



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**MarinHealth Medical Center
(formerly Marin General Hospital)**

October 1, 2018 – September 30, 2023

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AGREEMENT

This Collective Bargaining Agreement is made and entered into between MarinHealth Medical Center (formerly Marin General Hospital), a non-profit corporation (hereinafter referred to as the "Hospital"), as employer of the employees covered in the classifications contained in this Agreement (including Cardiac Sonographers and Lead Cardiac Sonographers voluntarily recognized as members of the Union by the Hospital on 10/4/18), and the National Union of Healthcare Workers (NUHW) (hereinafter referred to as "Union"), as the representative of the employees covered in the classifications contained in this Agreement.

ARTICLE 1 – PREAMBLE

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

It is mutually agreed that it is the right of Administration to manage the Hospital and to direct its employees, subject to its compliance with all terms and conditions of this Agreement. This includes the right to hire, transfer, promote, rotate, layoff and discharge employees. Alleged violations of state law are not subject to the grievance process, except as such alleged statutory violations may involve claims of violations of this Agreement.

The Hospital agrees not to discriminate against any employee because of membership or activity on behalf of the Union. Such Union activity shall not interfere with any employee's work. Neither the Hospital nor the Union shall discriminate in employment on the account of race, creed, color, national origin, sex, disability, medical condition, veteran status, age, or sexual orientation as set forth in federal and state laws.

Nothing in this Agreement shall prohibit any employee from independently pursuing such violations under federal or state procedures.

ARTICLE 2 – RECOGNITION

2.1 The Hospital hereby recognizes the Union as the exclusive representative of the employees in the classifications listed in this agreement. The Department Manager and all employees of the Hospital, except for those whose classifications appear in Article 4 of this Agreement, are excluded from the unit.

2.2 LEAD TECHNOLOGISTS DEFINED

Lead Technologists are bargaining unit employees who are regularly assigned by the employer to direct and check the work of others. Under the supervision and direction of a manager, Leads may also perform the following duties:

- a. Oversee the orientation and/or training of employees and inform management of any barriers preventing successful completion of training
- b. Coordinate the work flow among employees within the work area
- c. Provide staff education, technical or functional direction and support to employees
- d. Keep management informed on department resources and staffing, training and equipment needs.
- e. Participate in the daily work of their classification within the department.
- f. Draft performance evaluations.
- g. Draft vacation schedule for the modality.
- h. Approve requests for time off, schedule changes or additional hours/overtime and review the accuracy of timecards.
- i. Determine sick call replacement.
- j. Maintain quality assurance and quality control programs to ensure that services within each modality meet department expectations.

2.3 Lead Technologists are not Bona Fide Supervisors.

Leads do not act in the role of a bona fide supervisor and are not given authority for disciplinary actions, or decisions to hire or fire bargaining unit employees.

ARTICLE 3 – UNION MEMBERSHIP

3.1 UNION MEMBERSHIP REQUIREMENTS

- a. 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 or the 31st day after the date of this Agreement, whichever is later.
- b. 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 her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said fifteen (15) work days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

3.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and email addresses.

3.3 DEDUCTION OF UNION DUES/FEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union dues/fees.
- b. The Employer will remit the dues/fees deducted pursuant to such assignments within ten (10) days of the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem), wage rate; and number of hours worked in pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

3.4 EMPLOYEE LISTS

The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) the following information no later than the fifth (5th) of each month:

List of all members of the bargaining unit including full name, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, step level, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire (benefitted and per diem); and, if applicable, any transfer or termination and the reason for such termination (e.g., resignation, discharge, layoff, retirement).

3.5 COPE CHECK-OFF

- a. The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- b. The Employer will remit the COPE monies deducted pursuant to such assignments within ten (10) days of the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds

remitted which shall include the employee's full name; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

c. COPE monies will be deducted from the first paycheck of each month.

3.6 MANAGEMENT EXEMPTION

The union security provision shall not apply to management, confidential or supervisory employees.

3.7 HOSPITAL INDEMNIFICATION

The Union agrees to hold the Hospital harmless from the use of monies it has remitted to the Union. The Union agrees to refund the Hospital dues deducted from wages paid to the Union in error. The Union agrees to hold the Hospital harmless from any cost or liability resulting from claims, demands, suits, or actions arising from the operation of the provisions in this Article, including the costs of defending against any related actions or claims; however, in an effort to reduce any such claims, the Hospital agrees to meet and confer with the Union prior to terminating any employee for non-compliance with this provision. Upon receiving the written request referred to in Section 3.3, the Hospital agrees to meet with the Union and review the Union's payment records, including all dues and initiation fees, for the employee involved. Additionally, once this meeting has taken place, the Hospital and Union agree to meet jointly with the employee prior to his/her termination to explain, both verbally and with written documentation, his/her legal rights and consequences pertaining to non-compliance with the Article.

ARTICLE 4 – CLASSIFICATIONS AND CATEGORIES

4.1 CLASSIFICATIONS

a. Radiologic Technologist

A technologist who is certified by the State of California (CRT) and by the ARRT (American Registry of Radiologic Technologists) and must obtain a Fluoroscopy certification within 12 months of hire date.

b. Lead Radiologic Technologist

A technologist who is certified by the State of California (CRT) and by the ARRT, and who has a Fluoroscopy certification. A minimum of seven (7) years of experience preferred. A lead technologist will perform additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).

c. Computerized Tomography (C.T.) Technologist

A radiologic technologist who possesses the CRT, ARRT and Fluoroscopy certifications, and must obtain a Computerized Tomography (C.T.) certification

issued by ARRT within 12 months of hire date. The CT Certification requirement does not apply to employees within the CT Department hired prior to December 31, 2017.

d. Lead CT Technologist

A radiologic technologist who possesses the CRT, ARRT, Fluoroscopy, and Computerized Tomography (CT) certifications. A minimum of seven (7) years of experience preferred. A lead technologist will perform additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).

e. Interventional/Cardiac/EP Radiologic Technologist

A radiologic technologist who possesses the CRT, ARRT and Fluoroscopy certifications and must obtain 1 additional ARRT certification related to the modality or have successfully completed the cross training program at MarinHealth Medical Center (formerly Marin General Hospital). The additional ARRT certification related to the modality does not apply to employees within the IR/Cardiac/EP departments hired prior to December 31, 2017.

f. Lead Interventional/Cardiac/EP Technologist

A radiologic technologist who possesses the CRT, ARRT and Fluoroscopy certifications and must obtain 1 additional ARRT certification related to the modality or have successfully completed the cross training program at MarinHealth Medical Center (formerly Marin General Hospital). The additional ARRT certification related to the modality does not apply to employees within the IR/Cardiac/EP departments hired prior to December 31, 2017. A minimum of seven (7) years of experience preferred. A lead technologist will perform additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).

g. Magnetic Resonance Imaging (MRI) Technologist

A radiologic technologist who possess the CRT and ARRT certifications, and must obtain a Magnetic Resonance Imaging (MRI) certification issued by ARRT within 12 months of hire date. The MRI certification requirement does not apply to employees within the MRI Department hired prior to December 31, 2017.

h. Lead MRI Technologist

A radiologic technologist who possesses the CRT, ARRT, and MRI certifications. The MRI certification requirement does not apply to employees within the MRI Department hired prior to December 31, 2017. A minimum of seven (7) years of experience preferred. A lead technologist will perform additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).

i. Ultrasound Tech I

A sonographer who possesses one (1) RDMS (Registry of Diagnostic Medical Sonographers) board certification (options: Abdomen **or** OB/GYN).

- j. Ultrasound Tech II
A sonographer who possesses two (2) RDMS board certifications (options: Abdomen, OB/GYN, Pediatric).
- k. Ultrasound Tech III
A sonographer who possesses RVT (Registry of Vascular Technology) certification and two (2) RDMS board certifications (options: Abdomen, OB/GYN, Pediatric).
- l. Ultrasound Tech IV
A sonographer who possesses RVT certification and all three (3) RDMS board certifications (Abdomen, OB/GYN, Pediatric).
- m. Lead Ultrasound Tech
A sonographer who possesses RVT certification and the following three (3) RDMS board certifications: Abdomen, OB/GYN, and Pediatric. Lead Ultrasound Techs hired prior to December 31, 2017 will not be required to hold three (3) RDMS board certifications. A minimum of seven (7) years of experience is preferred. A Lead Ultrasound Tech will perform such additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).
- n. Cardiac Sonographer
A sonographer who possesses an RDCS (Registered Diagnostic Cardiac Sonographer) certification *OR* an RCS (Registered Cardiac Sonographer) certification from Cardiovascular Credentialing International, though the latter would have to attain an RDCS certification within one (1) year of beginning employment.
- o. Lead Cardiac Sonographer
A sonographer who possesses an RDCS (Registered Diagnostic Cardiac Sonographer) certification. A minimum of seven (7) years of experience is preferred. A Lead Cardiac Sonographer will perform such additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).
- p. Pharmacy Technician
A Pharmacy Technician who possesses a valid Pharmacy Technician License issued by the California State Board of Pharmacy.
- q. Clinical Systems Pharmacy Technician
A Pharmacy Technician who possesses a valid Pharmacy Technician License issued by the California State Board of Pharmacy and experience with pharmacy computer systems and processes is preferred.

r. Nuclear Medicine Technologist

A technologist who is either licensed in the State of California as a certified nuclear medicine technologist, has the ARRT(N) certification in Nuclear Medicine, or has the NMTCB (Nuclear Medicine Technology Certification Board) certification.

s. Lead Nuclear Medicine Technologist

A technologist who is either licensed in the State of California as a certified nuclear medicine technologist, has the ARRT(N) certification in Nuclear Medicine, or has the NMTCB (Nuclear Medicine Technology Certification Board) certification. A minimum of seven (7) years of experience preferred. A Lead Nuclear Medicine Technologist will perform additional duties as specified in Article 2, Section 2.2 (Lead Technologists Defined).

t. Nuclear Cardiovascular Technologist

A technologist (a) who is either licensed in the State of California as a certified nuclear medicine technologist, has the ARRT(N) certification in Nuclear Medicine, or has the NMTCB (Nuclear Medicine Technology Certification Board) certification, and (b) who has a minimum of five (5) years' experience preferred as a Nuclear Medicine Technologist or a Nuclear Cardiovascular Technologist, including a minimum of two years performing nuclear imaging in a hospital or clinic setting.

For all Lead classifications (Lead Radiologic Technologist, Lead CT Technologist, Lead Interventional/Cardiac/EP Technologist, Lead MRI Technologist, Lead Ultrasound Technologist, Lead Cardiac Sonographer, and Lead Nuclear Medicine Technologist), the following shall apply: To fill a vacancy in one of these Lead classifications, the position shall be posted subject to the provisions of Article 22 (Job Posting) of this Agreement, just like all positions governed under this Agreement. However, for vacancies in these particular Lead classifications, unlike other positions, management may appoint any qualified applicant, regardless of seniority. And though management has this specific authority to appoint applicants, management may not summarily remove an employee from a Lead position. That is, management's authority to appoint an applicant to a Lead position may only be exercised when a vacancy is being filled per the provisions of Article 22 (Job Posting); management may not revoke such an appointment at a later time. An employee may only be removed from a position (Lead or otherwise) through discipline governed by the principle of just cause.

4.2 SCHEDULING CATEGORIES

a. Regular Full-Time

An employee who typically works a predetermined work schedule of forty (40) hours per week or eighty (80) hours per pay period.

b. Regular Part-Time

An employee who typically works a predetermined work schedule of twenty (20) hours or more but less than forty (40) hours per week, or forty (40) hours or more but less than eighty (80) hours per pay period.

c. Per Diem

An employee who works relief hours (vacation, holiday, leave of absence, sick leave, etc.) or increased hours temporarily because of fluctuations in census agreed between the employee and the Hospital. Per Diem employees are required to sign the Per Diem Agreement. See Appendix B for Per Diem Agreement.

d. Temporary

Employees who are employed for temporary work on a predetermined schedule or as interim replacements.

4.3 CHANGE IN STATUS

1.0, 0.9 and 0.8 employees with ten or more years of employment at the Hospital may voluntarily reduce their hours to 0.6, 0.7, 0.8, or 0.9 subject to the following terms:

- a. This option is limited to a total of four positions at any one time, unless the employer, at its discretion, decides to post additional regular part-time positions.
- b. There shall be no health care proration for any employee who has elected and been granted the part-time option.
- c. An employee who has elected the part-time option may only return to 1.0, 0.9, or 0.8 status when awarded a position pursuant to Article 22 (Job Posting).
- d. Notwithstanding any of the preceding provisions, any employees currently exercising the part-time option shall be allowed to continue in said capacity as long as they remain employed at the Hospital.

4.4 PER DIEM UTILIZATION

When a per diem employee has worked 32 hours or more per week for six consecutive pay periods, a position will be posted commensurate with the hours worked.

Hours worked covering a benefitted employee on any approved leave of absence during said six pay period qualification period shall not be applied as part of the 32 hours per week.

4.5 SENIORITY UPON CHANGE IN STATUS

When a regular full-time or regular part-time employee changes status to non-benefitted, seniority will be suspended for reasons of job bidding, promotion, lay-off and transfer.

Seniority for benefit purposes shall not continue to accumulate but instead such employee shall receive the premium in lieu of benefits.

The employee returning to Regular status shall have all prior seniority accrued and the premium in lieu of will be discontinued. The Hospital shall not be required to pay for benefits and premium in lieu.

4.6 PROBATIONARY PERIOD

New employees shall be on a probationary status for the first ninety (90) days of employment. The probationary period is equivalent to a full-time employee working a 90-day period; 520 hours worked.

The probationary period may be extended by mutual agreement of the parties.

The Hospital shall decide the ability of a probationary employee to perform the required work. Any employee discharged during the probationary period shall not have recourse to the grievance procedure.

ARTICLE 5 – COMPENSATION

5.1 SALARIES

a. Effective one (1) month prior to the date of ratification (retroactively):

Each current employee shall be placed on the Wage Scale agreed upon by the parties according to the following paradigm:

Radiologic Technologists Lead Radiologic Technologists CT Technologists Lead CT Technologists Interventional/Cardiac/EP Technologists Lead Interventional/Cardiac/EP Technologists	Placed on the wage scale at whatever step provides at least a 1% wage increase.
MRI Technologists Lead MRI Technologists Cardiac Sonographers Lead Cardiac Sonographers	Placed on the wage scale at whatever step provides a wage increase.
Ultrasound Technologist I Ultrasound Technologist II Ultrasound Technologist III Ultrasound Technologist IV Lead Ultrasound Technologist	Placed on the wage scale at whatever step provides at least a 2% wage increase.

- b. There shall be a 3% (three percent) across-the-board wage increase applied to the wage scale, and this adjusted wage scale shall be referred to as the 2018 wage scale.
- c. Effective upon ratification of agreements struck pursuant to residual bargaining for Pharmacy Techs, Clinical Systems Pharmacy Techs, Nuclear Medicine Technologists, and Nuclear Cardiovascular Technologists, each current employee shall be placed on the Wage Scale agreed upon by the parties according to the following paradigm:

Pharmacy Techs Clinical Systems Pharmacy Techs Nuclear Medicine Technologists Nuclear Cardiovascular Technologists	Placed on the wage scale at whatever step provides at least a 1% wage increase.
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- d. Effective 10/1/19, there shall be a 3.5% (three and a half percent) across-the-board wage increase applied to the 2018 wage scale.
- e. Effective 10/1/20, there shall be a 3% (three percent) across-the-board wage increase applied to the 2019 wage scale.
- f. Effective 10/1/21, there shall be a 3.5% (three and a half percent) across-the-board wage increase applied to the 2020 wage scale.
- g. Effective 10/1/22, there shall be a 3.5% (three and a half percent) across-the-board wage increase applied to the 2021 wage scale.

See Appendix A for the wage scales.

5.2 PER DIEM, AND TEMPORARY EMPLOYEES

Per diem and temporary employees shall be paid a premium of twenty percent (20%) of his/her rate of pay in lieu of all benefits except that:

- a. per diem employees shall receive the appropriate shift differential under Section 5.4 below,
- b. per diem employees scheduled to work on a holiday shall be paid the holiday premium of time and one-half (1½) for actual hours worked, and
- c. per diem employees shall receive any weekend differential and specialty pay as applicable.

5.3 PROMOTION

In cases of permanent promotion from one classification to another, the employee will be placed at whichever step in the wage scale for the new classification that provides the lowest wage increase from her/his current rate of pay on the wage scale of her/his current classification.

In cases of permanent promotion from a non-Lead to a Lead position within a classification, the employee will be placed at the same step in the new Lead classification as he/she occupied in the non-Lead classification.

5.4 SHIFT DIFFERENTIAL

An employee who works an evening shift shall be paid a shift differential of ten percent (10%) of his/her base hourly wage for all hours worked. An employee who works a night shift shall be paid a shift differential of twenty percent (20%) of his/her base hourly wage for all hours worked. Shift differentials will be included in regular rate of pay calculations for purposes of calculating Holiday Pay and Overtime.

The Hospital agrees not to arbitrarily change the hours of an employee's shift to avoid payment of a shift differential.

Shifts are defined as follows:

7am – 3pm	Day shift
3pm – 11pm	Evening shift
11pm – 7am	Night shift

Shift differential is paid when the majority of employee's hours worked on a given work shift fall into the hours defined above for the evening or night shift.

5.5 WEEKEND DIFFERENTIAL

A weekend differential of two dollars (\$2.00) per hour shall be paid for time worked on shifts beginning between 11:00 P.M. Friday and 12:01 A.M. Monday.

5.6 STANDBY AND CALL-BACK PAY

a. Standby Pay

Employees assigned to standby shall be paid at the rate of one-half (1/2) times their regular straight-time hourly rate when on standby. Employees assigned to standby on a holiday will be paid at the rate of three quarters (3/4) the straight time rate.

b. Call-back When on Standby

When an employee is called back when on standby, he/she shall be compensated for such call-back at a maximum rate of time and one-half (1 1/2) the regular straight-time hourly rate of pay, including shift differential. The Hospital shall guarantee a minimum of three (3) hours work or pay in lieu thereof for each call-back.

c. Call-in When Not on Standby

Employees not receiving standby pay as set forth above shall, if called in outside their regularly scheduled hours of work for less than a full shift, be guaranteed no less than

One Hundred Dollars (\$100) as incentive pay in addition to at least three (3) hours of work, or pay in lieu thereof, at the rate of time and one-half (1½) the regular straight-time rate of pay, including shift differential.

d. Standby Assignment

The Employer will establish and maintain a list of qualified employees by modality who wish to work on standby. The modalities are:

- i. X-ray
- ii. CT
- iii. Interventional Radiology
- iv. EP
- v. Cardiac Cath Lab
- vi. MRI
- vii. Ultrasound
- viii. Nuclear Medicine

It is understood that taking “Call” is voluntary.

Lead Techs will be responsible for helping to ensure that every standby call shift is covered. Lead Techs will also be responsible for helping to find a solution if any sudden lack in scheduling coverage occurs.

These provisions do not apply to employees called in for a regular shift. It is understood that employees shall not be required to respond to call-in when not on standby.

5.7 CHARGE PAY

a. Charge Pay in Radiology/X-ray

If the Lead Tech is not working, the most senior technologist who is qualified (as defined in Article 2, Section 2.2 [Lead Technologists Defined]) will be assigned (most often by the Lead Tech in advance) to run the Imaging Department control desk, and will be given additional compensation of three dollars and fifty cents (\$3.50) per hour. There must be at least one (1) technologist assigned to run the Imaging Department control desk on every AM and PM shift, Monday through Friday, excluding holidays.

It is understood that a Lead Radiology/X-ray Tech shall not receive charge pay. There will be no charge pay on holidays, weekends, or overnight shifts.

b. Charge Pay in Cardiac Cath, IR, EP, CT, MRI, Cardiac Ultrasound, Nuclear Medicine or Ultrasound

In the event that the Lead Tech in any modality other than Radiology/X-ray is (or is scheduled to be) on leave, PTO, or ESL for greater than twenty-one (21) calendar

days, a temporary lead technologist will be designated and assigned to lead duties until such time as the Lead Tech returns to work. If that designated technologist is (or is scheduled to be) on leave, PTO, or ESL for greater than twenty-one (21) calendar days, then another temporary lead technologist will be designated and assigned to lead duties, and so on. The temporary lead technologist must be the most senior qualified technologist in the specific modality. A temporary lead technologist shall receive an additional compensation of three dollars and fifty cents (\$3.50) per hour for the period of time during which she/he is performing the role of temporary lead.

It is understood that a Lead Tech shall not receive charge pay. There will be no charge pay on holidays, weekends, or overnight shifts. It is further understood that no employee (except for a Lead Tech) shall perform in the role of a lead without receiving the additional compensation.

c. Charge Pay in Pharmacy

In the event that any NUHW-represented Pharmacy Technician or Clinical Systems Pharmacy Technician is assigned duties generally done by a Pharmacy Technician Supervisor, the NUHW-represented employee shall receive additional compensation of three dollars and fifty cents (\$3.50) per hour for the period of time during which she/he is performing that work.

5.8 SPECIALTY PAY

a. Specialty Pay for Technologists

Radiology Technologists shall receive premium pay of three dollars and fifty cents (\$3.50) per hour for actual hours worked in CT, Cardiac Catheterization, Interventional Radiology, or the Electrophysiology Lab.

A Technologist scheduled to cover a specialty area shall receive the specialty pay differential for the entire shift.

A Technologist who works three-quarters of his/her time on assignments for which specialty pay is provided in this Section shall have such specialty pay included in his/her compensation for non-productive time which is compensable under this Agreement.

b. Specialty Pay for Pharmacy Techs and Clinical Systems Pharmacy Techs

Employees shall receive premium pay of three dollars and fifty cents (\$3.50) per hour for all hours spent working the Chemotherapy assignment or covering for the Buyer.

Subject to need, management shall offer training to employees in these two (2) work assignments by seniority.

5.9 PRECEPTOR DIFFERENTIAL

Precepting is defined as the education and instruction of newly hired employees, the education and instruction of current employees going through cross-training or orienting to a new modality after cross-training, or, for clinical instructors, the education and instruction of students.

Preceptors will be designated in each specific modality/area (X-ray, CT, Cardiac Cath Lab, EP, IR, MRI, Ultrasound, Cardiac Ultrasound, Nuclear Medicine, and OR).

Generally, Lead Techs in each modality will serve as preceptors, and it is understood that a Lead Tech will not receive preceptor pay for precepting.

In the event that the Lead Tech is not available for preceptorship on a given day(s), a preceptor will be designated by the Lead Tech and/or management for the specific modality. This designated preceptor should be the most senior qualified technologist in the individual modality, and will receive additional compensation of two dollars and fifty cents (\$2.50) per hour.

It is also understood that no precepting shall be done except for by a Lead Tech or a designated preceptor being additionally compensated with preceptor pay.

For Pharmacy Techs and Clinical Systems Pharmacy Techs, employees shall receive additional compensation of two dollar and fifty cents (\$2.50) per hour for all time spent precepting (does not apply to the training of students).

5.10 TENURE CREDIT

Newly employed Employees shall receive tenure credit, for salary purposes only, for previous experience in accordance with the following chart:

Total Years of Experience	Salary Step Placement
Less than one year	1 st year
1 but less than 2 years	2 nd year
2 but less than 3 years	3 rd year
3 but less than 4 years	4 th year
4 but less than 5 years	5 th year
5 but less than 6 years	6 th year
6 but less than 7 years	7 th year
7 but less than 8 years	8 th year
8 but less than 9 years	9 th year
Greater than 9, fewer than 14	10 th -14 th year
Greater than 14 but less than 19 years	15 th -19 th year
Greater than 19 years, but less than 24	20 th -24 th year
24 or more years	25 th + year

The Hospital will adhere to the above tenure chart when hiring new external employees who are members of the bargaining unit.

5.11 SIGN ON BONUSES

The Hospital shall not offer additional compensation or incentives to any potential new employee entering the bargaining unit, other than a one-time, lump-sum, monetary sign-on bonus, which the Hospital shall offer only when the market requires that such sign-on bonuses be paid in order for the Hospital to recruit qualified employees. Sign-on bonuses provided to all such new bargaining unit members shall be of equal value except where circumstances indicate differing values are appropriate, in which case the Hospital shall meet and confer with the Union in advance of offering differing amounts. The Hospital shall notify the Union each time it pays a sign-on bonus and the amount of the dollar amount.

ARTICLE 6 – HOURS OF WORK

6.1 STRAIGHT-TIME AND OVERTIME

The straight-time work week shall be forty (40) hours, five (5) days per week, Sunday through Saturday. Employees currently employed on a 4-day/10-hour schedule shall be allowed to retain such schedules, provided that such employees are willing to accept flexible days off.

Work in excess of eight (8) hours per day (or ten (10) hours per day in the case of employees on a 4-day/10-hour schedule, or twelve (12) hours in the case of employees working twelve-hour shifts who have signed a twelve-hour Agreement) shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Work in excess of twelve (12) hours per day shall be paid at the rate of two (2) times the regular rate of pay. All hours worked on the eighth consecutively scheduled day of work, and each consecutively scheduled day thereafter, shall be paid at the rate of time and one-half (1½) regardless of payroll period. Shift differential shall be included in the calculation of overtime pay.

The Hospital may post and employees may apply for “Twelve (12) Hour Shift” positions. Positions will be filled in accordance with Article 22 (Job Posting) of this Agreement. The terms and provisions of a 12-Hour Shift position are outlined in Appendix D of this Agreement.

Regular employees shall receive a twelve (12) hour rest period between scheduled shifts or be compensated at time and one-half (1½) for reporting before the 12-hour rest period. However, this shall not apply for any hours or shifts where overtime is already being paid, nor shall it apply to employees voluntarily working twelve (12) hour shift schedules on consecutive days where the overlap is due to meal period(s). Per Diem employees are not required to accept consecutive shifts with less than twelve (12) hours rest.

The FLSA option, which allows payment of time and one-half (1½) for all hours worked in excess of eighty (80) within a fourteen (14) consecutive day period, may be utilized under this Section, for employees who are not on an alternative work schedule.

6.2 ADDITIONAL HOURS AND OVERTIME

a. All Employees

Overtime shall be authorized in advance if possible and in any case shall be authorized on the date it occurs by the Department Manager or designee.

There shall be no mandatory overtime except when an emergency is declared by local, state, or federal government.

b. Technologists

The Employer shall assign overtime and additional hours to qualified employees in the modality. Such work will be offered by seniority in that modality. Upon declaration of an emergency as herein described, if no qualified employee in that modality volunteers for additional hours or overtime, it will be assigned on a rotational basis by reverse seniority to those employees in the modality. The assignment of additional hours shall not require the Employer to: split the additional hours among two or more employees; pay overtime as a result of such assignment; or change the employee's normally assigned work schedule.

c. Pharmacy Technicians and Clinical Systems Pharmacy Technicians

The Employer shall maintain a list of those employees interested in working additional hours. When a shift of additional hours becomes available, it shall be offered to employees in the following order:

- i. Full-time and part-time employees for whom such work would not result in overtime, by seniority.
- ii. Per Diem employees for whom such work would not result in overtime, by seniority.
- iii. Full-time and part-time employees for whom such work would result in overtime, by seniority.
- iv. Per Diem employees for whom such work would result in overtime, by seniority.

6.3 WORKDAY

Each workday is a 24-hour period beginning at the same time each day. For purposes of this Section, the 24-hour workday begins at 12:00 am (midnight) and reoccurs each midnight of each succeeding day.

For purposes of determining overtime, each two-week pay period shall stand alone. A "payroll period" shall consist of the 14-day period beginning at 12:01 a.m. Sunday or the shift changing the hour nearest that time. It will consist of 14 consecutive 24-hour periods at the end of which a new 14-day period will commence.

6.4 NOTICE OF ABSENCE

All employees shall be required to give a minimum of two (2) hours notice that he/she will not be reporting for a shift.

6.5 REPORTING PAY

An employee who reports for work as scheduled or called shall be entitled to a minimum of four (4) hours work or pay in lieu thereof.

6.6 EMPLOYER-REQUESTED ABSENCE (FLEX DOWN)

In the event there is a lack of work, with skills and ability being equal, management shall flex down; first by premium pay and then by inverse seniority. A manager may offer in order of seniority for an employee to voluntarily leave work before the completion of the shift.

Time spent on Employer-Requested Absence is not to be considered as "hours worked" for purposes of overtime compensation. The provisions of Section 6.5 (Reporting Pay) are not applicable when this option is utilized.

For purposes of benefits accrual, time spent on Employer-Requested Absence (Flex Down) will be counted as hours worked.

6.7 MANDATORY MEETINGS

Time spent at mandatory meetings where attendance is required shall be compensated at the straight-time rate of pay, minimum two hours, for off-duty attendance.

ARTICLE 7 – WEEKENDS OFF

For the purposes of this Article, “weekend” is defined as both Saturday and Sunday.

The Hospital will grant each benefited employee every second (2nd) weekend off. If the employee works the first full weekend (Saturday and Sunday), and the Hospital requires a benefited employee to work any portion of the subsequent weekend (on Saturday or Sunday), the employee will be compensated at time and one-half (1½) the employee's basic straight-time hourly rate for any hours worked on the second (2nd) consecutive weekend and for any hours worked on each succeeding weekend until granted a full weekend off. This does not apply to benefited employees who desire to work certain weekends which make up a portion of two (2) consecutive weekends.

It is understood that to grant every second (2nd) weekend off in a department it will be necessary to rotate days off for all full-time employees in such department. There will be no restrictions on split days off in such department. The Hospital may utilize back-to-back weekends, notwithstanding the first paragraph herein, plus the eighty (80)-hour option under the Fair Labor Standards Act, for purposes of computing overtime.

Voluntary exchanges in scheduling between employees must involve employees of equal classification and ability. No overtime will occur as a result of such voluntary exchanges.

It is not the intention of the Hospital to change the current ten-hour shifts for those employees who are working such shifts. In the event employees who are now working ten-hour shifts are to be scheduled for eight-hour shifts, such a change is subject to meet-and-confer process.

ARTICLE 8 – REST PERIODS

Each employee working eight (8) and ten (10) hour shifts shall be given two (2) fifteen (15) minute duty free rest periods during each half of the shift and one (1) thirty (30) minute duty free meal period. Each employee working twelve (12) hour shifts shall be given three (3) fifteen (15) minute duty free rest periods, one (1) to be taken during each 4 hour period, and two (2) thirty (30) minute duty free meal periods. In order to waive one of the two meal periods, a signed general meal period waiver must be signed and filed a minimum of 24 hours in advance. An employee with a signed meal waiver in effect, who wishes to retract the waiver, must notify the department manager or designee 24 hours in advance. If the employee is required to work during the meal period, such meal period shall be paid as time worked and shall be deemed as time worked for purposes of computing overtime. The meal period shall not apply to employees, whether working eight (8), ten (10), or twelve (12) hours, who have signed an On-Duty Meal Waiver Agreement.

An employee shall make his/her best effort to notify his or her manager or designee when they are unable to take a scheduled meal or rest period.

ARTICLE 9 – ROTATION OF SHIFTS

Accepting the fact that department needs may warrant rotation of shifts, it is agreed to rotate shifts for training, updating skills and unavoidable circumstances. Replacement of Regular Technologists on rotation will be covered by Per Diem Technologists unless none are available. Rotation of shifts will not take place with less than thirty (30) days' notice to affected employees unless unavoidable circumstances dictate otherwise and/or unless mutually agreed between the employee and the Hospital. Rotation of shifts for regularly scheduled holidays or vacations will be covered by Per Diem employees unless none are available. Rotation of employees (to fill a vacant position) will be accomplished by qualified persons with the least seniority.

An employee regularly scheduled to work a particular shift shall not be harmed monetarily by working a different shift or shifts or different hours at the request of the Hospital. Such employee shall be paid at least as much as s/he would have been paid had s/he worked his/her entire regular shift(s), including but not limited to the payment of any shift differential which the employee would have been entitled to receive for his/her regular shift. Such employee also shall not be required to use his or her PTO or vacation benefits to cover work hours missed at the

request of the Hospital. The parties agree that this paragraph does not apply where an employee voluntarily seeks to work extra or different hours.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 UNPAID LEAVE OF ABSENCE

a. Authorized Leave of Absence

Subject to state and federal regulations and the approval of the Hospital, an employee may be granted an unpaid leave of absence in accordance with established Hospital policy for reasons of pregnancy, illness, disability or other reasons mutually agreed upon by the Hospital and the employee. Such leave shall not be unreasonably withheld. An employee's seniority date for all purposes in the case of a leave of absence exceeding thirty (30) days shall be adjusted for the length of the leave, provided that the first thirty (30) days are not counted in such adjustment.

b. Status

An authorized leave of absence for any purpose shall not affect previously accrued sick leave, vacation time, paid time off, extended sick leave, or tenure. An employee's anniversary date for the purpose of salary tenure steps and vacation or paid time off eligibility will not be changed until the employee exceeds thirty (30) consecutive days leave of absence without pay, and, in such case, the first thirty (30) days shall not be counted.

c. Reinstatement

When an employee returns to duty from an authorized leave of absence, such employee will be reinstated in the same working status, shift and classification unless conditions at the Hospital have so changed that it would be unreasonable and impractical to require such reinstatement. In the latter case, the employee will be reinstated in working status as is available and reasonable under the circumstances.

10.2 DISABILITY LEAVE

A disability leave of absence may be granted to an employee for non-work related illness, including pregnancy and childbirth, upon proper proof that the employee needs the leave because of physical or mental disability. A continuous disability leave of absence is defined as five (5) or more consecutive calendar days an employee is absent due to a medical condition. An intermittent disability leave of absence is defined as occasional time off where each occurrence is less than five (5) consecutive days due to a medical condition.

A leave begins on the first day of absence whether paid or unpaid. With continued proof of disability, leaves may last for up to six (6) months or until the exhaustion of paid leave time, whichever is longer. Disability leaves may be further extended only by mutual agreement between the employee and the Hospital. The Hospital may require reasonable

assurance that the employee will be able to return to duty within the time for which the leave is granted.

Reinstatement to the same position shall be guaranteed for the first twelve (12) weeks of disability leave or all of one's accrued paid leave (whichever is longer). Or, for NUHW members with more than 10 years of service, reinstatement to the same position shall be guaranteed for the first six (6) months of disability leave or all of one's accrued paid leave (whichever is longer). So long as that guarantee is met, reinstatement shall be evaluated on a case by case basis and the position will be held for the employee as long as practicable without imposing a hardship for the Hospital. If an employee is unable to return to their current position permanently, the Hospital will conduct an alternative job search (AJS) under the guidelines of the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA). The Hospital would engage in an alternative job search for a period of sixty (60) days to identify a position for which the employee is qualified and of which the employee is able to perform the essential functions, with or without accommodation.

If an employee with more than 10 years of service is unable to return from a disability leave of less than one year, and his/her employment is terminated due to this disability, and is able to return to work within one year of the beginning of the leave of absence, then she/he may displace the least senior employee.

The forgoing applies unless conditions at the Hospital have so changed that it would be unreasonable and impractical to require such reinstatement. In this case, the employee will be reinstated in a working status as is available and reasonable under the circumstances.

10.3 WORK-RELATED DISABILITY LEAVE

A disability leave of absence shall be granted to an employee for a work-related injury or illness upon proper proof that the employee needs the leave because of physical or mental disability. An employee is required to follow Workers Compensation guidelines.

The Hospital will use its best efforts to place the employee in the same position he/she occupied prior to his/her disability leave. If employee restrictions become permanent, the Hospital would engage in the alternative job search to identify a position for which the employee is qualified and can perform the essential functions of with or without accommodation as defined under the Americans with Disabilities Act (ADA) and Fair Employment and Housing (FEHA). The Hospital will continue to submit health insurance premiums, pursuant to Article 18 (Extended Sick Leave), for employees on work-related disability leave for up to three months or the length of the employee's paid leave time, whichever is longer. Thereafter, an employee on work-related disability shall have the option to remain in the health plan, at his/her own expense, at the group rate premium, for a period of twenty-four (24) months.

10.4 PERSONAL LEAVE

- a. An authorized leave of absence for personal reasons may be granted only after an employee has completed six (6) months of continuous service with the Hospital.
- b. Regular employees scheduled to work twenty (20) or more hours a week shall be entitled to two (2) days of personal unpaid leave annually upon thirty (30) days written notice to the Department Manager. Requests for such leave upon less notice shall be given at the discretion of the Hospital but shall not be unreasonably denied. The two (2) days personal leave may be taken consecutively, but may not be appended to PTO.

ARTICLE 11 – BEREAVEMENT LEAVE

Paid bereavement leave up to three (3) shifts will be granted at the time of death of a member of the employee's immediate family.

Further, an additional two (2) shifts of bereavement leave with pay shall be allowed for an employee to attend a funeral out of state. The Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave. For purposes of scheduling only, bereavement leave shall be considered as time worked.

The term "immediate family" shall include mother, father (or individuals who have, prior to the employee's having attained legal majority, stood in the place of mother or father), grandparents, sister, brother, spouse, registered Domestic Partner, daughter, son, mother-in-law, and father-in-law.

ARTICLE 12 – JURY DUTY

A regular employee who has completed the probationary period and is called for jury duty will receive the difference between jury duty pay and normal straight-time earnings. As a condition of jury pay, the employee must notify the Hospital as soon as is reasonable after he or she receives notice to report (24 hours). Also, as a condition of receiving jury duty pay, the employee must produce a receipt from the Jury commissioner that he or she has been called or served if such receipts are provided. The duration of paid Jury Duty is to reflect the current hospital policy, of two weeks (80 hours in a two-week period, or pro-rated for part time employees).

If an employee is excused from serving in time to complete a portion of his or her shift, he or she will advise the Hospital by telephone and, if requested to do so, will return to the Hospital to complete the shift. A regular employee shall not be required to work regularly scheduled hours on the same calendar day on which the employee serves on jury duty.

For purposes of scheduling only, time spent on jury duty shall be considered as hours worked.

ARTICLE 13 – EDUCATIONAL LEAVE

- 13.1 Full-time employees shall be entitled to twenty-four (24) hours of educational leave with pay each year to attend courses, institutes, workshops, or classes of an educational nature related to their work. At the option of the employee, the twenty-four (24) hours of educational leave may be used for purposes of on-site training, or any combination of education leave and on-site training not to exceed the total allocation of twenty-four (24) hours. If any additional licensure/certification is required by the Hospital that cannot be obtained within the currently provided twenty-four (24) hours, the Hospital will allow additional paid educational leave hours. Provided, however, the following provisions shall apply:
- a. The employee applied in advance, in writing, specifying the course, institute, workshop, or class he or she wishes to attend, or the modality for on-site training;
 - b. The employee obtains permission from his or her supervisor to use his or her educational leave;
 - c. Such leave will not interfere with staffing;
 - d. Such leave is job related.

Upon compliance with the foregoing provisions the Hospital will pay the cost of tuition and other charges for the course of study. The Hospital will equitably distribute educational funds among the eligible members of the bargaining unit to the greatest extent possible. For the term of this Agreement, the Hospital agrees to pay for the bargaining unit members to have ASRT or SDMS membership, as applicable for the particular classification. To the extent these memberships alleviate the need to incur expenses under this agreement, the employee will utilize the membership to alleviate such expenses.

- 13.2 Educational leave is granted on a calendar basis to employees who have completed a probationary period of at least three (3) months of full-time employment and is cumulative over a two (2) year period. A regular part-time employee is entitled to prorated educational leave based upon scheduled hours worked. The Hospital may require a report describing the activities involved from the employee on educational leave. The Hospital will respond within five (5) working days to employee applications for educational leave.
- 13.3 For purposes of scheduling only, educational leave shall be considered time worked.
- 13.4 Tuition and other charges for courses required for mammography certification shall be paid by the Hospital for per diem employees. Hours in attendance for such courses may be paid by the Hospital for per diem employees at the discretion of the Hospital.
- 13.5 Per Diem employees shall be granted educational leave in accordance with the provisions of this Section under the following conditions:

- a. The amount of paid educational leave will be prorated based on the number of hours worked the previous year, to a maximum of twenty-four (24) hours.
- b. The employee must have been on the payroll January 1st of the previous year and continuously for the entire year.
- c. There is no cash value of untaken educational leave.
- d. The educational leave time is not paid by another employer.

ARTICLE 14 – CROSS TRAINING

The Hospital and the Union believe in the mutual benefit of a cross-training program. The Hospital will provide training opportunities for those employees interested in training, subject to appropriate resources and Hospital need. Selections will be made in the following order: Full-time, part-time, and per diem employees, all in seniority order, though selections may vary based on departmental needs.

Once the hospital approves cross-training for an employee, the cross-training program shall not be involuntarily suspended or cancelled unless the employee fails the cross-training program. To “fail” a cross-training program, the Tech must be deemed by both the Lead Tech and the Manager to have failed for clearly objective, performance-based reasons.

Technologists learning new modalities will be evaluated upon completion of training to validate competency. The Hospital will not hold the technologist accountable for performance standards specific to that new modality until competency is established and signed off by the appropriate trainer and/or management. Seniority in the new modality will be determined based on the competency completion date in that modality. The training provided to each individual Technologist for a specific modality will be consistent in content and substance and will occur within a set period as appropriate for that particular modality. For each modality, cross-training timelines, competencies, and other standards and requirements shall be published and available to all bargaining unit employees. All materials shall be jointly overseen by the appropriate Lead Tech and Manager or Director. The Hospital and Union agree that, where a part-time or per diem Technologist seeks training in a particular modality, the Technologist may be required to work up to full-time in order to accomplish the necessary training within the allotted time period. Where qualifications, performance and abilities are approximately equal, seniority will be the determining factor.

The Union and Hospital recognize that refresher training for Technologists also may be required from time to time.

In the event an employee is selected for training, the Hospital will provide training in-house or will pay the cost of tuition and other charges for the course of study. Hours in attendance for off-site courses shall be considered educational leave under this Article and shall be paid by the hospital.

Upon successful completion of training in the new modality, based on business need, it is expected that technologists will work all three shifts in that modality by seniority.

An employee will be included in the normal method of filling unassigned shifts and standby in the new modality as described in Article 5, Subsection 5.6(d) (Standby Assignment) and Article 6, Section 6.2 (Additional Hours and Overtime).

Radiological Technologists assigned duties involving the need for I.V. contrast injection will be trained by the hospital and will be required to perform I. V. contrast injection as allowed by the California Code of Regulations, Health and Human Services Title 17, Section 106985.

ARTICLE 15 – HOLIDAYS

The following shall be designated as recognized holidays for the purposes of compensation on holidays worked, which shall be at the rate of one and one-half (1½) times the regular rate of pay for all hours so worked:

New Years Day	Labor Day
Fourth of July	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	Martin Luther King Day

Furthermore, holiday pay shall include shift differential if the employee is assigned to a shift which calls for payment of such differential.

Each employee will receive at least one (1) of the following holidays as a day off:

Thanksgiving Day
Christmas Day
New Year's Day

ARTICLE 16 – VACATIONS

One (1) year of continuous employment is required before an employee is entitled to a paid vacation unless it is determined to be in the Hospital's best interest to honor an employee's request to take accrued vacation time after completing six (6) months of continuous employment and prior to the completion of one (1) year of continuous employment.

Whenever possible, requests for vacation shall be submitted thirty (30) days in advance; however, requests for vacation time will be accepted by fifteen (15) days prior to the requested time.

The Hospital shall make its best effort to allow a minimum of two persons on the p.m. shift to vacation at the same time, provided that advance notice of six (6) months is given to the

department specifying the vacation period when two employees will be on vacation at the same time.

Vacation pay (“Paid Time Off” – see Article 17) shall include shift differential if the employee is regularly assigned to a shift which calls for payment of such differential. For purposes of scheduling only, vacation leave shall be counted as time worked.

A copy of the master vacation schedule shall be posted. The vacation schedule and protocol will be prepared by department employees in conjunction with the Department Manager.

ARTICLE 17 – PAID TIME OFF

17.1 PURPOSE

MarinHealth Medical Center (formerly Marin General Hospital) will provide a Paid Time Off (“PTO”) benefit for employees covered by this Agreement.

17.2 PAYMENT OF ACCRUED PAID TIME OFF UPON SEPARATION FROM HOSPITAL SERVICE

At the time a bargaining unit employee’s employment with MarinHealth Medical Center (formerly Marin General Hospital) ends for any reason, 100% of the accrued PTO balance will be paid out at the employee’s existing base hourly rate, including specialty pay and shift differential, if applicable.

17.3 PAID TIME OFF USES

PTO may be used for vacations, holidays, incidental sick days (employee or immediate family members), or other excused elective absences. Paid educational leave, bereavement leave, and jury duty are covered under other provisions of this Agreement or by Hospital Policy, and thus will not be paid from the employee’s PTO bank. Scheduled PTO will be based upon the Hospital’s determination of its staffing needs in accordance with other applicable provisions of this contract.

17.4 PAID TIME OFF ELIGIBILITY

PTO will be provided for all full-time and regular part-time benefited employees. PTO will begin to accrue with the first day of benefited employment, but will not be available to the employee for use until the completion of the first three (3) months of full-time or regular part-time employment. Accrual will be based on the anniversary date of benefited employment (“adjusted service date”).

17.5 PTO ACCRUAL SCHEDULE

Employees will accrue PTO at the following rates:

Years of Service	Accrual Rate	Per Pay Period	Annualized Accrual
DOH – 1 yr. (0 – 12 mos.)	0.1000 hours	8.00 hours	208.00 hours
2 – 4 yrs. (13 – 48 mos.)	0.1193 hours	9.54 hours	248.04 hours
5 – 9 yrs. (49 – 108 mos.)	0.1385 hours	11.08 hours	288.08 hours
10+ yrs. (109+ mos.)	0.1577 hours	12.62 hours	328.12 hours

When an employee is called off by the Hospital (“Employer Requested Absence”), such called off time shall be considered as hours paid for the purposes of PTO accrual.

PTO will not be accrued for any overtime, standby or call-back hours.

A maximum of 400 hours may be accumulated in an employee’s PTO account. There will be no accruals in excess of this maximum.

Twice each calendar year, the last pay date of September and the last pay date of March, the Hospital will pay out to any employee who has a leave bank in excess of 300 hours, the difference between the employee’s PTO balance and 300 hours.

PTO will continue to accrue when an employee is on leave of absence so long as the leave is with pay. If a leave is unpaid, PTO will not accrue.

17.6 PTO SCHEDULING

a. For all employees

With the exception of illness or unforeseen emergency, PTO must be scheduled in advance, with the employee’s immediate supervisor.

The Hospital shall respond to all other vacation or other scheduled PTO requests within two weeks of the date the request is submitted.

b. For Pharmacy Techs and Clinical Systems Pharmacy Techs

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

i. Advance Requests for PTO

- (1) Time of Submission of Requests. Employees shall submit their PTO preference dates in writing three (3) times annually based on three (3) vacation periods.

Period 1	February 1 – May 31
Period 2	June 1 – September 30
Period 3	October 1 – January 31

For period 1, forms are distributed by September 15, and must be returned no later than October 15, with answers delivered between October 16 and October 30.

For period 2, forms are distributed by January 15, and must be returned no later than February 15, with answers delivered between February 16 and February 28.

For period 3, forms are distributed by May 15, and must be returned no later than June 15, with answers delivered between June 16 and June 30.

(2) Selection Based on Seniority. An employee's preference for scheduled PTO shall be based upon seniority where the numbers of bargaining unit employees requesting the same time off would impair the operation of the department. In cases where employees wish to split PTO weeks, preference for selection of the second portion of split PTO shall take place on a seniority basis after all employees on the seniority list for PTO have had an opportunity to make a first choice. Similarly, preference for selection of the third portion of split PTO shall take place on a seniority basis after all employees on the seniority list for PTO have had an opportunity to make a first and second choice.

ii. Other PTO Requests. Requests for PTO that are not submitted under the process listed in Subsection 17.6(b)(i) above shall be submitted in writing at least one (1) week in advance of the posting of the schedule covering such day or days to the scheduler's mailbox. The Employer will respond to such requests within two (2) weeks of submission. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:

Seniority will not govern if a less senior employee's PTO request has already been approved.

17.7 CHANGE IN STATUS

If an employee remains employed by MarinHealth Medical Center (formerly Marin General Hospital), but changes from full-time or regular part-time to per diem status, the full PTO accrual will be paid out on the pay date following the change of status. This pay-out will be at the regular benefited status base hourly rate, including shift differential (but excluding any other premium pay).

ARTICLE 18 – EXTENDED SICK LEAVE

18.1 PURPOSE

MarinHealth Medical Center (formerly Marin General Hospital) will provide an Extended Sick Leave (ESL) benefit for bargaining unit employees covered by this Agreement. The purpose of ESL is to provide employees income protection during times

of personal disability or work-related disability. When an employee collects California State Disability or Workers' Compensation Temporary Disability benefits, payment of ESL will be integrated with applicable other benefits, the combination of which will not exceed 100% of the employee's base pay (including shift differential) at the time the disability commences.

18.2 ACCRUAL

- a. ESL will be accrued at the rate of 0.231 hours per hour worked. For a 1.00 FTE this equals 1.848 hours per pay period, or 48.048 hours annualized.
- b. Employees will continue to accrue ESL until they have a balance of 1,000 hours. When a balance of 1,000 hours is accrued, no further accrual will occur. Accrual will resume should the balance fall below 1,000 hours.
- c. ESL will continue to accrue when an employee is on leave of absence so long as the leave is with pay. If a leave is unpaid, ESL will not accrue until the employee returns to a paid status.

18.3 ELIGIBILITY

An employee will be eligible to use his/her accrued ESL instead of PTO when:

- a. a physician certifies in writing that the employee is disabled and unable to work for more than five (5) consecutive days, or
- b. when the employee has met the qualifications for California State Disability or Workers' Compensation Disability benefits and the applicable waiting period has elapsed.

If eligible, an employee's ESL use will begin after the mandatory waiting period. The mandatory waiting period is defined as 50% of an employee's Full Time Equivalent (FTE) [as detailed in the chart below], during which time PTO, if available, is used.

FTE	Waiting Period
1.0	40 hours
.9	36 hours
.8	32 hours
.75	30 hours
.7	28 hours
.6	24 hours
.5	20 hours

Furthermore, if the employee qualifies under one of the following conditions, the waiting period does not apply, and the employee may use ESL and may draw from his/her accrued ESL balance on the first day.

- a. The employee is hospitalized overnight and the physician certifies that the employee will be disabled for three (3) or more scheduled work days; or,
- b. The employee is admitted to an ambulatory/outpatient facility and has a surgical procedure, and the physician certifies that the employee will be disabled for three (3) or more scheduled work days.

18.4 REQUEST TO HAVE THE USED PTO TIME REPLENISHED

Employees who initially use PTO time for their own illness/injury which subsequently qualifies for coverage under ESL, may request to have their used PTO time replenished and the equivalent amount of time deducted from the ESL account, less any payment received from either Workers' Compensation or California State Disability. Note that PTO used during the mandatory waiting period will not be replenished as time during the waiting period is not eligible for ESL.

18.5 EXTENDED SICK LEAVE USE

Use of ESL will require employees to utilize the Employer's policies and procedures on both ESL and Leaves of Absence, (a) to the extent that these policies and procedures are not inconsistent with the provisions of this agreement and (b) to the extent that these policies and procedures do not introduce eligibility requirements or limitations on employees above and beyond those specified in this agreement, unless required to under the law.

ESL may be provisionally approved pending receipt of required acceptable documentation of disability. If an employee is later found to be ineligible for ESL, some of which has already been paid out, any ESL provisionally paid will be replaced with available PTO.

18.6 CHANGE IN STATUS

If an employee remains employed by the Hospital, but changes from full-time or regular part-time to per diem or short-hour status, the ESL accrual will be held in reserve. In such instance, if the employee subsequently returns to benefited status the employee's ESL balance at the time of change of status will be restored, and accrual will resume commensurate with the pay period in which the employee returns to benefited status.

**ARTICLE 19 – INSURANCE COVERAGE, RETIREMENT PLAN, AND
RETIREE HEALTH CARE ACCOUNT**

19.1 INSURANCE COVERAGE AND RETIREMENT PLAN

- a. The Hospital's current policies for life insurance and retirement shall continue in effect as amended from time to time; provided however, the Hospital agrees to review with the Union alternatives to the current retirement plan. Bargaining unit members hired prior to January 1, 2012 will be included in the "Marin General Hospital

Retirement Plan, with either the “Cash Balance Design” or “Defined Benefit Design” option. Bargaining unit members hired on or after this date in eligible status shall be eligible for the Cash Balance Design option only.

The amount of the group life insurance and ADD (Accidental Death and Dismemberment) coverage will remain \$25,000 each.

The Hospital will offer two health plans to all benefitted employees and their eligible dependents effective July 1, 2019. The health plans will include coverage of prescription drugs. The Hospital will also offer employees a dental plan, and a vision plan. The Hospital will pay the premiums for these health benefits plans, except for the employee contributions to the PPO plan as detailed below. One health plan option will be a continuation of the current PPO health plan. The second health plan option will be an HMO option providing in-network benefits only. The HMO option will be available at no cost to the employee for employee or dependent coverage. The major elements of the two options are outlined in the attached Side Letter titled “Major Plan Elements for Health Plans”.

b. Effective July 1, 2019

For the PPO Plan, each benefitted employee will contribute toward the premium, via payroll deduction on a biweekly basis. The monthly employee contribution will be based on one of the following percentages of the monthly health plan cost, depending on that employee’s selected level of dependent coverage and annual salary range.

	Annual Salary Range*			
Dependent Category	<\$55,000	\$55,000 - \$110,000	\$110,000 - \$165,000	>\$165,000
ee	8.5%	11%	11%	21%
ee+ch(dren)	7.0%	10%	10%	18%
ee+sp	9.0%	12%	12%	22.5%
ee+fam	8.5%	11%	11%	21%
*Annual Salary Range based on hourly rate * Scheduled FTE * 2080, as of January 1				

Effective 1/1/20, the employee contribution percentages shall be as follows:

	Annual Salary Range*			
Dependent Category	<\$55,000	\$55,000 - \$110,000	\$110,000 - \$165,000	>\$165,000
ee	8.5%	13.5%	16.0%	21.0%
ee+ch(dren)	7.0%	12.5%	14.5%	18.0%
ee+sp	9.0%	14.5%	17.0%	22.5%
ee+fam	8.5%	13.5%	16.0%	21.0%
*Annual Salary Range based on hourly rate * Scheduled FTE * 2080, as of January 1				

c. Year Over Year Increases in Monthly Contributions for PPO Cost-Sharing

One (1) year after the January 1, 2020 effective date of these rates, the total amount that each employee contributed (pre-wellness-discount) at that effective date may be increased by up to 6%, depending on the increase in total cost (to both the Employer and employee, combined) of the actual premium. That is, if the total premium cost increases by 3.5% by the end of the first full year of cost-sharing, then each employee's monthly contribution may be increased by 3.5% (pre-wellness-discount) from her/his previous year's monthly contribution at the start of the second year, though it shall not be increased additionally at any other point during the first year or during the second year. And if the total premium cost increases by 7.5% by the end of the first full year of cost-sharing, then each employee's monthly contribution may be increased by up to 6% (pre-wellness-discount) from her/his previous year's monthly contribution at the start of the second year, though it shall not be increased additionally at any other point during the first or second years. This same rubric holds for each year thereafter: the monthly contribution of each employee (pre-wellness-discount) may be increased by up to 6%, at only one time per year, at the beginning of the year, and only to the extent (with a maximum of 6%) that the total premium cost increases (if it does at all).

Furthermore, at the beginning of each year when the Employer increases the rate of employee premium contributions, the Hospital shall provide to the Union evidence of the actual increased total cost of the premium justifying the increase in the employee premium contributions.

The monthly contributions for the PPO Plan are net of a \$50 monthly credit for participation in the Hospital's Wellness@Work program. An employee is considered to be participating in the Wellness@Work program if she/he does one of the following:

i. Personal Health Assessment

The employee completes an online confidential Personal Health Assessment.

OR

ii. Wellness Plan

(1) The employee meets with his/her personal physician for an annual wellness examination and to have a discussion about lifestyle management choices and wellness; and

(2) The employee provides the "Annual Wellness Exam Certificate" signed by his/her personal physician to Wellness@Work's third party Wellness Administrator as communicated on the intranet and during open enrollment.

The annual participation window for either option 1 or option 2 is between August 15th and December 15th prior to the effective date of the new plan year (January 1st). For employees who have complied with the Wellness participation for the 2019 plan

year, they will not need to provide proof again for the 2020 plan year, as they will be grandfathered into the program for the 2020 plan year.

If the employee does not meet the above prescribed time frame, the employee will be charged the full contribution amount starting with the first paycheck in the new plan year, and will continue until the end of the plan year. Only the employee is required to complete the Personal Health Assessment or the Annual Wellness Examination for dependents to be covered.

There is no requirement to demonstrate that the employee has reached any goals set during his/her physician appointment.

During the term of the contract, the Hospital shall continue to offer the aforementioned cost waiver program and wellness credit for employees through the Personal Health Assessment or the Annual Wellness Examination.

The Hospital will continue to offer Domestic Partner health benefit coverage in accordance with established policy.

The annual maximum for the dental plan shall be \$2000.

Pursuant to the terms of Hospital policy, the Hospital shall offer a rebate program that provides \$2,400 annually to a benefited employee who elects not to take any health benefit offered by the Hospital due to alternate coverage.

During the term of the contract, the Hospital will maintain the health plans (and the dental and vision plans) described herein without any change to benefit coverage or the major plan elements as outlined in the attached Side Letter titled “Major Plan Elements for Health Plans”.

19.2 RETIREE HEALTH CARE ACCOUNT

The Hospital will establish a Retiree Health Care Account (“RHCA”) for eligible bargaining unit employees. The retiree may use said account to offset the cost of health plan premiums, as follows:

a. Eligibility

For all regular full-time and part-time employees at age 55 or older with 10 or more years of eligible service (floor/minimum); 1,000 hours = 1 year of service = \$1,000 for the employee’s account.

b. Account Value

Retirement Age	Career Maximum in Account
55+	\$20,000 (e.g., 20 years of eligible service)

For bargaining unit employees hired prior to January 1, 2012 only:

Retirement Age	Career Maximum in Account
55 – 59	\$20,000 (e.g., 20 years of eligible service)
60+	\$25,000 (e.g., 25 plus years of eligible service)

c. Benefit Calculation Based on Hours Worked in Eligible Position

The benefit is calculated based on \$1,000 per year in which the employee worked at least 1,000 hours in an eligible position.

d. Educational Materials

The Hospital shall provide employees with additional information about the RHCA.

e. Governing Document

Where the parties' Agreement is silent as to some aspect of the RHCA, the relevant plan document, as amended, shall govern.

ARTICLE 20 – PHYSICAL EXAMINATION

The Hospital shall provide, without cost, a pre-employment physical examination and, at the request of the employee, an annual physical examination in accordance with its practice. An employee shall be notified of any unusual findings in the examination, and the employee's private physician, upon request, shall be furnished with the details thereof. At the option of the employee, such examinations may be performed by the employee's personal physician. If the employee chooses to be examined by a physician of his or her choice, the employee must assume responsibility for charges for the examination and must return the completed physical examination record to the Employee Health Service. If the Hospital requires physical examinations other than the pre-employment physical, they shall be made during the employee's regular shift unless other mutually satisfactory arrangements are agreed upon.

ARTICLE 21 – SENIORITY, LAYOFF, AND RECALL

21.1 SENIORITY

Seniority shall commence on the most recent date of continuous employment as a regular full-time or regular part-time employee scheduled to work twenty (20) or more hours a week, except that seniority shall not apply during the probationary period. Upon satisfactory completion of probation, seniority shall be established retroactively as of the date of hire.

Seniority shall be established on the basis of years of service in the classifications covered by this Agreement, and shall not include service in other areas of the Hospital and/or classifications. It is further agreed that the Hospital will not enter into any agreement with any other labor organization, including labor organizations with which the Union may merge or affiliate, that conflicts with this provision.

Per Diem employees shall be granted seniority, based on the most recent hire date, for layoff and job bidding purposes (including bidding for cross-training programs). Seniority will be accumulated by Per Diem employees based on one full year of seniority for each 1040 hours worked in a calendar year, provided, however, that employment is continuous, and that no employee shall receive more than one full year of seniority credit per calendar year. An employee who has previously worked in a benefited position shall have the time spent in a benefited status added to the calculation of seniority.

The seniority list will be prepared at the beginning of each year and provided to the Union no later than March 1, and shall be used for all purposes for which seniority is considered during the twelve-month period following March 1 of each year, except for layoff purposes, where seniority shall be recalculated for all affected employees as of the beginning of the month in which the layoff is to occur.

21.2 LAYOFF

a. In a reduction in force and subsequent recall, the principle of seniority shall govern.

The Hospital shall provide the Union with no less than sixty (60) days notice prior to management's desired date to initiate a reduction in force, though this sixty (60) day notice requirement may be decreased by mutual agreement between the parties if rendered necessary by a relevant emergency declared by local, state, or federal government. The Hospital and the Union shall meet and confer about the extent of such reduction and shall meet and bargain over the impact of such reduction. If, after meet-and-confer efforts and impact negotiations have been completed, there is an insufficient number of volunteers to meet the goals of the layoff, then the reduction in force shall be initiated.

b. Once a Reduction in Force has Been Initiated

The Employer will generate a list of employees to be affected by the reduction in force. Employees will be affected in the following order:

- i. Per Diem employees in reverse order of seniority, then
- ii. Regular Full-Time and Regular Part-Time employees in reverse order of seniority.

At any time, any employee to be affected may elect a voluntary layoff status.

c. Vacant Positions Applied For

For a period of fifteen (15) calendar days from the date of initiation of the reduction in force, the Employee(s) to be affected may apply for any open position for which they are qualified and for which they meet position requirements. Employees may exercise this option at any time during the layoff process.

At the end of the fifteen (15) calendar days, these Employees who have applied for vacant positions will be awarded these positions. In cases where multiple affected employees have applied for the same position, seniority will prevail.

d. Vacant Positions Remaining

Thereafter, each remaining Employee to be affected will be placed into any vacant position of the same status, shift, and classification, provided he/she meets the position requirements, in order of seniority.

Thereafter, each remaining Full-time Employee to be affected, at his/her option, will be placed into any vacant Part-time position, provided he/she meets the position requirements, in order of seniority.

e. Displacement

At any time during the process, any benefitted Employee to be affected may elect to displace the least senior Employee in any classification other than his/her own, provided that he/she meets the minimum position requirements and provided that he/she has higher seniority than the employee who he/she is displacing.

f. Final Steps

Any employee remaining after all of this shall be given the option of being placed in a Per Diem position.

At this point, the actual reduction in force may occur.

21.3 RECALL

- a. An Employee on layoff status or whose hours or status were changed as a result of a reduction in hours, shall have rights in accordance with this provision for twelve (12) months from the date the employee was laid off. Recall will be by seniority and shall be implemented before any outside hiring.
- b. An Employee placed in a position on a different shift, status and/or classification shall have the right to return to his/her former shift, status and/or classification. If an Employee rejects the open 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 status, shift and classification 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 status, shift and classification at the time of layoff.

- d. Employees on reduced status due to a layoff from their former position shall be called for available hours in their department by seniority until they have reached the hours they would have worked had they retained their former status.

- e. Application of Reduction in Force Procedure and Alternate Arrangements

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 procedure to ensure its correct application to Employees. Nothing contained herein shall prevent the parties from mutually agreeing to an alternate arrangement or modifications to the procedures in a specific reduction in force, should the need arise.

- f. Bidding Rights of Laid Off Employees

An Employee who has been laid off from a Department or whose status has been changed due to a reduction in force shall retain bidding rights in the Department for the following periods of time, whichever occurs first:

- i. For twelve (12) months; or
- ii. Until the Employee has been placed in a permanent position with the same status (scheduled hours) held prior to the layoff; or
- iii. Until the Employee accepts a position for which training is provided under the terms of this Article; or
- iv. Until the Employee has refused recall to a position of the same status (scheduled hours) in his/her previous department.

- g. Training for Laid Off Employees

The Employer will provide up to eighty (80) hours (5 days a week for 8 hours for two consecutive weeks) of training for Employees who have been identified for layoff, who have applied for a position and who would be awarded the position but for the need of training. If the Employee is pulled from training for “department needs” the training must start again from the beginning, day one hour one.

ARTICLE 22 – JOB POSTING

All positions covered by this Agreement which are permanently vacated or newly created shall be posted on the bulletin board for a minimum of five (5) calendar days before being posted externally.

While acknowledging that the Hospital will on occasion need to post a position with very little notice, the parties agree to the following framework (referred to hereafter as “pre-posting”) for

generally encouraging the use of cross-training to fill vacant technologist positions: On or around January 1st of each year, and on or around June 1st of each year, the Hospital will advertise on the bulletin board a list of anticipated postings during at least the subsequent six (6) months, though the Employer may include on this list positions that are expected to be posted greater than six (6) months from the date of pre-posting. While the Employer may, at any time, post a vacant position that was not pre-posted, the Employer will make every effort to post every pre-posted position within twelve (12) months of its pre-posting.

When applicants meet the requirements for a posted position, the position shall be awarded to the most senior qualified applicant. One exception to this is that technologists employed by the Hospital who meet the qualifications of the posted position and who have gone through a relevant Hospital-administered cross-training program shall be given preference in filling a position over those who have not gone through such a program, regardless of seniority. Per diem and temporary employees shall be given preference over non-employee applicants.

The Hospital will provide one copy to the Union, or its designee, at the time it is processed.

Any person who transfers or is promoted from another Hospital department into a position covered by this Agreement shall serve a probationary period of ninety (90) days following the transfer or promotion. Any such probationary employee who is determined by the Hospital to be unable or unwilling to perform the required work in the new position shall be discharged without recourse to the grievance procedure.

ARTICLE 23 – BULLETIN BOARD/COMMUNICATION WITH EMPLOYEES

The Hospital will, upon reasonable notice and based on availability, permit the Union Representative to meet with bargaining unit employees on off-duty time in a designated meeting room on the Hospital premises. In addition, space on a bulletin board will be set aside for the use of the Union in communicating with bargaining unit employees about Union business.

ARTICLE 24 – WORK SCHEDULE

24.1 FOR ALL TECHNOLOGISTS

Schedules for regular full-time, regular part-time and per diem employees working a pre-determined regular schedule (i.e. vacation, holiday, training relief) shall be posted thirty (30) days in advance.

24.2 FOR ALL PER DIEM TECHNOLOGISTS

Per Diem employees shall submit their availability for scheduling thirty (30) days in advance of each thirty (30) day posting period. In the event that, without good cause, a technologist does not submit such availability for scheduling within the time limit above, the technologist shall be removed from the per diem list.

24.3 FOR ALL TECHNICIANS

Schedules for regular full-time, regular part-time and per diem employees shall be posted two (2) weeks in advance of the start of each schedule. Each posted schedule shall cover four (4) weeks.

When preparing the monthly schedule, management shall distribute daily assignments among variable shift employees (DE or DEN) according to seniority, where more senior employees shall be scheduled to assignments that begin earlier in the day.

Once posted, the schedule shall not be changed except by mutual agreement between management and the employee(s) who would be affected by the change.

24.4 FOR ALL PER DIEM TECHNICIANS

Per Diem employees shall submit their availability for scheduling twenty-one (21) days in advance of each four (4) week posting period. In the event that, without good cause, an employee does not submit such availability for scheduling within the time limit above, the employee shall be removed from the per diem list.

ARTICLE 25 – UNIFORMS

Employees will wear appropriate clothing and footwear while on duty, including official Hospital identification. The Hospital shall provide uniforms to those employees who wear the uniform to work.

ARTICLE 26 – SHOP STEWARD

The Union may appoint shop stewards in such manner as the Union determines and shall notify the Hospital of such appointments in writing. Shop stewards shall perform their functions outside their working hours on their own time. It is understood that the employees' rights to have a shop steward present during discussions with the Hospital shall be as recognized under applicable law.

A representative of the Union will be permitted to visit the Hospital during the working hours of represented employees to ascertain whether this Agreement is being observed and to assist in adjusting grievances. Such visits shall not unduly interfere with the work of represented employees.

ARTICLE 27 – ACCESS TO PERSONNEL RECORDS

An employee shall be allowed to inspect the material in his or her personnel file as provided by law during normal business hours of the Hospital and on the employee's own time. Copies of

any material which the employee is entitled to inspect requested by the employee shall be made at the employee's expense.

ARTICLE 28 – JOINT SAFETY COMMITTEE

A representative of NUHW shall be a member of the Radiation Safety Committee. The Radiation Safety Committee meets and operates under the guidelines outlined in Title 17 of the CDPH-RHB (California Department of Public Health – Radiologic Health Branch)

In addition, the Imaging Departments participate in the Hospital's safety program, which includes a mandatory daily huddle for all leaders where all employees are welcome. This committee addresses all safety concerns, and uses the Safety Incident Reporting System (SIRS) to track and identify trends.

Every current employee has attended, and all new employees shall attend, the Hospital's Operation Safety training.

This Article shall not be subject to the grievance procedure. No employee shall be disciplined or discharged for reporting faulty or improperly utilized equipment.

ARTICLE 29 – GRIEVANCE AND ARBITRATION

29.1 GRIEVANCE PROCEDURE

The Hospital respects the right of an employee to submit his/her problems or complaints without fear of recrimination and without prejudicing his/her position, provided that such action is conducted in accordance with the following procedure. The employee shall not suffer any loss of pay for the time spent in meetings or discussions at any step of the procedure. No grievance or complaint shall be considered under the procedure unless the employee has completed the probationary period and the grievance has been presented in writing within thirty (30) days of the alleged occurrence or within thirty (30) days of the time when in the ordinary course of employment such knowledge of the occurrence should have been known. In the event of discharge or suspension of an employee, the grievance must be presented within five (5) working days following discharge or suspension.

a. Step One

Grievances submitted by employees shall be delivered to the Department Manager, or designee, and a meeting shall be held between the parties involved within five (5) working days for the adjustment of the grievance. The Department Manager will give an answer to the employee within five (5) working days thereafter. If the employee feels an equitable solution has not been reached, he or she may request a meeting with an Employee & Labor Relations (ELR) Manager within five (5) working days of the Department Manager's, or designee's, response. A representative

of the Union may represent the employee at this step of the Grievance procedure and thereafter.

b. Step Two

The ELR Manager or designee, after hearing the complaint and discussing it with Department Manager, or designee, will give the employee an answer within five (5) working days. If the employee still feels an equitable solution has not been reached, he or she may request the ELR Manager to inform the Human Resources Director (HRD) of the situation within five (5) working days.

c. Step Three

The HRD or designee will meet with the employee, the employee's representative, Department Manager or designee, the department head and any others deemed appropriate. Upon conclusion of the presentation of the grievance, the HRD will give the employee an answer within five (5) working days.

d. Step Four

The employee has five (5) working days to appeal the HRD's answer to the Chief of Human Resources Officer (CHRO) or to an impartial arbitrator mutually agreed upon by the parties. The grieving employee shall be entitled to have a Union representative present and participate in the handling of the grievance at any of the steps of the grievance procedure. No grievance of an employee shall be resolved in the absence of the Union's representative.

Grievances submitted by the Union or the Hospital shall be in writing and submitted to the Department Manager or to an officer of the Union, as the case may be. The grievance shall thereupon be handled through the same four procedural levels as provided for employee grievances. The parties, however, may at any level waive the remaining steps of the grievance procedure and submit the matter directly to arbitration.

29.2 ARBITRATION

If the parties are unable to agree upon an arbitrator, within five (5) working days, following submission of a grievance to arbitration, they shall arrange to alternately strike one (1) name from a list provided by the State Conciliation Service or the Federal Mediation and Conciliation Service (the first to strike is decided by a flip of a coin), and the last name remaining shall be the impartial arbitrator. The arbitrator must be selected no later than ten (10) days after receipt of the list.

Each party shall bear all expenses of its own members and witnesses. The fee of the arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by both parties. The arbitrator shall have no power to add to, subtract from, or to change any of the terms or provisions of the Agreement. Jurisdiction of the arbitrator shall extend solely to claims of violation of specific written provisions of the Agreement and shall involve only the interpretation and application by the arbitrator.

ARTICLE 30 – JUST CAUSE AND PROGRESSIVE DISCIPLINE

The Hospital shall have the right to discipline, discharge, or suspend any employee for just cause. The Hospital will review all alleged violations by the employee of the Employer's policies and procedures, and agrees to exercise fair and reasonable judgment in the application of this provision.

If, in the opinion of the Union, an employee has been disciplined, discharged, or suspended without just cause, such discipline, discharge, or suspension shall be subject to the Grievance Procedure.

The Hospital may draft such reasonable policies and procedures as may be deemed necessary for governing the conduct of employees. Such policies and procedures, when drafted, shall be forwarded to the Union before being posted, communicated, or distributed to the employees.

It is the Employer's intent normally to make use of the principle of progressive discipline in accordance with established policies and procedures.

Prior disciplinary actions shall not be used as the basis for progressive discipline where there has not been a reoccurrence of a similar offense in a one (1) year period. However, nothing in this Section shall be construed to prohibit management from considering an employee's entire disciplinary file when determining the appropriate level of discipline.

ARTICLE 31 – NO REDUCTION

The Union does not object to any premium wage paid to employees above the rate contained herein. No employee shall have his or her wages, hours, or benefits reduced by reason of signing this Agreement.

ARTICLE 32 – TRANSPORT OF PATIENTS

It is recognized that the transporting of patients is not identified as a function in the Radiology Technologist job description, nor does the Hospital want Radiology Technologists to transport patients under ordinary circumstances. The Hospital employs Transport Aides for that purpose. Radiology Technologists will not be required to transport patients unless it is necessary in the interests of the patient's welfare.

The Hospital will cooperate fully in carrying out this commitment.

ARTICLE 33 – STRIKES AND LOCKOUTS

There shall be no strikes, sympathy strikes, work slowdowns, or other stoppages of work of any kind by the Union or the Hospital's bargaining unit employees and no lockouts by the Hospital during the life of this Agreement; however, nothing in this Agreement shall be interpreted to prohibit an employee, on an individual basis, from refusing to cross a lawful primary picket line established by any other labor organization with which the Hospital has a Section 9 relationship under the National Labor Relations Act, as amended, and the Hospital agrees that it shall not discipline or permanently replace an employee who, on an individual basis, refuses to cross any such lawful primary picket line.

ARTICLE 34 – TERM OF AGREEMENT

This agreement shall remain in full force and effect from October 1, 2018, up to and including September 30, 2023, and shall be renewed automatically from year to year thereafter unless either party, ninety (90) days in advance of September 30, 2023, serves notice in writing upon the other party of its desire to terminate, modify, or amend this agreement.

MARINHEALTH MEDICAL CENTER
(formerly Marin General Hospital)

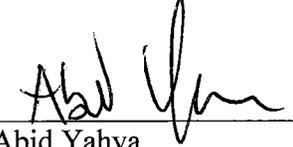
**NATIONAL UNION OF
HEALTHCARE WORKERS**


Ralston Brown
Manager, Employee & Labor Relations


Sal Rosselli
NUHW President

Date: 10/9/2020

Date: 10-26-2020


Abid Yahya
Assistant Director
Northern California Hospitals

NUHW BARGAINING TEAM

Alli Williams, Ultrasound

Brandy Mills, Pharmacy

Carol Usem, Ultrasound

Cierra Thlang, X-Ray

David Osborb, Nuclear Medicine

Deborah Savino, MRI

Ellen Garcia, Cardiac Sonography

Gretchen Shilling, Nuclear Medicine

Jenn Raven, CT

Jose Salazar, Pharmacy

Justin Lee, CT

Ken Cabeen, MRI

Kirby Smith, Pharmacy

Lena Leif, Cardiac Sonography

Mike King, Interventional Radiology

Ralph Reyes, Pharmacy

Rene Jimenez, Cardiac Sonography

Sam Khabanh, Pharmacy

Shannon Wolfe, Cardiac Sonography

Wes McDavid, Cardiac Sonography

APPENDIX A – WAGE SCALES

EFFECTIVE 2/21/19												
	1st		2nd		3rd		4th		5th		6th	
Radiologic Tech	\$47.38	2.9%	\$48.75	2.9%	\$50.17	2.9%	\$51.62	2.9%	\$53.12	3.0%	\$54.71	3.0%
Lead Rad Tech	\$54.08	2.7%	\$55.54	2.7%	\$57.03	2.7%	\$58.57	2.7%	\$60.16	2.7%	\$61.78	2.7%
CT Tech	\$51.09	2.7%	\$52.47	2.7%	\$53.88	2.7%	\$55.34	2.7%	\$56.83	2.7%	\$58.37	2.7%
Lead CT Tech	\$57.01	2.7%	\$58.55	2.7%	\$60.13	2.7%	\$61.75	2.7%	\$63.42	2.7%	\$65.13	2.7%
I/C/EP Tech	\$51.09	2.7%	\$52.47	2.7%	\$53.88	2.7%	\$55.34	2.7%	\$56.83	2.7%	\$58.37	2.7%
Lead I/C/EP Tech	\$57.01	2.7%	\$58.55	2.7%	\$60.13	2.7%	\$61.75	2.7%	\$63.42	2.7%	\$65.13	2.7%
MRI Tech	\$54.74	2.0%	\$55.84	2.0%	\$56.96	2.0%	\$58.10	2.0%	\$59.26	2.0%	\$60.44	2.0%
Lead MRI Tech	\$60.77	2.0%	\$61.99	2.0%	\$63.23	2.0%	\$64.49	2.0%	\$65.78	2.0%	\$67.09	2.0%
Ultrasound Tech I	\$51.50	2.9%	\$52.99	2.9%	\$54.53	2.0%	\$55.62	2.0%	\$56.73	2.0%	\$57.87	2.0%
Ultrasound Tech II	\$58.71	2.0%	\$59.88	2.0%	\$61.08	2.0%	\$62.30	2.0%	\$63.55	2.0%	\$64.82	2.0%
Ultrasound Tech III	\$59.74	2.0%	\$60.93	2.0%	\$62.15	2.0%	\$63.40	2.0%	\$64.66	2.0%	\$65.96	2.0%
Ultrasound Tech IV	\$60.77	2.0%	\$61.99	2.0%	\$63.23	2.0%	\$64.49	2.0%	\$65.78	2.0%	\$67.09	2.0%
Lead Ultrasound Tech	\$63.86	2.0%	\$65.14	2.0%	\$66.44	2.0%	\$67.77	2.0%	\$69.12	2.0%	\$70.51	2.0%
Cardiac Sonographer	\$58.20	2.0%	\$59.36	2.0%	\$60.55	2.0%	\$61.76	2.0%	\$62.99	2.0%	\$64.25	2.0%
Lead Cardiac Sonog.	\$63.35	2.0%	\$64.61	2.0%	\$65.90	2.0%	\$67.22	2.0%	\$68.57	2.0%	\$69.94	2.0%

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EFFECTIVE 2/21/19													
	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Radiologic Tech	\$56.35	3.0%	\$58.05	3.0%	\$59.79	2.8%	\$61.46	2.8%	\$63.18	2.8%	\$64.95	2.8%	\$66.77
Lead Rad Tech	\$63.45	2.7%	\$65.16	2.7%	\$66.92	3.0%	\$68.93	3.0%	\$71.00	3.0%	\$73.13	3.0%	\$75.32
CT Tech	\$59.94	2.7%	\$61.56	2.7%	\$63.22	3.0%	\$65.12	3.0%	\$67.07	3.0%	\$69.09	3.0%	\$71.16
Lead CT Tech	\$66.89	2.7%	\$68.70	2.7%	\$70.55	3.0%	\$72.67	3.0%	\$74.85	3.0%	\$77.10	3.0%	\$79.41
I/C/EP Tech	\$59.94	2.7%	\$61.56	2.7%	\$63.22	3.0%	\$65.12	3.0%	\$67.07	3.0%	\$69.09	3.0%	\$71.16
Lead I/C/EP Tech	\$66.89	2.7%	\$68.70	2.7%	\$70.55	3.0%	\$72.67	3.0%	\$74.85	3.0%	\$77.10	3.0%	\$79.41

EFFECTIVE 2/21/19

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
MRI Tech	\$61.65	2.0%	\$62.88	2.0%	\$64.14	3.0%	\$66.07	3.0%	\$68.05	3.0%	\$70.09	3.0%	\$72.19
Lead MRI Tech	\$68.44	2.0%	\$69.81	2.0%	\$71.20	3.0%	\$73.34	3.0%	\$75.54	3.0%	\$77.80	3.0%	\$80.14
Ultrasound Tech I	\$59.03	2.0%	\$60.21	2.0%	\$61.41	3.0%	\$63.25	3.0%	\$65.15	3.0%	\$67.10	3.0%	\$69.12
Ultrasound Tech II	\$66.12	2.0%	\$67.44	2.0%	\$68.79	3.0%	\$70.85	3.0%	\$72.98	3.0%	\$75.17	3.0%	\$77.42
Ultrasound Tech III	\$67.28	2.0%	\$68.62	2.0%	\$69.99	3.0%	\$72.09	3.0%	\$74.26	3.0%	\$76.49	3.0%	\$78.78
Ultrasound Tech IV	\$68.44	2.0%	\$69.81	2.0%	\$71.20	3.0%	\$73.34	3.0%	\$75.54	3.0%	\$77.80	3.0%	\$80.14
Lead Ultrasound Tech	\$71.92	2.0%	\$73.36	2.0%	\$74.82	3.0%	\$77.07	3.0%	\$79.38	3.0%	\$81.76	3.0%	\$84.21
Cardiac Sonographer	\$65.54	2.0%	\$66.85	2.0%	\$68.18	3.0%	\$70.23	3.0%	\$72.34	3.0%	\$74.51	3.0%	\$76.74
Lead Cardiac Sonog.	\$71.34	2.0%	\$72.76	2.0%	\$74.22	3.0%	\$76.45	3.0%	\$78.74	3.0%	\$81.10	3.0%	\$83.53

EFFECTIVE 5/28/19												
	1st		2nd		3rd		4th		5th		6th	
Pharmacy Tech	\$28.59	2.3%	\$29.25	2.3%	\$29.92	2.3%	\$30.61	2.3%	\$31.31	2.3%	\$32.03	2.3%
Clin Syst Pharm Tech	\$31.93	2.3%	\$32.66	2.3%	\$33.42	2.3%	\$34.18	2.3%	\$34.97	2.3%	\$35.77	2.3%
Nuc Med Tech	\$62.50	2.0%	\$63.75	2.0%	\$65.03	2.0%	\$66.33	2.0%	\$67.65	2.0%	\$69.01	2.0%
Lead Nuc Med Tech	\$68.50	2.0%	\$69.87	2.0%	\$71.27	2.0%	\$72.69	2.0%	\$74.15	2.0%	\$75.63	2.0%
Nuc Cardiovasc Tech	\$62.50	2.0%	\$63.75	2.0%	\$65.03	2.0%	\$66.33	2.0%	\$67.65	2.0%	\$69.01	2.0%

EFFECTIVE 5/28/19													
	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Pharmacy Tech	\$32.77	2.3%	\$33.52	2.5%	\$34.36	3.0%	\$35.39	3.0%	\$36.45	3.0%	\$37.55	3.0%	\$38.67
Clin Syst Pharm Tech	\$36.60	2.3%	\$37.44	2.5%	\$38.38	3.0%	\$39.53	3.0%	\$40.71	3.0%	\$41.93	3.0%	\$43.19
Nuc Med Tech	\$70.39	2.0%	\$71.79	2.0%	\$73.23	3.0%	\$75.43	3.0%	\$77.69	3.0%	\$80.02	3.0%	\$82.42
Lead Nuc Med Tech	\$77.14	2.0%	\$78.68	2.0%	\$80.26	3.0%	\$82.67	3.0%	\$85.15	3.0%	\$87.70	3.0%	\$90.33
Nuc Cardiovasc Tech	\$70.39	2.0%	\$71.79	2.0%	\$73.23	3.0%	\$75.43	3.0%	\$77.69	3.0%	\$80.02	3.0%	\$82.42

EFFECTIVE 10/1/19 (3.5% INCREASE)

	1st		2nd		3rd		4th		5th		6th	
Radiologic Tech	\$49.04	2.9%	\$50.46	2.9%	\$51.92	2.9%	\$53.43	2.9%	\$54.98	3.0%	\$56.63	3.0%
Lead Rad Tech	\$55.97	2.7%	\$57.48	2.7%	\$59.03	2.7%	\$60.62	2.7%	\$62.26	2.7%	\$63.94	2.7%
CT Tech	\$52.88	2.7%	\$54.30	2.7%	\$55.77	2.7%	\$57.28	2.7%	\$58.82	2.7%	\$60.41	2.7%
Lead CT Tech	\$59.01	2.7%	\$60.60	2.7%	\$62.24	2.7%	\$63.92	2.7%	\$65.64	2.7%	\$67.41	2.7%
I/C/EP Tech	\$52.88	2.7%	\$54.30	2.7%	\$55.77	2.7%	\$57.28	2.7%	\$58.82	2.7%	\$60.41	2.7%
Lead I/C/EP Tech	\$59.01	2.7%	\$60.60	2.7%	\$62.24	2.7%	\$63.92	2.7%	\$65.64	2.7%	\$67.41	2.7%
MRI Tech	\$56.66	2.0%	\$57.79	2.0%	\$58.95	2.0%	\$60.13	2.0%	\$61.33	2.0%	\$62.56	2.0%
Lead MRI Tech	\$62.90	2.0%	\$64.15	2.0%	\$65.44	2.0%	\$66.75	2.0%	\$68.08	2.0%	\$69.44	2.0%
Ultrasound Tech I	\$53.30	2.9%	\$54.85	2.9%	\$56.44	2.0%	\$57.57	2.0%	\$58.72	2.0%	\$59.89	2.0%
Ultrasound Tech II	\$60.76	2.0%	\$61.98	2.0%	\$63.22	2.0%	\$64.48	2.0%	\$65.77	2.0%	\$67.09	2.0%
Ultrasound Tech III	\$61.83	2.0%	\$63.07	2.0%	\$64.33	2.0%	\$65.62	2.0%	\$66.93	2.0%	\$68.27	2.0%
Ultrasound Tech IV	\$62.90	2.0%	\$64.15	2.0%	\$65.44	2.0%	\$66.75	2.0%	\$68.08	2.0%	\$69.44	2.0%
Lead Ultrasound Tech	\$66.10	2.0%	\$67.42	2.0%	\$68.77	2.0%	\$70.14	2.0%	\$71.54	2.0%	\$72.97	2.0%
Cardiac Sonographer	\$60.23	2.0%	\$61.44	2.0%	\$62.67	2.0%	\$63.92	2.0%	\$65.20	2.0%	\$66.50	2.0%
Lead Cardiac Sonog.	\$65.56	2.0%	\$66.87	2.0%	\$68.21	2.0%	\$69.57	2.0%	\$70.97	2.0%	\$72.39	2.0%
Pharmacy Tech	\$29.59	2.3%	\$30.27	2.3%	\$30.97	2.3%	\$31.68	2.3%	\$32.41	2.3%	\$33.15	2.3%
Clin Syst Pharm Tech	\$33.05	2.3%	\$33.81	2.3%	\$34.59	2.3%	\$35.38	2.3%	\$36.19	2.3%	\$37.03	2.3%
Nuc Med Tech	\$64.69	2.0%	\$65.98	2.0%	\$67.30	2.0%	\$68.65	2.0%	\$70.02	2.0%	\$71.42	2.0%
Lead Nuc Med Tech	\$70.90	2.0%	\$72.32	2.0%	\$73.76	2.0%	\$75.24	2.0%	\$76.74	2.0%	\$78.28	2.0%
Nuc Cardiovasc Tech	\$64.69	2.0%	\$65.98	2.0%	\$67.30	2.0%	\$68.65	2.0%	\$70.02	2.0%	\$71.42	2.0%

EFFECTIVE 10/1/19 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Radiologic Tech	\$58.33	3.0%	\$60.08	3.0%	\$61.88	2.8%	\$63.61	2.8%	\$65.39	2.8%	\$67.22	2.8%	\$69.11
Lead Rad Tech	\$65.67	2.7%	\$67.44	2.7%	\$69.26	3.0%	\$71.34	3.0%	\$73.48	3.0%	\$75.69	3.0%	\$77.96
CT Tech	\$62.04	2.7%	\$63.72	2.7%	\$65.44	3.0%	\$67.40	3.0%	\$69.42	3.0%	\$71.50	3.0%	\$73.65

EFFECTIVE 10/1/19 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Lead CT Tech	\$69.23	2.7%	\$71.10	2.7%	\$73.02	3.0%	\$75.21	3.0%	\$77.47	3.0%	\$79.79	3.0%	\$82.19
I/C/EP Tech	\$62.04	2.7%	\$63.72	2.7%	\$65.44	3.0%	\$67.40	3.0%	\$69.42	3.0%	\$71.50	3.0%	\$73.65
Lead I/C/EP Tech	\$69.23	2.7%	\$71.10	2.7%	\$73.02	3.0%	\$75.21	3.0%	\$77.47	3.0%	\$79.79	3.0%	\$82.19
MRI Tech	\$63.81	2.0%	\$65.09	2.0%	\$66.39	3.0%	\$68.38	3.0%	\$70.43	3.0%	\$72.54	3.0%	\$74.72
Lead MRI Tech	\$70.83	2.0%	\$72.25	2.0%	\$73.69	3.0%	\$75.90	3.0%	\$78.18	3.0%	\$80.53	3.0%	\$82.94
Ultrasound Tech I	\$61.09	2.0%	\$62.31	2.0%	\$63.56	3.0%	\$65.47	3.0%	\$67.43	3.0%	\$69.45	3.0%	\$71.54
Ultrasound Tech II	\$68.43	2.0%	\$69.80	2.0%	\$71.20	3.0%	\$73.33	3.0%	\$75.53	3.0%	\$77.80	3.0%	\$80.13
Ultrasound Tech III	\$69.63	2.0%	\$71.02	2.0%	\$72.44	3.0%	\$74.62	3.0%	\$76.86	3.0%	\$79.16	3.0%	\$81.54
Ultrasound Tech IV	\$70.83	2.0%	\$72.25	2.0%	\$73.69	3.0%	\$75.90	3.0%	\$78.18	3.0%	\$80.53	3.0%	\$82.94
Lead Ultrasound Tech	\$74.43	2.0%	\$75.92	2.0%	\$77.44	3.0%	\$79.76	3.0%	\$82.16	3.0%	\$84.62	3.0%	\$87.16
Cardiac Sonographer	\$67.83	2.0%	\$69.19	2.0%	\$70.57	3.0%	\$72.69	3.0%	\$74.87	3.0%	\$77.12	3.0%	\$79.43
Lead Cardiac Sonog.	\$73.83	2.0%	\$75.31	2.0%	\$76.82	3.0%	\$79.12	3.0%	\$81.49	3.0%	\$83.94	3.0%	\$86.46
Pharmacy Tech	\$33.92	2.3%	\$34.70	2.5%	\$35.56	3.0%	\$36.63	3.0%	\$37.73	3.0%	\$38.86	3.0%	\$40.03
Clin Syst Pharm Tech	\$37.88	2.3%	\$38.75	2.5%	\$39.72	3.0%	\$40.91	3.0%	\$42.14	3.0%	\$43.40	3.0%	\$44.70
Nuc Med Tech	\$72.85	2.0%	\$74.31	2.0%	\$75.79	3.0%	\$78.07	3.0%	\$80.41	3.0%	\$82.82	3.0%	\$85.30
Lead Nuc Med Tech	\$79.84	2.0%	\$81.44	2.0%	\$83.07	3.0%	\$85.56	3.0%	\$88.13	3.0%	\$90.77	3.0%	\$93.49
Nuc Cardiovasc Tech	\$72.85	2.0%	\$74.31	2.0%	\$75.79	3.0%	\$78.07	3.0%	\$80.41	3.0%	\$82.82	3.0%	\$85.30

EFFECTIVE 10/1/20 (3% INCREASE)

	1st		2nd		3rd		4th		5th		6th	
Radiologic Tech	\$50.51	2.9%	\$51.97	2.9%	\$53.48	2.9%	\$55.03	2.9%	\$56.63	3.0%	\$58.33	3.0%
Lead Rad Tech	\$57.65	2.7%	\$59.20	2.7%	\$60.80	2.7%	\$62.44	2.7%	\$64.13	2.7%	\$65.86	2.7%
CT Tech	\$54.46	2.7%	\$55.93	2.7%	\$57.44	2.7%	\$58.99	2.7%	\$60.59	2.7%	\$62.22	2.7%
Lead CT Tech	\$60.78	2.7%	\$62.42	2.7%	\$64.10	2.7%	\$65.83	2.7%	\$67.61	2.7%	\$69.44	2.7%
I/C/EP Tech	\$54.46	2.7%	\$55.93	2.7%	\$57.44	2.7%	\$58.99	2.7%	\$60.59	2.7%	\$62.22	2.7%
Lead I/C/EP Tech	\$60.78	2.7%	\$62.42	2.7%	\$64.10	2.7%	\$65.83	2.7%	\$67.61	2.7%	\$69.44	2.7%
MRI Tech	\$58.36	2.0%	\$59.53	2.0%	\$60.72	2.0%	\$61.93	2.0%	\$63.17	2.0%	\$64.43	2.0%
Lead MRI Tech	\$64.78	2.0%	\$66.08	2.0%	\$67.40	2.0%	\$68.75	2.0%	\$70.12	2.0%	\$71.53	2.0%
Ultrasound Tech I	\$54.90	2.9%	\$56.49	2.9%	\$58.13	2.0%	\$59.29	2.0%	\$60.48	2.0%	\$61.69	2.0%
Ultrasound Tech II	\$62.59	2.0%	\$63.84	2.0%	\$65.12	2.0%	\$66.42	2.0%	\$67.75	2.0%	\$69.10	2.0%
Ultrasound Tech III	\$63.69	2.0%	\$64.96	2.0%	\$66.26	2.0%	\$67.58	2.0%	\$68.94	2.0%	\$70.31	2.0%
Ultrasound Tech IV	\$64.78	2.0%	\$66.08	2.0%	\$67.40	2.0%	\$68.75	2.0%	\$70.12	2.0%	\$71.53	2.0%
Lead Ultrasound Tech	\$68.08	2.0%	\$69.44	2.0%	\$70.83	2.0%	\$72.24	2.0%	\$73.69	2.0%	\$75.16	2.0%
Cardiac Sonographer	\$62.04	2.0%	\$63.28	2.0%	\$64.55	2.0%	\$65.84	2.0%	\$67.15	2.0%	\$68.50	2.0%
Lead Cardiac Sonog.	\$67.53	2.0%	\$68.88	2.0%	\$70.26	2.0%	\$71.66	2.0%	\$73.10	2.0%	\$74.56	2.0%
Pharmacy Tech	\$30.48	2.3%	\$31.18	2.3%	\$31.90	2.3%	\$32.63	2.3%	\$33.38	2.3%	\$34.15	2.3%
Clin Syst Pharm Tech	\$34.04	2.3%	\$34.82	2.3%	\$35.62	2.3%	\$36.44	2.3%	\$37.28	2.3%	\$38.14	2.3%
Nuc Med Tech	\$66.63	2.0%	\$67.96	2.0%	\$69.32	2.0%	\$70.71	2.0%	\$72.12	2.0%	\$73.56	2.0%
Lead Nuc Med Tech	\$73.02	2.0%	\$74.48	2.0%	\$75.97	2.0%	\$77.49	2.0%	\$79.04	2.0%	\$80.62	2.0%
Nuc Cardiovasc Tech	\$66.63	2.0%	\$67.96	2.0%	\$69.32	2.0%	\$70.71	2.0%	\$72.12	2.0%	\$73.56	2.0%

EFFECTIVE 10/1/20 (3% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Radiologic Tech	\$60.08	3.0%	\$61.88	3.0%	\$63.74	2.8%	\$65.52	2.8%	\$67.35	2.8%	\$69.24	2.8%	\$71.18
Lead Rad Tech	\$67.64	2.7%	\$69.47	2.7%	\$71.34	3.0%	\$73.48	3.0%	\$75.69	3.0%	\$77.96	3.0%	\$80.29
CT Tech	\$63.90	2.7%	\$65.63	2.7%	\$67.40	3.0%	\$69.42	3.0%	\$71.50	3.0%	\$73.65	3.0%	\$75.86

EFFECTIVE 10/1/20 (3% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Lead CT Tech	\$71.31	2.7%	\$73.24	2.7%	\$75.21	3.0%	\$77.47	3.0%	\$79.79	3.0%	\$82.19	3.0%	\$84.65
I/C/EP Tech	\$63.90	2.7%	\$65.63	2.7%	\$67.40	3.0%	\$69.42	3.0%	\$71.50	3.0%	\$73.65	3.0%	\$75.86
Lead I/C/EP Tech	\$71.31	2.7%	\$73.24	2.7%	\$75.21	3.0%	\$77.47	3.0%	\$79.79	3.0%	\$82.19	3.0%	\$84.65
MRI Tech	\$65.72	2.0%	\$67.04	2.0%	\$68.38	3.0%	\$70.43	3.0%	\$72.54	3.0%	\$74.72	3.0%	\$76.96
Lead MRI Tech	\$72.96	2.0%	\$74.42	2.0%	\$75.90	3.0%	\$78.18	3.0%	\$80.53	3.0%	\$82.94	3.0%	\$85.43
Ultrasound Tech I	\$62.92	2.0%	\$64.18	2.0%	\$65.47	3.0%	\$67.43	3.0%	\$69.45	3.0%	\$71.54	3.0%	\$73.68
Ultrasound Tech II	\$70.48	2.0%	\$71.89	2.0%	\$73.33	3.0%	\$75.53	3.0%	\$77.80	3.0%	\$80.13	3.0%	\$82.54
Ultrasound Tech III	\$71.72	2.0%	\$73.15	2.0%	\$74.62	3.0%	\$76.86	3.0%	\$79.16	3.0%	\$81.54	3.0%	\$83.98
Ultrasound Tech IV	\$72.96	2.0%	\$74.42	2.0%	\$75.90	3.0%	\$78.18	3.0%	\$80.53	3.0%	\$82.94	3.0%	\$85.43
Lead Ultrasound Tech	\$76.67	2.0%	\$78.20	2.0%	\$79.76	3.0%	\$82.16	3.0%	\$84.62	3.0%	\$87.16	3.0%	\$89.78
Cardiac Sonographer	\$69.87	2.0%	\$71.26	2.0%	\$72.69	3.0%	\$74.87	3.0%	\$77.12	3.0%	\$79.43	3.0%	\$81.81
Lead Cardiac Sonog.	\$76.05	2.0%	\$77.57	2.0%	\$79.12	3.0%	\$81.49	3.0%	\$83.94	3.0%	\$86.46	3.0%	\$89.05
Pharmacy Tech	\$34.93	2.3%	\$35.74	2.5%	\$36.63	3.0%	\$37.73	3.0%	\$38.86	3.0%	\$40.03	3.0%	\$41.23
Clin Syst Pharm Tech	\$39.01	2.3%	\$39.91	2.5%	\$40.91	3.0%	\$42.14	3.0%	\$43.40	3.0%	\$44.70	3.0%	\$46.04
Nuc Med Tech	\$75.03	2.0%	\$76.53	2.0%	\$78.07	3.0%	\$80.41	3.0%	\$82.82	3.0%	\$85.30	3.0%	\$87.86
Lead Nuc Med Tech	\$82.24	2.0%	\$83.88	2.0%	\$85.56	3.0%	\$88.13	3.0%	\$90.77	3.0%	\$93.49	3.0%	\$96.30
Nuc Cardiovasc Tech	\$75.03	2.0%	\$76.53	2.0%	\$78.07	3.0%	\$80.41	3.0%	\$82.82	3.0%	\$85.30	3.0%	\$87.86

EFFECTIVE 10/1/21 (3.5% INCREASE)

	1st		2nd		3rd		4th		5th		6th	
Radiologic Tech	\$52.28	2.9%	\$53.79	2.9%	\$55.35	2.9%	\$56.96	2.9%	\$58.61	3.0%	\$60.37	3.0%
Lead Rad Tech	\$59.66	2.7%	\$61.28	2.7%	\$62.93	2.7%	\$64.63	2.7%	\$66.37	2.7%	\$68.17	2.7%
CT Tech	\$56.37	2.7%	\$57.89	2.7%	\$59.45	2.7%	\$61.06	2.7%	\$62.71	2.7%	\$64.40	2.7%
Lead CT Tech	\$62.90	2.7%	\$64.60	2.7%	\$66.35	2.7%	\$68.14	2.7%	\$69.98	2.7%	\$71.87	2.7%
I/C/EP Tech	\$56.37	2.7%	\$57.89	2.7%	\$59.45	2.7%	\$61.06	2.7%	\$62.71	2.7%	\$64.40	2.7%
Lead I/C/EP Tech	\$62.90	2.7%	\$64.60	2.7%	\$66.35	2.7%	\$68.14	2.7%	\$69.98	2.7%	\$71.87	2.7%
MRI Tech	\$60.40	2.0%	\$61.61	2.0%	\$62.84	2.0%	\$64.10	2.0%	\$65.38	2.0%	\$66.69	2.0%
Lead MRI Tech	\$67.05	2.0%	\$68.39	2.0%	\$69.76	2.0%	\$71.16	2.0%	\$72.58	2.0%	\$74.03	2.0%
Ultrasound Tech I	\$56.82	2.9%	\$58.47	2.9%	\$60.17	2.0%	\$61.37	2.0%	\$62.60	2.0%	\$63.85	2.0%
Ultrasound Tech II	\$64.78	2.0%	\$66.07	2.0%	\$67.40	2.0%	\$68.74	2.0%	\$70.12	2.0%	\$71.52	2.0%
Ultrasound Tech III	\$65.91	2.0%	\$67.23	2.0%	\$68.58	2.0%	\$69.95	2.0%	\$71.35	2.0%	\$72.78	2.0%
Ultrasound Tech IV	\$67.05	2.0%	\$68.39	2.0%	\$69.76	2.0%	\$71.16	2.0%	\$72.58	2.0%	\$74.03	2.0%
Lead Ultrasound Tech	\$70.46	2.0%	\$71.87	2.0%	\$73.31	2.0%	\$74.77	2.0%	\$76.27	2.0%	\$77.79	2.0%
Cardiac Sonographer	\$64.21	2.0%	\$65.49	2.0%	\$66.80	2.0%	\$68.14	2.0%	\$69.50	2.0%	\$70.89	2.0%
Lead Cardiac Sonog.	\$69.89	2.0%	\$71.29	2.0%	\$72.72	2.0%	\$74.17	2.0%	\$75.65	2.0%	\$77.17	2.0%
Pharmacy Tech	\$31.55	2.3%	\$32.27	2.3%	\$33.01	2.3%	\$33.77	2.3%	\$34.55	2.3%	\$35.34	2.3%
Clin Syst Pharm Tech	\$35.23	2.3%	\$36.04	2.3%	\$36.87	2.3%	\$37.72	2.3%	\$38.59	2.3%	\$39.47	2.3%
Nuc Med Tech	\$68.96	2.0%	\$70.34	2.0%	\$71.75	2.0%	\$73.18	2.0%	\$74.64	2.0%	\$76.14	2.0%
Lead Nuc Med Tech	\$75.58	2.0%	\$77.09	2.0%	\$78.63	2.0%	\$80.21	2.0%	\$81.81	2.0%	\$83.45	2.0%
Nuc Cardiovasc Tech	\$68.96	2.0%	\$70.34	2.0%	\$71.75	2.0%	\$73.18	2.0%	\$74.64	2.0%	\$76.14	2.0%

EFFECTIVE 10/1/21 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Radiologic Tech	\$62.18	3.0%	\$64.05	3.0%	\$65.97	2.8%	\$67.81	2.8%	\$69.71	2.8%	\$71.66	2.8%	\$73.67
Lead Rad Tech	\$70.01	2.7%	\$71.90	2.7%	\$73.84	3.0%	\$76.05	3.0%	\$78.33	3.0%	\$80.68	3.0%	\$83.10
CT Tech	\$66.14	2.7%	\$67.93	2.7%	\$69.76	3.0%	\$71.85	3.0%	\$74.01	3.0%	\$76.23	3.0%	\$78.51

EFFECTIVE 10/1/21 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Lead CT Tech	\$73.81	2.7%	\$75.80	2.7%	\$77.85	3.0%	\$80.18	3.0%	\$82.59	3.0%	\$85.06	3.0%	\$87.62
I/C/EP Tech	\$66.14	2.7%	\$67.93	2.7%	\$69.76	3.0%	\$71.85	3.0%	\$74.01	3.0%	\$76.23	3.0%	\$78.51
Lead I/C/EP Tech	\$73.81	2.7%	\$75.80	2.7%	\$77.85	3.0%	\$80.18	3.0%	\$82.59	3.0%	\$85.06	3.0%	\$87.62
MRI Tech	\$68.02	2.0%	\$69.38	2.0%	\$70.77	3.0%	\$72.89	3.0%	\$75.08	3.0%	\$77.33	3.0%	\$79.65
Lead MRI Tech	\$75.51	2.0%	\$77.02	2.0%	\$78.56	3.0%	\$80.92	3.0%	\$83.35	3.0%	\$85.85	3.0%	\$88.42
Ultrasound Tech I	\$65.13	2.0%	\$66.43	2.0%	\$67.76	3.0%	\$69.79	3.0%	\$71.88	3.0%	\$74.04	3.0%	\$76.26
Ultrasound Tech II	\$72.95	2.0%	\$74.41	2.0%	\$75.90	3.0%	\$78.18	3.0%	\$80.52	3.0%	\$82.94	3.0%	\$85.42
Ultrasound Tech III	\$74.23	2.0%	\$75.72	2.0%	\$77.23	3.0%	\$79.55	3.0%	\$81.93	3.0%	\$84.39	3.0%	\$86.92
Ultrasound Tech IV	\$75.51	2.0%	\$77.02	2.0%	\$78.56	3.0%	\$80.92	3.0%	\$83.35	3.0%	\$85.85	3.0%	\$88.42
Lead Ultrasound Tech	\$79.35	2.0%	\$80.94	2.0%	\$82.56	3.0%	\$85.03	3.0%	\$87.58	3.0%	\$90.21	3.0%	\$92.92
Cardiac Sonographer	\$72.31	2.0%	\$73.76	2.0%	\$75.23	3.0%	\$77.49	3.0%	\$79.81	3.0%	\$82.21	3.0%	\$84.67
Lead Cardiac Sonog.	\$78.71	2.0%	\$80.28	2.0%	\$81.89	3.0%	\$84.35	3.0%	\$86.88	3.0%	\$89.48	3.0%	\$92.17
Pharmacy Tech	\$36.16	2.3%	\$36.99	2.5%	\$37.91	3.0%	\$39.05	3.0%	\$40.22	3.0%	\$41.43	3.0%	\$42.67
Clin Syst Pharm Tech	\$40.38	2.3%	\$41.31	2.5%	\$42.34	3.0%	\$43.61	3.0%	\$44.92	3.0%	\$46.27	3.0%	\$47.66
Nuc Med Tech	\$77.66	2.0%	\$79.21	2.0%	\$80.80	3.0%	\$83.22	3.0%	\$85.72	3.0%	\$88.29	3.0%	\$90.94
Lead Nuc Med Tech	\$85.12	2.0%	\$86.82	2.0%	\$88.55	3.0%	\$91.21	3.0%	\$93.95	3.0%	\$96.77	3.0%	\$99.67
Nuc Cardiovasc Tech	\$77.66	2.0%	\$79.21	2.0%	\$80.80	3.0%	\$83.22	3.0%	\$85.72	3.0%	\$88.29	3.0%	\$90.94

EFFECTIVE 10/1/22 (3.5% INCREASE)

	1st		2nd		3rd		4th		5th		6th	
Radiologic Tech	\$54.11	2.9%	\$55.68	2.9%	\$57.29	2.9%	\$58.95	2.9%	\$60.66	3.0%	\$62.48	3.0%
Lead Rad Tech	\$61.75	2.7%	\$63.42	2.7%	\$65.13	2.7%	\$66.89	2.7%	\$68.70	2.7%	\$70.55	2.7%
CT Tech	\$58.34	2.7%	\$59.92	2.7%	\$61.53	2.7%	\$63.20	2.7%	\$64.90	2.7%	\$66.65	2.7%
Lead CT Tech	\$65.10	2.7%	\$66.86	2.7%	\$68.67	2.7%	\$70.52	2.7%	\$72.43	2.7%	\$74.38	2.7%
I/C/EP Tech	\$58.34	2.7%	\$59.92	2.7%	\$61.53	2.7%	\$63.20	2.7%	\$64.90	2.7%	\$66.65	2.7%
Lead I/C/EP Tech	\$65.10	2.7%	\$66.86	2.7%	\$68.67	2.7%	\$70.52	2.7%	\$72.43	2.7%	\$74.38	2.7%
MRI Tech	\$62.52	2.0%	\$63.77	2.0%	\$65.04	2.0%	\$66.34	2.0%	\$67.67	2.0%	\$69.02	2.0%
Lead MRI Tech	\$69.40	2.0%	\$70.79	2.0%	\$72.20	2.0%	\$73.65	2.0%	\$75.12	2.0%	\$76.62	2.0%
Ultrasound Tech I	\$58.81	2.9%	\$60.52	2.9%	\$62.27	2.0%	\$63.52	2.0%	\$64.79	2.0%	\$66.08	2.0%
Ultrasound Tech II	\$67.05	2.0%	\$68.39	2.0%	\$69.75	2.0%	\$71.15	2.0%	\$72.57	2.0%	\$74.02	2.0%
Ultrasound Tech III	\$68.22	2.0%	\$69.59	2.0%	\$70.98	2.0%	\$72.40	2.0%	\$73.85	2.0%	\$75.32	2.0%
Ultrasound Tech IV	\$69.40	2.0%	\$70.79	2.0%	\$72.20	2.0%	\$73.65	2.0%	\$75.12	2.0%	\$76.62	2.0%
Lead Ultrasound Tech	\$72.93	2.0%	\$74.39	2.0%	\$75.87	2.0%	\$77.39	2.0%	\$78.94	2.0%	\$80.52	2.0%
Cardiac Sonographer	\$66.46	2.0%	\$67.79	2.0%	\$69.14	2.0%	\$70.53	2.0%	\$71.94	2.0%	\$73.37	2.0%
Lead Cardiac Sonog.	\$72.34	2.0%	\$73.79	2.0%	\$75.26	2.0%	\$76.77	2.0%	\$78.30	2.0%	\$79.87	2.0%
Pharmacy Tech	\$32.65	2.3%	\$33.40	2.3%	\$34.17	2.3%	\$34.95	2.3%	\$35.76	2.3%	\$36.58	2.3%
Clin Syst Pharm Tech	\$36.46	2.3%	\$37.30	2.3%	\$38.16	2.3%	\$39.04	2.3%	\$39.94	2.3%	\$40.85	2.3%
Nuc Med Tech	\$71.37	2.0%	\$72.80	2.0%	\$74.26	2.0%	\$75.74	2.0%	\$77.26	2.0%	\$78.80	2.0%
Lead Nuc Med Tech	\$78.23	2.0%	\$79.79	2.0%	\$81.39	2.0%	\$83.01	2.0%	\$84.67	2.0%	\$86.37	2.0%
Nuc Cardiovasc Tech	\$71.37	2.0%	\$72.80	2.0%	\$74.26	2.0%	\$75.74	2.0%	\$77.26	2.0%	\$78.80	2.0%

EFFECTIVE 10/1/22 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Radiologic Tech	\$64.36	3.0%	\$66.29	3.0%	\$68.28	2.8%	\$70.19	2.8%	\$72.15	2.8%	\$74.17	2.8%	\$76.25
Lead Rad Tech	\$72.46	2.7%	\$74.41	2.7%	\$76.42	3.0%	\$78.71	3.0%	\$81.08	3.0%	\$83.51	3.0%	\$86.01
CT Tech	\$68.45	2.7%	\$70.30	2.7%	\$72.20	3.0%	\$74.37	3.0%	\$76.60	3.0%	\$78.90	3.0%	\$81.26

EFFECTIVE 10/1/22 (3.5% INCREASE)

	7th		8th		9th		10th-14th		15th-19th		20th-24th		25th+
Lead CT Tech	\$76.39	2.7%	\$78.45	2.7%	\$80.57	3.0%	\$82.99	3.0%	\$85.48	3.0%	\$88.04	3.0%	\$90.68
I/C/EP Tech	\$68.45	2.7%	\$70.30	2.7%	\$72.20	3.0%	\$74.37	3.0%	\$76.60	3.0%	\$78.90	3.0%	\$81.26
Lead I/C/EP Tech	\$76.39	2.7%	\$78.45	2.7%	\$80.57	3.0%	\$82.99	3.0%	\$85.48	3.0%	\$88.04	3.0%	\$90.68
MRI Tech	\$70.40	2.0%	\$71.81	2.0%	\$73.25	3.0%	\$75.45	3.0%	\$77.71	3.0%	\$80.04	3.0%	\$82.44
Lead MRI Tech	\$78.15	2.0%	\$79.72	2.0%	\$81.31	3.0%	\$83.75	3.0%	\$86.26	3.0%	\$88.85	3.0%	\$91.52
Ultrasound Tech I	\$67.41	2.0%	\$68.75	2.0%	\$70.13	3.0%	\$72.23	3.0%	\$74.40	3.0%	\$76.63	3.0%	\$78.93
Ultrasound Tech II	\$75.50	2.0%	\$77.01	2.0%	\$78.55	3.0%	\$80.91	3.0%	\$83.34	3.0%	\$85.84	3.0%	\$88.41
Ultrasound Tech III	\$76.83	2.0%	\$78.37	2.0%	\$79.93	3.0%	\$82.33	3.0%	\$84.80	3.0%	\$87.34	3.0%	\$89.97
Ultrasound Tech IV	\$78.15	2.0%	\$79.72	2.0%	\$81.31	3.0%	\$83.75	3.0%	\$86.26	3.0%	\$88.85	3.0%	\$91.52
Lead Ultrasound Tech	\$82.13	2.0%	\$83.77	2.0%	\$85.45	3.0%	\$88.01	3.0%	\$90.65	3.0%	\$93.37	3.0%	\$96.17
Cardiac Sonographer	\$74.84	2.0%	\$76.34	2.0%	\$77.87	3.0%	\$80.20	3.0%	\$82.61	3.0%	\$85.09	3.0%	\$87.64
Lead Cardiac Sonog.	\$81.47	2.0%	\$83.09	2.0%	\$84.76	3.0%	\$87.30	3.0%	\$89.92	3.0%	\$92.62	3.0%	\$95.39
Pharmacy Tech	\$37.42	2.3%	\$38.28	2.5%	\$39.24	3.0%	\$40.42	3.0%	\$41.63	3.0%	\$42.88	3.0%	\$44.16
Clin Syst Pharm Tech	\$41.79	2.3%	\$42.75	2.5%	\$43.82	3.0%	\$45.14	3.0%	\$46.49	3.0%	\$47.89	3.0%	\$49.32
Nuc Med Tech	\$80.38	2.0%	\$81.99	2.0%	\$83.63	3.0%	\$86.13	3.0%	\$88.72	3.0%	\$91.38	3.0%	\$94.12
Lead Nuc Med Tech	\$88.09	2.0%	\$89.86	2.0%	\$91.65	3.0%	\$94.40	3.0%	\$97.24	3.0%	\$100.15	3.0%	\$103.16
Nuc Cardiovasc Tech	\$80.38	2.0%	\$81.99	2.0%	\$83.63	3.0%	\$86.13	3.0%	\$88.72	3.0%	\$91.38	3.0%	\$94.12

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All steps of the wage scale represent years of EXPERIENCE in an acute care facility. Tenure credit would apply to all steps to represent experience in an acute care facility.

Each step of the wage scale corresponds to the wage rate that the employee shall be paid *during* that year of experience/employment, not upon completion of that year of experience/employment. For example, an employee, having completed nine (9) years of experience/employment, shall be paid at the 10th year rate.

APPENDIX B – PER DIEM AGREEMENT

MarinHealth Medical Center (formerly Marin General Hospital)
PER DIEM AGREEMENT
For employees represented by NUHW

NAME (print): _____

1. I understand that Per Diem employees are utilized under the following conditions:
 - a. Cover for Open Positions
 - b. Vacation Relief
 - c. Illness
 - d. Weekend Coverage
 - e. Peak Periods
 - f. Leaves of Absence
 - g. Holidays

2. As a Per Diem employee I understand that:

MarinHealth Medical Center (formerly Marin General Hospital) does not guarantee that I will work the minimum number of shifts for which I have agreed to be available.

3. As a Per Diem employee I agree to the following:
 - a. I will be available to work a minimum of two shifts during each work week (Monday-Friday) plus one weekend per schedule on one four-week schedule and on the alternate four-week schedule, two weekends.

 - b. I will submit my availability at least 30 days prior to the posting of the schedule.

 - c. I understand that I will submit my request for holidays along with all other staff and will list my preference for which holiday I prefer off. I understand that while I may request a certain holiday and/or shift, I may not get my request.

 - d. I will be available to work at least one of the following holidays (Employee's Choice): Thanksgiving Day, Christmas Day, New Year's Day.

 - e. In addition, I will be available to work one or more of the following holidays: President's Day, Memorial Day, Independence Day, Labor Day.

 - f. I understand the Manager, or designee, may call me on short notice (with less than 2 hours before a shift) when needed and I will respond with a return call as soon as possible, and that I shall receive short notice compensation.

- g. I may go "off call" for a total of up to 5 weeks per year. I must notify the unit scheduler 14 days prior to the start of the scheduling period. I also understand my unused weeks "off call" will carry over to subsequent years for a maximum of 10 weeks.
- h. I understand that I am entitled to arrange for a competent substitute to fill any shift I am scheduled to work under this agreement, provided the substitute employee has similar modalities/training required by the hospital for such shifts.
- i. If there is any change in my stated availability as indicated below, I will notify the unit scheduler in writing immediately, and fill out a new Per Diem Agreement. Should a change in my availability not meet the needs of the department, my employment with MarinHealth Medical Center (formerly Marin General Hospital) may be terminated.
- j. I must have a working telephone, pager, etc. and must be able to receive and return calls. I will indicate a primary number for use.
- k. I will immediately notify the unit scheduler and the Department Manager of any changes to my telephone number or address, including pager number or car phone number change.

4. I am available to work _____ days per week on the following day(s)/shift(s):

Monday	day_____	evening_____	night_____
Tuesday	day_____	evening_____	night_____
Wednesday	day_____	evening_____	night_____
Thursday	day_____	evening_____	night_____
Friday	day_____	evening_____	night_____
Saturday	day_____	evening_____	night_____
Sunday	day_____	evening_____	night_____

5. I have read and agree to the above conditions of employment as a Per Diem employee at MarinHealth Medical Center (formerly Marin General Hospital), and I understand that failure to comply with any of the above conditions may result in disciplinary action up to and including termination.

Employee's Signature

Date

Primary Telephone Number

Other Telephone Numbers (Pager, Cell, etc.)

Director's/Supervisor's Signature

Date

APPENDIX C – TEN-HOUR AGREEMENT

MarinHealth Medical Center (formerly Marin General Hospital)
TEN-HOUR AGREEMENT
For employees represented by NUHW

I, _____ agree to work a Ten-hour Shift Schedule under the following terms:

1. HOURS OF WORK

a. Straight Time

The straight time workweek shall be forty (40) hours. A straight time day's work will consist of no more than ten (10) hours in one (1) workday and/or forty (40) hours in one (1) workweek.

b. Overtime

All hours actually worked in excess of ten (10) hours in any one (1) workday and/or forty (40) hours in any one (1) workweek will be paid at one and one-half (1½) times the straight-time rate. All hours actually worked in excess of twelve (12) hours in any one (1) workday will be paid at two times the straight-time rate.

c. Shift Differential

Shift differentials will be paid in accordance with relevant provisions in the current Agreement between MarinHealth Medical Center (formerly Marin General Hospital) and NUHW.

2. MEAL PERIODS

There shall be one scheduled thirty-minute meal period during the 10-hour shift. This period shall be free of duty and shall not be considered time worked nor compensated.

3. REST PERIODS

There shall be two (2) fifteen (15) minute breaks, one during each half of the shift, when working the ten (10) hour day. Breaks are considered time worked and will be paid at the regular rate.

4. ABSENCE FROM WORK ON SCHEDULED WORK DAYS

Paid Time Off (PTO) accrual rate is based on length of service (refer to Human Resources Manual). PTO is accrued pro-rated based on the employee's FTE (full-time equivalent) worked per pay period up to full-time. PTO must be used for time off based on the work schedule. For example, if a ten-hour workday is normally scheduled, ten hours of PTO must be used when taking the day off for scheduled or unscheduled absences. If a fixed holiday falls on a normally-scheduled ten-hour workday, ten hours of PTO may be used, if available. If a fixed holiday falls on a normally-scheduled off day, no PTO will be used.

5. HOLIDAYS WORKED

All time worked on a fixed holiday will be paid at the rate of time-and-one-half.

6. EDUCATIONAL LEAVE

The maximum pay for a day's educational leave shall be ten (10) hours.

7. BEREAVEMENT LEAVE/JURY DUTY

Bereavement Leave and Jury Duty will be paid for up to three (3) shifts at the straight time rate of pay plus applicable shift differential, if appropriate.

8. CONTINUATION OF TEN-HOUR SHIFT SCHEDULE

It is understood and agreed that the Ten-hour shift schedule provided for in this agreement is being implemented on _____ and will remain in effect indefinitely as long as I remain in this position.

This agreement supersedes any and all previous agreements with the Hospital regarding length of shifts.

Date: _____ Employee Signature: _____

Date: _____ Director: _____

Copies to Payroll Department and employee personnel file.

APPENDIX D – TWELVE-HOUR AGREEMENT

MarinHealth Medical Center (formerly Marin General Hospital)
TWELVE-HOUR AGREEMENT
For employees represented by NUHW

I, _____ agree to work a Twelve-hour Shift Schedule under the following terms:

1. HOURS OF WORK

a. Straight Time

The straight time workweek shall be forty (40) hours. A straight time day's work will consist of no more than twelve (12) hours in one (1) workday and/or forty (40) hours in one (1) workweek.

b. Overtime

All hours actually worked in excess of twelve (12) hours in any one workday will be paid at two times the straight-time rate.

c. Shift Differential

Shift differentials will be paid in accordance with Article 5, Section 5.4 (Shift Differential) of the current Agreement between MarinHealth Medical Center (formerly Marin General Hospital) and NUHW.

2. MEAL PERIODS

There shall be two scheduled thirty-minute meal periods during the 12-hour shift. This period shall be free of duty and shall not be considered time worked nor compensated. One of the two meal periods may be waived by mutual agreement.

3. REST PERIODS

There shall be three (3) fifteen (15) minute breaks, one during each 4-hour segment of work, when working the twelve (12) hour day. Breaks are considered time worked and will be paid at the regular rate. Staff working less than a scheduled 12-hour shift will receive one fifteen (15) minute break during each four (4) hour segment of work.

4. ABSENCE FROM WORK ON SCHEDULED WORK DAYS

Paid Time Off (PTO) accrual rate is based on length of service (refer to Human Resources Manual). PTO is accrued pro-rated based on the employee's FTE (full-time equivalent) worked per pay period up to full-time. PTO must be used for time off based on the work schedule. For example, if a twelve-hour workday is normally scheduled, twelve hours of PTO must be used when taking the day off for scheduled or unscheduled absences. If a fixed holiday falls on a normally-scheduled twelve-hour workday, twelve hours of PTO may be

used, if available. If a fixed holiday falls on a normally-scheduled off day, no PTO will be used.

5. HOLIDAYS WORKED

All time worked on a fixed holiday will be paid at the rate of time-and-one-half.

6. EDUCATIONAL LEAVE

The maximum pay for a day's educational leave shall be twelve (12) hours.

7. BEREAVEMENT LEAVE/JURY DUTY

Bereavement Leave and Jury Duty will be paid for up to three (3) shifts at the straight time rate of pay plus applicable shift differential, if appropriate.

8. CONTINUATION OF TWELVE-HOUR SHIFT SCHEDULE

It is understood and agreed that the Twelve-hour shift schedule provided for in this agreement is being implemented on _____ and will remain in effect indefinitely as long as I remain in this position.

This agreement supersedes any and all previous agreements with the Hospital regarding length of shifts.

Date: _____ Employee Signature: _____

Date: _____ Director: _____

Copies to Payroll Department and employee personnel file.

APPENDIX E – SIDE LETTER: STANDBY COVERAGE FOR X-RAY & CT

1. STANDBY COVERAGE

- a. This methodology was created to address back up coverage in CT/X-ray on the night shift 11pm-7am daily, and the AM (7am-3pm) and PM (3pm-11pm) shifts on weekends, as indicated by Xs in the chart below. It is understood that taking “Call” is voluntary.

	X-Ray			CT		
	AM (7a-3p)	PM (3p-11p)	Night (11p-7a)	AM (7a-3p)	PM (3p-11p)	Night (11p-7a)
Monday			X			X
Tuesday			X			X
Wednesday			X			X
Thursday			X			X
Friday			X			X
Saturday	X	X	X	X	X	X
Sunday	X	X	X	X	X	X

- b. Management shall make available two (2) call shifts, one for CT and the other for X-Ray, for each shift listed above (that is, one call shift for each X in the above grid). Anyone taking “Call” must be competent in the modality that he/she is covering. The Hospital will allow Techs taking “Call” refresher training sessions for OR cases when requested. If and when either party desires to make any changes to the above grid (either eliminating or adding call shifts), the parties agree to meet to renegotiate the grid before any changes are implemented, and the parties commit to complete such negotiations before the end of the next full call schedule after either party notifies the other of its desire to renegotiate the grid. It is understood that, if regular employees are hired to cover shifts that have previously been covered by call shifts and there is for that reason genuinely no longer a need for the corresponding call shifts, the Union will not withhold agreement to eliminate said call shifts.

In addition to the above call shifts: On all designated holidays (per Article 15 of this Agreement) that fall on Monday-Friday, management shall also make available an AM, PM, and Night call shift in X-Ray, and an AM, PM, and Night call shift in CT.

- c. If on standby, you must be on-site and clocked-in within forty-five (45) minutes of the call in.

2. SELECTION PROCESS

In X-Ray and CT each, the following procedure will be carried out:

- a. Management will provide the staff a monthly planner calendar showing standby availability two (2) weeks prior to the call schedule being posted.
- b. Employees who have placed themselves on the list of volunteers willing to take “Call”

will have one week to provide availability and preference for all call shifts in each month. Each volunteer must select a minimum of three (3) shifts. If there are open weekend shifts, at least one (1) selected shift must be a Friday, Saturday, or Sunday.

c. Round 1

Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Techs will fill available call shifts with volunteers (per their indicated availability and preferences) in order of seniority, three (3) call shifts at a time. (Seniority is according to the contractual seniority list described in Article 21.)

d. Round 2

Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Techs will fill any remaining call shifts with volunteers (per their indicated availability and preferences) in order of seniority, one (1) call shift at a time. This step is repeated until all shifts volunteered for in Step 2 above have been filled.

e. If there are any call shifts remaining, they will be filled in reverse order of seniority, one (1) shift at a time, among those who have signed up for the voluntary call list in each modality (CT or X-Ray). As soon as a Tech is assigned an available shift, her/his name goes to the bottom of the reverse seniority list and everyone else will be selected before her/his turn again.

f. When the monthly schedule is completed and confirmed, Standby shifts are the tech's responsibility.

i. In advance of the call shift start time, the tech may trade a call shift with, or give away a call shift to, another team member. Any changes must be submitted to the Lead Tech and/or manager in writing.

ii. If the Tech has a scheduling conflict and is unable to find coverage, the Tech must see the Lead Tech(s) and/or manager for assistance.

iii. Staff who work call shifts are still relied upon to work their primary schedule. An employee working call-shift assignments under the terms of this Agreement shall not have other pre-scheduled days cancelled as a result, except by mutual agreement between the employee and the manager.

g. To maintain the Radiology department's operations, some reasons a Tech on standby may get called in include (but are not limited to) the following:

i. Sick call

ii. High volume

iii. CT Downtime

iv. Computer downtimes (i.e. Paragon downtimes, PACS downtimes, etc.)

v. An add-on OR case.

- h. Management will make every effort to find additional coverage for planned downtime issues.
- i. When a Tech is called in, she/he will check with Radiology Staff before leaving.

APPENDIX F – SIDE LETTER: STANDBY COVERAGE FOR MRI

1. STANDBY COVERAGE

- a. This methodology concerns coverage in MRI only for emergent cases on the night shift. Management shall make available call shifts for MRI from 9pm-7am daily. It is understood that taking “Call” is voluntary.
- b. Anyone taking “Call” must be competent in the modality that he/she is covering. If and when either party desires to make any changes to the call schedule, (either eliminating or adding call shifts), the parties agree to meet to renegotiate before any changes are implemented, and the parties commit to complete such negotiations before the end of the next full call schedule after either party notifies the other of its desire to renegotiate the call schedule. It is understood that, if regular employees are hired to cover shifts that have previously been covered by call shifts and there is for that reason genuinely no longer a need for the corresponding call shifts, the Union will not withhold agreement to eliminate said call shifts.
- c. If on standby, you must be on-site and clocked-in within sixty (60) minutes of the call in. The responsibility for placing the calls to MRI Techs on standby shall rest with the Nursing Supervisor, and the Nursing Supervisor shall ensure that the MRI screening form is properly and completely filled out prior to calling in an MRI Tech on standby.

2. SELECTION PROCESS

In MRI, the following procedure will be carried out:

- a. Management will provide the staff a monthly planner calendar showing standby availability two (2) weeks prior to the call schedule being posted.
- b. Employees who have placed themselves on the list of volunteers willing to take “Call” will have one week to provide availability and preference for all call shifts in each month. Each volunteer must select a minimum of three (3) shifts. If there are open weekend shifts, at least one (1) selected shift must be a Friday, Saturday, or Sunday.
- c. Round 1
Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Techs will fill available call shifts with volunteers (per their indicated availability and preferences) in order of seniority, three (3) call shifts at a time. (Seniority is according to the contractual seniority list described in Article 21.)
- d. Round 2
Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Techs will fill any remaining call shifts with volunteers (per their indicated availability and preferences) in order of seniority, one (1) call shift at a time. This step is repeated until all shifts volunteered for in Step 2 above have been filled.

- e. If there are any call shifts remaining, they will be filled in reverse order of seniority, one (1) shift at a time, among those who have signed up for the voluntary call list for MRI. As soon as a Tech is assigned an available shift, her/his name goes to the bottom of the reverse seniority list and everyone else will be selected before her/his turn again.
- f. When the monthly schedule is completed and confirmed, Standby shifts are the tech's responsibility.
 - i. In advance of the call shift start time, the tech may trade a call shift with, or give away a call shift to, another team member. Any changes must be submitted to the Lead Tech and /or manager in writing.
 - ii. If the Tech has a scheduling conflict, and is unable to find coverage, the Tech must see the Lead Tech(s) and/or manager for assistance.
 - iii. Staff who work call shifts are still relied upon to work their primary schedule. An employee working call-shift assignments under the terms of this Agreement shall not have other pre-scheduled days cancelled as a result, except by mutual agreement between the employee and the manager.
- g. MRI Techs will only be called in for the following reasons:
 - i. Spine Trauma: for cord compression or cauda equine syndrome
 - ii. Spine: for transverse myelitis vs. stroke
 - iii. Brain: for stroke vs seizure
 - iv. Brain: for abscess / empyema

If an MRI Tech is called in for a reason other than one of the four (4) reasons listed above, then that Tech shall be paid triple (3x) his/her regular straight-time hourly rate of pay for the time that he/she is called in, with at least three (3) hours of work or pay in lieu thereof guaranteed, as required by Article 5, Section 5.6 (Standby and Call-Back Pay) of this Agreement, at this rate.

- h. When a Tech is called in, she/he will check with Radiology Staff before leaving.

APPENDIX G – SIDE LETTER: STANDBY COVERAGE FOR ULTRASOUND

1. STANDBY COVERAGE

- a. This methodology concerns coverage in Ultrasound only for emergent cases on the Night shift (midnight-0700) every day, as indicated by Xs in the chart below. It is understood that taking “Call” is voluntary.

	Day (7a-12a)	Night (12a-7a)
Monday		X
Tuesday		X
Wednesday		X
Thursday		X
Friday		X
Saturday	X	X
Sunday	X	X
Weekday Holiday	X	X

- b. Management shall make available one call shift for each “X” in the above grid. Anyone taking “Call” must be competent in the modality that he/she is covering. If and when either party desires to make any changes to the above grid (either eliminating or adding call shifts), the parties agree to meet to renegotiate the grid before any changes are implemented, and the parties commit to complete such negotiations before the end of the next full call schedule after either party notifies the other of its desire to renegotiate the grid. It is understood that, if regular employees are hired to cover shifts that have previously been covered by call shifts and there is for that reason genuinely no longer a need for the corresponding call shifts, the Union will not withhold agreement to eliminate said call shifts.
- c. If on standby, you must be on-site and clocked-in within forty-five (45) minutes of the call in.

2. SELECTION PROCESS

- a. Management will provide the staff a monthly planner calendar showing standby availability two (2) weeks prior to that month’s call schedule being posted.
- b. Employees who have placed themselves on the list of volunteers willing to take “Call” will have one week to provide availability and preference for all call shifts in each month. Each volunteer must select a minimum of six (6) shifts, two (2) of which must be a Friday, Saturday, or Sunday.
- c. Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Ultrasound Techs will fill available call shifts with volunteers

(per their indicated availability and preferences) in order of seniority, one (1) call shift at a time. (Seniority is according to the contractual seniority list described in Article 21.) This step is repeated until all shifts volunteered for in Step 2 above have been filled.

- d. If there are any call shifts remaining, they will be filled in reverse order of seniority, one (1) shift at a time, among those who have signed up for the voluntary call list. As soon as a Tech is assigned an available shift, her/his name goes to the bottom of the reverse seniority list and everyone else will be selected before her/his turn again.
- e. When the monthly schedule is completed and confirmed, Standby shifts are the tech's responsibility.
 - i. In advance of the call shift start time, the tech may trade a call shift with, or give away a call shift to, another team member. The Lead Ultrasound Tech and/or manager shall be notified of any changes.
 - ii. If the Tech has a scheduling conflict and is unable to find coverage, the Tech must see the Lead Tech(s) and/or manager for assistance.
 - iii. Staff who work call shifts are still relied upon to work their primary schedule. An employee working call-shift assignments under the terms of this Agreement shall not have other pre-scheduled days cancelled as a result, except by mutual agreement between the employee and the manager.
- f. Ultrasound Techs will only be called in for the following reasons:
 - i. Testicular pain – r/o testicular torsion
 - ii. Leg/pain swelling – r/o DVT
 - iii. Abdominal pain in early pregnancy – r/o ectopic pregnancy, with a documented positive pregnancy test
 - iv. Abdominal pain in patients under the age of 18 – r/o appendicitis
 - v. Abdominal pain in patient under the age of 5 – r/o intussusception
 - vi. AAA
 - vii. cholecystitis studies

If an Ultrasound Tech is called in for a reason other than one of the seven (7) reasons listed above, then that Tech shall be paid triple (3x) his/her regular straight-time hourly rate of pay for the time that he/she is called in, with at least three (3) hours of work or pay in lieu thereof guaranteed, as required by Article 5, Section 5.6 (Standby and Call-Back Pay) of this Agreement, at this rate.

APPENDIX H – SIDE LETTER: STANDBY COVERAGE FOR NUCLEAR MEDICINE

1. STANDBY COVERAGE

- a. This methodology concerns coverage in Nuclear Medicine only for emergent cases on the shifts indicated by Xs in the chart below. It is understood that taking “Call” is voluntary.

	6p-9p	4p-9p	8a-9p
Monday (when 2 NMTs are working that day)	X		
Monday (when 1 NMT is working that day)		X	
Tuesday (when 2 NMTs are working that day)	X		
Tuesday (when 1 NMT is working that day)		X	
Wednesday (when 2 NMTs are working that day)	X		
Wednesday (when 1 NMT is working that day)		X	
Thursday (when 2 NMTs are working that day)	X		
Thursday (when 1 NMT is working that day)		X	
Friday (when 2 NMTs are working that day)	X		
Friday (when 1 NMT is working that day)		X	
Saturday			X
Sunday			X
Weekday Holiday			X

- b. Management shall make available one call shift for each “X” in the above grid. If and when either party desires to make any changes to the above grid (either eliminating or adding call shifts), the parties agree to meet to renegotiate the grid before any changes are implemented, and the parties commit to complete such negotiations before the end of the next full call schedule after either party notifies the other of its desire to renegotiate the grid. It is understood that, if regular employees are hired to cover shifts that have previously been covered by call shifts and there is for that reason genuinely no longer a need for the corresponding call shifts, the Union will not withhold agreement to eliminate said call shifts.
- c. If on standby, you must be on-site and clocked-in within forty-five (45) minutes of the call in, unless otherwise instructed by the hospital or its designee.
- d. No use of PTO shall be required to cover time in any call shift.

2. SELECTION PROCESS

- a. Management will provide the staff a monthly planner calendar showing standby availability two (2) weeks prior to that month’s call schedule being posted.
- b. Employees who have placed themselves on the list of volunteers willing to take “Call” will have one week to provide availability and preference for all call shifts in each month.

Each volunteer must select a minimum of six (6) shifts, two (2) of which must be a Friday, Saturday, or Sunday.

- c. Using the availability and preferences provided by volunteers in Step 2 above, management and/or Lead Techs will fill available call shifts with volunteers (per their indicated availability and preferences) in order of seniority, one (1) call shift at a time. (Seniority is according to the contractual seniority list described in Article 21.) This step is repeated until all shifts volunteered for in Step 2 above have been filled.
- d. If there are any call shifts remaining, they will be filled in reverse order of seniority, one (1) shift at a time, among those who have signed up for the voluntary call list. As soon as a Tech is assigned an available shift, her/his name goes to the bottom of the reverse seniority list and everyone else will be selected before her/his turn again.
- e. When the monthly schedule is completed and confirmed, Standby shifts are the tech's responsibility.
 - i. In advance of the call shift start time, the tech may trade a call shift with, or give away a call shift to, another team member. The Lead Tech and/or manager shall be notified of any changes.
 - ii. If the Tech has a scheduling conflict and is unable to find coverage, the Tech must see the Lead Tech(s) and/or manager for assistance.
 - iii. Staff who work call shifts are still relied upon to work their primary schedule. An employee working call-shift assignments under the terms of this Agreement shall not have other pre-scheduled days cancelled as a result, except by mutual agreement between the employee and the manager.

APPENDIX I – SIDE LETTER: MAJOR PLAN ELEMENTS FOR HEALTH PLANS

Major Plan Elements:

	PPO Home Tier	PPO Blue Shield	HMO (In Network Only)
Deductible (Indiv / Fam)	\$0 / \$0	\$250 / \$500	\$0 / \$0
Annual Out of Pocket Max (Indiv / Fam)	\$750 / \$1500	\$1000 / \$3000	\$750 / \$1500
Primary Care	\$20	\$20	\$15
Specialist	\$20	\$30	\$20
Lab / X-ray	5%	10%	\$0
Hospital Inpatient	\$150 then 0%	\$500 then 10%	\$0
Outpatient Surgery	5%	10%	\$50
Emergency Room	\$100	\$100	\$50
Acupuncture	\$20	\$20	\$15
Chiro	\$20	\$20	\$15
Prescription Drugs	\$10 / \$25 / \$40	\$10 / \$25 / \$40	\$5 / \$20 / \$40

APPENDIX J – SIDE LETTER: IR CALL RESPONSE TIME

In order to satisfy the Hospital's Trauma and Standby Requirements for being a Level III Trauma Center, IR/Cardiac/EP Techs who are called in while on standby for IR cases specifically must report to work within thirty (30) minutes of being called.

Employees who fail to report to work within thirty (30) minutes after being called on three (3) or more occasions within a three (3) month period will forfeit their right to take call shifts for the next three (3) months.

APPENDIX K – MEMORANDUM OF UNDERSTANDING: MULTI-YEAR STEPS AND THE PLACEMENT OF CURRENT EMPLOYEES ONTO THE NEW WAGE SCALE

The following language clarifies specifically how certain employees are to be placed onto the new wage scale when the terms of the new Collective Bargaining Agreement is implemented.

1. For employees who are placed onto the new scale in a multi-year step:
 - a. For each such employee, the parties will negotiate specific in-step placement within the 5 years of the step.
 - b. Factors that will be relevant in these determinations will include:
 - i. whether or not the employee, immediately prior to this agreement, has spent some number of years in a multi-year step, and
 - ii. any possible past misapplication of anniversary increases in movement through the wage scale.
 - c. In general, if the employee, immediately prior to this agreement being reached, spent some number of years in a multi-year step, then she/he shall be placed into their multi-year step with credit for that number of years.
2. For employees who, immediately prior to this agreement, spent some number of years in a multi-year step, but who are placed onto the new scale in a single-year step:
 - a. For each such employee, the parties will negotiate specific in-step placement for when the employee enters her/his first multi-year step after ratification of this agreement.
 - b. Factors that will be relevant in these determinations will include:
 - i. the number of years that the employee spent in a multi-year step immediately prior to this agreement, and
 - ii. any possible past misapplication of anniversary increases in movement through the wage scale.
 - c. In general, if the employee spent some number of years in a multi-year step immediately prior to this agreement being reached, and is placed per this agreement in a single-year step, then, when she/he subsequently reaches the 10th-14th year step, she/he shall be placed therein with credit for that number of years.

APPENDIX L – SIDE LETTER: SIGNING BONUS

This is a one-time signing bonus that MarinHealth Medical Center (formerly Marin General Hospital) agrees to pay within one (1) month of ratification of the NUHW Contract (10/1/2018—09/30/2023). The Hospital will disburse this one-time signing bonus in the amount of \$70,000 (seventy thousand dollars) to NUHW-represented employees in a specific manner as determined by NUHW. Within two (2) weeks of ratification, NUHW will inform the Hospital of how the \$70,000 is to be divided among NUHW-represented employees.

**APPENDIX M – MEMORANDUM OF UNDERSTANDING: INTERN
PHARMACISTS AND BARGAINING UNIT WORK**

The parties agree that the Employer may continue to use non-union Intern Pharmacists to perform Pharmacy Technician work until December 31, 2019, so long as Union Pharmacy Technicians and Clinical Systems Pharmacy Technicians are scheduled for shifts and hours in a manner consistent with the terms and conditions of the collective bargaining agreement.

After December 31, 2019, the Employer shall no longer use any non-bargaining-unit personnel to perform any NUHW bargaining unit work.