



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**  
**with**  
**Providence Tarzana Medical Center**

**October 2, 2018 – October 1, 2022**

# **WEINGARTEN RIGHTS/STATEMENT**

## **Additional Representation Rights:**

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

## **Weingarten Rules/Statement:**

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

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

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

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

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

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## **PREAMBLE**

This Agreement is made and entered into on this date, October 2, 2018, by and between Providence Tarzana Medical Center (hereinafter referred to as the “Hospital”), and the National Union of Healthcare Workers (hereinafter referred to as the “Union” or “NUHW”).

In order to provide employment stability during these economic times, in light of the ever-changing health care industry, and to form a basis for future agreement over matters of mutual concern to the Hospital and the Employees who work there, the Hospital and the Union shall execute this contract. Among other important goals, this contract is designed to:

1. Promote a way for Employees, the Union and the Hospital to work together to improve the quality of healthcare and the working environment and maintain contract standards;
2. It is the mutual intent of the parties that the Hospital and its management, Employees, and their Union Representatives treat each other with dignity, respect courtesy and trust; and that these principles shall also apply in all interactions with patients and visitors. It is further the intent of the parties that the provisions of this agreement further these goals.

## **ARTICLE 1 – RECOGNITION AGREEMENT**

- 1.1 The Hospital recognizes the National Union of Healthcare Workers as the sole and exclusive bargaining representative of those Employees in its Tarzana Hospital:
- A. Included. All full time, regular part-time, and per diem service, maintenance, technical, skilled maintenance, and business office clerical Employees employed by the Hospital at its Tarzana Hospital.
  - B. Excluded. All other Employees, registry Employees, travelers, subcontracted Employees, Employees of outside registries and other agencies supplying labor to the Hospital, physicians, residents, managerial Employees, confidential Employees, guards and supervisors as defined in the National Labor Relations Act.

1.2 Supervisory Employees

The Hospital recognizes the fact that bona fide supervisory employees (pursuant to NLRB definition) are only those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of employees or effectively recommend such action. The Hospital shall not establish jobs or job titles for the purpose of excluding work or Employees from the bargaining unit as established in this Article of the Agreement and shall not hire or utilize existing supervisors to perform bargaining unit work. Supervisory employees will not perform duties normally performed by Employees falling within the scope of this Agreement except for emergencies requiring immediate action, or under circumstances that are beyond the control of the Hospital, or for training situations where the performance of bargaining unit work may be required, but is limited and minimal, or where necessity to maintain competencies may be required, but is limited

and minimal, or in an emergency and/or a situation where the delivery of health care services or important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit Employee is available).

- 1.3 The Hospital agrees that programs such as JTPA, Developmentally Disabled Programs, volunteers, students, student interns or other student programs and summer youth programs shall not be utilized to displace bargaining unit Employees, or to fill positions previously occupied by bargaining unit Employees, nor shall they be used to reduce or limit hours of work for bargaining unit Employees.
- 1.4 The Hospital shall notify the Union upon commencement of JTPA, Developmentally Disabled Programs, volunteers, student interns or other student programs and summer youth programs including the number of participants, their classification, duties, work location, hours per week, and the duration of the program. Information including the number of participants, their classification, duties, work locations, hours per week, and the duration of the program shall be furnished to the Union at any time, upon request.
- 1.5 The Hospital agrees not to challenge the bargaining unit status of any Employee covered by this Agreement, claim that any Employee covered by this Agreement exercises supervisory authority within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any Employee for the purpose of removing that Employee from the bargaining unit. Finally, the Hospital also agrees that during the term of this Agreement it will not challenge the Union's right to represent any Employee covered by this Agreement based on a claim that such Employee is a supervisor within the meaning of the National Labor Relations Act.

## **ARTICLE 2 – UNION REPRESENTATION**

### **2.1 Union Steward**

- A. The Union shall provide the Hospital with a written list of Union stewards after their designation, and shall notify the Hospital of changes as they occur. The Union shall designate one steward as Chief Steward. Prior to the Hospital's receipt of such Union designation, the Hospital is not obligated to recognize a Union steward under this Article.
- B. The functions of the Union steward include the authority:
  - i. to settle or assist in settling problems arising in connection with the application or interpretation of the agreement;
  - ii. to resolve grievances at Step 1 or 2 of the grievance procedure; and
  - iii. to serve as a Union representative for Weingarten meetings.
- C. Union Stewards shall perform their functions or Union related activities on their own time except as provided for in Subsection 2.1(C) (Paid Release Time for Union

Stewards) below. However, if a meeting is mutually agreed to with the Union steward during the steward's work shift, that time will be paid for by the Hospital. If the Union Steward wishes to schedule a meeting with Employees during the union steward's work shift, unpaid leave time shall not be unreasonably denied.

- D. Whenever a bargaining unit Employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the grievance meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9 (Grievance Procedure). Nothing in this provision overrides the grievance procedure as detailed in Article 9.
- E. Paid Release Time for Union Stewards
  - i. The Hospital shall provide a maximum of four (4) hours per month of paid release time for specifically authorized Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime. There shall be one (1) specifically authorized union steward for every one hundred five (105) bargaining unit members with a minimum of six (6) stewards and a maximum of eight (8) stewards eligible for this paid release time.
  - ii. The four (4) hours provided may be utilized for monthly steward meetings, steward education, and steward training, designed to further the relationship between the Hospital and the Union. At least fourteen (14) days prior to the posting of the staffing schedule, the Union shall provide written notice to the Human Resources Director that paid release time is requested and the individuals for whom it is being requested. Paid release time is subject to staffing and scheduling needs. A steward who is specifically authorized for paid release time will be permitted to leave their normal work to utilize these hours. The parties agree to work together on scheduling issues that may arise, including last minute scheduling changes by either party.
- F. Union Stewards shall not direct any Employee as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Hospital or any Employee.

## 2.2 Union Access

- A. One duly authorized Field Representative of the Union shall be permitted to enter the Hospital at reasonable times for the purpose of observing whether this Agreement is being adhered to and/or to check on complaints of bargaining unit Employees. The Union Field Representative shall advise the Director of Human Resources or his/her designee of each visit upon entering the Hospital. If the Director of Human Resources or his/her designee is not on site and/or on duty, the Union Field Representative will

call and/or page the Director of Human Resources or his/her designee. The Union Field Representative will abide by patient confidentiality, infection control, and other Hospital policies applicable to such areas. When at the Hospital, the Union Field Representative will wear his/her Union Representative badge issued by the Hospital. One additional duly authorized Field Representative of the Union may submit a written request to enter the Hospital as outlined in this paragraph, and may enter the Hospital after receiving advanced written permission from the Director of Human Resources. Such a request shall not be unreasonably denied.

In the following special circumstances: steward elections, steward meetings, and steward trainings, one (1) additional Union Field Representative will be allowed access to a conference room that has been reserved in accordance with Section 2.4 below, provided the Director of Human Resources is given at least one-week advance notice.

- B. The Union Field Representative shall not interfere with the work of any Employee. This shall not prevent the Union Field Representative from conferring with an Employee and his/her supervisor or Hospital representative on Hospital time in connection with the complaint or problem concerning the Employee.
- C. During the term of the Agreement, if the Hospital believes that a Union representative is violating the limitations on access as set forth above, the Hospital may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Hospital's concerns. This meeting will be held in person or telephonically within twenty-four (24) hours of the Hospital's request. In the event that the Hospital's concerns are not resolved to the Hospital's satisfaction within forty-eight (48) hours of its request for such a meeting, the Hospital may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

### 2.3 Bulletin Boards

The Hospital shall provide one (1) glass enclosed locking bulletin board in a mutually agreed location. In addition, in departments where NUHW bargaining unit members work, an 8 ½ x 14 posting space will be provided in currently existing non-public Employee break rooms. The bulletin board and designated break room space is for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events. Posted material shall bear the date and identity of the Union. Posted material shall not violate any federal, state, or county laws. In addition, the Union shall not post any notice which:

- A. involves a politician, political candidate, or political issue; or
- B. disparages or demeans any individual or the Hospital, its affiliates, or related entities. Both the Union and the Hospital shall have a key to the bulletin board. The Hospital shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion. Material posted on the public



bulletin board will be provided to Human Resources before it is posted. Upon request from the Hospital, the Union shall promptly remove any materials that violate this Article.

2.4 Use of Facility Conference Rooms

The Hospital shall provide the Union reasonable access to on-site conference rooms upon request to the Director of Human Resources and, based upon availability. The Union shall only utilize the conference rooms for the purpose of contract administration and shall not utilize the conference rooms for the purpose of organizing the un-organized Employees.

The hospital will provide the Union with a maximum of eight (8) hours per month of conference room access for hospital Employee meetings or conferences regarding Union business related to the hospital.

### **ARTICLE 3 – EMPLOYEE STATUS**

3.1 Full-Time Employee

A regular Full-Time Employee is an Employee who is not in a temporary status and is regularly scheduled to work thirty-six (36) hours or more per work week. Regular Full-Time Employees are benefits eligible.

3.2 Part-Time 1 Employee

A regular Part-Time 1 Employee is an Employee who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per work week. Regular Part-Time 1 Employees are benefits eligible.

3.3 Part-Time 2 Employee

A Part-Time 2 Employee regularly works less than twenty-four (24) hours per work week. A Part-Time 2 Employee is not eligible for Hospital provided benefits, unless specifically provided for in this agreement, provided that such Employees may participate in any retirement savings plan, assuming they meet the requirements of the plan.

3.4 Per Diem Employee

A. A Per Diem Employee is an Employee who is not a regular Full-Time, regular Part-Time 1 or regular Part-Time 2 Employee. Per Diem Employees employed at the Hospital as of the date of ratification of this agreement agree to work at least three (3) full shifts per schedule and shall be scheduled based on unit needs. Per Diem employees whose employment at the Hospital begins after the date of ratification of this agreement agree to work at least four (4) full shifts per schedule and agree to work based on unit needs. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation

Paid Time Off (PTO) benefits or other benefits as defined in Article 15, except for both of the following:

- i. Per Diem Employees shall be eligible for participation in the 403(b) Retirement Savings Plan as allowed under the Plan; and
- ii. Per Diem employees shall be eligible for those benefits required by federal and California state law.

B. Transition Period. Effective six (6) months after ratification of this Agreement, all Per Diem Employees shall work the minimum shift requirements set forth in this Article and Article 11 (Hours of Work, Overtime and Scheduling).

### 3.5 Temporary Employee

A Temporary Employee is one who is hired to work either Part-Time or Full-Time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on leave of absence or for a short term project when bargaining unit Employees have been solicited and the need cannot be filled. The specified period of employment for a Temporary Employee shall not extend beyond ninety (90) calendar days. The ninety (90) calendar days may be extended in any given case by mutual agreement of the Hospital and the Union, and the Union's agreement to such extension will not be unreasonably denied. This period may not be extended by the use of temporary assignments beyond a twelve (12) month period. Temporary Employment lasting for more than the period provided above, or any extension agreed upon, shall be classified as a "Regular" hours position and shall be posted as a job vacancy in accordance with Article 5 (Job Vacancies, Posting and Bidding). Such temporary positions shall not be subject to the provisions of Section 3.6 below, unless the Temporary Employee is regularly working more than the original scheduled hours for the position they are filling in for.

### 3.6 Conversion to Regular Full-Time, Part-Time 1 and Part-Time 2 Employee Status

- A. Part-Time 1 or Part-Time 2 Employees working a regular schedule of increased hours (over their original assigned schedule) for ninety (90) calendar days or more, in the same department, may claim additional regular hours to increase their predetermined (budgeted) schedule thereafter or to change their employment category and be reclassified as a Part-Time 1 or regular Full-Time Employee, subject to seniority.
- B. Regular bargaining unit positions shall be established when regular hours are worked outside of a defined category, above, or hours worked beyond an Employee's predetermined schedule.
- C. Per Diem Employees who are working a regular schedule for ninety (90) calendar days or more, in the same classification and department shall upon request cause a reclassification of the additional hours to Regular hours. The additional regular hours will be posted as a vacancy in accordance with Article 5 (Job Vacancies, Posting and Bidding).

- D. A Part-Time 1, Part-Time 2 or Per Diem Employee shall not be reduced in hours solely to prevent his or her advancement to Full-Time, Part-Time 1 or Part-Time 2 status when the hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by a Part-Time 2 or Per Diem Employee.

## ARTICLE 4 – SENIORITY

### 4.1 Seniority Defined

- A. Seniority for Full-Time, Part-Time 1 and Part-Time 2 Employees is calculated based on an Employee's continuous service beginning with their most recent date of hire into a bargaining unit position.
- B. Per Diem Employees shall accrue seniority from their most recent date of hire into a bargaining unit position for use within the Per Diem Employee pool.
- C. Change of Status. An Employee in a Per Diem or Part-Time 2 status who is hired into a regular Full-time or regular Part-Time 1 status after the effective date of this Agreement will be given an adjusted seniority date applicable to the new status. The adjusted seniority date will be determined by crediting such Employee with ½ year for each year such Employee was last in a Per Diem or Part-Time 2 status. An Employee who returns to Per Diem or Part-Time 2 status shall retain their adjusted seniority.
- D. Return to Unit. Any bargaining unit Employee who accepts a non-bargaining unit position with the Hospital may return to the bargaining unit without a break in seniority provided that there exists a vacancy to return to and that such return occurs within ninety (90) days of the acceptance of the non-bargaining unit position.
- E. Seniority List. There shall be one seniority list, which shall be updated every six months and placed in the front of the call-off book in the nursing office and sent to the Union Field Representative upon request. In addition, Employee seniority lists by department will be available in each department.
- F. Loss of Seniority. Seniority shall be terminated by:
- i. Discharge with cause;
  - ii. Failure to return from a leave of absence or after the waiting period for vacancy, in accordance with the terms outlined in Article 19 (Leaves of Absence), of this Agreement;
  - iii. Layoff without recall in excess of twelve (12) months; and
  - iv. Termination of employment without rehire in excess of twelve (12) months.
- G. Definition of department for the purpose of this Article is defined in Appendix B.

#### 4.2 Reduction in Force and Recall

- A. In a reduction in force and subsequent recall, the principle of seniority, as defined in this Article, shall govern, providing that abilities are adequate.
- B. Reduction in force shall be defined as the elimination of an Employee's position in a department or a reduction in headcount in a department or a reduction from Full-Time to Part-Time 1 to Part-Time 2 or to Per Diem status is deemed to be a reduction in force. A reduction in hours of a Full-Time or Part-Time 1 or Part-Time 2 Employee(s) which results in an employment status change to Per Diem or results in the loss of the Health Plan or Paid time Off Coverage is deemed to be a reduction in force.
- C. Reduction in force language outlined in this Article will only apply to Full-Time, Part-Time 1 and Part-Time 2 Employees, except as otherwise specifically referenced.
- D. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected Employee(s):
  - i. Step One. The affected Employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive full severance benefits. An affected Employee may elect to be placed in per diem status at any time during steps 1 through 5 of the reduction in force process outlined below. An Employee who elects either status will retain his/her recall rights.
  - ii. Step Two. The affected Employee(s) may apply for and will be given any open position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining unit or at other Providence Facilities where seniority can be exercised reciprocally. Affected Employees may exercise this option at any time during Steps 1-5 of the reduction in force process, which shall supersede the bidding process. An affected Full-Time Employee, at his/her option, may be placed into any vacant Part-Time position in the above order, provided he/she meets the position requirements.
  - iii. Step Three. The affected Employee(s) will be placed into any vacant position of the same employment category, pay, shift and classification provided he/she meets the position requirements within the Bargaining unit. Employee(s) placed into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights. If an Employee rejects an open comparable position offered at this Step, within the Department, Hospital or Medical Center Bargaining unit, then the Employee will forfeit all displacement rights. Such refusal would result in the Employee being laid off and the forfeiture of recall rights, however, such Employee shall be eligible to receive full severance benefits.

- iv. Step Four. Employees who do not qualify for placement in Step 2 or Step 3 may displace the least senior Employee in his/her current classification and employment category, provided he/she meets the minimum position requirements, in the following order:
  - (1) Department
  - (2) Hospital or Medical Center (the Employee's facility)
  
- v. Step Five. If there is no less senior Employee in his/her current classification, the Employee may displace the least senior Employee in another classification if the Employee affected by the reduction in force has worked in the other classification in the same facility within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the facility and is able to satisfactorily perform the job with minimal orientation.

No recall rights will be given to any Employee who rejects to displace another Employee in his/her classification, shift and employment category in their Department or Hospital/Medical Center. An affected Full-Time Employee, at his/her option and at any time within the Steps above, may elect to displace the least senior benefited Part-Time 1 Employee or an Employee on another shift in his/her classification, or return to his/her former classification, provided he/she meets the minimum position requirements.

E. Recall

- i. An Employee on layoff status or whose status was changed as a result of reduction in hours, shall have recall-rights in accordance with this provision for twelve (12) months from the date the Employee was laid off or had his/her employment category reduced. Recall will be by seniority, as defined in this Article.
  
- ii. Employees placed into a position on a different shift, employment category or former classification in Step 3, Step 4 or Step 5 shall have rights to return to his/her former shift, employment category and classification (within the Bargaining unit), under the recall rights provisions for the defined "recall" period. If an Employee rejects the open comparable position, then the Employee will be taken off the recall list.
  
- iii. A laid off Employee may refuse a job offer and retain full recall rights if the job is not comparable in employment category, shift, classification, location and pay to his/her former position at the time of layoff. Additionally, a laid off Employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable employment category, shift and classification, location and pay at the time of layoff.

- iv. In order to be eligible for recall, the Employee must keep the Hospital informed as to his/her current address and current telephone number. Recall notice to Employees on layoff shall be sent by certified mail, return receipt requested, to the Employee's last known address, with a copy sent to the Union. The Employee must return from lay-off within ten (10) working days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the Employee or the Union, or lose all recall privileges.

F. Per Diem and Part-Time 2 Reduction in Force

- i. In the event of a reduction in force, Per Diem positions shall be reduced before any Full-Time, Part-Time 1 or Part-Time 2 positions. The number of Per Diem Employees in the classification(s) in which reductions are needed will be laid off in inverse order using Per Diem seniority.
- ii. In the event of a reduction in force, Part-Time 2 positions shall be reduced before any Full-Time or Part-Time 1 positions and after Per Diem Employees. Part-Time 2 Employees within the classification(s) in which reductions are needed will be laid off in inverse order using their credited seniority based on most recent date of hire.
- iii. Notwithstanding the above, if the Hospital has a need to retain minimal Per Diem staffing, the reduction in force shall be implemented among Per Diems, except that up to .9 FTE of Per Diem hours or 3% of the hours in a work unit department, whichever is lower, may be retained. If a regular Employee is placed in the Per Diem pool as a result of the reduction in force, they shall displace a remaining Per Diem instead of adding to the Per Diem Employee pool. Additionally, in cases where the parties have shared concerns regarding use of Per Diem staffing (e.g., weekend scheduling and every weekend Per Diems) this provision may be modified only if the parties mutually agree.

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

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

4.3 Severance Pay

Severance Pay shall be provided according to provisions in Article 13 (Compensation) of this Agreement.

## **ARTICLE 5 – JOB VACANCIES, POSTING AND BIDDING**

5.1 Posting of Vacancies

When a vacancy subject to this Agreement occurs in any department, a notice of that vacancy shall be posted in a location or locations accessible to all Employees for a minimum period of seven (7) calendar days before the Hospital fills the vacancy on a permanent basis. Eligible employees who are on vacation or medical leave may apply and be considered provided they are available for an interview within three (3) calendar days and are able to perform the essential functions of the position. Qualifications for vacant positions shall appear on position postings, additional information is available on-line. Computers will be available for employee use at the Human Resources Department by appointment for the purpose of examining and bidding on posted positions. Computer assistance will be provided to Employees upon request. This does not prevent the Hospital from filling the vacancy on a temporary basis until such position is filled.

5.2 Restrictions in Bidding

An Employee who applies for and is awarded a posted position, including new hires, may not be awarded another posted vacancy within the next six (6) months. This rule shall not apply:

- A. If the posted vacancy arises in the same department (for Nursing, only within the Unit) which would result in a lateral transfer and not a promotion, including a change in the number of pre-scheduled hours of the bidding Employee, or the scheduled start and end times, or the days of work and days off, or the Employee's shift or would change the Employee's classification.
- B. If the bidding Employee is in his/her current position as a direct result of a job change or layoff.
- C. To be eligible for a transfer, an Employee cannot have received a written or final warning within six (6) months; however, this may be waived with approval from the Human Resources Director.

5.3 Preference Order

- A. Preference among those bidding shall be given in the following order among bidding Employees from the same preference level. Among bidding Employees from the same preference level, seniority shall govern. The prior sentence is subject to the provision that the bidding Employee must be fully qualified for the job established by the Hospital. If two (2) or more fully qualified\* applicants submit a bid for a

vacancy, the position will be awarded in the order defined below (i-vi). The Union has the burden of establishing that the Hospital's qualifications are unreasonable, and if the Hospital's judgment is disputed, the Hospital has the burden of establishing that its judgment was reasonable.

- i. Full-Time and Part-Time 1 Employees from the same department, including Full-Time and Part-Time 1 Employees on layoff, and regular Employees who remain on the Per Diem list who have been laid off.
- ii. Full-Time and Part-Time 1 Employees from other departments and Part-Time 2 Employees from the same department, including such Employees on layoff and such Employees who remain on the Per Diem list who have been laid off.
- iii. Per Diem Employees from the same department.
- iv. Part-Time 2 Employees from other departments
- v. Per Diem Employees from other departments
- vi. Departments Defined for Job Bidding Purposes: Set forth in Appendix B, which is made a part of this agreement hereto.

\*Fully qualified for this Article means having the necessary skills, education, ability, certification, and credentialing needed to perform the duties of the position without additional training.

- B. External Selection. For vacancies that cannot be filled internally (i.e., according to the preference order set forth above), the Hospital may employ the person who, in its judgment, will make the best Employee. The Hospital shall be the sole judge of the fitness of any applicant.

## **ARTICLE 6 – NONDISCRIMINATION**

The Hospital and the Union agree that there shall be no discrimination against any Employee or applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or any other characteristic protected by law.

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

## **ARTICLE 7 – HARASSMENT**

The Hospital is committed to providing a work environment free from discrimination, and unlawful harassment. The Hospital will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected



characteristic. Any Employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

The Hospital will take all reasonable steps to protect an Employee who reports harassment from continuing harassment and from retaliation because of having reported harassment. The Hospital will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

## **ARTICLE 8 – COMMITTEES FOR QUALITY CARE AND WORKING ENVIRONMENT**

### **8.1 Adequate Staffing Levels**

The Hospital reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, as required by law. Should an Employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patient, the Employee shall immediately notify the supervisor/manager/ designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Hospital shall not require an Employee in any case to perform a work assignment outside the lawful scope of his/her license.

The parties agree there shall be total compliance with Title 22 to the extent it is applicable to bargaining unit Employees.

### **8.2 Quality of Care Committees**

A. Patient Care Committee Composition. The Hospital and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. In recognition of the foregoing, the Hospital will establish a committee at each facility for the bargaining units comprised of six (6) bargaining unit Employees selected by the Union and comprised of six (6) management Employees selected by the Hospital. In addition to these committee members, one (1) designated Union Field Representative may participate in the meeting. The parties may mutually agree to expand the number of representatives to this committee as the need arises.

- i. Purpose. The purpose of this committee is to monitor the quality of patient services, health and safety of Employees and to make recommendations for improvements in such areas including Employee retention, patient service in the

context of work design, if applicable or in the current method of system of patient services delivery.

- ii. Meetings. The Hospital will allow two (2) hours per month of paid time for each Employee member of the committee to attend meetings. The paid time allotted to attend meetings may be extended by mutual agreement if the parties determine that more time is needed for the purpose of reviewing, discussing and resolving issues related to Employee health and safety concerns.

- B. Impact on Other Bargaining Units. Both parties agree that it is not their intent to make recommendations or resolutions that adversely impact any other bargaining unit.

Nothing in this Agreement shall prevent an Employee, the Union or the Hospital from subsequently pursuing an otherwise grievable issue through the Grievance and Arbitration Procedure.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.1 Definition

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

### 9.2 Procedure

Grievances shall be processed in accordance with the procedure set forth below:

#### A. Step 1

- i. An Employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor.
- ii. If an Employee is unable or uncomfortable to attempt to resolve the possible grievance, the Employee and the Union Steward (if requested by the Employee) will have a discussion with the immediate supervisor.

This requirement must be satisfied before a written grievance is submitted at Step 2.

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

- B. Step 2. If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Hospital's designated representative within thirty (30) calendar days after the Employee had or should have had knowledge of the event which caused the grievance. The written grievance must:

- i. allege the violation of a specific provision or provisions of this Agreement; and
- ii. set forth all factual grounds upon which the allegation is based.

Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Hospital's designated representative(s) to discuss the grievance. The grievant, the Union Steward and the Union Business Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Hospital's designated representative shall respond to the grievance in writing.

- C. Step 3. If the Hospital's response in *Step 2* is not satisfactory, the Union may submit the grievance to arbitration by notifying the Hospital in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Hospital within fourteen (14) calendar days after the Union's receipt of the Hospital's *Step 2* response.

### 9.3 Arbitration

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

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

Fred Horowitz  
Michael Rappaport  
R. Douglas Collins  
Mark Burstein  
Michael Prihar  
Barry Winograd

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

A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Hospital and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Hospital and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

- B. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She shall not have authority to:
- i. amend or modify any provision of this Agreement; or
  - ii. render an award on any grievance arising before the effective date, or after the termination date.

C. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Hospital and the Union.

9.4 Time Limits

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Hospital. Such agreement need not be in writing. If the Hospital fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Hospital's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

## **ARTICLE 10 – DISCIPLINE**

10.1 Just Cause

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

10.2 Progressive Discipline

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

10.3 Investigatory Suspension

The Hospital shall not as a default position place an Employee in unpaid suspension status pending investigation. The Hospital reserves the right to do so when:

- A. investigating theft, fraud or dishonesty; or
- B. in its sole discretion, the Hospital concludes that the Employee's continued presence in the workplace would cause disruption or a threat to the health, safety or welfare of patients, the Employee, other Employees, patient families, data or property.

No Employee shall be held in unpaid investigatory suspension for more than (7) calendar days. If no wrongdoing is found, the Employee will be paid for all regularly scheduled shifts missed during the suspension.

10.4 Written Disciplinary Action

A written warning is a document designated as such by the Hospital. An Employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to

acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the Employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

#### 10.5 Disciplinary Notices, Rebuttal, and Inspection of Personnel Files

- A. There shall be one official personnel file for all bargaining unit Employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the Employee's file.
- B. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- C. In any case where the Hospital and the Union agree to revise personnel record material, the Hospital shall, upon request, provide evidence of the revision.
- D. Use of Disciplinary Documents. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance.

#### 10.6 Additional Representation Rights

Consistent with the U.S. Supreme Court decision in *NLRB v. J. Weingarten, Inc.*, an Employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the Employee is required to participate where the Employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Field Representative or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours of the Employee's request for his/her presence, excluding Saturdays, Sundays, and Holidays.

#### 10.7 Employee Rights

An Employee upon request shall be given the opportunity to review and to make written comments regarding any formal written discipline that is to be placed in the Employee's personnel file. In the event that such a document contains the name(s) of any patients(s), such name(s) may be redacted prior to review by the Employee. The signing of a disciplinary document only reflects that the Employee received a copy of the disciplinary document and not that the Employee agrees to the discipline.

#### 10.8 Introductory Period

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

## **ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING**

### **11.1 State and Federal Wage and Hour Laws**

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

### **11.2 Workday and Workweek**

- A. A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:00 midnight each day.
- B. A workweek is defined as the seven (7) calendar day period that starts at 12:00 midnight on Sunday and ends at 11:59 PM the following Saturday.
- C. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Hospital to comply with such laws so long as such changes are not designed to evade the overtime requirements.
- D. Nothing herein shall be deemed or construed to change the Hospital's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for overtime compensation.
  - i. Each Employee will receive two (2) consecutive days off each week, provided that the days off may be split or rotated at his/her written request, or for eight (8) hour shift Employees, in order to achieve every other weekend off scheduling.
  - ii. Except in a department(s)/unit(s) where an Employee(s) is regularly scheduled to be on standby/on-call status, no Employee will be scheduled to work in excess of five (5) consecutive days without his/her consent.
  - iii. Past practices of consecutive or non-consecutive day scheduling may be continued at the Employee's discretion. No twelve (12) hour shift Employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in cases of emergency.

### **11.3 Payroll Period**

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

#### 11.4 Meal and Rest Periods

- A. The Hospital will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, missed meal period penalties, and "on duty" meal period agreements.
- B. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
- C. The Hospital will comply with the applicable Industrial Welfare Commission Wage Order regarding ten (10)-minute rest periods.
- D. An Employee will make her/his best efforts to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Anytime an Employee misses a meal period, he/she must provide his/her supervisor with a written explanation as to why the meal period was missed.

#### 11.5 Overtime

- A. Mandatory Overtime. The Hospital and the Union recognize that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this Section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.
- B. An Employee must make her/his best effort to obtain supervisory approval prior to working any hours that would require the payment of overtime.
- C. Hours actually worked and all education hours shall be considered hours worked for purposes of calculating overtime pay.
  - i. "8 and 80" Work Schedule. An Employee who is assigned to an "8 and 80" work schedule will be paid one and one-half (1 1/2) times his/her regular rate of pay for all hours worked after the first eight (8) hours in a workday or over eighty (80) hours in a fourteen (14) day pay period and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
  - ii. Ten-Hour Shifts. An Employee who is assigned to work ten (10) hour shifts will be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
  - iii. Twelve-Hour Shifts. An Employee who is assigned to work twelve (12)-hour shifts will be paid two (2) times his/her regular hourly rate of pay for all hours

worked after the first twelve (12) hours in a workday and will be paid one and one-half (1 1/2) times his/her regular rate of pay for all hours worked over forty (40) in a workweek.

- iv. Regular Rate. For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.

#### 11.6 Work Schedules and Posting

- A. The Hospital will post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
- B. As an exception to Subsection 11.6(A) above, a department/unit that permits self-scheduling in accordance with Subsection 11.6(C), below will attempt to post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
- C. Wherever applicable, the Hospital shall continue its existing practice(s) of permitting Employees to self-schedule on a department/unit-by-department/unit basis. The respective department Director or his/her designee will consider and make a reasonable effort to grant Employees' self-scheduling requests, provided such requests are submitted in a timely way and that they are consistent with departmental/unit needs and the operating requirements of the Hospital.
- D. After the schedule has been posted, an Employee's schedule will not be changed without the Employee's consent, except in case of unforeseeable and unavoidable operational needs or emergency.
- E. Requests by Employees for changes to a posted schedule must be approved in writing by the department Director or his/her designee.
- F. A regularly scheduled Employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled Employee provided they have substantially equal competencies. Shift trades are subject to the written approval of the department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade will not be approved if it would increase overtime or extra shift premium costs for the Hospital.
- G. Should the Hospital determine that it is necessary to change/revise a schedule(s) for more than sixty (60) days and start &/or end time(s) by more than sixty (60) minutes, and if the change affects more than three (3) current Employee(s) in positions covered by the CBA, the Hospital agrees to notify the Union in writing no less than 30 days prior to the implementation date. If the Union requests, the Hospital will meet with the union steward and or union representative to make a reasonable attempt to review/revise the schedule so as to have the least impact on the fewest number of Full-Time and Part-Time staff possible. Once the new schedule is established,



bidding will be accomplished by seniority within each classification. None of the foregoing shall affect the Hospital's ability to make any changes or exercise any rights provided for in Article 21 (Management Rights).

#### 11.7 Weekend Scheduling

- A. An Employee working in a department/unit with weekend scheduling may be scheduled to work every other weekend, up to a maximum of two (2) weekend shifts per scheduled weekend. However, Employees will be scheduled with at least every other weekend off. If one shift is scheduled and worked on a weekend it shall constitute the weekend worked. If the Hospital determines based on operational and patient care needs that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Hospital determines that there can be less frequent weekend work in a particular unit, the Hospital will consider years of continuous service for such reduced weekend work to the extent reasonably feasible.
- B. A weekend means Saturday and Sunday, except for the night shift, when a weekend means Friday and Saturday. In addition, the Hospital retains the right to designate the Sunday night shift as a weekend shift.
- C. By mutual written agreement between the Hospital and any twelve (12) hour Employee, the Sunday night shift may be defined as a weekend shift in lieu of the Friday night shift.
- D. Nothing herein shall preclude an Employee from volunteering to be scheduled for additional weekend shifts.
- E. An Employee may request to share his/her weekend shift requirement with another Employee with substantially equal competencies. Approval of such requests will be at the discretion of the Hospital and will not be unreasonably withheld, except that an Employee's request will not be approved if it would increase overtime or extra shift premium costs for the Hospital.
- F. Notwithstanding the above, Per Diem Employees will be scheduled to work at least one (1) weekend per schedule up to a maximum of two (2) shifts per scheduled weekend. Employees hired specifically to work weekends will continue to be scheduled to work weekends.
- G. Employees shall not be required to "make up" missed weekend days, however this shall not be interpreted as diminishing an Employee's overall attendance obligation.

#### 11.8 Holiday Scheduling

- A. Employees shall be solicited by October 1 for the winter holidays (Thanksgiving Day, Christmas Day, and New Year's Day as defined in Article 16 (Holidays) and the Hospital shall post such holiday assignments by November 1. Employees shall be

- solicited by April 1 for the summer holidays (Memorial Day, Independence Day and Labor Day as defined in Article 16 [Holidays]) and the Hospital shall post such holiday assignments by May 1. The final right to reasonably allot the number of Employees off on a holiday and the right to change such allotments are reserved to the Hospital and are subject to patient care and operational necessity. Holidays off will be distributed equitably among Full-Time and Part-Time Employees. Per Diem Employees shall fulfill the same holiday requirements as Full-Time/Part-Time employees.
- B. Requests to work on a holiday or be off on a holiday shall be accommodated to the extent possible, except that every Employee shall be required to work at least one (1) winter and at least one (1) summer holiday. In the event more Employees request to be off on a given holiday than meets the Hospital's need, the Hospital will refer to holiday schedule from the previous year(s) to determine, on a rotational basis, who will be scheduled to work. In the event of a conflict, seniority shall prevail.
  - C. Scheduled holiday shifts may be traded pursuant to Article 11.6(F).

#### 11.9 Vacation Time

- A. Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Hospital shall advise all Employees as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all Employees.
- B. Vacation will be granted, subject to patient care and operational necessity, at times most desired by Employees, Employees being given preference as to choice based on seniority. Vacation allotment schedules for each year shall be provided to the Union upon request. For those Employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The highest senior Employee will then go to the bottom of the list and shall be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. All vacation request forms shall allow the Employee to indicate which requested vacation period is his or her first (1st) choice, which is his/her second (2nd) choice, and which is third (3rd) choice.
- C. Vacation requests in any department will be considered at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first serve basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.
- D. The Hospital shall notify an Employee in writing of approval or denial as soon as possible of vacation requests submitted after the annual vacation scheduling period above, but no later than two (2) weeks after receipt of said request.

- E. Transferring Employees will be required to select vacation from open dates, at their new department/location, not previously filled by scheduled vacations or approved leaves.
- F. The Employee may request vacation be attached to the Employee's scheduled day(s) off and such request shall be granted, when possible.
- G. Employees granted vacation time will use accrued Paid Time Off. An Employee who does not have Paid Time Off will be granted non-paid vacation time, not to exceed three (3) weeks, subject to patient care and operational necessity, and under the same procedures in this Article.
- H. When requesting vacations, Employee may request less than five (5) work days at a time or that the vacation start on any day of the week. The total amount of vacation earned may be taken in one (1) consecutive period or vacation periods may be split at the request of the Employee.

#### 11.10 Additional Hours

Per current practice, each department, or the Nursing Office, shall keep a sign-up list of those Employees who desire to be given overtime or additional hours. The Employees wishing to work overtime or additional hours will communicate their availability in writing during the schedule preparation period. Deadlines for submitting availability will be consistent with those for other schedule requests. In the assignment of additional hours, the Hospital will first offer such work to Employees who would not incur overtime on a rotational basis beginning with the most senior Employee. The assignment of additional hours will then be assigned to Employees who would incur overtime on a rotational basis beginning with the most senior Employee. This will apply except where specialized work, skill or trained personnel are required. Regular Full-time and Part-time 1 Employees will be selected in seniority order. Using their dates of hire, Part-time 2 Employees will be selected from the availability list after all regular Full-time and Part-time 1 Employees. Per Diem Employees will be selected from the availability list after Part-time 2 Employees.

#### 11.11 Call-In Procedure

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

## 11.12 Call Off/Flexing

- A. Every Effort to Avoid Call Off/Flexing. Insofar as is practicable, if after exercising every effort to avoid daily cancellations in accordance with Article 29 (Employment and Income Security), it may be necessary to require an Employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis (Call Off/Flexing). Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible Employees who are cancelled may take the day off without pay or use Paid Time Off (PTO) (where applicable), at the Employee's discretion. Before an Employee is called off/flexed, the Hospital shall make a reasonable effort to float the Employee to another area in need of staff in accordance with Article 12 (Floating).
- B. Order of Call Off/Flexing. Subject to patient care staffing needs, including adequate qualifications of Employees, when it is necessary and unavoidable to call-off an Employee, the Hospital shall Call-Off/Flex Employees (by job classification and/or unit) in the following order:
- i. Registry
  - ii. Employees receiving double time
  - iii. Overtime
  - iv. Extra Shifts at Straight time
  - v. Volunteers
  - vi. Travelers
  - vii. Temporary Employees
  - viii. Per Diem Employees
  - ix. Part-Time Employees
  - x. Full-Time Employees
- C. For each job classification and within each category above Call Off/Flexing shall be by hours called off rotation beginning in the reverse order of seniority provided the remaining Employee(s) are able to perform the work. A unit or department Call Off/Flexing rotation list by job classification and Call-Off hours shall be maintained, posted and made available to union stewards upon request.
- D. The Hospital will accept volunteers for Call Off/Flexing before any other Employees provided that such voluntary Call Off/Flexing does not result in retaining an Employee at premium pay or who could incur premium pay in the pay period who would have been Call Off/Flexed if the Hospital had followed the list above, unless the Hospital permits.
- E. Call-Off/Flexing Notice. For Employees called off before the shift commences, the Hospital will attempt to Call-Off/Flex Employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a call-off/flex during the shift, when necessary.

F. Call-Off/Flexed Employees Off the Schedule. Once called-off, an Employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the Employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof.

11.13 No Guarantee

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

11.14 No Pyramiding

There will be no pyramiding of overtime and premium payments for the same hours worked. To the extent that hours are compensable as overtime under provisions of this Agreement and where two (2) or more overtime provisions apply, the greater will prevail.

## **ARTICLE 12 – FLOATING**

12.1 Definition

Floating is defined as the temporary reassignment of a staff member to an area outside of their home unit. Employees may be assigned to float to a patient care unit other than their own, subject to the limitations provided in this Article.

12.2 Floating Order

Employees shall float in the following order:

- A. Volunteers
- B. Registry
- C. Travelers
- D. Temporary
- E. Extra shift
- F. Per Diem by rotation
- G. Part-Time 2 by rotation
- H. Regular Part-Time 1 by rotation
- I. Regular Full-Time by rotation

12.3 Floating Rotation

The order of float for Employees within a unit will be on a rotational basis within each of the categories of Employees described above. Volunteers for floating will be allowed, within 12.2(B) through 12.2(I) above. Floating decisions shall be based on the needs of the patients on the sending and receiving units and the floating conditions and provisions in this Article.

#### 12.4 Floating Conditions

Floating shall be subject to the following conditions and limitations:

- A. Fully qualified Employees may be floated to a different department or unit provided the Employee has received orientation in that department or unit and has demonstrated current competence in providing care to patients in that department or unit. In the event an Employee with limited qualifications is floated to another department or unit to assist other qualified Employees, they will be oriented and limited to performing only those tasks they are qualified and competent to perform.
- B. The Hospital will float Employees no more than three (3) times during a shift. Returning to an Employee's home unit will not count as a float.
- C. Compliance with Law. Floating of Employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.

#### 12.5 Voluntary Floating

Nothing herein shall prohibit an Employee from volunteering to float to other areas, provided that the Conditions in this Article are satisfied.

#### 12.6 Floating Records

The Hospital will maintain competency validation, float orientation, and other such relevant float documentation. Float rotation lists will be maintained and will be available for inspection by affected Employees in the Unit and job classification. Information in this paragraph shall be made available and provided to the Union upon request.

### **ARTICLE 13 – COMPENSATION**

#### 13.1 Wages

- A. General. The rates of pay for each classification shall be shown in Appendix A which is attached hereto and made a part hereof. However, not all Employees shall be placed at these rates (see Subsection 13.1(C) [Annual Hospital Wide Increases for Full-Time and Part-Time Employees] and “Per Diem Wage Rates” below). Anniversary date increases were discontinued effective January 1, 2012. There shall be no anniversary date increases for the term of this contract. However, the only wage increases for Full-Time and Part-Time Employees shall occur as defined in the Section “Annual Hospital Wide Increases for Full-Time and Part-Time Employees” below, and the only increases for Per Diem Employees shall occur as defined in “Per Diem Wage Rates” below.
- B. New Hires with Experience. Employees may be hired at any rate deemed appropriate, based on the Hospital's evaluation of experience and qualifications.

C. Annual Hospital Wide Increases for Full-Time and Part-Time Employees

- i. Contract Year 1. The Year 1 wage grid, which is attached hereto as part of Appendix A, represents a 2.0% increase to the wage grid in effect immediately prior to the date of ratification of this Agreement, **October 2, 2018**. Effective the first full pay period following the date of ratification of this Agreement, every Full-Time and Part-Time Employee (including Part-Time 2 Employees) will be placed at the appropriate step on the Year 1 wage grid based upon their years of service at the Hospital, subject to the following restrictions:
  - (1) All Full-Time and Part-Time Employees shall receive a wage increase of at least 2.25%.
  - (2) No Full-Time or Part-Time Employees shall receive a wage increase of greater than 4.0%.
  
- ii. Contract Year 2. The Year 2 wage grid, which is attached hereto as part of Appendix A, represents a 1.5% increase to the Year 1 wage grid under this Agreement. Effective the first full pay period following the one-year anniversary of the date of ratification of this Agreement, **October 2, 2019**, every Full-Time and Part-Time Employee (including Part-Time 2 Employees) will be placed at the appropriate step on the Year 2 wage grid based upon their years of service at the Hospital, subject to the following restrictions:
  - (1) All Full-Time and Part-Time Employees shall receive a wage increase of at least 2.25%.
  - (2) No Full-Time or Part-Time Employees shall receive a wage increase of greater than 4.0%.
  
- iii. Contract Year 3. The Year 3 wage grid does not increase the Year 2 wage grid for full-time and part-time employees. Effective the first full pay period following the two-year anniversary of the date of ratification of this Agreement, **October 2, 2020**, every Full-Time and Part-Time Employee (including Part-Time 2 Employees) will be placed at the appropriate step on the Year 3 wage grid based upon their years of service at the Hospital, subject to the following restrictions:
  - (1) All Full-Time and Part-Time Employees shall receive a wage increase of at least 2.25%.
  - (2) No Full-Time or Part-Time Employees shall receive a wage increase of greater than 4.0%.
  
- iv. Contract Year 4. The Year 4 wage grid, which is attached hereto as part of Appendix A, represents a 1.5% increase to the Year 3 wage grid under this Agreement. Effective the first full pay period following the three-year anniversary of the date of ratification of this Agreement, **October 2, 2021**, every Full-Time and Part-Time Employee (including Part-Time 2 Employees) will be

placed at the appropriate step on the Year 4 wage grid based upon their years of service at the Hospital, subject to the following restrictions:

- (1) All Full-Time and Part-Time Employees shall receive a wage increase of at least 2.25%.
- (2) No Full-Time or Part-Time Employees shall receive a wage increase of greater than 4.0%.

D. Ratification Bonus. Effective the first full pay period following ratification of this Agreement, bargaining unit employees shall receive one of the following ratification bonuses, less applicable taxes and deductions, commensurate with their FTE status:

- i. Full-Time: \$700
- ii. Part-Time: \$350
- iii. Per Diem: \$150

E. Job Classifications and Reclassification. The right to determine job content and to make necessary changes to jobs and job descriptions remains with the Hospital. The Hospital shall timely notify the Union of all meaningful changes to job content and responsibilities. In the event an Employee believes his/her job is inaccurately described or that it has materially changed and, as a result of the change should be upgraded, the Union may seek an upgrade by bringing such a claim to the Human Resources Director (or his/her designee). If the position is upgraded, the parties will also discuss potential retroactive pay adjustments. The final decision whether to upgrade a position and whether to adjust pay retroactively shall be the Employer's and shall not be subject to the grievance and arbitration process set forth in Article 9.

### 13.2 Payday and Paycheck

- A. Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a bank holiday, in which case the payday will be Thursday.
- B. The Hospital will continue its current practice regarding the direct deposit of paychecks.
- C. The Hospital will rectify underpayments. A paycheck correction may be requested. If the Employee submits all required information and Employee signatures to the Payroll Department by noon on the Friday before payday, the error will be corrected on the next payday. In the event the Employee is not at fault, with respect to the error, it will be corrected within three (3) business days. However, where the underpayment results from an Employee error, it will be corrected on the next paycheck.
- D. Unless otherwise mutually agreed, other payment errors resulting in improper payments (e.g., over payments) shall be corrected by the same amount and over the



same number of pay periods as they occurred, or may be deducted in a lump sum payment, at the Employee's option.

- E. The Hospital will comply with its obligations under state law regarding paycheck stubs.

### 13.3 Bonuses

- A. The Hospital will continue its current past practice of paying all referral bonuses on an as-needed basis. In the event a referral bonus is to be instituted, modified or discontinued, notice will be given to the Union.
- B. Bonus Incentive Program (Admitting Department). The Hospital will continue its current practice of providing bonuses to eligible Admitting Employees according to the terms in the Hospital's policy. In the event of a sale or transfer, the Hospital reserves the right to review and alter certain provisions of the program (i.e., establish different benchmarks or other measures that are consistent with the buyer's business operation, etc.), provided however, that any revisions will result in a reasonably comparable plan.
- C. Bilingual Bonus
  - i. The Hospital will pay a monthly bilingual bonus to Employees who possess and are required to exercise fluency in English and a foreign language(s), including American Sign Language, provided such Employee successfully completes the Hospital's required competency assessment in accordance with its Bilingual Policy.
  - ii. A monthly bilingual bonus of fifty dollars (\$50) will be paid when a qualifying monthly activity log is submitted by an eligible Employee. In order to qualify, the activity log must reflect either a minimum of three (3) hours of translating or fifteen (15) translations.
  - iii. A one-time only one hundred-dollar (\$100) bonus will be paid when an Employee is first deemed medically competent to translate.

### 13.4 Shift Differentials

The Hospital will continue its practice of paying an Employee assigned to the evening or night shift a shift differential as follows:

<b>Position</b>	<b>Evening Shift</b>	<b>Night Shift</b>
AIDE – OR	\$1.25	\$1.75
AIDE – PHYSICAL THERAPY	\$1.25	\$1.75
ANALYST – TECH SRVCS I&II	\$1.00	\$1.50
ASST – NURSING CERTIFIED	\$1.25	\$1.75

<b>Position</b>	<b>Evening Shift</b>	<b>Night Shift</b>
ASST – OCCUPATIONAL THER	\$1.00	\$1.50
ASST – PHYSICAL THERAPY	\$1.25	\$1.75
ATNDT PERSONAL NUTRIT	\$0.75	\$1.50
CLERK – DATA ENTRY	\$0.93	\$1.15
CLERK – DIETARY	\$0.75	\$1.50
CLERK – GENERAL	\$0.90	\$1.50
CLERK – HEALTH INFO	\$0.75	\$1.00
CLERK – MED REC/PRODUCTS	\$0.75	\$1.00
CLERK – RECEPTIONIST	\$0.75	\$1.50
CODER	\$0.75	\$1.50
COOK	\$0.75	\$1.50
COORD – ADMIN/STATS	\$1.25	\$1.75
COORD – CASE MIX	\$1.25	\$1.75
COORD – FILM IMAGING	\$1.00	\$1.50
COORD – OFFICE	\$0.93	\$1.50
COORD – PATIENT SERVICE	\$0.75	\$1.00
COORD – STATISTICAL	\$1.25	\$1.75
ENGINEER	\$1.25	\$1.75
FINANCIAL COUNSELOR	\$0.93	\$1.50
FOOD SERVICE WKR	\$0.75	\$1.50
INSURANCE VERIFIER	\$0.93	\$1.50
LVN	\$1.50	\$2.75
MAINTENANCE – GENERAL	\$1.25	\$1.75
OPERATOR – SUPPORT SVCS	\$0.77	\$1.01
OPERATOR – TELECOM	\$0.75	\$1.50
PHLEBOTOMIST	\$1.25	\$1.75
REGISTRATION ASSOC.	\$0.75	\$1.50
REP – CUSTOMER SVC.	\$0.75	\$1.00
SCHEDULER	\$0.93	\$1.50
SECRETARY – DEPT	\$0.93	\$1.50
SECRETARY – UNIT	\$0.75	\$1.50
TECH – CARDIOVASCULAR	\$2.00	\$2.75
TECH – CENTRAL SVCS	\$1.25	\$1.75
TECH – CS INVENTORY CNTRL	\$1.00	\$1.50
TECH – CS LEAD	\$1.00	\$1.50
TECH – CT	\$2.25	\$2.75
TECH – DARK ROOM	\$1.00	\$1.50
TECH – DIET LEAD	\$1.25	\$1.75

<b>Position</b>	<b>Evening Shift</b>	<b>Night Shift</b>
TECH – DIETARY	\$1.25	\$1.75
TECH – ECHO	\$2.00	\$2.75
TECH – EKG	\$1.25	\$1.75
TECH – ENDOSCOPY	\$2.25	\$2.75
TECH – FOOD & NUTRITION	\$1.25	\$1.75
TECH – HEALTH INFO	\$1.25	\$1.75
TECH – HVAC	\$1.00	\$1.50
TECH – INSTRUMENT	\$1.25	\$1.75
TECH – LABORATORY	\$1.25	\$1.75
TECH – MAMMOGRAPHY	\$2.00	\$2.75
TECH – MONITOR	\$1.25	\$1.75
TECH – NUCLEAR MED	\$2.25	\$2.75
TECH – OB	\$1.25	\$1.75
TECH – PHARMACY	\$1.25	\$1.75
TECH – PHARMACY BUYER	\$1.25	\$1.75
TECH – RAD	\$2.25	\$2.75
TECH – SPECIAL PROCEDURE	\$2.25	\$2.75
TECH – SURGICAL	\$2.25	\$2.75
TECH – ULTRASOUND	\$2.25	\$2.75
TECH – VASCULAR	\$2.25	\$2.75
THERAPIST – RESP I&II	\$2.25	\$2.75
TRANSPORT/COURIER	\$0.75	\$1.00

Payment of Shift Differential will be determined by the following criteria:

- A. Evening (PM) Shift Differential payment will be made for the full shift when the majority (50% or more) of the Employee’s work time falls between 3:00 PM and 10:59 PM
- B. Night Shift Differential payment will be made for the full shift when the majority (50% or more) of the Employee’s work time falls between 11:00 PM and the following 6:59 AM

13.5 Stand-By and Call-Back Pay

- A. Stand-By Pay. An Employee assigned to stand-by status by the department Director or his/her designee will be paid as follows for each hour he/she is assigned to such status. No other compensation will be paid for such stand-by status. Hours of stand-by will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

The Hospital may establish stand-by and call-back in any department as needed, and will give the Union thirty (30) days advanced notice.

<b>Position</b>	<b>Standby</b>
AIDE – OR	\$4.25
AIDE – PHYSICAL THERAPY	\$4.25
ASST – NURSING CERTIFIED	\$3.25
COORD – PATIENT SERVICE	\$3.25
LVN	\$5.25
TECH – CARDIOVASCULAR	\$6.50
TECH – CS INVENTORY CONTROL	\$4.00
TECH – CS LEAD	\$4.00
TECH – CT	\$6.50
TECH – ECHO	\$6.50
TECH – EKG	\$6.50
TECH – ENDOSCOPY	\$6.50
TECH – HVAC	\$150/Per week*
TECH – MAMMOGRAPHY	\$6.50
TECH – NUCLEAR MED	\$6.50
TECH – RAD	\$6.50
TECH – SPECIAL PROCEDURE	\$6.50
TECH – SURGICAL	\$6.50
TECH – ULTRASOUND	\$6.50
TECH –VASCULAR	\$6.50
THERAPIST – RESP	\$6.50
TECH – BIOMED	\$5.00

\*subject to pro-ration

**B. Call-Back from Standby Pay**

- i. When an Employee is called in, they are to report to work within 30 minutes of the time that they were notified to come in.
- ii. An Employee who is assigned to stand-by status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the department Director or his/her designee. When called back an Employee will be required to work until released by his/her Department Director or his/her designee. An Employee will receive one and one-half (1 ½) times his/her base rate of pay, rather than stand-by pay, for all hours actually worked when he/she is called back to work from stand-by status. The work time of an Employee who is called in from stand-by status

shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.

- C. Stand-by and call-back hours are not subject to the weekend scheduling or call-off provisions of this Agreement.
- D. Release from Call Back. An Employee on stand-by status who is called back, completes that assignment and is either:
  - i. released to resume stand-by; or
  - ii. is released from further stand-by, but subsequently agrees to return to work later that same day will be paid in accordance with Subsection 13.5(B), above.

### 13.6 Report

- A. Each workday an Employee is required to report to work and does report to work, he/she will be provided with at least half of their scheduled shift up to a maximum of four (4) hours' work or any combination of work and pay totaling four (4) hours. If the Employee agrees to report to work a second time in any one workday and does report, he/she will be provided with a minimum of two (2) hours' work or any combination of work and pay totaling two (2) hours. If the Hospital offers an Employee an assignment other than the regular assignment and the Employee refuses the alternate work no report pay will be paid.
- B. The Employee will not be paid report pay if the Hospital makes a reasonable effort to notify the Employee at least two (2) hours prior to the start time that the Employee should not report to work. It shall be the Employee's responsibility to keep his/her current phone number on file with the Hospital.
- C. Report pay will not be paid to an Employee who is called back to work from stand-by/on-call status.
- D. The Hospital shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Hospital's control.

### 13.7 Uniforms

- A. When the Hospital requires an Employee to wear a uniform as a condition of employment, such uniform will be provided and maintained by the Hospital. The term "uniform" herein means apparel of distinctive design and/or color (i.e., not white).
- B. When a uniform is required in accordance with 13.7(A) above, the uniform maintenance/cleaning allowance will be eleven dollars (\$11) per pay period for Full-Time Employees and five dollars and fifty cents (\$5.50) per pay period for Part-Time Employees.

- C. The Hospital will continue its practice of providing uniforms in those departments currently receiving uniforms as of the date of this agreement.

### 13.8 Severance Pay

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

### 13.9 Preceptor Pay (Applies to LVNs Only)

Licensed Vocational Nurses (LVNs) Employees will receive twenty-five dollars (\$25) per twelve (12) hour shift and fifteen dollars (\$15) per eight (8) hour shift when precepting a new grad (approved through the Education Department).

### 13.10 New Classifications and Job Descriptions

- A. In the event that the Hospital wishes to establish a new job classification in the bargaining unit, the Hospital and the Union will meet and negotiate over rate of pay and job duties, prior to the Hospital implementing the job. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach agreement, the Hospital may implement within fifteen (15) days.
- B. The Hospital shall maintain and review job descriptions for all classifications which will be timely remitted to the Union.
- C. Upon request to the Human Resources Director, or designee, the Hospital shall provide the Union or Employee with any existing job description and/or individual position descriptions, for covered Employees. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

### 13.11 Working Out of Job Classification

Any Employee directed to relieve another Employee in a higher paid classification shall receive the higher rate, or five percent (5%) increase, whichever is higher, for all hours worked in the higher classification, except when the Employee works one-half (1/2) or more of the shift in the higher classification and then the Employee shall receive the higher rate or five percent (5%) increase for the entire shift. Overtime rates shall be

calculated on the higher rate for all hours of overtime worked in the higher pay classification. An Employee assigned to relieve another Employee in a lower paid classification shall continue to receive their own wage rate, and shall not be reduced to the lower wage rate.

13.12 Employee Meal Discount

- A. The Hospital will continue to provide, free of charge, annual holiday and event meals including beverages to Employees working that day and for any other holiday, celebration, recognition event or individual reward meals previously provided to Employees, pursuant to past practice.
- B. The Hospital will continue its current practice of providing all Employees with a cafeteria meal discount.

13.13 Weekend Differential

A weekend differential of two dollars (\$2) per hour will be paid over and above an Employee's base hourly rate of pay for all hours worked on a weekend shift as defined in Article 11.

13.14 Per Diem Wage Rates

- A. Those Per Diem Employees receiving a higher rate of pay in lieu of benefits, and as stated on the proposed wage grid, shall continue to receive such.
- B. In the event Per Diem Employees are utilized by the Hospital, and are not covered by an established "Per Diem" wage rate, the parties shall meet to determine the wage rate.
- C. Effective the first full pay period following the date of ratification of this Agreement, **October 2, 2018**, each Per Diem Employee's base hourly rate shall be increased 1.75%. The per diem rates listed on the wage scale attached as Appendix A shall also be increased by 1.75% from the rates in the 2015 – 2017 collective bargaining agreement between the parties.
- D. Effective the first full pay period following the one-year anniversary of the date of ratification of this Agreement, **October 2, 2019**, each Per Diem Employee's base hourly rate shall be increased 1.75%. The per diem rates listed on the wage scale attached as Appendix A shall also be increased by 1.75% from the Year One per diem wage rates.
- E. Effective the first full pay period following the two-year anniversary of the date of ratification of this Agreement, **October 2, 2020**, each Per Diem Employee's base hourly rate shall be increased 1.75%. The per diem rates listed on the wage scale attached as Appendix A shall also be increased by 1.75% from the Year Two per diem wage rates.

- F. Effective the first full pay period following the three-year anniversary of the date of ratification of this Agreement, **October 2, 2021**, each Per Diem Employee's base hourly rate shall be increased 1.75%. The per diem rates listed on the wage scale attached as Appendix A shall also be increased by 1.75% from the Year Three per diem wage rates.

13.15 Modification of Practices

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

13.16 Pay Rate Upon Promotion

- A. A promotion is defined as a change in classification or classification level to a higher rated position, in which the minimum of the rate range of the new classification exceeds the minimum of the Employee's current classification. A promotion must always result in an increase of pay of at least five percent (5%) or to the new classification minimum whichever is greater. Incumbent Employees similarly situated within the job classification will not be brought up automatically to the promoted Employees wage rate based on the five percent (5%) promotion.
- B. Pay raises to promoted Employees referenced in this Article shall be effective the first day of the pay period following the promotion.

13.17 Lead Differential

The Hospital will continue its current practice of paying a lead differential of five percent (5%) of the base rate for all hours worked in the capacity of a lead.

## **ARTICLE 14 – MINIMUM RATES**

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Hospital's right to increase wage rates and/or scales, benefits, premiums and differentials, and to pay other extra compensation at the Hospital's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Hospital shall notify the Union and meet and confer over the proposed change. No Employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement except as provided for in this agreement.



## ARTICLE 15 – PROVIDENCE BENEFIT PLANS

### 15.1

- A. Providence will provide health and welfare programs including the following:
  - i. Medical,
  - ii. Prescription Drug,
  - iii. Dental,
  - iv. Vision,
  - v. Short Term Disability,
  - vi. Long Term Disability,
  - vii. Basic Life, and
  - viii. Employee Assistance Program.
  
- B. Bargaining unit Employees will also have the opportunity to participate in voluntary benefits programs including the following:
  - i. Supplemental Employee Life,
  - ii. Dependent Life,
  - iii. Supplemental Employee AD&D,
  - iv. Dependent AD&D,
  - v. Home/Auto/Legal Insurance and Supplemental Short-Term Disability.
  
- C. Bargaining unit Employees shall participate in the same plans as non-bargaining unit Employees, with the same plan design, co-pays, co-insurance, Employee contribution, etc.
  
- D. Providence shall maintain an 80/20 cost sharing across the California Region for the Medical and Drug Plans. The premiums for the Medical and Drug Plans for plan year 2018 are as provided to the Union. Premiums for the Medical and Drug Plans for the 2019 and 2020 plan years shall not increase by more than 10% on a blended average basis, meaning for some categories the increases can be greater than 10% and others less than 10%.
  
- E. Bargaining unit Employees shall be eligible to participate in the same Paid Time Off Plan as the Hospital's non-represented Employees.
  
- F. Employees will participate in the retirement plan offered to the majority of the Hospital's non-represented Employees, in accordance with their terms. The retirement plans that currently comprise the overall program include:
  - i. the Providence 401 (a) Service Plan,
  - ii. the Providence 403 (b) Value Plan (which includes both pre-tax and post-tax deferrals),
  - iii. and the Providence 457 (b) Savings Plan.

15.2 Maintenance of Benefits

The premiums for the health and welfare programs will be the same for the bargaining unit Employees as it is for non-bargaining unit Employees.

15.3 PTO Accrual

Eligible Employees earn PTO each pay period based on actual hours worked in the previous two weeks. PTO will not be earned on any hours exceeding a 1.0 FTE status (i.e., 40 hours per week).

<b>Category</b>	<b>Length of Service in Benefit Status Accrual</b>	<b>Earnings per Pay Period</b>	<b>Maximum Accrual</b>
1.0 FTE*	Less than 3 years	7.69 hours	300 hours
	3 to less than 5 years	8.62 hours	336 hours
	5 to less than 10 years	9.23 hours	360 hours
	10 to less than 15 years	10.15 hours	396 hours
	15 or more years	10.77 hours	420 hours

\*Amounts pro-rated if work less than 1.0 FTE.

15.4 Extended Sick Leave (ESL)

Effective the first full pay period following ratification of the collective bargaining agreement dated January 1, 2015 through December 31, 2017, employees have not accrued ESL. All existing ESL accruals for then-current Employees were frozen as of that date and were placed in a bank for each respective Employee. Employees hired on or after ratification of the collective bargaining agreement dated January 1, 2015 through December 31, 2017 did not accrue or participate in ESL.

Through December 31, 2019, after a waiting period of three (3) consecutive scheduled work shifts or twenty-four (24) scheduled work hours (whichever comes first), Employees with accrued ESL may use it for:

- A. approved continuous federal or state leave of absence (includes maternal and paternal baby bonding) to care for a family member's illness; and
- B. approved intermittent leave to care for a family member after PTO has been exhausted.

Each Employee's ESL bank and any accrued ESL held therein will automatically terminate on December 31, 2019 with no further action of the parties, and any remaining ESL balance at that time will not be available for any use.

ESL is not redeemable and not vested. When used, it is paid at the Employee's current hourly base rate.

## **ARTICLE 16 – HOLIDAYS**

### 16.1 Holiday Pay for Work on Holidays

Employees working the following holidays will be paid a premium rate of one and one-half (1 ½) times the regular rate of pay:

New Year's Day	Memorial Day
Independence Day	Labor Day
Christmas Day	Thanksgiving Day

### 16.2 Definition of Premium Pay Holiday Hours

All designated holidays will be observed on the actual calendar day (12:00 AM and 11:59 PM), and all conditions and benefits applying to such holiday will be in effect on that day. Employees, including those on twelve-hour work schedules, will be paid the holiday premium for all hours worked on the shift when the majority (greater than 50%) of those hours worked fall within the holiday as previously defined. On Independence Day, holiday pay starts at 7:00 AM on the holiday and ends at 7:00 AM the next day. If the majority (greater than 50%) of the shift hours fall between 7:00 AM on the holiday and 7:00 AM on the day after the holiday, the entire shift will be paid at one and one-half times the Employee's regular rate of pay.

### 16.3 Scheduled Off on Holidays

Each Department Director, in conjunction with Administration, will determine the appropriateness of closing the department(s), or if volume allows, operate on a reduced schedule. Employees who are scheduled off for the Holiday due to pre-approved time off or department closure will use accrued Paid Time Off. If an Employee is cancelled/Flexed off due to low volume, or department closure the Employee may choose to use accrued Paid Time Off.

### 16.4 Miscellaneous

In addition to these six (6) holidays, there may be other days during the year (such as, but not limited to, the day after Thanksgiving) when it may be determined by the Department Director and Administration to close a department or operate with a minimal staff. Those who work these other days are not eligible for premium pay. Employees who are scheduled off due to pre-approved time off will use accrued Paid Time Off. If an Employee is cancelled/Flexed off due to low volume, or department closure the Employee may choose to use accrued Paid Time Off.

## ARTICLE 17 – HEALTH AND SAFETY

### 17.1 General

The Hospital has the obligation to provide a safe and healthy environment for Employees and patients. The Hospital shall comply with all applicable federal and California laws and regulations pertaining to occupational and general safety and health standards. Employees are expected to utilize Hospital safety equipment and procedures. Employees may be disciplined for failing to utilize such equipment and procedures.

- A. Reporting of Health and Safety Hazards by Employees. It is the duty of all Employees and Management to comply with health and safety regulations, and if any safety or health hazard is detected by an Employee, the Employee shall promptly report it to the Hospital and the Hospital shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Hospital of any potential health and safety hazards, violations or problems of which it is aware and the Hospital shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any Employee for reporting health and safety concerns to the Hospital, to the Union or to Federal or State authorities. (Notwithstanding the foregoing, Employees may be disciplined for failing to adhere to Employee and patient health and safety standards.)
- B. In-Service. The Hospital shall provide regular in-service or other training and information to Employees concerning health and safety.
- C. Personal Protective Equipment. Personal protective equipment, as appropriate, will be provided to all Employees who will utilize such equipment in accordance with the Hospital-wide exposure control plan.

### 17.2 Communicable Diseases

- A. The Hospital will work to eliminate or minimize Employee exposure to communicable diseases.
- B. The Hospital shall provide information and training to Employees on communicable diseases to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, and methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Hospital shall make appropriate vaccinations available to Employees who are at risk of exposure to infectious agents.
- C. Hepatitis "B". Hepatitis B vaccine shall be made available free of charge and at a covered Employee's request, if the Employee's normal functions include exposure to blood, blood products, bodily fluids, or needlesticks or cuts by other sharp object that may have patient blood, blood products, or body fluids on them. Such vaccine also will be provided to other Employees, at their request, if their normal functions do not

include such exposure, but the Employee has had an on-the-job needlestick or cut, as described.

D. Other Testing and/or Treatment for On-the-Job Exposure. The Hospital will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the Employee.

E. Needlestick Injury Log. The Hospital shall retain its current policy of maintaining a Needlestick Injury Log as required by law.

### 17.3 Workplace Violence

The Hospital will maintain a comprehensive workplace violence prevention program.

### 17.4 Counseling

The Hospital will make Critical Incident Stress Debriefing (CISD) available to Employees on an as needed basis. CISD is to be used for incidents such as serious physical and/or emotional work injury, work-related death of co-workers, or the suicide of a co-worker.

### 17.5 Physical Exams

A. All physical examinations required of an Employee in connection with her/his employment, according to the practice of the Hospital, shall be given without charge, provided such examination(s) is conducted by a Hospital-designated physician or Registered Nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Hospital, Title XXII or the Department of Health Services. All time spent by an Employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the Employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.

B. An examination conducted by any other physician or Registered Nurse may be acceptable at the Hospital's option for purposes of compliance with state law, but in these cases the Hospital shall have no financial obligation for such examination(s).

### 17.6 Parking and Security

The Hospital will provide free Employee parking within a reasonable distance of the workplace. The Hospital will provide reasonable security for Employees at all times in and around the Hospital's premises. After dark and subject to operational needs of the Hospital, a security escort to the parking area will be made available at the request of an Employee.

### 17.7 Injury Prevention

The facility will maintain a worker injury management prevention and training program and will comply with state and federal regulations regarding safe patient handling.

## ARTICLE 18 – EDUCATION BENEFITS

### 18.1 Tuition Assistance Benefits

The Hospital shall offer tuition assistance benefits to eligible employees who take educational courses to improve current skills or learn new skills to support them in their current role, or to enhance their potential for development.

- A. Employee Eligibility. To be eligible to receive tuition assistance, an Employee must satisfy the following requirements:
- i. The Employee must be on the payroll and classified as a regular Full-Time or Part-Time 1 Employee at the time of course registration through and including the course completion date.
  - ii. The Employee must have completed at least 90 days of continuous service at the Hospital at the time of registration.
- B. Qualified Programs. To be eligible for reimbursement, courses/ programs must meet either of the following requirements:
- i. Job related degree programs (e.g. G.E.D., Bachelor's, Master's, Doctorate) that are offered by a recognized, accredited educational institution. Satisfactory course completion must result in the award of college credits.
  - ii. Programs for professional or technical certifications/ re-certifications (excluding ACLS, BLS, PALS, NRP or any minimum job qualifications certifications).
- C. Participation Requirements. To receive tuition assistance, an eligible Employee must satisfy the following requirements:
- i. Complete the required tuition reimbursement request form(s), submit it through the HR Portal, and secure approval from the Department Head/Director or his/her designee prior to registering for the requested course.
  - ii. Submit to the HR Portal documentation of successful course completion (a minimum grade of "C" or equivalent, except that a passing grade or equivalent is required for Master's programs) and the associated tuition receipts within sixty (60) days of course completion. Such documentation shall include an official grade report and actual receipts.
  - iii. The Hospital shall not unreasonably deny an Employee time off from work to utilize the education benefits.
- D. Reimbursement Levels
- i. An eligible Full-Time or Part-Time 1 Employee will be reimbursed for the cost of tuition (including class fees, textbooks, enrollment fees, test fees, and laboratory

fees) up to two thousand dollars (\$2,000) per calendar year for Full-Time Employees and pro-rated amounts, based on scheduled hours (FTE) of that maximum for eligible Part-Time 1 Employees.

- ii. Hospital reimbursement and reimbursement from other sources such as government agencies (e.g., G.I. Bill, etc.) or other educational benefits (i.e., scholarships or grants) cannot exceed the cost of tuition. If the cost of tuition exceeds the Hospital's maximum reimbursement level, the Hospital's reimbursement will be reduced by any amounts received through such other sources. If outside financial assistance is obtained, documentation of the outside financial assistance is required before reimbursement by the Hospital.
- iii. If during the term of this Agreement the Hospital increases the amount of tuition reimbursement levels set forth above for employees who are not members of the NUHW bargaining unit, the same increases shall also apply to the members of the NUHW bargaining unit.

18.2 CEU Reimbursement

A. Licensed staff Employees are eligible to be reimbursed for CEUs every two (2) years as follows:

Full-Time	Part-Time	Per Diem
\$200	\$100	\$50

- B. Payment for CEU reimbursements will be made in February, June, September, and December of each calendar year.
- C. Licensed staff employees are not eligible for CEUs for any courses that are offered free of charge at Providence Tarzana Medical Center unless it conflicts with their work schedule at Providence Tarzana Medical Center.
- D. If during the term of this Agreement the Hospital increases the amount of the CEU tuition reimbursement levels set forth above for employees who are not members of the NUHW bargaining unit, the same increases shall also apply to the members of the NUHW bargaining unit.

18.3 Paid Education Time

- A. Mandatory In-Service. Employees will be compensated as time worked for all in-service meetings designated by the Hospital as mandatory.
- B. Other Educational Classes. After six (6) months of employment at the Hospital, Regular Full-Time and Part-Time 1 Employees will be eligible to request to be paid for hours in attendance at certain educational seminars in accordance with the provisions below.

- i. Except where required for licensure or renewal, eligible Employees will be paid at their base rate of pay (or overtime, if applicable) for all hours spent attending courses required by the Hospital in order to retain their current positions. In order to be eligible for payment, eligible Employees must obtain prior written approval from their Director to attend any such course offered at the Hospital. If no such course is reasonably available at the Hospital, the Employee may with prior written approval attend the course at another Hospital-approved location. Such approvals will not be unreasonably withheld. No tuition fee will be charged to Employees for attending such courses offered at the Hospital.
- ii. The Hospital will pay eligible Employees at their base rate of pay (or overtime, if applicable) for all hours spent attending courses and will reimburse the Employees for the tuition fee provided such courses are attended by the Employees at the request of their Director and the Employees have obtained prior written approval from their Director to attend such courses. Such approval will not be unreasonably withheld.
- iii. With respect to 18.3(B)(i) and (ii), "travel time" to and from such course will be paid in accordance with the requirements of federal and state wage and hour laws.

## **ARTICLE 19 – LEAVES OF ABSENCE**

### **19.1 Requests for Leave**

Requests for a Leave of Absence must be submitted to the Hospital's Third-Party Administrator for approval before the leave begins.

### **19.2 Statutory Leaves**

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

B. An Employee who meets the requirements will be granted family leave under the California Family Rights Act for the care of a "domestic partner."

### **19.3 Union Leave**

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



- A. Health Insurance. Benefits may be continued under the provision of COBRA.
- B. Unpaid. Union leaves of absence are unpaid, use of PTO or available ESL is not allowed.
- C. Accrual of Benefits. A Union leave of absence will not affect previously accumulated benefits. However, Employees taking this type of leave will not accrue benefits while on unpaid leave.
- D. Return to Work. When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such Employee was employed before his/her absence. If conditions in the Hospital have so changed that it would not be feasible to reinstate him/her in such manner, then the Hospital will reinstate the Employee to as nearly comparable position and shift as is reasonable under the circumstances. If an Employee wishes to return from leave early he/she must give the Hospital at least four (4) weeks' notice prior to reinstatement.

#### 19.4 Personal Leave of Absence

An Employee may request a Personal Leave of Absence. Such leave may be granted for reasons other than an Employee's own serious health condition or disability or the Employee's need to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An Employee requiring a leave for those reasons should apply for Family Leave or Medical leave. A Personal Leave of Absence may be granted with department manager approval for up to six (6) months per twelve (12) month period; however, such leave may not be used to extend a vacation, or other paid time off.

- A. Benefit Accrual. A benefit-eligible Employee on a Personal Leave of Absence will not accrue benefits such as Paid Time Off (PTO) while on a Personal Leave of Absence.
- B. Continuation of Health Benefits. Subject to the terms, conditions and limitations of the applicable benefits plans, health insurance benefits will be subsidized by the Employer (as if the Employee were working) during the portion of the leave that is paid. During the portion of the leave that is paid from accrued PTO, the employee portion of insurance premiums will automatically continue to be deducted. Once PTO is exhausted, benefits may be continued under the provisions of COBRA.

#### 19.5 Return to Work from Leave

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

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

19.6 Medical Disability Leave

- A. Employees who have been employed for at least ninety (90) continuous days shall be granted leaves of absence when an Employee is unable to work because of disability or illness. The Hospital will grant such leaves according to state and federal law and this Agreement. Employees will not accrue PTO while on a Medical Disability Leave of Absence.
- B. Additionally, Employees shall be granted leaves of absence for physical or mental disabilities, for a period of up to nine (9) months per twelve (12) month period, where the necessity for such absence has been certified by the Employees' attending physician; such leaves shall be subject to the Return From a Leave provisions of Section 19.5, above. The Hospital will consider in good faith requests to extend the nine (9) month period for up to a maximum of three (3) additional months which shall not be unreasonably denied.

19.7 Continuation of Health Benefits

Except for union and personal leaves of absence and subject to the terms, conditions and limitations of the applicable benefits plans, health insurance benefits will be subsidized by the Hospital (as if the Employee were working) for up to six (6) months. During the portion of the leave that is paid from available ESL and/or PTO, the Employee portion of insurance premiums will automatically continue to be deducted. Once ESL and/or PTO is exhausted, the Hospital will pay the complete insurance premiums for the remainder of the six (6) month period. At the end of the six (6) months the Employee is eligible to continue health benefits under COBRA. Any remaining PTO will be cashed out.

19.8 Length of Leaves

Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed nine (9) months per twelve (12) month period unless:

- A. otherwise required by law;
- B. otherwise provided in this Article;
- C. except in the case of Workers' Compensation leaves which will be handled on a case-by-case basis, but in no event shall be less than required by law and no less than that provided for other Medical leaves; however, Employees are removed from active payroll after twelve (12) months.

19.9 Use of Paid Time Off During Leaves

Except as required by law otherwise agreed, Employees must use any accumulated Paid Time Off (PTO) and available ESL benefits, in accordance with the Hospital's Paid Time

Off policy, in connection with leaves of absence granted pursuant to this Article. Such Paid Time Off or available ESL benefits shall be integrated with the STD, SDI, PFL, and/or Worker's Compensation benefits in order to supplement the Employee's regular wages, until such benefits are exhausted.

19.10 Modified Duty Programs

- A. In the case of worker compensation injury, the Hospital will make every effort to return an Employee with temporary restrictions to a job which she/he can perform with comparable wages, shift, and hours in accordance with the Transitional Duty (Modified Duty) Program.
- B. Prior to participating in the Transitional Duty (Modified Duty) Program, an Employee shall be provided Transitional Duty (Modified Duty) Program Information.

19.11 Bereavement Leave

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

- A. Immediate Family. "Immediate family" is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and mothers-in-law, stepparents, stepsisters, and stepbrothers, stepchildren, step-grandchildren, domestic partners, and individuals who are not legally related but who reside with the Employee.
- B. Pay. The Employee will be paid his/her base hourly rate for each of the scheduled shift(s) missed (up to thirty-six (36) hours), and may be required to furnish satisfactory evidence to support the leave.

19.12 Use of PTO

At the Employee's option, two (2) additional days of time off may be used for bereavement purposes in addition to the paid bereavement leave above and Paid Time Off must be utilized. At the facility's discretion, additional bereavement day or days may be granted. In situations in which an employee is not entitled to bereavement leave under this Article, the employee may request to use PTO, and may use such PTO if granted by his/her supervisor. Such requests will be granted if staffing needs allow. Any denial under this Article may be immediately appealed via e-mail to the Director of Human Resources. The Director of Human Resources will make his/her best effort to review the request within forty-eight (48) hours.

### 19.13 Jury Duty Leave

- A. Eligibility. Regular Full-Time Employees and Part-Time 1 Employees called to jury duty may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a regular Full-Time Employee cannot be excused or cannot rearrange her/his working schedule to avoid a conflict, the Employee shall receive the difference between their regular pay and any amount of jury pay received on the days the Employees were scheduled to work.

An Employee shall be eligible to receive up to two (2) weeks of pay in a three-year period. For example, a twelve (12) hour employee would receive a maximum of thirty-six (36) hours for each calendar week of work, and an eight (8) hour employee would receive a maximum of forty (40) hours for each calendar week of work. A Part-Time 1 Employee may receive up to a maximum of forty (40) hours pay within a three (3) year period, except as otherwise required by law.

#### B. Jury Duty Attendance and Work Requirement

- i. Evidence of jury duty attendance must be presented to the Hospital.
  - ii. An Employee required to report for jury duty will be excused from work on the day(s) the Employee is required to report to the court for jury duty. However, if excused from Jury Duty two (2) hours or more prior to the start of an Employee's regular shift, the Employee will contact the staffing office, house supervisor or department director to determine if needed, and if needed the Employee will come to work for that shift. Night shift Employees will be excused the shift before and the shift after they are required to report to court for jury duty.
- C. Return to Work. It is the Employee's responsibility to report for employment at the end of an approved leave (not daily) for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.
- D. Continuation of Benefits. All Employee benefit accruals and other benefits in which the Employee is enrolled will continue while the Employee is on jury duty leave. The Employee will be required to continue payment of any required contributions for Employee benefits during the jury duty leave.

### 19.14 Witness Leave

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

### 19.15 Pay and Benefits

Unless otherwise required by law or otherwise required by this Agreement, leaves of absence under this Article and Agreement shall be unpaid. Employees on leaves of absence other than Union leaves of absence shall be eligible to continue to participate in

the Hospital's insurance and benefits plans in accordance with the terms and conditions of those plans.

19.16 Reduction in Force

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

19.17 Termination During Leave of Absence

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

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

19.18 Physical Examinations

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

## **ARTICLE 20 – JOB SECURITY**

20.1 Successorship Protection

- A. Notification. If the Hospital is sold or if an agreement is reached to merge the Hospital with another employer, the Hospital will notify the Union in writing at least sixty (60) days prior to the effective date of the sale or merger. In the event of a non-temporary operational merger of units or closure of a service in which bargaining unit Employees are employed, the Hospital will notify the Union in writing at least forty-five (45) days prior to the effective date of such merger or closure or at any such earlier time as the Hospital is required to give notice of such merger or closure to State or Federal authorities. The Hospital will meet at the Union's request to engage in good faith bargaining over the impact of such changes, as required by law.
- B. Successor. Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this CBA and of its terms and conditions; shall provide a copy of this CBA to the acquiring entity, shall require as a condition of the sale or transfer, that the new employer or entity to retain all or substantially all of the bargaining unit Employees and that the new employer shall not require that the current Employees reapply for their positions, and shall recognize the Union as the collective bargaining representative. The Hospital shall, in addition, require as a condition of the sale that the acquiring entity shall assume an existing memorandum

of understanding between the hospital and the Union except that the purchaser or transferee shall offer comparable benefit plans in lieu of benefit plans that are specifically administered by and available only through Providence Health System, for the remainder of its term.

20.2 Transfer Option

Job openings at other Providence facilities will be posted and will be available to bargaining unit Employees on the same basis as other Providence Employees.

## **ARTICLE 21 – MANAGEMENT RIGHTS**

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

- A. to manage, direct and maintain the efficiency of its business and personnel;
- B. to manage and control its departments, buildings, facilities, equipment and operations;
- C. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- D. to discontinue work for business, economic, medical or operational reasons;
- E. to utilize personnel from nursing registries or other temporary help agencies;
- F. to direct the work force;
- G. to increase or decrease the work force;
- H. to determine staffing patterns and levels and the number of Employees needed, provided that the Hospital adheres to the regulations set forth in Title XXII;
- I. to lay off Employees;
- J. to hire, transfer and promote Employees;
- K. to demote, suspend, discipline and discharge Employees;
- L. to maintain the discipline and efficiency of its Employees;
- M. to establish work standards and schedules of operations;
- N. to specify or assign work requirements and overtime;
- O. to assign work and decide which Employees are qualified to perform such work;
- P. to determine working hours, shift assignments, and days off;
- Q. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;

- R. to determine the type and scope of work to be performed and for the services to be provided to patients;
- S. to determine whether work will be assigned to bargaining unit Employees or other Employees;
- T. to determine the methods, processes, means and places of providing service to patients;
- U. to determine the quality of patient services;
- V. to acquire and dispose of equipment and facilities;
- W. to determine the places where work will be performed;
- X. to hire temporary Employees for designated periods of time;
- Y. to pay wages and benefits in excess of those required by this Agreement;
- Z. to effect technological changes in its equipment and operations;
- AA. to sell, close, or dispose of all or part of the Hospital;
- BB. the number, location, or types of facilities;
- CC. the price of all products and services, the price of all purchases, and the corporate and financial structure of the hospital;
- DD. the need for and the administration of physical examinations and criminal record checks if necessary;
- EE. the hiring of full-time, part-time, and per diem Employees and the number thereof;
- FF. the security of the Employees, premises, facilities, and property of the Hospital;
- GG. the selection and retention or discontinuance of all food and vending machine suppliers and the price of their products or services;
- HH. the right to determine the scope and services within levels of care, additions or deletions to unit-specific skills rosters (subject to the laws and regulations governing patient care and practices of nursing);
- II. the right to determine shifts, the types of shifts and the number of hours which constitute a shift (e.g., 8, 10, 12 or any other numbers) for any unit or other division or subdivision of the Hospital.

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

## **ARTICLE 22 – SUBCONTRACTING**

The Hospital shall not subcontract any bargaining unit work without mutual consent during the term of this Agreement. The Hospital also agrees that it will, upon request, discuss with the Union the possibility of bringing currently subcontracted work into the bargaining unit. In the

event a significant operational or economic opportunity is identified, the Hospital and Union will, upon request, meet concerning the opportunity with subcontracting included as a possible alternative. If no agreement is reached, no subcontracting will take place.

## **ARTICLE 23 – UNION SECURITY**

### **23.1 Union Membership as a Condition of Employment**

All Employees of the Hospital covered by this Agreement as of the date of the execution shall, as a condition of continued employment with the Hospital, become and remain members in good standing of the Union not later than the thirty-first (31st) day following the date of the execution of this Agreement.

The Hospital will provide all new hire Employees who are hired into the bargaining unit with the Union Membership Application/Payroll Deduction Form.

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

### **23.2 Failure to Make Required Payments**

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

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

### **23.3 Deduction and Remittance of Union Initiation Fees and Dues**

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

The Hospital shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the Employee), classification, regular wage rate, regular hours worked



during the period, regular earnings during the period, department, status (e.g., Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

On a monthly basis, no later than the tenth (10th) of the month, the Hospital will provide the Union with a list of deletions and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for such Employees: name, social security number, classification, department, status, and date of hire, address, shift (when feasible), phone number, wage rate, and date of hire. Addresses will be provided for new hires and transfers into the bargaining unit.

The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Hospital for the purpose of complying with the foregoing provisions of this Article including any cost or liability resulting from any and all claims, demands, suits or any other action arising from any unauthorized disclosure of Employees' social security numbers after they have been transmitted to the Union pursuant to this Article. The indemnification includes the cost of defending against any such actions or claims. The Union and Hospital agree during the term of this agreement to explore alternative methods of transmitting employee identifying information that do not include the transmission of Employees' social security numbers.

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

## **ARTICLE 24 – WORK STOPPAGE**

- 24.1 Neither the Union nor the Employees shall threaten to, or participate in, any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage collectively referred to as "work stoppage" during the life of this Agreement. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same.
- 24.2 The Hospital, for its part, agrees that there shall be no lockout of Employees during the term of this Agreement.

## **ARTICLE 25 – NOTICES**

Notices by the Union to the Hospital shall be e-mailed and mailed to the Hospital Representative (HR Director, HR Manager, etc.), to the following address:

Director of Human Resources  
Providence Tarzana Medical Center  
Attn: Human Resources  
18321 Clark Street  
Tarzana, CA 91356

Notices by the Hospital to the Union shall be e-mailed and mailed to the Union Representative, to the following address:

President, National Union of Healthcare Workers  
5801 Christie Ave, Suite 525  
Emeryville, CA 94608

### **ARTICLE 26 – SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for such affected provision. Notwithstanding this language, the unaffected articles and provisions of this Agreement shall remain in full force and effect including but not limited to Article 24 (Work Stoppage).

### **ARTICLE 27 – ENTIRE AGREEMENT**

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

### **ARTICLE 28 – TERMS OF AGREEMENT**

This Agreement and its appendices constitute the exclusive record of agreement between the National Union of Healthcare Workers (NUHW), and the Hospital on all matters relating to wages, hours, and working conditions.

The National Union of Healthcare Workers and the Hospital may mutually agree to amend or add to any provisions of this Agreement or its appendices. Any such amendment or modification

must be in writing and executed by the duly authorized representatives of each party and any verbal modification or amendment shall be of no force or effect.

This Agreement shall be effective from October 2, 2018 and shall continue in effect to and including October 1, 2022, and from year to year thereafter, unless, at least ninety (90) days prior to October 1, 2022, or at least ninety (90) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to make changes in the Agreement. The parties agree that none of the economic terms of this Agreement shall take effect prior to the date of ratification of this Agreement.

## **ARTICLE 29 – EMPLOYMENT AND INCOME SECURITY**

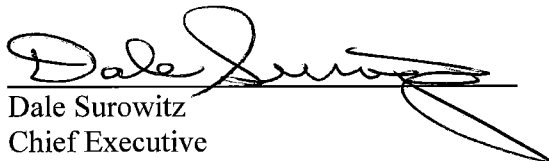
- 29.1 The parties acknowledge the common goal of providing employment and income security to Employees. As such, it is the intent of the parties to avoid displacement of Employees, but recognize there are circumstances where avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Hospital will make every effort to maintain employment and income security and to avoid displacing Employees, i.e., reductions in force, reduction in hours, daily cancellations and job elimination on a temporary, indefinite, or permanent basis.
- 29.2 Issues regarding job security, retention and recruitment shall be jointly considered by the parties, and the Hospital will implement mutually agreeable programs to address these issues, when necessary and feasible, including the following:
- A. Identifying current and anticipated vacancies;
  - B. Projecting changes in the delivery of healthcare at the Hospital;
  - C. Identifying voluntary retraining opportunities for Employees at the Hospital;
  - D. Identifying creative retention programs such as one that contemplates the identification of transferable skills of Employees to voluntarily work in classifications other than their own to avoid daily cancellations;
  - E. Identifying voluntary cross-training opportunities to minimize involuntary daily cancellations;
  - F. Identify systems to support effective reassignment processes such as float pools, cross-training programs, Employee lists by competencies;
  - G. Identifying new and creative recruitment sources;
  - H. Other opportunities to enhance recruitment, retention and retraining;
  - I. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared service entities.


Collective Bargaining Agreement by and between Providence Tarzana Medical Center and the National Union of Healthcare Workers (NUHW)

Effective Date: October 2, 2018 through October 1, 2022

**Providence Tarzana Medical Center**

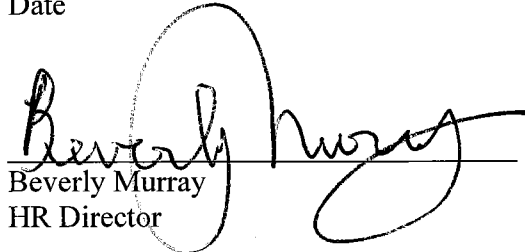
**National Union of Healthcare Workers**

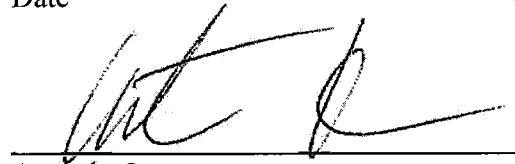
  
Dale Surowitz  
Chief Executive

  
Sal Rosselli  
President

10/7/19  
Date

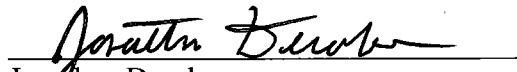
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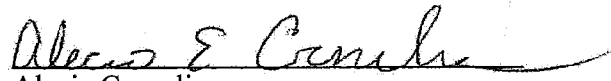
  
Beverly Murray  
HR Director

  
Antonio Orea  
Assistant Director, Hospital Division

9/30/19  
Date

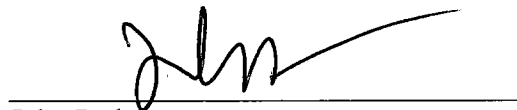
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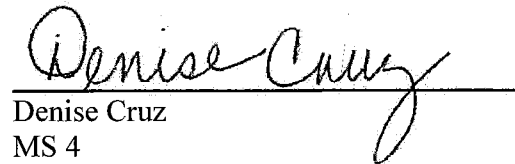
  
Jonathan Deroko  
Laboratory Clinical Operations Manager

  
Alecia Cornelius  
Surgery Department

10/1/2019  
Date

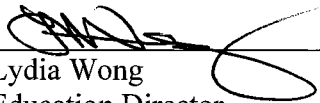
8/15/19  
Date

  
John Padgett  
Pharmacy Supervisor

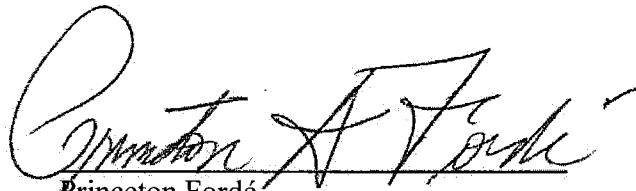
  
Denise Cruz  
MS 4

10/3/19  
Date

8/15/19  
Date

  
Lydia Wong  
Education Director


10/3/2019  
Date

  
Princeton Fordé  
Surgery Department

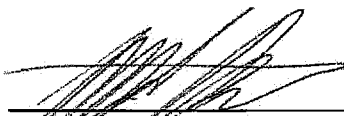
8/15/19  
Date

  
Myrna King  
Food & Nutrition Services

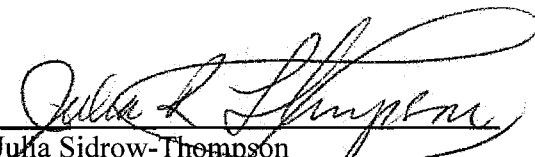
8/15/19  
Date

  
Jackie Morales  
Emergency Department

8/15/19  
Date

  
Michael Rivera  
Respiratory Department

8/15/19  
Date

  
Julia Sidrow-Thompson  
CVICU

8/15/19  
Date

## APPENDIX A – WAGE SCALES

### Full Time/Part Time Scale, effective October 2nd 2018

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
AIDE – OR	15.35	15.77	16.20	16.65	17.11	17.58	18.06	18.56	19.07	19.59	20.13	20.68	21.25
AIDE - PHYSICAL THERAPY	15.35	15.77	16.20	16.65	17.11	17.58	18.06	18.56	19.07	19.59	20.13	20.68	21.25
ANALYST - QC ADMIT	18.58	19.09	19.61	20.15	20.70	21.27	21.85	22.45	23.07	23.70	24.35	25.02	25.71
ANALYST - TECHNICAL SVCS	18.58	19.09	19.61	20.15	20.70	21.27	21.85	22.45	23.07	23.70	24.35	25.02	25.71
ASST - NURSING CERT	16.32	16.77	17.23	17.70	18.19	18.69	19.20	19.73	20.27	20.83	21.40	21.99	22.59
ASST - PHYSICAL THERAPY	27.36	28.11	28.88	29.67	30.49	31.33	32.19	33.08	33.99	34.92	35.88	36.87	37.88
ATNDT PERSONAL NUTRIT	15.00	15.41	15.83	16.27	16.72	17.18	17.65	18.14	18.64	19.15	19.68	20.22	20.78
CHART AUDITOR	21.54	22.13	22.74	23.37	24.01	24.67	25.35	26.05	26.77	27.51	28.27	29.05	29.85
CLERK - ACCOUNTING	20.37	20.93	21.51	22.10	22.71	23.33	23.97	24.63	25.31	26.01	26.73	27.47	28.23
CLERK - DIETARY	15.12	15.54	15.97	16.41	16.86	17.32	17.80	18.29	18.79	19.31	19.84	20.39	20.95
CLERK - GENERAL	20.37	20.93	21.51	22.10	22.71	23.33	23.97	24.63	25.31	26.01	26.73	27.47	28.23
CLERK - HEALTH INFO	15.00	15.41	15.83	16.27	16.72	17.18	17.65	18.14	18.64	19.15	19.68	20.22	20.78
CLERK - RECEPTIONIST	17.29	17.77	18.26	18.76	19.28	19.81	20.35	20.91	21.49	22.08	22.69	23.31	23.95
CODER	32.85	33.75	34.68	35.63	36.61	37.62	38.65	39.71	40.80	41.92	43.07	44.25	45.47
COOK	17.58	18.06	18.56	19.07	19.59	20.13	20.68	21.25	21.83	22.43	23.05	23.68	24.33
COORD - ACCOUNTING/FINAN	22.52	23.14	23.78	24.43	25.10	25.79	26.50	27.23	27.98	28.75	29.54	30.35	31.18
COORD - ADMIN/STATS	18.41	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
COORD - CASE MIX	23.01	23.64	24.29	24.96	25.65	26.36	27.08	27.82	28.59	29.38	30.19	31.02	31.87
COORD - CLIN APPLICATION	42.28	43.44	44.63	45.86	47.12	48.42	49.75	51.12	52.53	53.97	55.45	56.97	58.54
COORD - ED CHARGES	23.01	23.64	24.29	24.96	25.65	26.36	27.08	27.82	28.59	29.38	30.19	31.02	31.87
COORD - LIS	28.19	28.97	29.77	30.59	31.43	32.29	33.18	34.09	35.03	35.99	36.98	38.00	39.05
COORD - MEDICAL EDUCATION	31.63	32.50	33.39	34.31	35.25	36.22	37.22	38.24	39.29	40.37	41.48	42.62	43.79
COORD - OFFICE	18.41	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
COORD - OR RECEIVING	18.05	18.55	19.06	19.58	20.12	20.67	21.24	21.82	22.42	23.04	23.67	24.32	24.99
COORD - PHARM QA	21.54	22.13	22.74	23.37	24.01	24.67	25.35	26.05	26.77	27.51	28.27	29.05	29.85

**Full Time/Part Time Scale, effective October 2nd 2018**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
COORD - STATISTICAL	18.41	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
DISCHARGE PLANNER	29.47	30.28	31.11	31.97	32.85	33.75	34.68	35.63	36.61	37.62	38.65	39.71	40.80
ELECTRICIAN	30.72	31.56	32.43	33.32	34.24	35.18	36.15	37.14	38.16	39.21	40.29	41.40	42.54
ENGINEER - BOILER	25.60	26.30	27.02	27.76	28.52	29.30	30.11	30.94	31.79	32.66	33.56	34.48	35.43
FINANCIAL COUNSELOR	21.54	22.13	22.74	23.37	24.01	24.67	25.35	26.05	26.77	27.51	28.27	29.05	29.85
FOOD SERVICE WKR	15.00	15.41	15.83	16.27	16.72	17.18	17.65	18.14	18.64	19.15	19.68	20.22	20.78
FOOD SERVICE WKR II	15.00	15.41	15.83	16.27	16.72	17.18	17.65	18.14	18.64	19.15	19.68	20.22	20.78
INSURANCE VERIFIER	21.54	22.13	22.74	23.37	24.01	24.67	25.35	26.05	26.77	27.51	28.27	29.05	29.85
LVN/LPN	23.01	23.64	24.29	24.96	25.65	26.36	27.08	27.82	28.59	29.38	30.19	31.02	31.87
LVN/LPN PO	28.75	29.54	30.35	31.18	32.04	32.92	33.83	34.76	35.72	36.70	37.71	38.75	39.82
MAINTENANCE - GENERAL	21.86	22.46	23.08	23.71	24.36	25.03	25.72	26.43	27.16	27.91	28.68	29.47	30.28
OPERATOR - SUPPORT SVCS	18.58	19.09	19.61	20.15	20.70	21.27	21.85	22.45	23.07	23.70	24.35	25.02	25.71
OPERATOR - TELECOM	17.29	17.77	18.26	18.76	19.28	19.81	20.35	20.91	21.49	22.08	22.69	23.31	23.95
PATIENT VISIT REP	18.41	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
PHLEBOTOMIST	19.00	19.52	20.06	20.61	21.18	21.76	22.36	22.97	23.60	24.25	24.92	25.61	26.31
PHLEBOTOMIST PO	23.75	24.40	25.07	25.76	26.47	27.20	27.95	28.72	29.51	30.32	31.15	32.01	32.89
REGISTRATION ASSOCIATE	18.24	18.74	19.26	19.79	20.33	20.89	21.46	22.05	22.66	23.28	23.92	24.58	25.26
REP - CUSTOMER SVC	17.29	17.77	18.26	18.76	19.28	19.81	20.35	20.91	21.49	22.08	22.69	23.31	23.95
SCHEDULER	19.00	19.52	20.06	20.61	21.18	21.76	22.36	22.97	23.60	24.25	24.92	25.61	26.31
SECRETARY - DEPT	18.41	18.92	19.44	19.97	20.52	21.08	21.66	22.26	22.87	23.50	24.15	24.81	25.49
SECRETARY - UNIT	16.32	16.77	17.23	17.70	18.19	18.69	19.20	19.73	20.27	20.83	21.40	21.99	22.59
SPECIAL SYSTEMS TECH	30.72	31.56	32.43	33.32	34.24	35.18	36.15	37.14	38.16	39.21	40.29	41.40	42.54
TECH - ANESTHESIA	24.58	25.26	25.95	26.66	27.39	28.14	28.91	29.71	30.53	31.37	32.23	33.12	34.03
TECH - AUDIO VISUAL	33.36	34.28	35.22	36.19	37.19	38.21	39.26	40.34	41.45	42.59	43.76	44.96	46.20
TECH - BIOMED	24.58	25.26	25.95	26.66	27.39	28.14	28.91	29.71	30.53	31.37	32.23	33.12	34.03
TECH - CARDIOVASCULAR	35.70	36.68	37.69	38.73	39.80	40.89	42.01	43.17	44.36	45.58	46.83	48.12	49.44
TECH - CENTRAL SVCS	17.58	18.06	18.56	19.07	19.59	20.13	20.68	21.25	21.83	22.43	23.05	23.68	24.33

**Full Time/Part Time Scale, effective October 2nd 2018**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
TECH - CT	38.08	39.13	40.21	41.32	42.46	43.63	44.83	46.06	47.33	48.63	49.97	51.34	52.75
TECH - DIET	19.00	19.52	20.06	20.61	21.18	21.76	22.36	22.97	23.60	24.25	24.92	25.61	26.31
TECH - DIETARY	19.00	19.52	20.06	20.61	21.18	21.76	22.36	22.97	23.60	24.25	24.92	25.61	26.31
TECH - ECHO	35.70	36.68	37.69	38.73	39.80	40.89	42.01	43.17	44.36	45.58	46.83	48.12	49.44
TECH - ECHO SR	38.08	39.13	40.21	41.32	42.46	43.63	44.83	46.06	47.33	48.63	49.97	51.34	52.75
TECH - EKG	20.72	21.29	21.88	22.48	23.10	23.74	24.39	25.06	25.75	26.46	27.19	27.94	28.71
TECH - ENDOSCOPY	23.31	23.95	24.61	25.29	25.99	26.70	27.43	28.18	28.95	29.75	30.57	31.41	32.27
TECH - ENDOSCOPY SR	24.19	24.86	25.54	26.24	26.96	27.70	28.46	29.24	30.04	30.87	31.72	32.59	33.49
TECH - ER	20.72	21.29	21.88	22.48	23.10	23.74	24.39	25.06	25.75	26.46	27.19	27.94	28.71
TECH - FOOD & NUTRITION	15.12	15.54	15.97	16.41	16.86	17.32	17.80	18.29	18.79	19.31	19.84	20.39	20.95
TECH - HEALTH INFO	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.58	21.15	21.73	22.33	22.94
TECH - HEALTH INFO PO	20.72	21.29	21.88	22.48	23.10	23.74	24.39	25.06	25.75	26.46	27.19	27.94	28.71
TECH - HISTOLOGY	28.75	29.54	30.35	31.18	32.04	32.92	33.83	34.76	35.72	36.70	37.71	38.75	39.82
TECH - HVAC	25.60	26.30	27.02	27.76	28.52	29.30	30.11	30.94	31.79	32.66	33.56	34.48	35.43
TECH - INSTRUMENT	19.00	19.52	20.06	20.61	21.18	21.76	22.36	22.97	23.60	24.25	24.92	25.61	26.31
TECH - LABORATORY	19.94	20.49	21.05	21.63	22.22	22.83	23.46	24.11	24.77	25.45	26.15	26.87	27.61
TECH - MAMMOGRAPHY	34.81	35.77	36.75	37.76	38.80	39.87	40.97	42.10	43.26	44.45	45.67	46.93	48.22
TECH - MONITOR	16.32	16.77	17.23	17.70	18.19	18.69	19.20	19.73	20.27	20.83	21.40	21.99	22.59
TECH - MRI	41.71	42.86	44.04	45.25	46.49	47.77	49.08	50.43	51.82	53.25	54.71	56.21	57.76
TECH - NUCLEAR MED	43.03	44.21	45.43	46.68	47.96	49.28	50.64	52.03	53.46	54.93	56.44	57.99	59.58
TECH - OB	23.31	23.95	24.61	25.29	25.99	26.70	27.43	28.18	28.95	29.75	30.57	31.41	32.27
TECH - PHARMACY	20.72	21.29	21.88	22.48	23.10	23.74	24.39	25.06	25.75	26.46	27.19	27.94	28.71
TECH - PHARMACY BILLER	18.05	18.55	19.06	19.58	20.12	20.67	21.24	21.82	22.42	23.04	23.67	24.32	24.99
TECH - PHARMACY BUYER	21.70	22.30	22.91	23.54	24.19	24.86	25.54	26.24	26.96	27.70	28.46	29.24	30.04
TECH - RAD	29.47	30.28	31.11	31.97	32.85	33.75	34.68	35.63	36.61	37.62	38.65	39.71	40.80
TECH - SPECIAL PROCEDURE	38.08	39.13	40.21	41.32	42.46	43.63	44.83	46.06	47.33	48.63	49.97	51.34	52.75
TECH - SURGICAL	23.31	23.95	24.61	25.29	25.99	26.70	27.43	28.18	28.95	29.75	30.57	31.41	32.27



**Full Time/Part Time Scale, effective October 2nd 2018**

<b>UNION TITLE</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>	<b>YEAR 12</b>	<b>YEAR 15</b>
TECH - SURGICAL SR	24.92	25.61	26.31	27.03	27.77	28.53	29.31	30.12	30.95	31.80	32.67	33.57	34.49
TECH - ULTRASOUND	41.71	42.86	44.04	45.25	46.49	47.77	49.08	50.43	51.82	53.25	54.71	56.21	57.76
TECH - VASCULAR	41.71	42.86	44.04	45.25	46.49	47.77	49.08	50.43	51.82	53.25	54.71	56.21	57.76
THERAPIST - RESP I	33.36	34.28	35.22	36.19	37.19	38.21	39.26	40.34	41.45	42.59	43.76	44.96	46.20
THERAPIST - RESP I/PO	41.71	42.86	44.04	45.25	46.49	47.77	49.08	50.43	51.82	53.25	54.71	56.21	57.76
THERAPIST - RESP II	33.75	34.68	35.63	36.61	37.62	38.65	39.71	40.80	41.92	43.07	44.25	45.47	46.72
TRANSPORT/COURIER	15.00	15.41	15.83	16.27	16.72	17.18	17.65	18.14	18.64	19.15	19.68	20.22	20.78
TUMOR REGISTRAR	18.24	18.74	19.26	19.79	20.33	20.89	21.46	22.05	22.66	23.28	23.92	24.58	25.26

**Full Time/Part Time Scale, effective October 2nd 2019**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
AIDE – OR	15.58	16.01	16.44	16.90	17.37	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57
AIDE - PHYSICAL THERAPY	15.58	16.01	16.44	16.90	17.37	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57
ANALYST - QC ADMIT	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
ANALYST - TECHNICAL SVCS	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
ASST - NURSING CERT	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.57	21.14	21.72	22.32	22.93
ASST - PHYSICAL THERAPY	27.77	28.53	29.31	30.12	30.95	31.80	32.67	33.58	34.50	35.44	36.42	37.42	38.45
ATNDT PERSONAL NUTRIT	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
CHART AUDITOR	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
CLERK - ACCOUNTING	20.68	21.24	21.83	22.43	23.05	23.68	24.33	25.00	25.69	26.40	27.13	27.88	28.65
CLERK - DIETARY	15.35	15.77	16.21	16.66	17.11	17.58	18.07	18.56	19.07	19.60	20.14	20.70	21.26
CLERK - GENERAL	20.68	21.24	21.83	22.43	23.05	23.68	24.33	25.00	25.69	26.40	27.13	27.88	28.65
CLERK - HEALTH INFO	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
CLERK - RECEPTIONIST	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
CODER	33.34	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41	42.55	43.72	44.91	46.15
COOK	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57	22.16	22.77	23.40	24.04	24.69
COORD - ACCOUNTING/FINAN	22.86	23.49	24.14	24.80	25.48	26.18	26.90	27.64	28.40	29.18	29.98	30.81	31.65
COORD - ADMIN/STATS	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
COORD - CASE MIX	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
COORD - CLIN APPLICATION	42.91	44.09	45.30	46.55	47.83	49.15	50.50	51.89	53.32	54.78	56.28	57.82	59.42
COORD - ED CHARGES	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
COORD - LIS	28.61	29.40	30.22	31.05	31.90	32.77	33.68	34.60	35.56	36.53	37.53	38.57	39.64
COORD - MEDICAL EDUCATION	32.10	32.99	33.89	34.82	35.78	36.76	37.78	38.81	39.88	40.98	42.10	43.26	44.45
COORD - OFFICE	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
COORD - OR RECEIVING	18.32	18.83	19.35	19.87	20.42	20.98	21.56	22.15	22.76	23.39	24.03	24.68	25.36
COORD - PHARM QA	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
COORD - STATISTICAL	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
DISCHARGE PLANNER	29.91	30.73	31.58	32.45	33.34	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41
ELECTRICIAN	31.18	32.03	32.92	33.82	34.75	35.71	36.69	37.70	38.73	39.80	40.89	42.02	43.18

**Full Time/Part Time Scale, effective October 2nd 2019**

<b>UNION TITLE</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>	<b>YEAR 12</b>	<b>YEAR 15</b>
ENGINEER - BOILER	25.98	26.69	27.43	28.18	28.95	29.74	30.56	31.40	32.27	33.15	34.06	35.00	35.96
FINANCIAL COUNSELOR	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
FOOD SERVICE WKR	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
FOOD SERVICE WKR II	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
INSURANCE VERIFIER	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
LVN/LPN	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
LVN/LPN PO	29.18	29.98	30.81	31.65	32.52	33.41	34.34	35.28	36.26	37.25	38.28	39.33	40.42
MAINTENANCE - GENERAL	22.19	22.80	23.43	24.07	24.73	25.41	26.11	26.83	27.57	28.33	29.11	29.91	30.73
OPERATOR - SUPPORT SVCS	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
OPERATOR - TELECOM	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
PATIENT VISIT REP	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
PHLEBOTOMIST	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
PHLEBOTOMIST PO	24.11	24.77	25.45	26.15	26.87	27.61	28.37	29.15	29.95	30.77	31.62	32.49	33.38
REGISTRATION ASSOCIATE	18.51	19.02	19.55	20.09	20.63	21.20	21.78	22.38	23.00	23.63	24.28	24.95	25.64
REP - CUSTOMER SVC	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
SCHEDULER	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
SECRETARY - DEPT	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
SECRETARY - UNIT	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.57	21.14	21.72	22.32	22.93
SPECIAL SYSTEMS TECH	31.18	32.03	32.92	33.82	34.75	35.71	36.69	37.70	38.73	39.80	40.89	42.02	43.18
TECH - ANESTHESIA	24.95	25.64	26.34	27.06	27.80	28.56	29.34	30.16	30.99	31.84	32.71	33.62	34.54
TECH - AUDIO VISUAL	33.86	34.79	35.75	36.73	37.75	38.78	39.85	40.95	42.07	43.23	44.42	45.63	46.89
TECH - BIOMED	24.95	25.64	26.34	27.06	27.80	28.56	29.34	30.16	30.99	31.84	32.71	33.62	34.54
TECH - CARDIOVASCULAR	36.24	37.23	38.26	39.31	40.40	41.50	42.64	43.82	45.03	46.26	47.53	48.84	50.18
TECH - CENTRAL SVCS	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57	22.16	22.77	23.40	24.04	24.69
TECH - CT	38.65	39.72	40.81	41.94	43.10	44.28	45.50	46.75	48.04	49.36	50.72	52.11	53.54
TECH - DIET	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
TECH - DIETARY	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
TECH - ECHO	36.24	37.23	38.26	39.31	40.40	41.50	42.64	43.82	45.03	46.26	47.53	48.84	50.18

**Full Time/Part Time Scale, effective October 2nd 2019**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
TECH - ECHO SR	38.65	39.72	40.81	41.94	43.10	44.28	45.50	46.75	48.04	49.36	50.72	52.11	53.54
TECH - EKG	21.03	21.61	22.21	22.82	23.45	24.10	24.76	25.44	26.14	26.86	27.60	28.36	29.14
TECH - ENDOSCOPY	23.66	24.31	24.98	25.67	26.38	27.10	27.84	28.60	29.38	30.20	31.03	31.88	32.75
TECH - ENDOSCOPY SR	24.55	25.23	25.92	26.63	27.36	28.12	28.89	29.68	30.49	31.33	32.20	33.08	33.99
TECH - ER	21.03	21.61	22.21	22.82	23.45	24.10	24.76	25.44	26.14	26.86	27.60	28.36	29.14
TECH - FOOD & NUTRITION	15.35	15.77	16.21	16.66	17.11	17.58	18.07	18.56	19.07	19.60	20.14	20.70	21.26
TECH - HEALTH INFO	16.81	17.28	17.75	18.24	18.74	19.25	19.78	20.33	20.89	21.47	22.06	22.66	23.28
TECH - HEALTH INFO PO	21.03	21.61	22.21	22.82	23.45	24.10	24.76	25.44	26.14	26.86	27.60	28.36	29.14
TECH - HISTOLOGY	29.18	29.98	30.81	31.65	32.52	33.41	34.34	35.28	36.26	37.25	38.28	39.33	40.42
TECH - HVAC	25.98	26.69	27.43	28.18	28.95	29.74	30.56	31.40	32.27	33.15	34.06	35.00	35.96
TECH - INSTRUMENT	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
TECH - LABORATORY	20.24	20.80	21.37	21.95	22.55	23.17	23.81	24.47	25.14	25.83	26.54	27.27	28.02
TECH - MAMMOGRAPHY	35.33	36.31	37.30	38.33	39.38	40.47	41.58	42.73	43.91	45.12	46.36	47.63	48.94
TECH - MONITOR	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.57	21.14	21.72	22.32	22.93
TECH - MRI	42.34	43.50	44.70	45.93	47.19	48.49	49.82	51.19	52.60	54.05	55.53	57.05	58.63
TECH - NUCLEAR MED	43.68	44.87	46.11	47.38	48.68	50.02	51.40	52.81	54.26	55.75	57.29	58.86	60.47
TECH - OB	23.66	24.31	24.98	25.67	26.38	27.10	27.84	28.60	29.38	30.20	31.03	31.88	32.75
TECH - PHARMACY	21.03	21.61	22.21	22.82	23.45	24.10	24.76	25.44	26.14	26.86	27.60	28.36	29.14
TECH - PHARMACY BILLER	18.32	18.83	19.35	19.87	20.42	20.98	21.56	22.15	22.76	23.39	24.03	24.68	25.36
TECH - PHARMACY BUYER	22.03	22.63	23.25	23.89	24.55	25.23	25.92	26.63	27.36	28.12	28.89	29.68	30.49
TECH - RAD	29.91	30.73	31.58	32.45	33.34	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41
TECH - SPECIAL PROCEDURE	38.65	39.72	40.81	41.94	43.10	44.28	45.50	46.75	48.04	49.36	50.72	52.11	53.54
TECH - SURGICAL	23.66	24.31	24.98	25.67	26.38	27.10	27.84	28.60	29.38	30.20	31.03	31.88	32.75
TECH - SURGICAL SR	25.29	25.99	26.70	27.44	28.19	28.96	29.75	30.57	31.41	32.28	33.16	34.07	35.01
TECH - ULTRASOUND	42.34	43.50	44.70	45.93	47.19	48.49	49.82	51.19	52.60	54.05	55.53	57.05	58.63
TECH - VASCULAR	42.34	43.50	44.70	45.93	47.19	48.49	49.82	51.19	52.60	54.05	55.53	57.05	58.63
THERAPIST - RESP I	33.86	34.79	35.75	36.73	37.75	38.78	39.85	40.95	42.07	43.23	44.42	45.63	46.89
THERAPIST - RESP I/PO	42.34	43.50	44.70	45.93	47.19	48.49	49.82	51.19	52.60	54.05	55.53	57.05	58.63

**Full Time/Part Time Scale, effective October 2nd 2019**

<b>UNION TITLE</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>YEAR 6</b>	<b>YEAR 7</b>	<b>YEAR 8</b>	<b>YEAR 9</b>	<b>YEAR 10</b>	<b>YEAR 12</b>	<b>YEAR 15</b>
THERAPIST - RESP II	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41	42.55	43.72	44.91	46.15	47.42
TRANSPORT/COURIER	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
TUMOR REGISTRAR	18.51	19.02	19.55	20.09	20.63	21.20	21.78	22.38	23.00	23.63	24.28	24.95	25.64

**Full Time/Part Time Scale, effective October 2nd 2020**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
AIDE – OR	15.58	16.01	16.44	16.90	17.37	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57
AIDE - PHYSICAL THERAPY	15.58	16.01	16.44	16.90	17.37	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57
ANALYST - QC ADMIT	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
ANALYST - TECHNICAL SVCS	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
ASST - NURSING CERT	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.57	21.14	21.72	22.32	22.93
ASST - PHYSICAL THERAPY	27.77	28.53	29.31	30.12	30.95	31.80	32.67	33.58	34.50	35.44	36.42	37.42	38.45
ATNDT PERSONAL NUTRIT	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
CHART AUDITOR	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
CLERK - ACCOUNTING	20.68	21.24	21.83	22.43	23.05	23.68	24.33	25.00	25.69	26.40	27.13	27.88	28.65
CLERK - DIETARY	15.35	15.77	16.21	16.66	17.11	17.58	18.07	18.56	19.07	19.60	20.14	20.70	21.26
CLERK - GENERAL	20.68	21.24	21.83	22.43	23.05	23.68	24.33	25.00	25.69	26.40	27.13	27.88	28.65
CLERK - HEALTH INFO	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
CLERK - RECEPTIONIST	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
CODER	33.34	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41	42.55	43.72	44.91	46.15
COOK	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57	22.16	22.77	23.40	24.04	24.69
COORD - ACCOUNTING/FINAN	22.86	23.49	24.14	24.80	25.48	26.18	26.90	27.64	28.40	29.18	29.98	30.81	31.65
COORD - ADMIN/STATS	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
COORD - CASE MIX	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
COORD - CLIN APPLICATION	42.91	44.09	45.30	46.55	47.83	49.15	50.50	51.89	53.32	54.78	56.28	57.82	59.42
COORD - ED CHARGES	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
COORD - LIS	28.61	29.40	30.22	31.05	31.90	32.77	33.68	34.60	35.56	36.53	37.53	38.57	39.64
COORD - MEDICAL EDUCATION	32.10	32.99	33.89	34.82	35.78	36.76	37.78	38.81	39.88	40.98	42.10	43.26	44.45
COORD - OFFICE	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
COORD - OR RECEIVING	18.32	18.83	19.35	19.87	20.42	20.98	21.56	22.15	22.76	23.39	24.03	24.68	25.36
COORD - PHARM QA	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
COORD - STATISTICAL	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
DISCHARGE PLANNER	29.91	30.73	31.58	32.45	33.34	34.26	35.20	36.16	37.16	38.18	39.23	40.31	41.41
ELECTRICIAN	31.18	32.03	32.92	33.82	34.75	35.71	36.69	37.70	38.73	39.80	40.89	42.02	43.18

**Full Time/Part Time Scale, effective October 2nd 2020**

UNION TITLE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 12	YEAR 15
ENGINEER - BOILER	25.98	26.69	27.43	28.18	28.95	29.74	30.56	31.40	32.27	33.15	34.06	35.00	35.96
FINANCIAL COUNSELOR	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
FOOD SERVICE WKR	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
FOOD SERVICE WKR II	15.23	15.64	16.07	16.51	16.97	17.44	17.91	18.41	18.92	19.44	19.98	20.52	21.09
INSURANCE VERIFIER	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44	27.17	27.92	28.69	29.49	30.30
LVN/LPN	23.36	23.99	24.65	25.33	26.03	26.76	27.49	28.24	29.02	29.82	30.64	31.49	32.35
LVN/LPN PO	29.18	29.98	30.81	31.65	32.52	33.41	34.34	35.28	36.26	37.25	38.28	39.33	40.42
MAINTENANCE - GENERAL	22.19	22.80	23.43	24.07	24.73	25.41	26.11	26.83	27.57	28.33	29.11	29.91	30.73
OPERATOR - SUPPORT SVCS	18.86	19.38	19.90	20.45	21.01	21.59	22.18	22.79	23.42	24.06	24.72	25.40	26.10
OPERATOR - TELECOM	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
PATIENT VISIT REP	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
PHLEBOTOMIST	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
PHLEBOTOMIST PO	24.11	24.77	25.45	26.15	26.87	27.61	28.37	29.15	29.95	30.77	31.62	32.49	33.38
REGISTRATION ASSOCIATE	18.51	19.02	19.55	20.09	20.63	21.20	21.78	22.38	23.00	23.63	24.28	24.95	25.64
REP - CUSTOMER SVC	17.55	18.04	18.53	19.04	19.57	20.11	20.66	21.22	21.81	22.41	23.03	23.66	24.31
SCHEDULER	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
SECRETARY - DEPT	18.69	19.20	19.73	20.27	20.83	21.40	21.98	22.59	23.21	23.85	24.51	25.18	25.87
SECRETARY - UNIT	16.56	17.02	17.49	17.97	18.46	18.97	19.49	20.03	20.57	21.14	21.72	22.32	22.93
SPECIAL SYSTEMS TECH	31.18	32.03	32.92	33.82	34.75	35.71	36.69	37.70	38.73	39.80	40.89	42.02	43.18
TECH - ANESTHESIA	24.95	25.64	26.34	27.06	27.80	28.56	29.34	30.16	30.99	31.84	32.71	33.62	34.54
TECH - AUDIO VISUAL	33.86	34.79	35.75	36.73	37.75	38.78	39.85	40.95	42.07	43.23	44.42	45.63	46.89
TECH - BIOMED	24.95	25.64	26.34	27.06	27.80	28.56	29.34	30.16	30.99	31.84	32.71	33.62	34.54
TECH - CARDIOVASCULAR	36.24	37.23	38.26	39.31	40.40	41.50	42.64	43.82	45.03	46.26	47.53	48.84	50.18
TECH - CENTRAL SVCS	17.84	18.33	18.84	19.36	19.88	20.43	20.99	21.57	22.16	22.77	23.40	24.04	24.69
TECH - CT	38.65	39.72	40.81	41.94	43.10	44.28	45.50	46.75	48.04	49.36	50.72	52.11	53.54
TECH - DIET	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
TECH - DIETARY	19.29	19.81	20.36	20.92	21.50	22.09	22.70	23.31	23.95	24.61	25.29	25.99	26.70
TECH - ECHO	36.24	37.23	38.26	39.31	40.40	41.50	42.64	43.82	45.03	46.26	47.53	48.84	50.18















**Per Diem Scale, effective October 2nd each year**

<b>UNION TITLE</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
PD AIDE - OR	19.80	20.15	20.50	20.86
PD AIDE - PHYSICAL THERAPY	17.47	17.78	18.09	18.41
PD ANALYST - QC ADMIT	22.89	23.29	23.70	24.11
PD ANALYST - TECHNICAL SVCS	22.15	22.54	22.93	23.33
PD ASST - NURSING CERT	19.60	19.94	20.29	20.65
PD ASST - PHYSICAL THERAPY	40.25	40.95	41.67	42.40
PD ATNDT PERSONAL NUTRIT	15.00	15.26	15.53	15.80
PD CLERK - DIETARY	17.48	17.79	18.10	18.42
PD CLERK - GENERAL	19.93	20.28	20.63	20.99
PD CLERK - HEALTH INFO	15.06	15.32	15.59	15.86
PD CLERK - RECEPTIONIST	20.98	21.35	21.72	22.10
PD CODER	46.87	47.69	48.52	49.37
PD COOK	20.19	20.54	20.90	21.27
PD COORD - STATISTICAL	25.51	25.96	26.41	26.87
PD DISCHARGE PLANNER	32.83	33.40	33.98	34.57
PD EMERGENCY SVCS TECH	22.46	22.85	23.25	23.66
PD ENGINEER - BOILER	33.09	33.67	34.26	34.86
PD FINANCIAL COUNSELOR	22.64	23.04	23.44	23.85
PD FOOD SERVICE WKR	15.00	15.26	15.53	15.80
PD FOOD SERVICE WKR II	15.00	15.26	15.53	15.80
PD INSURANCE VERIFIER	22.64	23.04	23.44	23.85
PD LVN/LPN	33.12	33.70	34.29	34.89
PD MAINTENANCE - GENERAL	23.01	23.41	23.82	24.24
PD OPERATOR - SUPPORT SVCS	18.38	18.70	19.03	19.36
PD OPERATOR - TELECOM	17.14	17.44	17.75	18.06
PD PATIENT VISIT REP	22.18	22.57	22.96	23.36
PD PHLEBOTOMIST	21.72	22.10	22.49	22.88
PD REGISTRATION ASSOCIATE	19.23	19.57	19.91	20.26
PD SCHEDULER	24.38	24.81	25.24	25.68
PD SECRETARY - UNIT	21.00	21.37	21.74	22.12
PD TECH - AUDIO VISUAL	18.38	18.70	19.03	19.36
PD TECH - BIOMED	32.04	32.60	33.17	33.75
PD TECH - CENTRAL SVCS	15.00	15.26	15.53	15.80
PD TECH - CT	46.83	47.65	48.48	49.33
PD TECH - DIET	20.99	21.36	21.73	22.11
PD TECH - ECHO	46.20	47.01	47.83	48.67
PD TECH - EKG	18.36	18.68	19.01	19.34
PD TECH - ENDOSCOPY	24.48	24.91	25.35	25.79
PD TECH - ENDOSCOPY SR	32.18	32.74	33.31	33.89
PD TECH - ER	22.46	22.85	23.25	23.66
PD TECH - HEALTH INFO	22.35	22.74	23.14	23.54

**Per Diem Scale, effective October 2nd each year**

<b>UNION TITLE</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
PD TECH - INSTRUMENT	18.18	18.50	18.82	19.15
PD TECH - LABORATORY	23.64	24.05	24.47	24.90
PD TECH - MAMMOGRAPHY	44.22	44.99	45.78	46.58
PD TECH - MONITOR	21.00	21.37	21.74	22.12
PD TECH - MRI	46.83	47.65	48.48	49.33
PD TECH - NUCLEAR MED	42.70	43.45	44.21	44.98
PD TECH - OB	24.46	24.89	25.33	25.77
PD TECH - PHARMACY	24.87	25.31	25.75	26.20
PD TECH - RAD	43.61	44.37	45.15	45.94
PD TECH - SPECIAL PROCEDURE	43.61	44.37	45.15	45.94
PD TECH - SURGICAL	27.30	27.78	28.27	28.76
PD TECH - SURGICAL SR	32.49	33.06	33.64	34.23
PD TECH - ULTRASOUND	46.83	47.65	48.48	49.33
PD TECH - VASCULAR	43.91	44.68	45.46	46.26
PD THERAPIST - RESP I	38.77	39.45	40.14	40.84
PD THERAPIST - RESP II	44.94	45.73	46.53	47.34
PD TRANSPORT/COURIER	17.48	17.79	18.10	18.42

## **APPENDIX B – DEPARTMENT DEFINITIONS**

For purpose of Bidding for Job Vacancies, Reduction in Force and Bumping, Article 4 (Seniority) applies using the following Department Definitions:

### 1. Departments

- A. Nursing Departments; ER, CVICU, ICU, PICU, NICU, DOU, CVU, Oncology, Med/Surg 2, Med/Surg 3, Med/Surg 4, Pediatrics, Labor and Delivery, High Risk, Post Partum & Nursery, DCC, and Patient Education
- B. Surgery/Recovery Departments; Same Day Surgery, CVOR, PACU, GI Lab, Prep & Hold, Lithotripsy
- C. Cardiology, EEG, EKG and Echo
- D. Respiratory Therapy
- E. Radiology, Cath Lab, CT Scanner and Ultrasound, MRI
- F. Nuclear Medicine
- G. Clinical Lab, Pathology Lab and Blood Bank
- H. Pharmacy
- I. Central Services
- J. Physical Therapy and Occupational Therapy
- K. Cardiac Rehab
- L. Food and Nutrition Services
- M. Social Services, Risk Management, Case Management and Quality Assurance, Nursing Administration
- N. Medical Records
- O. Engineering, Biomed
- P. Admitting, ER Admitting, PBX
- Q. Education
- R. Vascular
- S. Outpatient Imaging, Women's Diagnostic Center

2. For the purpose of Article 11.5 (Overtime) assignments, and Article 11.8 (Holiday Scheduling) and 11.9 (Vacation Time), departments shall be defined according to past practice, which is generally by unit.

3. Other Unit or Department groupings may be considered, proposed or changes to work in existing work areas under these definitions may be considered. Other Department groupings or proposed or future changes to be determined and agreed to by the parties.



## **SIDE LETTER 1 – NEW EMPLOYEE ORIENTATION SESSIONS**

The Hospital will allow a Union steward or Union representative up to thirty (30) minutes during the general part of the Hospital's orientation program for new Employees to discuss the Union and the terms of the collective bargaining agreement. Such time will normally be scheduled immediately prior to the lunch break, or as the final item on the orientation program agenda. In addition, the Hospital will schedule a meeting for the Union to meet with the Employees who attended the new Employee orientation at another location.

In connection with the paragraph above, the Union steward shall be released from work without loss of pay to participate provided that patient care permits. Where such orientation program is regularly scheduled such release should normally occur.

The Hospital will make available the items described below along with other orientation materials provided to new Employees in the bargaining units represented by the Union subject to timely prior receipt of such materials from the Union:

1. Copy of the applicable collective bargaining agreement.
2. Copy of a Union membership application and dues authorization card.
3. List of Union stewards, prepared by the Union, showing their departments and/or work areas and telephone numbers.

## **SIDE LETTER 2 – CHILDREN’S HOSPITAL**

Providence Tarzana Medical Center (PTMC) entered into an agreement with the Children’s Hospital of Los Angeles (CHLA) whereby CHLA operates a Pediatric and Pediatric Intensive Care Unit at the PTMC facility hereinafter referred to as the “CHLA transaction.” PTMC proposed to the appropriate Regulatory Agencies that the Employees who would be affected by the CHLA Agreement remain Employees of PTMC. However, if the Regulatory Agencies decide that any Employee, who may be a member of the NUHW bargaining unit must be an Employee of CHLA, then the Union agrees that Article 20 (Job Security) and Article 22 (Subcontracting) shall not apply to the CHLA transaction. This agreement shall not apply as to any rights and/or obligations that might otherwise arise under the law, independent from those that are waived by this Side Letter.

### **SIDE LETTER 3 – PATIENT CARE COMMITTEE**

The Hospital and the Union agree to hold one day of interest-based training for the Patient Care Committee (“PCC”), conducted by the Federal Mediation and Conciliation Service (“FMCS”). The training shall be scheduled on a day that is mutually convenient for the Hospital and the Union. The Union may designate up to six (6) bargaining unit employees to attend the training. The Hospital will compensate each of the six (6) employees for eight (8) hours at the employee’s base rate of pay for time spent attending the interest-based training. Time spent attending the training will not be considered hours worked for purposes of overtime compensation.

A designated mediator from the FMCS will be invited to attend and act as a facilitator at each of the monthly PCC meetings for the six (6)-month time period following the ratification of this Agreement.

The Hospital and the Union recognize that unit-based councils shall be used as a forum for initial discussion and evaluation of issues that are later brought to the PCC.

## **SIDE LETTER 4 – RECOGNITION AGREEMENT**

Notwithstanding the language of Article 1 (Recognition Agreement) of this Agreement, the Hospital and Union acknowledge and agree that:

1. At the time the language in Article 1 was agreed to by the parties, the Union was not the exclusive representative of the Hospital's Environmental Services Department (EVS) employees, who were historically contracted out to a third party before becoming employees of the Hospital in or about 2017;
2. The Union has never been the exclusive representative of the EVS employees;
3. The language contained in Article 1 and in this Side Letter does not automatically entitle the Union to be the exclusive representative of the EVS employees, and cannot be used by the Union to argue that it is the EVS employees' exclusive representative;
4. The Hospital respects the right of the EVS employees to choose to be represented or not to be represented by the Union; and
5. The Union reserves the right to seek to become the EVS employees' exclusive representative, and the Hospital reserves all rights and arguments in response to any attempt by the Union to do so.

## **SIDE LETTER 5 – OUTSTANDING GRIEVANCES**

The Hospital agrees that the Union may process the following four grievances through the grievance and arbitration procedure set forth in Article 9 of this Agreement:

1. Brian Carillo – Alleged flexing out of order
2. Gina Gildore – Alleged flexing out of order
3. Rafik Mesropyan – Alleged entitlement to a full-time position
4. Carlos Zavala – Alleged flexing out of order

The parties are not taking any position with respect to the merits of the abovementioned grievances by entering into this Side Letter. Also, this Side Letter shall not apply to any grievances other than the four listed above.

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

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

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