAYS	35
ARTICLE 17 – HEALTH AND SAFETY	35
ARTICLE 18 – EDUCATION BENEFITS.....	37
ARTICLE 19 – LEAVES OF ABSENCE	40
ARTICLE 20 – SUCCESSORSHIP	45
ARTICLE 21 – MANAGEMENT RIGHTS	45
ARTICLE 22 – SUBCONTRACTING	47
ARTICLE 23 – UNION SECURITY	47
ARTICLE 24 – WORK STOPPAGE	48
ARTICLE 25 – NOTICES TO THE PARTIES	49
ARTICLE 26 – SAVINGS CLAUSE.....	50
ARTICLE 27 – ENTIRE AGREEMENT.....	50
ARTICLE 28 – VACATION SCHEDULING	50
ARTICLE 29 – EMPLOYMENT & INCOME SECURITY	52

ARTICLE 30 – BARGAINING UNIT WORK..... 52
ARTICLE 31 – UNIFORMS 53
ARTICLE 32 – MEAL AND REST PERIODS 54
ARTICLE 33 – PARKING..... 54
ARTICLE 34 – TERM..... 55
APPENDIX A – DEPARTMENT GROUPINGS 56
APPENDIX A1 – SALARY SCHEDULE..... 57
SIDE LETTER OF AGREEMENT #1 – SUBCONTRACTING..... 59
SIDE LETTER OF AGREEMENT 60

PREAMBLE

Keck Medicine of USC (the “Employer”) and National Union of Healthcare Workers (the “Union”) hereby agree to become parties to the following collective bargaining agreement (hereinafter referred to as “Contract” or “Agreement”).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the following employees employed by the Employer in its ambulatory operations as follows:

- 1.1 Pursuant to the Certification of Representative, Case 21-RC-196308, employees in the following unit:
 - a. Included. All full-time, regular part-time, and per diem service and technical employees, Medical Assistants, Patient Access Representatives, Health Care Concierges, and Patient Advocates employed by the Employer at its START clinic located at 1520 San Pablo Street, Los Angeles, CA;
 - b. Excluded. All other employees, managers supervisors, confidential employees, guards, physicians, residents, skilled maintenance employees, business office clerical employees, employees of outside registries and other agencies supplying labor to the employer and already represented employees.

- 1.2 Pursuant to the Certification of Representative, Case 21-RC-195749, employees in the following unit:
 - a. Included. All full-time, regular part-time, and per diem service and technical employees, LVN/LPNs, schedulers, scheduling and support coordinators, medical assistants, program assistants, patient access representatives and administrative assistants employed by the employer in its Orthopedic Clinic located at 1520 San Pablo Street, Los Angeles, California.
 - b. Excluded. All other employees, managers, supervisors, confidential employees, guards, physicians, residents, skilled maintenance employees, business office clerical employees, employees of outside registries and other agencies supplying labor to the employer and already represented employees.

- 1.3 Pursuant to the Certification of Representative, Case 21-RC-194033, employees in the following unit:
 - a. Included. All full time, regular part-time and per diem technical employees, business office clerical employees, and non-professional employees employed by the Employer in the Outpatient MRI department and Radiology Diagnostic 1 department at its facilities currently located at 1510 San Pablo Street, Los Angeles, California and 1520 San Pablo Street, Los Angeles, California.

- b. Excluded. All other employees, managerial employees, confidential employees, registered nurses, physicians, other professional employees, skilled maintenance employees, residents, already represented employees, guards, and supervisors as defined in the Act.

- 1.4 Pursuant to the Certification of Representative, Case 31-RC-195282, employees in the following unit:
 - a. Included. All full-time, regular part-time, and per diem service and technical employees, schedulers, surgery schedulers/coordinators, scheduling coordinators, patient access representatives, and patient concierges employed by the employer at its facility located at 9033 Wilshire Blvd., Beverly Hills, CA 90211.
 - b. Excluded. All other employees, managers, confidential employees, physicians, residents, skilled maintenance employees, business office clerical employees, employees of outside registries and other agencies supplying labor to the employer, already represented employees, guards and supervisors as defined in the Act, as amended.

- 1.5 Pursuant to the Certification of Representative, Case 21-RC-194035, employees in the following unit:
 - a. Included. All full-time, regular part-time, and per diem technical employees, business office clerical employees, and non-professional employees employed by the Employer in the Clinical Reference Lab (referred to internally as Draw Station) at 1520 San Pablo Street, Los Angeles, California.
 - b. Excluded. All other employees, managerial, confidential employees, registered nurses, physicians, other professional employees, skilled maintenance employees, residents, already represented employees, guards, and supervisors as defined in the Act.

- 1.6 Pursuant to the Certification of Representative, Case 21-RC-205347, employees in the following unit:
 - a. Included. All full-time, regular part-time, and per diem coordinators – scheduling and specialists – referral services, employed by the Employer in its Oncology Services Department, Breast Health Center and Day Hospital, located at 1441 Eastlake Avenue, Los Angeles, California.
 - b. Excluded. All other employees, managers, supervisors, confidential employees, office clericals, guards, physicians, residents, skilled maintenance employees, employees of outside registries and other agencies supplying labor to the employer and already represented employees.

- 1.7 Pursuant to the Certification of Representative, Case 21-RC-200604, employees in the following unit:

- a. Included. All full-time, regular part-time and per diem service and technical employees, department secretaries, and endoscopy surgical technicians employed by the Employer at its Esophageal Lab at its facility currently located at 1520 San Pablo St., Building #640, Los Angeles, California.
 - b. Excluded. All other employees, physicians, registered nurses (RNs), business office clerical employees, skilled maintenance employees, guards, confidential employees, already represented employees, employees of outside registries and other agencies supplying labor to the Employer, managerial employees, and supervisors defined in the Act.
- 1.8 Pursuant to the Certification of Representative, Case 21-RC-209593, employees in the following unit:
- a. Included. All full-time, regular part-time, and per diem referral coordinators, admitting representatives, department secretaries, lead schedulers, licensed vocational nurses (LVNs), medical assistants, medical call center patient schedulers, and scheduling coordinators administrative services coordinators employed by the employer and providing patient services in the Transplant Department (Lung Transplant, Liver Transplant, Kidney Transplant, Heart Transplant, Transplant Clinic, Post-Transplant Clinic, and Transplant Administration) currently located at 1500 San Pablo Street, Los Angeles CA 90033, 1450 San Pablo Street, Los Angeles CA 90033, 1510 San Pablo Street, Los Angeles, CA 90033, and 1520 San Pablo Street, Los Angeles CA 90033.
 - b. Excluded. All other employees, physicians, residents, registered nurses (RNs), other professional employees, managerial employees, confidential employees, business office clerical employees, employees of outside registries or other agencies supplying labor to the Employer, employees already represented by a labor organization, guards, and supervisors as defined in the Act.

ARTICLE 2 – UNION REPRESENTATION

2.1 UNION STEWARD

- a. The Union shall provide the Employer with a written list of Union Stewards after their designation, and shall notify the Employer of changes on a quarterly basis. The Union shall designate one steward as Chief Steward. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.
- b. The functions of the Union Steward include the authority:
 - i. to settle or assist in settling problems arising in connection with the application or interpretation of the agreement;
 - ii. to resolve grievances at Step 1 or 2 of the grievance procedure; and

- iii. to serve as a Union representative for Weingarten meetings.
- c. Union Stewards shall perform their functions or Union-related activities on their own time except as provided for in Subsection 2.1(e) (Paid Release Time for Union Stewards) below. However, if a meeting is mutually agreed to with the Union Steward during the Steward's work shift, that time will be paid for by the Employer. If a Union Steward wishes to schedule a meeting with employees during the Union Steward's work shift, unpaid leave time shall not be unreasonably denied.
- d. Whenever a bargaining unit employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the grievance meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9-Grievance Procedure. Nothing in this provision overrides the grievance procedure as detailed in Article 9.
- e. Paid Release Time for Union Stewards
 - i. The Employer shall provide a maximum of four (4) hours per month of paid release time for three specifically authorized Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime.
 - ii. The four (4) hours provided may be utilized for monthly steward meetings, steward education, and steward training, designed to further the relationship between the Employer and the Union. At least fourteen (14) days prior to the posting of the staffing schedule, the union shall provide written notice to the HR Administrator, Ambulatory or his designee that paid release time is requested and the individuals for whom it is being requested. Paid release time is subject to staffing and scheduling needs. Stewards who are specifically authorized for paid release time will be permitted to leave their normal work to utilize these hours. The parties agree to work together on scheduling issues that may arise, including last minute scheduling changes by either party.
- f. Union Stewards shall not direct any employee as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any employee.

2.2 UNION ACCESS

One duly authorized Field Representative of the Union shall be permitted to enter the Employer at reasonable times for the purpose of observing whether this Agreement is being adhered to and/or to check on complaints of bargaining unit employees. The Union will notify the HR Administrator, Ambulatory or his/her designee who has been selected as the Field Representative. The Union Field Representative shall advise the HR

Administrator, Ambulatory or his/her designee of each visit upon entering the Employer and shall check in with the front desk for the respective clinic or department as follows:

UNIT	CHECK-IN AREA
START Clinic	HC2, 1st floor
Orthopedic Clinic	HC2, 2nd floor
Beverly Hills Clinic	Front desk in Suite 360
Laboratory	Lab registration window
Radiology	HC2, Lower Level

If the Director of Employee and Labor Relations or his/her designee is not on site and/or on duty, the Union Field Representative will call and/or page the HR Administrator, Ambulatory or his/her designee. The Union Field Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. When at the Employer's facilities the Union Field Representative will wear his/her Union Representative badge issued by the Employer visibly displayed above the waist, in accordance with policies applicable to all employees.

- a. In the following special circumstances: steward elections, steward meetings, and steward trainings, one (1) additional Union Field Representative will be allowed access to a conference room that has been reserved in accordance with Section 2.4 below, provided the HR Administrator, Ambulatory is given at least one-week advance notice.
- b. The Union Field Representative shall not interfere with the work of any employee. This shall not prevent the Union Field Representative from conferring with a bargaining unit employee and his/her supervisor or an Employer representative on Employer's time in connection with the complaint or problem concerning the employee.
- c. During the term of the Agreement, if the Employer believes that a Union representative is violating the limitations on access as set forth above, the Employer may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Employer's concerns. This meeting will be held in person or telephonically within twenty-four (24) hours of the Employer's request. In the event that the Employer's concerns are not resolved to the Employer's satisfaction within forty-eight (48) hours of its request for such a meeting, the Employer may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

2.3 DESIGNATED POSTING SPACE

In departments where NUHW bargaining unit members work, an 8 ½ x 14 posting space will be provided in currently existing non-public employee break rooms. The bulletin board and designated break room space is for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education,

and social events. No materials which are derogatory of the Employer, management, or the University of Southern California shall be posted.

2.4 USE OF EMPLOYER CONFERENCE ROOMS

The Employer shall provide the Union reasonable access to on-site conference rooms upon request, based upon availability, in accordance with scheduling procedures below:

- a. The Employer will provide the Union with a maximum of eight (8) hours per month of conference room access for Employer and employee meetings or conferences regarding union business related to the Employee.
- b. The Union must schedule such conference room usage in accordance with the conference room scheduling practice of the Employer. The Employer is not required to displace or bump groups or organizations that have scheduled conference room usage or otherwise have established periodic meeting schedules.
- c. Up to a total of six (6) hours per year of conference room time which is not utilized in the appropriate month may be utilized at a later date. After these hours are utilized, additional unused hours cannot be banked for later usage. Any unused hours will be lost if not used by the end of the calendar year.

For example, if in January the Union utilizes only two (2) hours of its conference room time, it may bank six (6) hours. Subject to the scheduling procedure noted above, the Union may utilize those six (6) hours in subsequent months. If in any subsequent month the Union again does not utilize its full 8 hours of conference room time, it may not utilize these additional unused hours to add to or replenish its 6-hour bank.

2.5 EMPLOYEE ORIENTATION

- a. The employer will allow a Union steward or Union representative up to thirty (30) minutes during the general part of the Employer's orientation program for new employees to discuss the Union and the terms of the collective bargaining agreement. Such time will normally be scheduled immediately prior to the lunch break, or as the final item on the orientation program agenda.
- b. In connection with Subsection 2.5(a) above, the Union steward shall be released from work without loss of pay to participate provided that patient care permits. Where such orientation program is regularly scheduled such release should normally occur.
- c. The Hospital will make available the items described below along with other orientation materials provided to new Employees in the bargaining units represented by the Union subject to timely prior receipt of such materials from the Union:
 - i. Copy of the applicable collective bargaining agreement.
 - ii. Copy of a Union membership application and dues authorization card.

- iii. List of Union Stewards, prepared by the Union, showing their departments and/or work areas and telephone numbers.

2.6 BARGAINING UNIT LISTS

On a monthly basis, no later than the tenth (10th) of the month, the Employer will provide the Union with a complete list of employees, which will include deletions, including terminations and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for such Employees: name, home address, cell phone numbers, email address, date of termination and the reason for termination (e.g., resignation, discharge, layoff, retirement), social security number on an as needed basis, Employer issued employee identification number, classification, job title, department, cost center, base rate, date of hire, shift, and status (e.g., regular full-time, regular part-time, per diem, temporary).

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of, or by reason of, any action taken by the Employer in providing the Union with the information set forth in the paragraph above or otherwise complying with said paragraph.

ARTICLE 3 – EMPLOYEE STATUS

3.1 FULL-TIME EMPLOYEE

A regular Full-Time Employee is an Employee who is not in a temporary status and is regularly scheduled to work thirty (30) hours or more per work week. Regular Full-Time Employees are benefits eligible.

3.2 PART-TIME EMPLOYEE

A regular Part-Time Employee is an Employee who is not in a temporary status and is regularly scheduled to work at least twenty-four (24) but less than thirty (30) hours per work week. Regular Part-Time Employees are benefits eligible.

3.3 PER DIEM EMPLOYEES

A Per Diem Employee is an Employee who has executed the Employer's Per Diem Agreement and who is not a Regular full-time or Regular Part-time Employee. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation any vacation or other paid time off, with the exception of sick time, except that they may participate in the applicable retirement plan if they meet the qualification/eligibility requirements of the plan.

3.4 TEMPORARY EMPLOYEE

A Temporary Employee is one who is hired to work either part-time or full-time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on a leave of absence or for a short term project when bargaining unit Employees have been solicited and the need cannot be filled without incurring overtime or other premium pay. The specified period of employment for a Temporary Employee shall not extend beyond one-hundred and twenty (120) calendar days. The one-hundred and twenty (120) calendar days may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. This period may not be extended by the use of temporary assignments beyond a twelve (12) month period. Temporary Employment lasting for more than the period above or any extension agreed upon shall be reclassified as a regular hours position and shall be posted as a job vacancy in accordance with Article 5 (Job Vacancies and Posting). Additional hours, beyond the originally scheduled hours for the temporary position, shall be offered to temporary employees as a last resort, meaning if those hours cannot be filled by other bargaining unit employees, or cannot be filled without incurring overtime or other premium pay. If the hours can only be filled by incurring overtime, then any overtime hours shall be awarded based on the provision in Article 11 dealing with assigning overtime hours. Any additional hours worked by a Temporary Employee shall not be used to qualify for reclassification as outlined in Section 3.5.

3.5 RECLASSIFICATION OF HOURS

- a. Part-time or Per Diem Employees who are working a regular full-time schedule for ninety (90) days or more, in the same classification and department shall cause a reclassification of the additional hours to Regular hours if he/she is not working such hours as approved in accordance with Subsection 3.5(c), below. The additional regular hours will be posted as a vacancy in accordance with Article 5 (Job Vacancies and Posting).
- b. A Per Diem Employee working regular hours as described in Subsection 3.5(a) above may continue to work in a per diem capacity subject to agreement between the Employer, the Union, and the Per Diem Employee.
- c. This Section 3.5 does not apply to any hours worked by Part-time or Per Diem employees who are filling in for leaves of absence, transitional work time, or similar protected leaves.

ARTICLE 4A – SENIORITY

4A.1 SENIORITY DEFINED

- a. How Calculated. The Employer will recognize seniority from the employee's most recent uninterrupted date of hire into ambulatory services at Keck. An employee's seniority will be interrupted if he/she suffers a loss of seniority under Section 4A.2

below. An employee's hire date is not interrupted if he/she is on an approved leave of absence. No employee shall suffer any reduction in seniority as a result of the execution of this Agreement except as provided for in this Agreement.

- b. Per Diem Employees. Per Diem Employees shall accrue seniority from their most recent date of employment only for use within the Per Diem Employee pool.
- c. Change of Status. An employee who changes his/her status from Per Diem status to a regular Full/Part-Time status or a regular Full/Part-Time status to Per Diem status after the effective date of this Agreement retains his/her applicable seniority date.
- d. Return to Unit. Any bargaining unit employee who accepts a non-bargaining unit position with the Hospital may return to the bargaining unit without a break in seniority, provided that there exists a vacancy to return to and that such return occurs within ninety (90) days of the acceptance of the non-bargaining unit position.
- e. Seniority List. The Employer shall maintain seniority lists, which will be provided to the Union monthly. In addition, employee seniority lists by department will be updated and available in each department quarterly or upon request by the Union.

4A.2 LOSS OF SENIORITY

Seniority shall be lost by:

- a. Termination for cause;
- b. Failure to return from a leave of absence;
- c. Voluntary resignation;
- d. Lay-off with no recall within twelve (12) months;
- e. Termination of employment without rehire within twelve (12) months.

ARTICLE 4B – REDUCTIONS IN FORCE AND RECALL

- 4B.1 In a reduction in force and subsequent recall, the principle of seniority, as defined in Article 4A-Seniority, shall govern, providing that abilities are adequate.
- 4B.2 A reduction in force shall be defined as the elimination of an employee's position in a department, a reduction in headcount in a department, or a reduction from Full-Time to Part-Time or to Per Diem status. A reduction in hours of a Full-Time or Part-Time employee(s) which results in an employment status change to Per Diem or results in the loss of the Health Plan or Paid Time-Off Coverage is also deemed to be a reduction in force.
- 4B.3 Reduction in force language outlined in this Article will only apply to Full-Time and Part-Time employees, except as otherwise specifically referenced.

4B.4 In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):

- a. Step One. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive full severance benefits. An affected employee may elect to be placed in per diem status at any time during Steps 1 - 5 of the reduction in force process outlined below. An employee who elects either status will retain his/her recall rights.
- b. Step Two. The affected employee(s) may apply for and will be given any open position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining Unit. Affected employees may exercise this option at any time during Steps 1 - 5 of the reduction in force process, which shall supersede the bidding process. An affected full-time employee, at his/her option, may be placed into any vacant part-time position in the above order, provided he/she meets the position requirements.
- c. Step Three. The affected employee(s) will be placed into any vacant position of the same employment category, pay, shift, and classification provided he/she meets the position requirements within the Bargaining Unit. Employee(s) placed into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights. If an employee rejects an open comparable position offered at this Step, then the employee will forfeit all displacement rights. Such refusal would result in the employee being laid off and the forfeiture of recall rights, however, such employee shall be eligible to receive full severance benefits.
- d. Step Four. Employees who do not qualify for placement in Step 2 or Step 3 may displace the least senior employee in his/her current classification and employment category, provided he/she meets the minimum position requirements, in the following order:
 - i. Department (as defined in Appendix A-Department Groupings)
 - ii. Ambulatory services
- e. Step Five. If there is no less senior Employee in his/her current classification, the Employee may displace the least senior employee in another classification if the employee affected by the reduction in force has worked in the other classification within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the Employer, and is able to satisfactorily perform the job with minimal orientation.

No recall rights will be given to any employee who rejects to displace another employee in his/her classification, shift, and employment category in their Department or the Employer. An affected Full-Time employee, at his/her option and at any time within the Steps above, may elect to displace the least senior benefited part-time employee or an employee on another shift in his/her classification, or return

to his/her former classification, provided he/she meets the minimum position requirements.

Definition of Departments for Reduction in Force is established in Appendix A and made a part of this Agreement hereto.

4B.5 RECALL

- a. An employee on layoff status or whose status was changed as a result of a reduction in hours, shall have recall rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had his/her employment category reduced. Recall will be by seniority, as defined in Article 4A.
- b. Employees placed into a position on a different shift, employment category, or former classification in Step 3, Step 4, or Step 5 shall have rights to return to his/her former shift, employment category and classification (within the Bargaining Unit), under the recall rights provisions for the defined "recall" period. If an employee rejects the open comparable position, then the employee will be taken off the recall list.
- c. A laid off employee may refuse a job offer and retain full recall rights if the job is not comparable in employment category, shift, classification, and pay to his/her former position at the time of layoff. Additionally, a laid off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable employment category, shift, classification, and pay at the time of layoff.
- d. In order to be eligible for recall, the employee must keep the Employer informed as to his/her current address and current telephone number. Recall notice to employees on layoff shall be sent by certified mail, return receipt requested, to the employee's last known address, with a copy sent to the Union. The employee must return from layoff within ten (10) working days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the employee or the Union, or lose all recall privileges.

4B.6 PER DIEM REDUCTION IN FORCE

In the event of a reduction in force, Per Diem positions shall be reduced before any Full-Time or Part-Time positions. The number of Per Diem employees in the classification(s) in which reductions are needed will be laid off in inverse order, using Per Diem seniority.

4B.7 REDUCTION IN FORCE NOTICE

The Employer agrees to give the Union and each employee as much notice of a reduction in force as possible, and shall provide such notice immediately upon the Employer's knowledge and/or realization of the need to implement reductions in force which will affect Bargaining Unit employees. In no event, shall notice be given to the Union and each employee less than two (2) weeks before any implementation of a reduction in force. WARN notices shall be provided if required by State or Federal law.

4B.8 APPLICATION OF REDUCTION IN FORCE PROCEDURE

The parties recognize that reductions in force are extremely serious matters and that even well intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure in a specific reduction in force application should the need arise.

4B.9 SEVERANCE PAY

- a. Severance pay will be provided to a regular Full-Time and regular Part-Time Employee whose employment is terminated as a result of a reduction in force provided he/she executes the Employer's standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the Employee's current base rate and partial years will not be prorated.
- b. Effective beginning the date of this Agreement, an Employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g. the Employee who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks' less of severance pay in the future).

ARTICLE 5 – JOB VACANCIES AND POSTING

5.1 POSTING OF VACANCIES

When a vacancy subject to this Agreement occurs in any clinic, unit, or department, a notice of that vacancy shall be posted on the intranet for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours, shift, and primary assignment and work duties (where applicable). This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled. The Employer may hire a new external employee for any vacancy for which no qualified internal bargaining unit employee has applied within the seven (7) day period.

5.2 APPLYING FOR POSTED VACANCIES

Any current Employee who has completed his/her probationary period may apply for a posted vacancy by applying through the Employer's online application system. Probationary Employees may apply for posted vacancies within the same clinic, unit, or department only, and only with Employer approval, which shall not be unreasonably withheld.

5.3 PREFERENCE ORDER

- a. Preference among those applying shall be given in the following order among applicant Employees from the same preference level:
 - i. Full-Time and Part-Time Employees by seniority from within the bargaining unit, including Full-Time and Part-Time Employees on layoff and regular Employees who remain on the Per Diem list who have been laid off. Where there are two employees with the same qualifications, seniority shall govern.
 - ii. Per Diem Employees by seniority from within the bargaining unit. For purposes of this Section, date of hire shall be substituted for Seniority for Per Diem Employees. Where there are two employees with the same qualifications, seniority shall govern.
 - iii. Other applicants.

The Employer shall be the sole judge of the fitness of any applicant.

- b. Departments Defined for Job Posting Purposes. Set forth in Appendix A, which is made a part of this agreement here to.
- c. Notification of Selection. Employees submitting a written bid for a posted vacancy under this Subsection shall be timely informed by the Hospital whether or not they are awarded the position.
- d. Applicability. It is understood that the applicability this Section is limited to vacancies in Bargaining Unit positions and not day to day assignments arising from rotation of personnel, paid time off, or sickness relief. Appendix A-Department Groupings shall not apply to any such temporary assignments.
- e. Employees expected to be on vacation for a period of more than seven (7) days may submit an Application for Promotion and Transfer Form for a potentially available position. Such request must be submitted in writing to the Human Resources Department. It is understood that any written request under this Section is limited to vacancies or potential vacancies in permanent positions subject to this Agreement. When completing the Hospital required form, the Employee shall be responsible for providing contact information. Should the Employee qualify for the position during this period, the Hospital shall contact them and the Employee must be available for an interview in person or by telephone within seven (7) business days of notification.
- f. Evaluation Period after Promotion or Transfer. Employees who are promoted to a new position or who transfer to another position through the posting process shall have orientation as necessary, and such Employees shall have up to thirty (30) days of evaluation of their performance. If, at any time within the thirty (30) day period, the Employee fails to perform satisfactorily, such Employee shall be returned to his/her former position including shift, assignment, and scheduled hours without loss of

seniority, provided that the position still exists; if the position no longer exists, such Employee will be returned to an open position that is nearly comparable to the former position including shift, assignment, and scheduled hours, as possible in Ambulatory Operations.

ARTICLE 6 – NON DISCRIMINATION AND HARASSMENT

6.1 DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any Employee/applicant because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, union status, or any other characteristic protected by applicable state and federal laws including, the California Fair Employment and Housing Act, Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

6.2 HARASSMENT

- a. The Employer and the Union are committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, gender identity, or any other legally protected characteristic.
- b. The Employer will take all reasonable steps to protect any Employee who, in good faith, reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is substantiated, appropriate remedial steps will be taken in an effort to stop the harassment and prevent its recurrence.

6.3 REMEDIES

- a. Any Employee who believes to have experienced unlawful harassment, discrimination, or retaliation or to have been unfairly accused of engaging in discrimination or harassment must, as a prerequisite to any relief, make use of the complaint and investigative, and appeal, procedures provided by the Office of Equity and Diversity of the University of Southern California ("OED").
- b. After a final decision as to the outcome of the complaint and the Employer has taken final action pursuant to that decision, an Employee who is not satisfied with the results of that investigation, or any actions taken or not taken by the Employer pursuant to that investigation, may either pursue the grievance procedures set forth in Article 9 of this Agreement or, in the alternative, such other legal or arbitral forum that might be available to the employee, but not both.

ARTICLE 7 – UNION NON DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any Employee because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

ARTICLE 8 – COMMITTEES FOR QUALITY CARE AND WORKING ENVIRONMENT

8.1 ADEQUATE STAFFING LEVELS

The Employer reaffirms its practice to maintain adequate staffing levels. The Employer shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.

8.2 QUALITY OF CARE COMMITTEE

- a. Committee Composition. Ambulatory Operations and the Union agree that quality patient care and an appropriate working environment require adequate staffing. In recognition of the foregoing, the Employer will establish a committee comprised of three (3) bargaining unit employees selected by the Union and comprised of three (3) management employees selected by the Employer. In addition to these committee members one (1) designated Union Field Representative and one (1) designated HR Representative may participate in the meeting. The parties may mutually agree to expand the number of representatives to this committee as the need arises. The Union shall use its best efforts to recruit Committee members from various departments or units. No more than one employee from any grouping shall be a committee member at any given time.
- b. Purpose. The purpose of this committee is to discuss the quality of patient services and to make recommendations to improve patient service in the context of work design, if applicable or in the current method of system of patient services delivery. The function of the Committee is also to constructively discuss the quality of the working environment and ways and means to improve patient service and safety and health conditions which affect patient service.

It is further agreed that the Committee may make recommendations to the Employer, but management reserves the right at its sole discretion to determine whether to implement any such recommendations.

- c. Meetings. The Employer will allow three (3) hours per quarter of paid time for each employee member of the committee to attend meetings. Hours spent attending a committee meeting will not be included for purposes of determining whether an employee has worked overtime.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 DEFINITION

- a. Grievance. A grievance is a dispute over the interpretation, meaning or application of a specific provision of this agreement.
- b. Employee Grievance. An Employee grievance is a grievance filed by the Union on behalf of any employee.
- c. Union Grievance. A Union grievance is a grievance filed by the Union on its own behalf.
- d. Ambulatory Grievance. An Ambulatory grievance is a grievance filed by the Employer.

Ambulatory grievances shall be commenced at Step 2.

9.2 PROCEDURE

- a. **Step 1**. An Employee must make a reasonable effort to resolve any possible dispute informally in a discussion with the Employee's immediate supervisor, or with the Director of the Department in which the Employee works. If an Employee is unable to resolve the possible grievance, the Union Steward (if requested by the Employee) and the Employee will have a discussion with the Manager/Regional Director. This requirement must be satisfied before a written grievance is submitted at Step 2. Under no circumstance will the time to file a written grievance under Step 2 be extended to accommodate the Step 1 meeting.

If the grievance is the result of a suspension or termination, the grievance may begin at Step 2.

- b. **Step 2**. If an Employee or Union grievance cannot be resolved informally, it shall be reduced to writing. The written grievance shall be submitted to the HR Administrator, Ambulatory or his/her designee within thirty (30) calendar days after the event on which the grievance is based. Each grievance will be assigned a case number by the HR Administrator, Ambulatory or his/her designee. All subsequent communication regarding the grievance must include this case number. The written grievance form must:
 - i. allege the violation of a specific provision or provisions of this Agreement; and
 - ii. set forth all factual grounds upon which the allegation is based, including the date of the alleged violation.

Within fifteen (15) business days after receipt of the written grievance, a meeting shall be held with the HR Administrator, Ambulatory or his/her designee to discuss the grievance. In the case of any employee grievance both the grievant and the Union

Steward or Field Representative may be present at the meeting. Within ten (10) business days after the meeting, the designated representative of the party charged with the violation shall respond to the grievance in writing.

Employer grievances shall begin at Step 2. The Employer must discuss its grievance with the duly authorized Field Representative in an effort to resolve the dispute. This requirement must be satisfied before the Employer submits the grievance to arbitration in Step 3.

- c. **Step 3.** If the response of the party charged with the violation in Step 2 is not satisfactory to the other party, the other party may submit the grievance to arbitration by providing notice in writing of its intent to do so. In order to be timely, the notice to the charged party must be received within twenty-one (21) calendar days after the receipt of the Step 2 response. All notices are deemed received five (5) days after the date of mailing.

9.3 ARBITRATION

- a. An impartial arbitrator shall be selected from the following panels of arbitrators:
Fred Horowitz, Robert D. Steinberg, Michael Prihar, Doug Collins, Jill Klein, Jan Stiglitz, and Sara Adler.
- b. The arbitrator will be selected by going to the first arbitrator on the list. The arbitrator must be notified of his selection by a joint letter signed by both parties. Once the selection letter has been sent, the arbitrator's name goes to the bottom of the list, even if the arbitration is never commenced and/or completed. The next arbitration will go to the arbitrator next in order on the list. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the non-grieving party of the appeal to arbitration.
- c. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
- d. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. The Arbitrator shall not have authority to:
 - i. amend or modify any provision of this Agreement; or
 - ii. render an award on any grievance arising before the effective date, or after the termination date.

In the event an unfair labor practice charge is deferred to arbitration, the arbitrator shall have the authority to resolve the unfair labor practice charge under the then applicable standard of the National Labor Relations Board.

- e. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of neutral facilities shall be borne equally by the Employer and the Union.

9.4 TIME LIMITS

The time limits and other procedural requirements set forth in this Article must be strictly adhered to. No request for extension may be considered unless submitted before the expiration of the applicable time limit. If either party fails to respond to a grievance within the applicable time limits, (including any extensions) the grievance may be appealed immediately to the next step. In the event of a dispute over whether any party has failed to adhere to any timing or formal requirements of this Article, the other party may insist upon bifurcation of the arbitration with one arbitrator determining whether the grievance is arbitrable and a different arbitrator, if necessary, issuing an award on the merits.

ARTICLE 10 – DISCIPLINE

10.1 JUST CAUSE

The Employer may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 9.

10.2 PROGRESSIVE DISCIPLINE

Unless circumstances warrant more severe actions, the Employer will attempt to utilize a system of progressive discipline. Progressive steps may include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment.

10.3 INVESTIGATORY SUSPENSION

No employee shall be held in unpaid investigatory suspension for more than 7 calendar days.

10.4 WRITTEN DISCIPLINARY ACTION

A written warning is a document designated as such by the Employer. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

10.5 DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES

- a. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case where the Employer and the Union agree to revise personnel record disciplinary material, the Employer shall, upon request, provide evidence of the revision.
- d. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance. Specific to excessive occurrences of attendance or punctuality, no disciplinary documents shall be utilized for progressive discipline beyond twelve (12) months of its issuance.

10.6 ADDITIONAL REPRESENTATION RIGHTS

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the Employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Field Representative or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

10.7 PROBATIONARY EMPLOYEES

An employee will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Employer's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the employee and the Union.

ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING

11.1 STATE AND FEDERAL WAGE AND HOUR LAWS

The Employer will comply with all applicable local, State, and Federal wage and hour requirements.

11.2 WORKDAY AND WORKWEEK

- a. A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:00 midnight each day.
- b. A workweek is defined as the seven (7) calendar day period that starts at 12:00 midnight on Sunday and ends at 11:59 p.m. the following Saturday.
- c. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Employer to comply with such laws so long as such changes are not designed to evade the overtime requirements.
- d. Nothing herein shall be deemed or construed to change the Employer's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for purposes of calculating for overtime compensation.
- e. Each employee will receive two (2) consecutive days off each week. Provided that the days off may be split or rotated at his/her written request, or for eight (8) hour shift employees, in order to achieve every other weekend off scheduling.

Except in a department(s)/unit(s) where an employee(s) is regularly scheduled to be on standby/on-call status, no employee will be scheduled to work in excess of five (5) consecutive days without his/her consent.

11.3 PAYROLL PERIOD

The payroll period will consist of a fourteen (14) day period that begins on Sunday at 12:00 midnight and ends on Saturday of the following week at 11:59 p.m.

11.4 OVERTIME

- a. Mandatory Overtime. Overtime and shifts beyond the employee's schedule shall be in accordance with state law or regulations.

The Employer shall make every reasonable effort to avoid mandatory overtime. In cases where mandatory overtime is required it shall be done in the following order:

- i. Registry
- ii. Volunteers
- iii. Temporary Employees
- iv. Per Diem Employees
- v. Part-Time Employees
- vi. Full-Time Employees

Overtime shall be given using the same procedure as in Call Off/Flexing Section below.

- b. An employee must obtain supervisory approval prior to working any hours that would require the payment of overtime unless to do so would jeopardize patient care. An employee unable to obtain prior authorization must document the reason in Kronos on the day the overtime was incurred and must verbally notify his/her supervisor of the situation prior to leaving at the end of the shift.
- c. Employees working overtime shifts will not be cancelled on their regularly scheduled day, by the employer, in order to avoid paying premium pay, on the following week.

11.5 SHIFTS

- a. “8 and 40” Work Schedule. An employee who is assigned to an “8 and 40” work schedule will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked after the first eight (8) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- b. Ten (10) Hour Shifts. An employee who is assigned to work ten (10) hour shifts will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- c. Regular Rate. For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.
- d. Split Shift. The Employer will not split shifts once an employee has reported to work.

11.6 WORK SCHEDULES AND POSTING

- a. The Employer will maintain regularly scheduled hours. The schedule will be available to employees through the electronic timekeeping system. Such schedules will cover a minimum period of four (4) weeks. Work schedules will be posted fourteen (14) days in advance of their commencement dates. For those employees whose schedules are fixed, they will be exempt from this requirement. For those employees who clinic schedules vary from week to week, this fourteen day (14) day minimum posting applies.
- b. Changes to the regular schedule will be made only by agreement between the employee and the Employer. Requests by employees for changes to an approved schedule must be made and approved in writing or online via the scheduling program, if applicable by the department Director or his/her designee.

- c. A regularly scheduled employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled employee provided they have substantially equal competencies. Such trades are subject to the written or electronic approval of the department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade will not be approved if it would increase overtime or extra shift premium costs for the Employer.
- d. Should the Employer determine that it is necessary to change/revise a schedule(s) for more than sixty (60) minutes, and if the changes affect more than three (3) current employee(s) in positions covered by the CBA, the Employer agrees to notify the Union in writing no less than thirty (30) days prior to the implementation date. If the Union requests, the Employer will meet with the Union Steward and Union Representative to make a reasonable attempt to review/revise the schedule so as to have the least impact on the fewest number of full-time and part-time staff possible. None of the foregoing shall affect the Employer's ability to make any changes or exercise any rights provided for in Article 21-Management Rights.

11.7 WEEKEND SCHEDULING

The Employer will notify the union no less than 30 days of its intent to change and/or add weekend scheduling to the work schedule. The Union and the Employer shall meet within this period of time to begin discussions and negotiations on pay.

11.8 CALL-IN PROCEDURE

An employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur. An employee calling in less than two (2) hours prior to the commencement of an absence may be required on request to provide reasonable substantiation to explain why such absence could not have been called in earlier by the employee or another person acting on his/her behalf. Compliance with this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

11.9 CALL OFF/FLEXING

- a. Call Off/Flexing as Time Worked. If an employee is cancelled or volunteers to take time off, the hours that an employee was scheduled to work shall count as time worked for the following, including but not limited to:
 - i. Vesting and service credit under the retirement (403b) plan;
 - ii. Waiting periods under health insurance and other fringe benefit plans;
 - iii. Vacation and sick time accruals.
- b. Order of Call Off/Flexing. Subject to patient care staffing needs, including adequate qualifications of employees, when it is necessary and unavoidable to call off an employee, the Employer shall Call Off/Flex employees in the following order:

- i. Registry
 - ii. Volunteers
 - iii. Temporary Employees
 - iv. Per Diem Employees
 - v. Part-Time Employees
 - vi. Full-Time Employees
- c. Within each category above, Call Off/Flexing shall be by rotation beginning in reverse order of seniority, with the exception of Volunteers who will be Called Off/Flexed Off in seniority order, provided the remaining employee(s) are able to perform the work. Unit or department Call Off/Flexing rotation list shall be maintained, posted and made available to Union Stewards and Staff Representatives, upon request.

Each instance of Call Off/Flexing is considered an incident, regardless of the number of hours not worked as a result of Call Off/Flexing.

- d. The Employer will accept volunteers for Call Off/Flexing before any other employees provided that such voluntary Call Off/Flexing does not result in retaining an employee at premium pay who would have been Called Off/Flexed if the Employer had followed the list above, unless the Employer permits.
- e. Call Off/Flexing Notice. For employees called off before the shift commences, the Employer will attempt to Call Off/Flex Employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a Call Off/Flex during the shift, when necessary.
- f. Call Off/Flexed Employees Off the Schedule. Once called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work.

11.10 NO GUARANTEE

Nothing in this Agreement shall be construed to constitute a guarantee of hours of work per day or per week or of days of work per week.

11.11 NO PYRAMIDING

There will be no pyramiding of overtime and premium payments for the same hours worked.

ARTICLE 12 – FLOATING

12.1 DEFINITION

Floating is defined as the temporary reassignment of a staff member within the bargaining unit to a department other than the department into which he or she was hired. Consistent with this definition, this Article does not apply where an employee is assigned to a physician who works at multiple locations and, as a consequence, the employee regularly works at multiple locations.

12.2 FLOATING ORDER

Employees shall float in the following order:

- a. Registry
- b. Volunteers
- c. Temporary Employees
- d. Per Diem Employees
- e. Part-Time Employees
- f. Full-Time Employees

12.3 FLOATING ROTATION

The order of float for employees will be on a rotational basis within each of the categories of employees described above. Nothing shall preclude any employee from volunteering to float outside of his/her rotational order.

12.4 FLOATING CONDITIONS

Floating shall be subject to the following conditions and limitations:

- a. Orientation. Fully qualified employees may be floated within the bargaining unit provided the employee has received orientation and has demonstrated current competency in providing care to patients.
- b. Compliance with Law. Floating of employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.
- c. Voluntary Floating. Any floating outside the Bargaining Unit shall be voluntary only.

ARTICLE 13 – COMPENSATION

13.1 IMPLEMENTATION OF WAGE RATES

- a. Effective ratification of the contract, the Employer will adopt the salary schedule set forth in Appendix A1. New hires will be placed at the appropriate wage for their job

titles and years of experience using the Appendix A1 wage step in effect on the date of hire.

- b. All bargaining unit employees shall receive a ratification lump sum bonus of \$850.00 each, no sooner than the end of the fourth pay period following ratification.
- c. Effective no sooner than the end of the fourth pay period following ratification of the contract:
 - i. Any employee whose hourly wage rate is at or above the minimum on Appendix A1 that reflects his or her classification and years of continuous service at the Employer since their most recent date of hire shall have his or her hourly wage rate increased by 3%.
 - ii. Any employee whose hourly wage rate is below the step on Appendix A1 that reflects his or her classification and years of continuous service with the Employer shall have his or her hourly wage rate increased to a maximum of 9% or to a step that reflects the minimum rate for the employee's classification and years of continuous service with the Employer since the employee's most recent date of hire on Appendix A1. No employee subject to this Subsection 13.1(c)(ii) will receive an increase of less than 3%.
- d. Effective the first pay-period following May 1, 2019:
 - i. Any employee whose hourly wage rate is at or above the minimum on Appendix A1 that reflects his or her classification and years of continuous service with the Employer since their most recent date of hire shall have his or her hourly wage rate increased by 3%.
 - ii. Any employee whose hourly wage rate is below the minimum on Appendix A1 that reflects his or her classification and years of continuous service with the Employer shall have his or her hourly wage rate increased to reflect the minimum rate for the employee's classification and years of continuous service with the Employer since the employee's most recent date of hire. No employee subject to this Subsection 13.1(d)(ii) will receive an increase of less than 3%.
- e. Effective the first pay-period following May 1, 2020:
 - i. Any employee whose hourly wage rate is at or above the minimum on Appendix A1 that reflects his or her classification and years of continuous service with the Employer since their most recent date of hire shall have his or her hourly wage rate increased by 3%.
 - ii. Any employee whose hourly wage rate is below the minimum on Appendix A1 that reflects his or her classification and years of continuous service with the Employer shall have his or her hourly wage rate increased to reflect the minimum rate for the employee's classification and years of continuous service with the

Employer since the employee's most recent date of hire. No employee subject to this Subsection 13.1(e)(ii). will receive an increase of less than 3%.

13.2 PER DIEM EMPLOYEES

Effective no sooner than the end of the fourth pay period following ratification of the contract, Per Diem Employees will receive a 3% hourly wage increase. Per Diem raises will be effective every year thereafter beginning May 1, 2019 for the duration of this CBA.

13.3 MODIFICATION OF WAGE SCALES

During the term of this agreement, if the employer modifies the following wage scales: Asst-Laboratory, Asst-Lab Non-Phlebotomy, LVN/LPN, Tech-CT, Tech-Endoscopy, Tech-Med Lab (MLT), Tech-MRI, Tech-Rad, Tech-Rad Sr., Tech-Special Procedure, Tech-Ultrasound and Tech-Vascular at Keck Hospital and/or Norris Hospital, then it is agreed that the more favorable conditions will become effective under the terms and conditions of this agreement.

13.4 PAY PRACTICES

a. Pay Rate Upon Promotion

- i. A promotion is defined as a change in classification or classification level to a higher rated position in which the rate of pay of the new classification as set forth in Appendix A1 exceeds the employee's current rate of pay. A promotion must always result in an increase of pay of at least five percent (5%) or to the classification rate of pay set forth in Appendix A1, whichever is greater. Incumbent employees, similarly situated within the job classification, will not be brought up automatically to the promoted employee's wage rate based on the five percent (5%) promotion increase.
- ii. Pay raises to promoted employees referenced herein shall be effective on the date the promoted employee assumes the duties of the new classification.

b. Pay Rates Preserved

- i. Should an employee be placed in a lower paid job classification for a reason other than a reduction in force, bumping, or the employee's choice, the employee shall be placed on the wage scale set forth in Appendix A1 in the appropriate step based on years of service. However, the employee shall suffer no reduction in their wage rate.
- ii. No wage or benefit increases will be provided following the expiration of this Agreement, except as may be established as a result of future bargaining. The purpose of this language is to preclude any claim that this Agreement establishes a pattern of increases in wages, health fund contributions, or service charges that continues automatically after the contract expires.

13.5 JOB CLASSIFICATIONS AND RECLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the Employer. The Employer shall timely notify the Union of all meaningful changes to job content and responsibilities. In the event an employee believes his or her job is inaccurately described or that it has changed and, as a result of that change, should be upgraded, the employee may appeal such rating and seek an upgrade by bringing such claim to the attention of his/her supervisor. If a satisfactory resolution is not forthcoming at that level, the matter may be appealed by the union through the grievance procedure and, if necessary, to arbitration. In the event it is determined that a wage increase is in order, the adjustment shall be retroactive to the implementation date of the subject job changes.

13.6 PAYDAY AND PAYCHECK

- a. Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a University holiday, in which case the payday will be Thursday.
- b. The Employer will continue its current practice regarding the direct deposit of paychecks.
- c. Where an error by the Employer results in paycheck underpayment, upon employee request, such error will be corrected by the close of business on the next business day. However, where the underpayment results from an employee error, it will be corrected on the next paycheck.
- d. The Employer will comply with its obligations under state law regarding paycheck stubs.

13.7 BONUSES

a. Referral Bonus

The Employer will continue its current practice of paying referral bonuses on an as-needed basis. In the event a referral bonus is to be instituted, modified or discontinued, notice will be given to the Union.

b. Certification Bonus

Effective upon ratification of this agreement:

- i. The Employer will pay advanced certification recognition bonus to eligible bargaining unit employees in certain job classifications in accordance with the following:

Certain Licensed/Certified Employees who have been actively employed in a regular full-time or part-time benefit eligible position for the previous six (6) consecutive calendar months and who obtain a recognized advanced certification

that has been pre-approved in writing by the Employer will be eligible to receive certification recognition bonus consideration.

- ii. Eligible employees can receive certification bonuses for up to a maximum of two (2) qualifying certifications.
- iii. Certifications must be directly related to the area in which the employee regularly works in order to be eligible for recognition bonus compensation. Determination of whether the certification is sufficiently related to the employee's regular work assignment will be made by the Employer. Certifications that are a minimum requirement of the job as established by the Employer or are required by law or regulation are not eligible for bonus consideration.
- iv. Certification Recognition Bonuses will be paid to eligible employees as follows:
 - (a) Initial Certification (the first time an employee has acquired the certification while an eligible employee at the employer): The initial Certification Recognition Bonus is one thousand dollars (\$1,000).
 - (b) Re-certification (renewal of existing certification while an eligible employee at the employer): The Re-Certification Recognition Bonus is five hundred dollars (\$500).
 - (c) Initial Re-certification (where prior certification has lapsed and certifying agency certifies that conditions for certification have now been satisfied while an eligible employee at the employer): The initial Re-Certification Bonus is five hundred dollars (\$500).
- v. Certification Recognition Bonuses and application for reimbursement are deemed approved and payable upon receipt of the completed Certification Recognition Bonus Form including a copy of the following items as appropriate:
 - (a) Certification Certificate
 - (b) Certification exam results
 - (c) Dated letter from certifying agency asserting that conditions for continuing certification have been satisfied.
 - (d) Copy of the cancelled check submitted for the application fee or a receipt.
 - (e) Other evidence deemed necessary by the Employer.
- vi. Certification Recognition Bonuses are paid when all conditions are met, and are not prorated or extended. Employees must complete and submit the necessary documentation within sixty (60) days of qualifying event (certification or re-certification). Employees must be actively employed on the date the Recognition Bonus is paid, and not be in a notice period in order to receive the bonus.

- vii. Certification/Re-certification bonuses are taxable income subject to federal, state, and/or local withholdings.
- viii. Certification Recognition Bonuses for certifications acquired prior to employment at the employer will not be provided retroactively.
- ix. Employees who are under active formal disciplinary action are not eligible to receive the Certification Recognition Bonuses.
- x. Employees achieving certification or re-certification while on a leave of absence of thirty (30) days or greater shall receive certification recognition bonuses if and when they return to work in an eligible status.
- xi. Recognized National Certifications

CERTIFICATION/ CERTIFYING AGENCY	PRACTICE AREA
ARDMS	One (1) Ultrasound Sub-Specialty: OB/Vascular/Cardio/Abdominal
ARRT	MRI, CT, PET/CT Radiology Tech/Fluoroscopy, Ultrasound Vascular
NMRT	PET/CT

13.8 WEEKEND DIFFERENTIAL

POSITION	WEEKEND DIFFERENTIAL RATE
Tech-Radiology	\$2.00
Tech-MRI	\$2.00
Tech-Ultrasound	\$2.00
Tech-Vascular	\$2.00

13.9 LEAD/COORDINATOR DIFFERENTIAL

The Employer will continue its current practice of paying a lead/coordinator differential of five percent (5%) of the base rate when assigning lead/coordinator responsibilities to Vascular Techs, Ultrasound Techs, MRI, Special Procedures, CT Tech, CT/PET Tech, Radiology Tech.

13.10 STAND-BY/ON-CALL AND CALL-BACK PAY

a. Stand-By/On-Call Pay

An employee assigned to stand-by/on-call status by the department Director or his/her designee will be paid as follows for each hour he/she is assigned to such status. No

other compensation will be paid for such stand-by/on-call status. Hours of stand-by/on-call will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

POSITION	STANDBY RATE
Asst-Laboratory	\$4.00
Tech-Endoscopy	\$4.00
Tech-Ultrasound	\$5.75
Tech-MRI	\$5.75
Tech-CT	\$5.75
Tech-Radiology	\$5.75
Tech-Vascular	\$5.75

b. Call-Back from Stand-by Pay

An employee who is assigned to stand-by/on-call status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the Department Director or his/her designee. When called back, an Employee will be required to work until released by his/her Department Director or his/her designee. An Employee will receive one and one-half (1-1/2) times his/her base rate of pay, rather than stand-by/on-call pay, for all hours actually worked when he/she is called back to work from stand-by status. The work time of an employee who is called in from stand-by/on-call status shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.

c. Call-Back – Not on Stand-by

An employee on stand-by status who is called back and either i) completes that assignment, or ii) is released and/or is no longer on stand-by status, but subsequently agrees to return to work later that same day will be paid in accordance with Subsection 13.10(b), above.

13.11 REPORT PAY

- a. Each workday an employee is required to report to work and does report to work, he/she will be provided with at least half of their scheduled shift up to a maximum of four (4) hours' work or any combination of work and pay totaling four (4) hours. If the employee agrees to report to work a second time in any one (1) workday and does report, he/she will be provided with a minimum of two (2) hours' work or any combination of work and pay totaling two (2) hours. If the Employer offers an employee an assignment other than the regular assignment and the employee refuses the alternate work no report pay will be paid.
- b. The employee will not be paid report pay if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the start time that the employee

should not report to work. It shall be the employee's responsibility to keep his/her current phone number on file with the Employer.

- c. Report pay will not be paid to an employee who is called back to work from stand-by/on-call status.
- d. The Employer shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Employer's control.

13.12 WORKING OUT OF JOB CLASSIFICATION

Any employee directed to relieve another employee in a higher paid classification shall receive the higher rate, or five percent (5%) increase, whichever is higher, for all hours worked in the higher classification, except when the employee works one-half (1/2) or more of the shift in the higher classification and then the employee shall receive the higher rate or five percent (5%) increase for the entire shift. Overtime rates shall be calculated on the higher rate for all hours of overtime worked in the higher pay classification. An employee assigned to relieve another employee in a lower paid classification shall continue to receive his/her own wage rate, and shall not be reduced to the lower wage rate.

13.13 NEW CLASSIFICATIONS AND JOB DESCRIPTIONS

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

13.14 EMPLOYER MEALS

The Employer will continue its current practice of providing all employees with access to the Keck Employer cafeteria or Norris cafe and HC3 café a meal discount of twenty percent (20%).

13.15 PER DIEM WAGE RATES

In the event Per Diem Employees are utilized by the Employer, and are not covered by an established “Per Diem” wage rate, the parties shall meet to determine the wage rate.

13.16 MODIFICATION OF PRACTICES

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

ARTICLE 14 – MINIMUM RATES

No employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement, except as provided for in the Agreement.

ARTICLE 15 – BENEFITS

15.1 HEALTH INSURANCE

Effective January 1, 2018 employees will be eligible for the following benefits:

Employees in the bargaining unit shall be eligible to participate in designated USC healthcare plans on the same terms and conditions as offered to its unrepresented unit staff employees. Eligibility to participate in the plan(s) and the specific benefits available under the plan(s) shall be determined by the terms of the plan documents.

a. Medical

- i. USC Trojan Care EPO
- ii. USC PPO
- iii. KAISER HMO
- iv. USC HMO

Employees will be eligible to enroll in the USC Trojan Care EPO, USC PPO, KAISER HMO, and USC HMO under the same design, premiums and co-payments provided to non-bargaining unit employees, as they may be modified from time to time.

b. Dental

- i. Option A: Delta Dental PPO (same plan as provided to non-union employees). Employees will be eligible to enroll in the Delta Dental PPO Plan under the same design, premiums and co-payments provided to non-bargaining unit employees, as it may be modified from time to time.

- ii. Option B: United Concordia DHMO (same plan as provided to non-union employees). Employees will be eligible to enroll in the United Concordia DHMO Plan under the same design, premiums and co-payments provided to non-bargaining unit employees, as it may be modified from time to time.
- c. Vision. Employees are eligible to enroll in the University's vision plan and any other vision plan available to non-bargaining unit employees under the same design, premiums and co-payments provided to non-bargaining unit employees.

15.2 PAYMENT IN LIEU OF HEALTH BENEFITS

- a. A Regular Full-Time or Part-Time Employee may have the option to waive all health benefits (medical, dental and vision) provided herein and will be paid thirty-five dollars (\$35) per pay period in lieu of being covered by such health benefits. The employee must elect this option during the annual benefit open enrollment period. Such employee is otherwise fully participating in all features of the Agreement.
- b. Other Benefits. All employees will be eligible for the University's Center for Work and Family Life, Child Care Programs, Flexible Spending, Long-Term care insurance, and Legal Services program under the same terms and conditions as provided to other University staff employees, as such plans or programs may be terminated or modified from time to time.

The University reserves the right to alter, modify, substitute, or terminate existing plan(s), or add new plan(s), at any time, and nothing in this Agreement shall limit the University's right to do so as long as the change(s) also apply to all other unrepresented staff employees of the University.

15.3 DISABILITY AND LIFE INSURANCE

- a. Employees will continue to be eligible for the Life and AD&D Insurance under the same terms and conditions as provided to non-bargaining unit employees; as such plan may be amended from time to time.
- b. Disability Insurance will be offered on the same terms and conditions as offered to other non-union University employees. Such plans may be changed, modified, terminated or amended as long as such revisions are applicable University wide.

15.4 PAID TIME OFF

- a. The Employer will grant Regular Full-Time and Part-Time Employees sick and vacation time as income replacement to enable them to take approved time off from scheduled work for vacations, healthcare needs including illnesses, injury, or doctor or dentist appointments. Sick time may also be used to meet those same needs for eligible family members. Each eligible employee accrues vacation and sick hours, which may be used to replace missed scheduled hours when taking time off for those purposes.

b. Eligible employees will earn Vacation and Sick hours each pay period, based on length of service and scheduled hours.

c. The standard bi-weekly and annual accrual schedule will be as follows:

i. Paid Vacation

LENGTH OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL	MAXIMUM
31 days – 4 years	3.7 hours	96 hours	192 hours
4+ years – 9 years	5.54 hours	144.04 hours	288 hours
9+ years	7.39 hours	192.14 hours	384 hours

ii. Sick Time

BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL	MAXIMUM
3.7 hours	96 hours	96 hours

d. The maximum amount of Vacation hours an employee can accumulate is 200% of the employee's annual accrual (the “Cap”). The maximum amount of Sick hours an employee can accumulate is 96 hours annually (the “Cap”). At the point the Cap is reached, accruals will cease until the hours’ balance is reduced below the Cap.

e. Vacation and Sick hours accrued by employees prior to the effective date of this Agreement are vested and count towards the Cap. Any future accrual will be in addition to those hours. During any period in which an employee is on Leave of Absence, paid or unpaid, and has no scheduled hours, he or she will not accrue Vacation or Sick hours.

15.5 WINTER RECESS

The Employer will maintain its current practice of awarding employees 24 hours of Winter Recess Leave each year posted on or about December 15th. Employees may schedule time off with pay for up to one year following such award, or may use such award to provide payment for time off due to cancellation/flex-off. Winter recess leave may be combined with Vacation/Sick and Holiday Time off.

15.6 RETIREMENT

a. Retirement Plan. Employees covered under this Agreement shall be covered under the USC Retirement Savings Program (defined contribution) on the same terms and conditions as those offered to its non-bargaining unit staff employees. Eligibility to

participate in the plan and the specific benefits available under the plan shall be determined by the terms of the plan documents.

The University may alter, modify or substitute its retirement plan during the term of this Agreement and nothing in this Agreement shall limit the University's right to do so as long as the change(s) also govern(s) all other employees of the University who are enrolled in the same plan; however, if said plan is canceled, the University and the Union will negotiate a replacement plan for the employees covered by this Agreement.

- b. Years of Benefited Service. Benefited service for the purpose of retirement includes only calendar years in which the participant worked 1,000 hours or more.

ARTICLE 16 – HOLIDAYS

16.1 HOLIDAY PAY

Ambulatory Operations follows the USC paid University Holidays Policy and observes the following annual holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Jr. Day	

Part-time benefits eligible employees shall be paid holiday pay if a holiday is observed by the University on the employee's regularly scheduled workday.

16.2 MISCELLANEOUS

In addition to these nine (9) holidays, there may be other days during the year when it may be determined by the Department Chair and Administration to close a department or operate with a minimal staff. Those who work these other days are not eligible for premium pay. Employees who are scheduled off prior to the holiday due to pre-approved time or department closure may use accrued Paid Time Off (Vacation).

Departments not regularly scheduled on the holiday will receive holiday pay and not an alternatively observed holiday.

ARTICLE 17 – HEALTH AND SAFETY

17.1 GENERAL

The Employer has the obligation to provide a safe and healthy environment for employees and patients. The Employer shall comply with all applicable Federal and

California laws and regulations pertaining to occupational and general safety and health standards.

- a. Reporting of Health and Safety Hazards. It is the duty of all employees and Management to comply with health and safety regulations, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer and the Employer shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Employer of any potential health and safety hazards, violations, or problems of which it is aware and the Employer shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any employee for reporting health and safety concerns to the Employer, to the Union, or to federal or state authorities.
- b. In-Service. The Employer shall provide regular in-service or other training and information to employee concerning health and safety.
- c. Personal Protective Equipment. Personal protective equipment, as appropriate, will be provided to all employees who will utilize such equipment in accordance with the ambulatory-wide exposure control plan.

17.2 COMMUNICABLE DISEASES

- a. The Employer will work to eliminate or minimize employee exposure to communicable diseases. The employees shall work collaboratively with management to achieve this goal.
- b. The Employer shall provide appropriate and relevant information and training to employees on communicable diseases to which they may have routine workplace exposure. The Employer shall make appropriate vaccinations available to employees who are at risk of exposure to infectious agents.
- c. Hepatitis B vaccine shall be made available free of charge and at an employee's request.
- d. The Employer will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the employee.
- e. The Employer will comply with all laws regarding maintaining a Needlestick Injury Log.

17.3 WORKPLACE VIOLENCE

The Employer will maintain a comprehensive workplace violence prevention program.

17.4 COUNSELING

The Employer will make available the resources of the University Center for Work and Family Life to bargaining unit employees under the same terms and conditions as made for non-union employees.

17.5 PHYSICAL EXAMINATIONS

- a. All physical examinations required of an employee in connection with his/her employment, according to the practice of the Employer, shall be given without charge, provided such examination is conducted by an Employer-designated physician, Nurse Practitioner, or designated Registered Nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Employer, Title XXII, or the Department of Health Services. All time spent by an employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.
- b. An examination conducted by any other physician, Nurse Practitioner or designated employee may be acceptable at the Employer's option for purposes of compliance with state law, but in these cases the Employer shall have no financial obligation for such examination(s). The amount of time that would have been spent in having the Employer-designated physician or employee Registered Nurse perform the examination(s) shall be considered as hours worked.

17.6 SECURITY

The Employer will provide reasonable security for employees at all times in and around the Employer's premises.

The Employer will meet with employees to discuss concerns related to security, if requested to do so.

17.7 INJURY PREVENTION

The Employer will comply with state and federal regulations regarding employee injury prevention.

ARTICLE 18 – EDUCATION BENEFITS

18.1 TUITION REIMBURSEMENT BENEFITS

Tuition reimbursement shall be available to eligible Regular Full-Time and Part-Time Employees upon satisfactory completion of pre-approved qualified college or university coursework.

- a. Employee Eligibility. To be eligible to receive tuition reimbursement, an Employee must satisfy the following requirements:
 - i. The Employee must be on the payroll and classified as a Regular Full-Time or Part-Time Employee at the time of course registration through and including the course completion date.
 - ii. The Employee must have completed at least one (1) year of continuous service in a benefits-eligible status at the Employer at the time of registration.
 - iii. The Employer shall not unreasonably deny an Employee time off from work to utilize the education benefits.

- b. Qualified Courses. To be eligible for reimbursement, courses must fall within one (1) of the following categories:
 - i. A long-term program or course (minimum of one (1) quarter or semester in length) taken through an accredited college or university toward a health occupation career goal. The course must offer a letter grade and the Employee must receive a grade of “C” or better.
 - ii. Courses offering Continuing Education Units (CEUs), as required for job related license or certification.
 - iii. Courses, conferences, seminars, etc. sponsored by a national or state organization not offering a letter grade or CEUs, if related to advancement within the Employee’s field or other healthcare position not covered by the Employee’s department.

- c. Participation Requirement. To receive tuition reimbursement, an eligible Employee must satisfy the following requirements:
 - i. Complete a Request for Educational Assistance form and secure written approval from the Department Director at least thirty (30) calendar days prior to the start of the requested course.
 - ii. Submit to Human Resources proof of payment (i.e., receipt(s), or photo copy of front/back of canceled checks), etc.) and evidence of satisfactory completion of the course(s) (i.e., letter grade, transcript, CEU certificate or certificate of completion, etc.) if applicable.

- d. Reimbursement Levels
 - i. Full-Time Employees
 - (a) Eligible Full-Time Employees will be reimbursed for the cost of tuition (including class fees, textbooks, enrollment fees, test fees, and laboratory fees) up to three thousand and five hundred dollars (\$3,500) per calendar year.

(b) Up to one thousand dollars (\$1,000) of the three thousand five hundred dollars (\$3,500) per calendar year may be used for authorized national or state professional organization seminars and conventions in accordance with the Employer's policy in effect upon ratification of the local Agreement.

ii. Part-Time Employees

(a) Eligible Part-Time Employees will be reimbursed for the cost of tuition (including class fees, textbooks, enrollment fees, test fees, and laboratory fees) up to two thousand five hundred dollars (\$2,500) per calendar year.

(b) Up to five hundred (\$500) of the two thousand five hundred dollars (\$2,500) per calendar year may be used for authorized national or state professional organization seminars and conventions in accordance with the Employer's policy in effect upon ratification of the local Agreement.

iii. Where the reimbursement provided by the Employer and the amount paid through other sources such as government agencies (e.g., G.I. Bill, etc.) or other educational benefits (i.e., scholarships or grants) exceeds the total cost of tuition, reimbursement will be reduced by the amount in excess of the cost of tuition. If outside financial assistance is obtained, documentation of the outside financial assistance is required before reimbursement by the Employer.

18.2 MANDATORY IN-SERVICE AND EDUCATIONAL CLASSES

- a. Employees will be compensated as time worked for all in-service meetings or classes designated by the Employer as mandatory.
- b. The Employer will pay Employees at their benefited rate of pay (or overtime, if applicable) for all hours spent attending courses required by the Employer in order to retain their current positions. In order to be eligible for payment, eligible Employees must obtain prior written approval from their Director to attend any such course offered at the Employer's facility. If no such course is reasonably available at the Employer's facility, the Employees may, with prior written approval from their Director, attend the course at a nearby location or facility. No tuition fee will be charged to Employees for such courses.
- c. The Employer will pay Employees at their benefited rate of pay (or overtime, if applicable) for all hours spent attending courses and will reimburse the Employees for the tuition fee provided such courses are attended by the Employees at the request of their Director and the Employees have obtained prior written approval from their Director to attend such courses.
- d. With respect to Subsections 18.2(b) and (c), "travel time" to and from such course will be paid in accordance with the requirements of federal and state wage and hour laws.

- e. Employees will only be scheduled to attend in-service meetings or classes on days on which they are regularly scheduled to work and will earn the same pay than they would be entitled to had they been working those hours as part of their regular schedule. When it is not possible to schedule an Employee to attend a meeting or class on a day he/she is regularly scheduled to work, the Employee may attend only if he/she has signed up for the class beforehand and his/her attendance is approved in writing by his/her department's director.

18.3 ADDITIONAL EDUCATION PROGRAMS

- a. USC Tuition Assistance Benefit Program. Employees covered by this Agreement remain eligible for participation in the University's Tuition Assistance Plan in accordance with the provisions of said plan. Said plan may be canceled on a University-wide basis at any time during the term of this Agreement and in such event employees covered by this Agreement shall no longer be eligible for the tuition assistance benefits thereunder.
- b. Tuition Exchange Scholarship Program. Employees continue to be eligible for the Tuition Exchange Scholarship Program. Tuition Exchange is not a benefit but a selective and competitive scholarship. It is understood that such a program may be cancelled or modified on a University-wide basis at any time during the term of this Agreement.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 STATUTORY LEAVES

The Employer will comply with its obligations under federal and state law regarding leaves of absence, including but not limited to leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301).

19.2 UNION LEAVE

Notwithstanding the above, Employees who have been employed by the Employer for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed one year. No more than one (1) bargaining unit Employee may take such a leave at any one time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.

- a. Health Insurance. Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.
- b. Unpaid. Union leaves of absence are unpaid.

- c. Accrual of Benefits. A Union leave of absence will not affect previously accumulated benefits. However, Employees taking this type of leave will not accrue benefits while on unpaid leave.
- d. Return to Work. When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before his/her absence. If conditions have changed that it would not be feasible to reinstate him/her in such manner, then the Employer will reinstate the Employee to as nearly comparable position and shift as is reasonable under the circumstances. If an Employee wishes to return from leave early he/she must give the Employer at least four (4) weeks notice prior to reinstatement.

19.3 GENERAL LEAVE OF ABSENCE

An Employee may request a General Leave of Absence. Such leave may be granted for reasons other than an Employee's own serious health condition or disability or the Employee's need to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An Employee requiring a leave for those reasons should apply for Family Leave or Medical Leave. A General Leave of Absence may be granted for up to thirty (30) days; however, such leave may not be used to extend a vacation, or other vacation time. The leave may be extended beyond the initial thirty (30) days at the discretion of the Employee's Department Head/Director and HR Administrator, Ambulatory.

- a. Benefit Accrual. A benefit-eligible Employee on a General Leave of Absence will continue to accrue all benefits in accordance with the benefit plans. A benefit-eligible Employee on a General Leave of Absence will not continue to accrue vacation or other paid time off, but may use vacation until the vacation account has been exhausted.
- b. Continuation of Health Benefits. Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.
- c. Requests in Writing. A request for a General Leave of Absence must be submitted in writing and must be approved in writing by the Employee's Department Head/Director and Employer Human Resources Department before the leave begins.

19.4 RETURN TO WORK FROM A LEAVE

When an Employee returns to work, in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if vacant. If not, the Employer will reinstate the Employee to a comparable vacant position, provided the Employee satisfies the job requirements and it is reasonable to believe that he/she can satisfactorily perform the job with minimal orientation and training within two (2) weeks. Notwithstanding the foregoing, the Employer will provide additional return to

work protection should it be required by law. Any return to work is contingent upon the Employee's ability to perform the essential functions of the position with or without reasonable accommodation.

19.5 MEDICAL DISABILITY LEAVE

- a. Employees shall be granted leaves of absence when an Employee is unable to work because of disability or illness. The Employer will grant such leaves according to state and federal law and this Agreement.
- b. Additionally, employees shall be granted leaves of absence for physical or mental disabilities, where the necessity for such absence has been certified by the employees' attending physician; such leaves shall be subject to the Return from Leave provisions of Section 19.4, above.

19.6 CONTINUATION OF HEALTH BENEFITS

Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.

19.7 LENGTH OF LEAVES

Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed one year unless:

- a. otherwise required by law;
- b. otherwise provided in this Article;
- c. except in the case of Workers' Compensation leaves which will be handled on a case-by-case basis, but in no event shall be less than required by law and no less than that provided for other Medical leaves; and
- d. except in the case of pregnancy disability leave

19.8 USE OF PAID TIME OFF DURING LEAVES

Except as otherwise agreed, Employees will use any accumulated vacation and sick time, in accordance with the vacation and sick time policies plan policy, in connection with leaves of absence granted pursuant to this Article. If the Employee elects to utilize vacation time and/or reserve sick benefits sick time during a leave covered by state Workers Compensation or State Disability benefits, such vacation time or sick time benefits shall be integrated with the state benefits in order to fully replace the Employee's regular wages, until such benefits are exhausted.

19.9 MODIFIED DUTY PROGRAMS

- a. In the case of worker compensation injury, the Employer will make every effort to return an Employee with temporary restrictions to a job, which he/she can perform with comparable wages, shift, and hours in accordance with the Transitional Duty/Modified Duty Program.

- b. Prior to participating in the Transitional Duty/Modified Duty Program, an Employee shall be provided Transitional Duty/Modified Duty Program Information.

19.10 BEREAVEMENT LEAVE

In the event of a death in the immediate family, an Employee will be allowed three (3) scheduled shifts off with pay to a maximum of thirty-six (36) hours, immediately following the death, to arrange or attend the funeral. Bereavement Leave should be taken within the seven (7) day period following the death. In the event of extenuating circumstance, bereavement leave may be taken at a later date. Cases will be decided on a case by case basis by the Department Supervisor/Manager or his/her designee.

- a. Immediate Family. “Immediate family” is defined as: spouse, parents, aunt, uncle, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and mothers-in-law, stepsisters, stepchildren, step-grandchildren, legal wards, domestic partners, and individuals who are not legally related but who reside with the Employee.
- b. Pay. The Employee will be paid his/her base hourly rate for each of the scheduled shift(s) missed (up to thirty-six (36) hours), and may be required to furnish satisfactory evidence to support the leave.
- c. Additional Bereavement Leave. At the Employee’s option, two (2) additional days of time off may be used for bereavement purposes in addition to the paid bereavement leave above and vacation time must be utilized. At the Employer’s discretion, additional bereavement day or days may be granted.

19.11 JURY DUTY LEAVE

- a. Eligibility. Regular Full-Time employees and Part-Time employees called to jury duty after completing ninety (90) days of employment may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a regular full time employee cannot be excused or cannot rearrange her/his working schedule to avoid a conflict, the employee will be paid her/his base daily rate for each full working day missed because of jury duty for a maximum of eighty (80) hours pay within a thirty-six (36) month period, except where otherwise required by law. A Part-Time employee may receive up to a maximum of forty (40) hours pay within a thirty-six (36) month period, except as otherwise required by law. Any additional time served on jury duty by the employee during this period shall be without pay.
- b. Jury Duty Attendance and Work Requirement
 - i. Evidence of jury duty attendance must be presented to the Employer.
 - ii. An Employee required to report for jury duty will be excused from work on the day(s) the Employee is required to report to the court for jury duty. However, if

excused from jury duty two (2) hours or more prior to the start of an Employee's regular shift, the employee will contact the staffing office, house supervisor or department director to determine if needed, and if needed the employee will come to work for that shift. Night shift employees will be excused the shift before and the shift after they are required to report to court for jury duty.

- c. Return to Work. It is the Employee's responsibility to report for employment at the end of an approved leave (not daily) for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.
- d. Continuation of Benefits. All Employee benefit accruals and other benefits in which the Employee is enrolled will continue while the Employee is on jury duty leave. The Employee will be required to continue payment of any required contributions for Employee benefits during the jury duty leave.

19.12 WITNESS LEAVE

An Employee who is required by law to appear in court as a witness may take time off for such purpose provided he/she gives the Employer reasonable advance notice. An Employee who appears as a witness at the request of the Employer will receive pay at his/her base rate during such time.

19.13 PAY AND BENEFITS

Unless otherwise required by law or otherwise required by this Agreement, leaves of absence under this Article and Agreement shall be unpaid. Employees on leaves of absence other than Union leaves of absence shall be eligible to continue to participate in the Employer's insurance and benefits plans in accordance with the terms and conditions of those plans.

19.14 REDUCTION IN FORCE

If business conditions require a reduction in force, Employees on approved leaves of absence will be considered for layoff under the same terms and conditions as other Employees actively at work.

19.15 TERMINATION DURING LEAVE OF ABSENCE

Unless otherwise required by law, an Employee may be subject to termination during a leave of absence for reasons including but not limited to the following:

- a. Failure to keep the Employer informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.
- b. Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.

19.16 PHYSICAL EXAMINATIONS

The Employer reserves the right to require any employee on any medical or disability leave, including maternity/pregnancy leave, to be examined at the Employer's expense by an Employer selected physician prior to his/her return to work.

ARTICLE 20 – SUCCESSORSHIP

20.1 SUCCESSORSHIP PROTECTION

In the event of sale or transfer of control of the Employer's outpatient operations listed below, the Employer shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, the Employer shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all or substantially all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing bargaining agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, the Employer shall have no further obligation to the Union with respect to a sale or transfer of control as set forth herein.

- a. START Clinic;
- b. Orthopedic Clinic;
- c. Beverly Hills Clinic;
- d. Outpatient MRI/Radiology 1 clinic (X-Ray, Ultrasound, CT)/PET Center;
- e. Clinical Reference Lab (referred to internally as Draw Station)
- f. Oncology Services Department, Breast Health Center and Day Hospital;
- g. Esophageal Lab; and
- h. Transplant Department (Lung Transplant, Liver Transplant, Kidney Transplant, Heart Transplant, Transplant Clinic, Post-Transplant Clinic, and Transplant Administration).

ARTICLE 21 – MANAGEMENT RIGHTS

- 21.1 Subject to the laws and regulations governing the healthcare industry, the Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

- a. to manage, direct and maintain the efficiency of its business and personnel;
- b. to manage and control its departments, buildings, facilities, equipment and operations;
- c. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- d. to subcontract or discontinue work for business, economic, medical or operational reasons;
- e. to utilize personnel from registries or other temporary help agencies;
- f. to direct the work force;
- g. to increase or decrease the work force;
- h. to determine staffing patterns and levels and the number of employees needed;
- i. to lay off employees;
- j. to hire, transfer and promote employees;
- k. to demote, suspend, discipline and discharge employees;
- l. to maintain the discipline and efficiency of its employees;
- m. to establish work standards and schedules of operations;
- n. to specify or assign work requirements and overtime;
- o. to assign work and decide which employees are qualified to perform such work;
- p. to determine working hours, shift assignments, and days off;
- q. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
- r. to determine the type and scope of work to be performed and for the services to be provided to patients;
- s. to determine whether work will be assigned to bargaining unit employees or other employees;
- t. to determine the methods, processes, means and places of providing service to patients;
- u. to determine the quality of patient services;
- v. to acquire and dispose of equipment and facilities;
- w. to determine the places where work will be performed;
- x. to hire temporary employees for designated periods of time;
- y. to pay wages and benefits in excess of those required by this Agreement;
- z. to effect technological changes in its equipment and operations; and
- aa. to sell, close, or dispose of all or part of the ambulatory operations.

21.2 The Employers' failure to exercise any right, prerogative, or function hereby reserved to it or the Employers' exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 22 – SUBCONTRACTING

- 22.1 The Employer may subcontract all or part of any operation performed by employees. Where such subcontracting would displace an employee, the Employer shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting. In the event that the subcontracting of any operation would result in the displacement of twenty (20) or more employees, the Employer will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.
- 22.2 The parties desire to maximize stability in their labor relations. This effort includes their concern for the working environment and labor practices of subcontractors operating within the ambulatory operations. The ambulatory operations support and shall encourage its contractors to honor “a position of neutrality in the event there is a legitimate attempt by a labor organization to organize the subcontractor’s employees.”

ARTICLE 23 – UNION SECURITY

23.1 UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment. Concurrent with new employee orientation, the Union will be afforded an opportunity to distribute and collect Union Membership Application/Payroll Deduction Forms.

As a condition of employment, all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

23.2 FAILURE TO MAKE REQUIRED PAYMENTS

The Union shall notify the Employer and the affected employee in writing of an employee’s failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his/her last known address, in which to comply.

If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

23.3 DEDUCTION AND REMITTANCE OF UNION INITIATION FEES AND DUES

Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Employer shall deduct from the pay of such employee during the first pay period of each calendar month a sum equal to the employee's union initiation fees or monthly membership dues, uniformly required, and only so long as such employee was employed by the Employer at the time such obligation became due.

The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number on an as needed basis, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status (e.g. Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

The Employer will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Employer and the Union, and will remit such contributions to the Union.

ARTICLE 24 – WORK STOPPAGE

24.1 PROHIBITED ACTIVITY

During the term of this Agreement, neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, boycott, sit-down, sickout or slow-down, any refusal to cross a picket line at the Employer's premises, or refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods to or from the Employer's premises.

The Union agrees that no informational picketing shall take place during the term of the Agreement unless the Union has provided ten (10) days' notice prior to such picketing.

24.2 WAIVER BY UNION

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits:

- a. sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit);
- b. strikes over disputes that are not subject to arbitration; and
- c. strikes in protest of alleged violations of state or federal law.

Any statutory right under the NLRA which an employee may otherwise have to engage in such conduct is hereby expressly waived by the Union.

24.3 UNION OBLIGATION

If a violation of this Article should occur, the Union shall immediately do everything within its power to terminate the violation.

24.4 PENALTY

Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Employer in its discretion shall determine, provided, however, that such employee shall have recourse to the grievance and arbitration procedure as to the sole questions of whether he/she in fact participated in such prohibited activity and whether the discipline is discriminatory.

24.5 UNION OFFICIALS

The Union's Labor Representatives and Stewards shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so.

Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this Section.

24.6 NO LOCKOUTS

The Employer 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 Employer's control.

ARTICLE 25 – NOTICES TO THE PARTIES

Notices by the Union to the Employer shall be mailed, by certified mail, return receipt requested, or delivered to the following:

Administrator, Human Resources
Ambulatory Operations
1510 San Pablo Street Suite 600
Los Angeles, CA 90033

and

Chief Human Resources Officer
Keck Medicine of USC
1510 San Pablo Street Suite 600
Los Angeles, CA 90033

Notices by the Hospital to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

President
National Union of Healthcare Workers
5801 Christie Avenue, Suite 525
Emeryville, CA 94608-1986

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 27 – ENTIRE AGREEMENT

The parties agree that this Agreement is intended to constitute the entire contract between them governing wages, hours and conditions of employment of bargaining unit employees covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feel need to be discussed. It is agreed therefore, that either party may raise such issues and the other agrees to meet and confer with respect to such issue(s) in an attempt to try to reach a mutual resolution of such issue; however, arbitration is not a remedy in the event the parties are unable to reach agreement.

ARTICLE 28 – VACATION SCHEDULING

28.1 Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Employer shall advise all Employees as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all Employees.

- 28.2 Vacation will be granted, subject to patient care and operational necessity, at times most desired by Employees, subject to seniority as described in this paragraph below. Vacation allotment schedules for each year will be provided to the Union in January, for each department, with updates provided timely throughout the year. Where two or more employees request the same date(s) for vacation, vacation will be awarded to the employee with the greatest seniority. For those Employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The Employee awarded the vacation will then go to the bottom of the list and will be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. All vacation request forms will allow the Employee to indicate which requested vacation period is his or her first (1st) choice, which is his/her second (2nd) choice, and which is third (3rd) choice.
- 28.3 In addition to the annual vacation scheduling, Employees may request vacation, and such requests will be considered, at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first served basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.
- 28.4 The Employer will notify an Employee in writing of approval or denial of vacation requests submitted after the annual vacation scheduling period above, as soon as possible, but no later than two (2) weeks after receipt of said request.
- 28.5 Transferring Employees will be required to select vacation from open dates, at their new department/location, not previously filled by scheduled vacations or approved leaves.
- 28.6 An Employee may request vacation be attached to the Employee's scheduled day(s) off and such request will be granted, when possible.
- 28.7 Employees granted vacation time will use accrued vacation. An employee who does not have sufficient accrued vacation time and needs time off may submit a personal leave of absence request. Leave of absence request will be evaluated subject to patient care demand and operational impact and shall not be unreasonably denied. The employee shall retain the right to not receive paid vacation time when the clinic chooses to close, temporarily.
- 28.8 When requesting vacation, an Employee may request fewer than five (5) work days at a time or that the vacation start on any day of the week. The total amount of vacation earned in any given year may be taken in one (1) consecutive period, or vacation periods may be split at the request of the Employee.

ARTICLE 29 – EMPLOYMENT & INCOME SECURITY

The parties acknowledge the common goal of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances where avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The organization will make every effort to maintain employment and income security and to avoid displacing employees, i.e., reductions in force, reduction in hours, daily cancellations and job elimination on a temporary, indefinite, or permanent basis.

- 29.1 Issues regarding job security, retention and recruitment shall be considered by the parties, and the Employer will implement mutually agreeable programs to address these issues, when necessary and feasible, including the following:
- a. Identifying current and anticipated vacancies;
 - b. Projecting changes in the delivery of healthcare;
 - c. Identifying voluntary retraining opportunities for employees;
 - d. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to voluntarily work in classifications other than their own to avoid daily cancellations;
 - e. Identifying voluntary cross-training opportunities to minimize involuntary daily cancellations;
 - f. Identify systems to support effective reassignment processes such as float pools, cross-training programs, employee lists by competencies;
 - g. Identifying new and creative recruitment sources;
 - h. Other opportunities to enhance recruitment, retention and retraining;
 - i. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared service entities
- 29.2 Employees who are permanently laid off will be provided with concierge services, which include assistance with resume writing, interview coaching, job matching to open positions and referrals to hiring managers.

ARTICLE 30 – BARGAINING UNIT WORK

30.1 SUPERVISORS

The Employer and the Union agree that the term “supervisory employee” or “supervisor” as used in this Agreement is as defined in the National Labor Relations Act. The Employer will not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit. Bargaining unit employees will not perform the

work of supervisors or assume supervisory responsibilities or authority. Supervisors will not perform duties normally performed by bargaining unit employees except for emergencies such as natural disasters, situations of mass casualties or an internal emergency endangering patient care (such as fire, structural collapse, bomb threats, hazardous material spills, broken pipes, power outages, gas leaks, shut downs, or any other event that might compromise patient safety or care), or under circumstances that are beyond the control of the Employer, or for training situations where the performance of bargaining unit work may be required but is limited and minimal, or where necessary to maintain competencies or in an emergency and/or a situation where the delivery of health care services of important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit employee is available.

30.2 SPECIAL PROGRAMS

- a. The Employer agrees that programs such as JTPA, Developmentally Disabled Programs, volunteers, students, student interns or other student programs and summer youth programs shall not be utilized to displace bargaining unit employees, or to fill positions previously occupied by bargaining unit employees, nor shall they be used to reduce or limit hours of work for bargaining unit employees.
- b. The Employer shall notify the Union of the commencement of JTPA, Developmentally Disabled Programs, volunteers, student interns or other student programs and summer youth programs including the number of participants, their classification, duties, work location, hours per week, and the duration of the program. Information including the number of participants, their classification, duties, work locations, hours per week, and the duration of the program shall be furnished to the Union at any time, upon request.

ARTICLE 31 – UNIFORMS

To provide uniform appearance and ready identification, certain employees shall wear uniforms prescribed by the Hospital from time to time while performing their work. These uniforms shall be worn in the course of the performance of this work and may be worn to and from the employee's home. "Uniform" is defined as any wearing apparel and accessories of distinctive design or color. Uniforms will be provided based on employment status, one uniform for each day regularly scheduled to work per week. Additional uniforms will be provided if required by change in employment status. Clothing which is a general ordinary type of street clothing or which is standard in the industry and can be worn from one job to the next is not considered a uniform.

The Hospital will maintain only those uniforms that employees are required to wear in order to maintain a sterile environment.

Employees are expected to take reasonable care of their uniforms, and new uniforms will not be issued except as expected based on normal wear and tear. Employees who damage, destroy, lose,

or otherwise need to replace their uniforms outside of the normal wear and tear replacement schedule must do so at their own expense.

ARTICLE 32 – MEAL AND REST PERIODS

- 32.1 The Employer will comply with all applicable state and federal laws pertaining to meal and rest periods, meal period waivers, missed meal period penalties, and “on duty” meal period agreements.
- 32.2 Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
- 32.3 An employee will notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Department schedules are prepared so as to allow employees to take meal and break rest periods.
- 32.4 Employees are required to take all meal period and rest periods as scheduled and may not miss a meal or rest period without the express authorization of his or her supervisor, unless patient safety requirements prevent the obtaining of prior authorization, in which case the supervisor must be notified as soon as the patient safety issue has been resolved.
- 32.5 Any meal or rest period not taken or otherwise not in compliance with the provisions of this Section must be noted on the appropriate timekeeping system each day that it occurs. The Payroll Department will pay employees the appropriate sanctions for missed or non-compliant meal or rest period pursuant to the applicable wage and hour laws.

ARTICLE 33 – PARKING

The Employer will provide free parking within a reasonable distance of the workplace. The Employer will provide reasonable security, for employees at all times in and around the facilities premises.

The Employer will meet with employees and the union to discuss concerns related to security, if requested to do so.

ARTICLE 34 – TERM

Except as otherwise provided in this Agreement, this Agreement shall become effective March 16, 2018 and shall continue in full force and effect until April 30, 2021. This Agreement shall be automatically renewed and extended from year to year without addition, change or amendment, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the term of its desire to terminate, change, amend or add to this Agreement.


In Witness Whereof:

For the National Union of Healthcare Workers

By:  9/11/19
 Antonio Orca, Assistant Director, NUHW Date

By:  9/11/19
 Michael Torres, Representative NUHW Date

By:  9/11/19
 Lucy Canton, Administrative Assistant, Orthopaedic Clinic Date

By:  9/11/19
 Regina Bartsch, Vascular Tech, OP Radiology Date

By:  01/11/2020
 Yolanda Soto, Receptionist, OP Radiology Date

By:  9/12/19
 Gabe Garcia, Medical Assistant, Beverly Hills Date

By:  9/11/19
 Kristin O'Leary, PEP Tech, MET Center Date

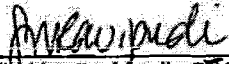
By:  9/11/19
 Elina Borrocl, L.V.N, Orthopaedic Clinic Date

By:  9-12-19
 Ansa Benhaim, Vascular Tech, OP Radiology Date

By:  3/6/2020
 Sal Kosselli, President Date

For Ambulatory Operation, Keck Medicine of USC

By:  10/25/19
 Rod Hanners, Chief Executive Officer, Keck Medicine of USC Date

By:  10-31-19
 Shilpa Ravidpudi, CEO, USC Care & Ambulatory Services Date

By:  10/29/19
 Matt McElrath, Chief Human Resources Officer Date

For the University of Southern California

By:  1/16/20
 David Wright, Senior VP, Administration Date

APPENDIX A – DEPARTMENT GROUPINGS

For purposes of Article 4A-Seniority, Article 4B-Reductions in Force and Recall and Article 5-Job Vacancies and Posting, the following Groupings of Departments will apply:

1. START Clinic
2. Orthopedic Clinic
3. Beverly Hills Clinic
4. Outpatient MRI/Radiology 1 clinic (X-Ray, Ultrasound, CT)/PET Center
5. Clinical Reference Lab (referred to internally as Draw Station)
6. Oncology Services Department, Breast Health Center and Day Hospital
7. Esophageal Lab
8. Transplant Department (Lung Transplant, Liver Transplant, Kidney Transplant, Heart Transplant, Transplant Clinic, Post-Transplant Clinic, and Transplant Administration)

Other department groupings or changes or modifications to the above groupings may be agreed to by the parties.

APPENDIX A1 – SALARY SCHEDULE

Job Title	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS	9 YEARS	10 YEARS	12 YEARS	15 YEARS
Administrative Services Coordinator	21.50	22.15	22.81	23.49	24.20	24.92	25.67	26.44	27.24	28.05	28.89	29.76	30.65
Assistant - Administrative	20.92	21.55	22.19	22.86	23.55	24.25	24.98	25.73	26.50	27.30	28.11	28.96	29.83
Assistant - Medical	19.99	20.59	21.21	21.84	22.50	23.17	23.87	24.59	25.32	26.08	26.86	27.67	28.50
Assistant Medical/Cast Specialist	24.45	25.18	25.94	26.72	27.52	28.34	29.19	30.07	30.97	31.90	32.86	33.84	34.86
Clerk - Health Information	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.68	20.27	20.88	21.50	22.15	22.81
Coordinator - Office	22.18	22.85	23.53	24.24	24.96	25.71	26.48	27.28	28.10	28.94	29.81	30.70	31.62
Coordinator - Referral	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80
Coordinator - Scheduling	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80
Coordinator - Support	18.06	18.60	19.16	19.73	20.33	20.94	21.56	22.21	22.88	23.56	24.27	25.00	25.75
Laboratory Assistant	20.96	21.59	22.24	22.90	23.59	24.30	25.03	25.78	26.55	27.35	28.17	29.02	29.89
Laboratory Assistant (Non Phlebotomy)	18.86	19.43	20.01	20.61	21.23	21.87	22.53	23.20	23.90	24.61	25.35	26.11	26.90
LVN/LPN/Health Care Concierge	24.60	25.34	26.10	26.88	27.69	28.52	29.37	30.25	31.16	32.10	33.06	34.05	35.07
Medical Call Center Scheduler	18.73	19.29	19.87	20.47	21.08	21.71	22.36	23.04	23.73	24.44	25.17	25.93	26.70
Ophthalmic Service Specialist I	21.82	22.47	23.15	23.84	24.56	25.30	26.05	26.84	27.64	28.47	29.32	30.20	31.11
Ophthalmic Service Specialist II	23.00	23.69	24.40	25.13	25.89	26.66	27.46	28.29	29.14	30.01	30.91	31.84	32.79
Patient Advocate	20.93	21.56	22.20	22.87	23.56	24.26	24.99	25.74	26.51	27.31	28.13	28.97	29.84
Program Assistant	20.86	21.49	22.13	22.79	23.48	24.18	24.91	25.66	26.42	27.22	28.03	28.88	29.74
Receptionist	19.57	20.16	20.76	21.38	22.03	22.69	23.37	24.07	24.79	25.53	26.30	27.09	27.90
Rep - Admitting	17.33	17.85	18.39	18.94	19.51	20.09	20.69	21.31	21.95	22.61	23.29	23.99	24.71
Representative, Patient Access	17.14	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36	23.03	23.73	24.44
Scheduler	18.34	18.89	19.46	20.04	20.64	21.26	21.90	22.56	23.23	23.93	24.65	25.39	26.15
Scheduler-Lead	19.19	19.77	20.36	20.97	21.60	22.25	22.91	23.60	24.31	25.04	25.79	26.56	27.36
Secretary - Department/OR Secretary	19.45	20.03	20.63	21.25	21.89	22.55	23.22	23.92	24.64	25.38	26.14	26.92	27.73
Specialist - Referral Services	19.50	20.09	20.69	21.31	21.95	22.61	23.28	23.98	24.70	25.44	26.21	26.99	27.80
Tech - CT/Specialized "Sr."	38.22	39.37	40.55	41.76	43.02	44.31	45.64	47.01	48.42	49.87	51.36	52.91	54.49
Tech - Endoscopy	22.01	22.67	23.35	24.05	24.77	25.51	26.28	27.07	27.88	28.72	29.58	30.47	31.38

Job Title	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS	9 YEARS	10 YEARS	12 YEARS	15 YEARS
Tech - Endoscopy Sr.	23.55	24.26	24.98	25.73	26.51	27.30	28.12	28.96	29.83	30.73	31.65	32.60	33.58
Tech - MED LAB (MLT)	22.47	23.14	23.84	24.55	25.29	26.05	26.83	27.63	28.46	29.31	30.19	31.10	32.03
Tech - MRI/Specialized (Sr.)	42.57	43.85	45.16	46.52	47.91	49.35	50.83	52.36	53.93	55.54	57.21	58.93	60.69
Tech - RAD Sr. (special procedures)	36.78	37.88	39.02	40.19	41.40	42.64	43.92	45.23	46.59	47.99	49.43	50.91	52.44
Tech - Radiology (Sr.)/Specialized (Sr.)	30.69	31.61	32.56	33.54	34.54	35.58	36.65	37.75	38.88	40.05	41.25	42.49	43.76
Tech - Ultrasound/Specialized (Sr.)	39.85	41.05	42.28	43.55	44.85	46.20	47.59	49.01	50.48	52.00	53.56	55.17	56.82
Tech - Vascular	43.84	45.16	46.51	47.91	49.34	50.82	52.34	53.91	55.53	57.20	58.91	60.68	62.50
Tech - PET/CT/Specialized (Sr.)	46.03	47.41	48.83	50.30	51.81	53.36	54.96	56.61	58.31	60.06	61.86	63.72	65.63

SIDE LETTER #1 OF AGREEMENT – SUBCONTRACTING

SUBCONTRACTING

The parties agree that from March 16th, 2018, the ambulatory operations will not exercise its right to subcontract bargaining unit work pursuant to the provisions of Article 21 and 22.

So agreed.

Dated: _____, 2019

By: _____




National Union of Healthcare Workers

So agreed.

Dated: _____, 2019

By: _____



Lisa Joins
University of Southern California
Keck Medicine of USC

SIDE LETTER OF AGREEMENT

The parties agree that the employees listed will be adjusted as noted below:

1. Areanne Medina (Leon)- will be reclassified as an LVN
2. Amanda Haddadin-Scheduler-FT- will be reclassified to a Full-Time position

The parties agree that employees below who are currently listed under the job classification Ultrasound will be reclassified into the following job classification Tech-Vascular effective upon ratification.

1. Zhanna Asatryan-agreement
2. Anna Benhaim-agreement
3. Regina Bartsch-agreement

The parties agree that the employee below who is currently listed under the job classification Tech-Specialized Imaging Sr. will be reclassified into the following job classification Tech-Rad Sr. (Special Procedures) effective upon ratification.

1. Art Baghdasarian

Post ratification of the contract, the Employer will conduct a desk audit of Lucy Lamont's position and if it warrants reclassification, it will be adjusted accordingly, completed no later than 30 days.

MEMORANDUM OF UNDERSTANDING BETWEEN KECK MEDICAL CENTER OF USC AND NUHW REGARDING CERTIFIED SODEXO UNIT AT NORRIS CANCER HOSPITAL

This Memorandum of Understanding ("MOU") is entered into by and between the National Union of Healthcare Workers ("NUHW") and Keck Medicine of USC ("USC") (NUHW and USC, the "Parties").

WHEREAS, pursuant to the Certification of Representative in Case 21-RC-185555, NUHW has been and is currently the exclusive representative and collective bargaining agent for all full-time and regular part-time employees in the classifications of housekeeping and custodian II (floor care), employed by Sodexo at Norris Cancer Hospital located at 1441 Eastlake Avenue, Los Angeles, CA 90033 ("Norris"), HC1 located at 1510 San Pablo Avenue, Los Angeles, CA 90033 ("HC1") and HC2 located at 1520 San Pablo Ave. Los Angeles, CA 90033 ("HC2") (the "NUHW Sodexo Unit");

WHEREAS, NUHW has been and is currently the exclusive representative and collective bargaining agent for environmental service employees employed by USC, and working at Keck, who are subject to a collective bargaining agreement between Keck and NUHW with a term of May 1, 2015, through April 30, 2018 (the "USC Keck Hospital Contract");

WHEREAS, USC presently contracts with Sodexo to provide environmental services ("EVS") work at Keck and Norris;

WHEREAS, the NUHW-represented employees in the NUHW Sodexo Unit perform EVS work at Keck and Norris, and but for their differing employers, employees in the NUHW Sodexo Unit share a community of interest with NUHW-represented workers with those employees subject to the USC Keck Hospital Contract;

WHEREAS, employees in the NUHW Sodexo Unit have expressed a desire to be directly employed by USC, and to be accreted to the appropriate USC bargaining unit;

THEREFORE, the Parties AGREE as follows:

1. USC agrees that on or before March 31, 2018 it will submit notice of intent to terminate its present contract(s) with Sodexo for EVS services performed at Norris (the "EVS Sodexo Contract").
2. USC agrees that once the contract termination notification is provided to Sodexo for the EVS Sodexo Contract, USC will post the available EVS positions and will give qualified applicants from the NUHW Sodexo Unit preference in hiring over outside candidates.
3. Commencing with the date that the EVS employees previously employed in the NUHW Sodexo Unit begin to be directly employed by USC, USC as their new employer will both:

- a. voluntarily recognize NUHW as the continued exclusive representative and continued collective bargaining agent for such employees; and,
 - b. voluntarily recognize all such employees as having been accreted into, and joined, the USC Keck Hospital Contract.
4. Any employee from the NUHW Sodexo unit, who applies for a vacant EVS position with USC will be subject to USC's onboarding requirements of a successful background check, drug screen, and health screen, consistent with USC policy.
 5. Starting pay will be determined in a manner consistent with all newly-hired EVS employees under the existing USC Keck Hospital Contract. Open enrollment for health benefits will be provided to employees in the same manner as newly hired and on boarded employees.
 6. USC will recognize seniority from the employee's most recent uninterrupted date of assignment by Sodexo for performance of work at Norris, HC1, or HC2.
 7. This Agreement shall not be understood to impact the rights or obligations of any employee already represented by a labor organization other than NUHW.
 8. Each party represents that it has the legal authority to enter this Agreement, and to make the promises stated herein.
 9. This Agreement shall be effective once it is signed by both parties.
 10. Any alleged violation or dispute involving any aspect of this Agreement will be brought before a mutually agreed-to arbitrator within 90 days of the time that the charging party knew or reasonably should have known of the dispute. If the parties cannot mutually agree on an arbitrator, one shall be selected using the method of selection under the collective bargaining agreements in place between NUHW and USC. The arbitrator shall rule on the dispute at the close of the hearing. The arbitrator's decision will be final and binding on the parties. These arbitration timelines and procedures may be changed by mutual written agreement of the parties.
 11. **Employees may be required to float from time to time to Keck Hospital of USC. Employees will also be permitted to bid on additional work shifts at this location.**

So agreed.

Nothing in this MOU shall serve to amend the Certifications of Election or the terms of the Keck Hospital Contract.

So agreed.

Dated: 3/16, 2018

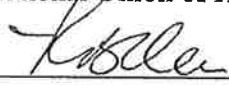
By: _____

Antonio Orea

So agreed

Dated: 3/15, 2018

National Union of Healthcare Workers

By:  *ROD HAMMONS*

University of Southern California
Keck Medicine of USC

THE SEVEN TESTS OF JUST CAUSE

1. Was the Employee adequately warned of the consequences of his or her conduct? The warning may have been made orally or in writing. There are exceptions for certain conduct, such as insubordination, coming to work drunk or stealing the Employer's property.
2. Was the Employer's rule or order reasonably related to efficient and safe operation? Were the rules posted, communicated, and understandable?
3. Did the Employer investigate before administering discipline? Was there due process? Was the investigation fair and objective?
4. Did the investigation produce substantial evidence or proof of guilt? Can the Employer meet its burden of proof?
 - Clear and convincing evidence
 - Preponderance of evidence
 - Evidence sufficient to convince a reasonable mind
 - Evidence beyond a reasonable doubt
5. Were rules, orders and discipline applied evenhandedly and without discrimination? If enforcement has been lax in the past, management can't suddenly begin to crack down without first warning employees.
6. Did the company use progressive discipline?
7. Was the discipline reasonably related to the seriousness of the offense and to the employee's past record and length of service?

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