



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Salinas Valley Memorial Healthcare
System**

August 1, 2020 – July 31, 2021

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AGREEMENT

THIS AGREEMENT is effective the 1st day of August, 2020 by and between SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (hereinafter called the “Hospital” and the “Employer”) and the NATIONAL UNION OF HEALTHCARE WORKERS (hereinafter called the “Union”).

PREAMBLE

A. PURPOSE OF AGREEMENT

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

B. DUTY AND RIGHTS OF CEO

It is mutually agreed that it is the duty and right of the President/Chief Executive Officer or his/her designee to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff and discharge employees, as herein set forth.

C. SECTION TITLES

Section and subsection titles are for organizational purposes only and are not otherwise a part of the substantive terms of the Agreement. No inference into substance of this Agreement shall be derived therefrom.

ARTICLE 1 – RECOGNITION

A. RECOGNITION AND EXCLUSIONS

The Hospital accepts the Union as the recognized employee organization for employees covered by this Agreement whose classifications are listed in Appendix A, attached. For purposes of this Agreement, status is defined as full time, part time, or per diem. Excluded from the bargaining unit are stationary engineers, laboratory technologists (scientists), registered nurses, doctors, temporary employees, trainees, guards and supervisors and such other classifications as may have been historically excluded from the unit.

B. NEW OR CHANGED CLASSIFICATIONS

The Hospital shall notify Union in the event the Hospital hereafter establishes within the bargaining unit a new or changed classification with new job content substantially and materially different from existing job content in a facility the Hospital owns and operates.

Operates shall mean the Hospital is directly responsible for the management control function of the facility on a day-to-day basis.

1. Upon written request made by Union, within fifteen (15) calendar days after the receipt of such notice, the Hospital shall meet and confer with Union to study the matter for thirty (30) days or such longer period as the Hospital and the Union agree in writing is appropriate.
2. Any unresolved dispute concerning the appropriateness of the rate assigned by the Hospital may be made the subject of a grievance which shall be presented directly to the arbitration step of the grievance procedure within ten (10) days of the conclusion of the meeting period of this Article.
3. The arbitrator's authority shall be limited to determining the proper rate relative to existing rates set forth within the attached wage rate exhibits of this Agreement. The wage rates set by the arbitrator shall be effective from the date of arbitration.

C. NEUTRALITY

The Hospital recognizes the right of employees to unionize. Toward that end, the employer agrees to remain neutral and to insist that its management services contractor (if appropriate) will remain neutral in the event of a unionization attempt.

D. OFFSITE LOCATIONS

The Hospital agrees that it will recognize Union as the exclusive bargaining representative for those employees currently performing work at any offsite location operating under the Hospital's State of California, Department of Public Health license who are performing work currently performed by bargaining unit members within the Hospital.

ARTICLE 2 – INTRODUCTORY PERIOD

An introductory period of ninety (90) days, from date of first hiring, shall be established for new employees. During such introductory period, the employees may be discharged for any reason which, in the opinion of the Hospital, is just and sufficient. This is not subject to grievance procedure. The Hospital and the Union may extend the introductory period by mutual agreement.

ARTICLE 3 – UNION MEMBERSHIP

A. AGENCY SHOP

The employees covered by this Agreement shall be covered by the following Agency Shop provision. "Agency shop," as used in this Agreement, shall mean an arrangement

that requires employees, as a condition of continued employment, to join, not later than the thirty-first (31st) day following the commencement of their employment, the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the Agreement. However, any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to Salinas Valley Memorial Hospital Foundation, Inc., a California nonprofit corporation or any such other nonreligious, non-labor Charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee. Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public agency and to the public employee organization.

B. INDEMNIFICATION

The Union will hold harmless the Hospital against any claim or obligation which may be made by any person by reason of agency shop, including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Hospital by reason of failure to perform under this Article.

C. RESCINDING AGENCY SHOP

In accordance with Government Code Section 3502.5, this agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by this Agreement; provided that:

1. a request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit;
2. such vote is by secret ballot; and
3. such vote may be taken at any time during the term of such Agreement, but in no event shall there be more than one vote taken during the term of this Agreement.

D. WRITTEN FINANCIAL REPORT

The Union agrees to keep an adequate itemized record of its financial transactions and shall make available annually, to the Hospital and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

E. WRITTEN NOTICE OF TERMINATED EMPLOYEES

The Employer shall supply the Union with a written notice of the names and addresses and classifications of work of new employees, and the names of employees terminated, such notice to be furnished not later than the 10th of the month.

F. NEW EMPLOYEE PACKET

Pursuant to current practice, the Employer will continue to provide new employees with a packet containing but not necessarily limited to the following: various Hospital policies; Hospital guidance; benefit information/enrollment forms; employee handbook; copy of Collective Bargaining Agreement; and dues/COPE deduction forms.

G. CONFORMITY WITH SECTION 3502

In applying the above provisions, it is the intent of the parties to act in conformity with the provisions of Section 3502 of the Government Code of the State of California.

ARTICLE 4 – VOLUNTARY WRITTEN ASSIGNMENT OF WAGES

A. WRITTEN ASSIGNMENT OF WAGES

During the term of this Agreement, the Hospital will honor written assignments of wages to the Union for payment of Union Membership fees, dues, and COPE provided such assignments are voluntarily entered into by Union members, and provided such assignments are submitted in a form agreed to by the Hospital and the Union.

B. REMITTANCE OF DEDUCTIONS

The Hospital will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employees for whom deductions were made.

C. SCHEDULE OF DEDUCTIONS

Normally, the deduction of such assigned wages will be made on each pay period for the then current Union membership fees; however, the Union and the Hospital may make other arrangements by mutual consent.

D. INDEMNIFICATION

The Union will hold harmless the Hospital against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees, dues, and COPE including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Hospital by reason of failure to perform under this Article.

E. WRITTEN NOTICE OF TERMINATION OF ASSIGNMENT OF WAGES

Assignment of wages shall be subject to termination by written notice of the employee to the Hospital.

ARTICLE 5 – DISCHARGE OR DISCIPLINE

A. DISCHARGEABLE OFFENSES

The Hospital shall have the right to discharge any employee for dishonesty, insubordination, insobriety or negligence. Examples of dischargeable offenses are provided below. For illustration purposes, this list is not intended to be exhaustive.

1. Dishonesty

Examples:

- (a) Unauthorized possession of hospital, employee, or patient property
- (b) Falsification of records, statements, timecards, and/or employment application
- (c) Punching, recording, or altering time on another employees' timecard

2. Insubordination

Examples:

- (a) Refusing to accept work, work shift or work location assignments by supervisor
- (b) Refusing to perform work as instructed
- (c) Refusing to cooperate as normally expected under supervision
- (d) Disrespectful attitude to supervisors
- (e) Threat to or intimidation of supervisory personnel

3. Insobriety

Examples:

- (a) Reporting to work under the influence of alcohol, narcotics, or central nervous system stimulants or depressants; possession or consumption of alcohol, narcotics or central nervous system stimulants or depressants on Hospital premises; the sale of alcohol, narcotics or central nervous system stimulants or depressants
- (b) Reporting to work in a condition rendering the employee incapable of working at reasonable efficiency

4. Negligence

Examples:

- (a) Intent to inflict bodily harm on anyone at any time on hospital property whether or not injury actually occurs
- (b) Possession of explosives, firearms, or any weapon on hospital property
- (c) Violation of safety rules posted by hospital or violation of general safe practices in performance of work or in the use of hospital facilities for any purposes
- (d) Negligence in the commission of careless and/or destructive acts
- (e) Violation of confidentiality, e.g., disclosure of patient and hospital business related information

B. REASONABLE CAUSE, JUST CAUSE AND SKELLY RIGHTS

- 1. Discipline shall be administered only for reasonable cause. Discharge shall only be for just cause. All complaints will be investigated.
- 2. Employees shall receive rights afforded to them under California law governing public sector employees, including Skelly rights.

C. VIOLATIONS THAT WARRANT AN OPPORTUNITY TO IMPROVE

Employees shall receive written notice in the event Hospital determines the employee is incompetent, has failed to perform work as required, violated Hospital rules and regulations applying to such employee, or for other causes, except those mentioned in the above paragraphs justifying discharge. Examples of issues that warrant the opportunity to improve through corrective action include:

1. Incompetency

Examples:

- (a) Failure to adhere to established departmental and hospital standards
- (b) Creating unsanitary conditions in or near the hospital
- (c) Acting in any way detrimental to patient care
- (d) Violation of hospital rules and regulations which are similar in nature
- (e) Interfering with employees work
- (f) Conduct which at any time causes discord or disharmony within the hospital environment

- (g) Profane language, arguing, loud voice or expression of anger towards patients, co-workers and supervisors
- (h) Use of hospital supplies or equipment for any purpose not related to patient care and/or hospital operation
- (i) Failure to adhere to established departmental and hospital uniform and appearance policy
- (j) Posting of notices, bulletins, etc., or any type on hospital premises without written approval of Administration
- (k) Unexcused absenteeism
- (l) Sick leave abuse
- (m) Failure to notify supervisor in advance of absences in accordance with departmental policy
- (n) Tardiness
- (o) Leaving work assignment and/or area without permission of supervisor

D. DISCUSSION REGARDING DISCIPLINE

If discipline is considered by the Employer, the Employer will discuss such discipline with the employee. A Union representative may be present at the meeting between the Employer and the employee if the employee desires.

E. WRITTEN NOTICES OF VIOLATION

The first written notice of violation as herein provided shall be placed in the personnel file of the employee after discussion with the employee of the alleged violation. A second written notice to the employee for a subsequent offense or violation shall cause a suspension from services at the Hospital for a period of five (5) days without pay; however, such suspension shall not affect seniority or other benefits dependent upon length of service with the Hospital. Upon receipt by the employee of a third notice of violation for a subsequent offense, the employee shall be discharged. As used in this Section, an "offense," shall not include discipline for absenteeism/tardiness.

F. FIRST WRITTEN NOTICE

The first written notice of violation as herein provided shall be given to the employee within thirty (30) days from the date the Hospital discovers the violation. A copy of the first written notice of violation shall remain in the personnel file of the employee; provided, however, said first written notice may not be used as the basis for a second written notice for an offense after expiration of twelve (12) months from the date of the issuance of said first written notice.

G. SECOND WRITTEN NOTICE

A second warning notice may not be used as the basis for a third written notice for an offense after the expiration of twelve (12) months from the date of the issuance of said second written notice.

H. EMPLOYEE'S ABILITY TO OBTAIN REPRESENTATION

The employee will be given notice prior to a conference concerning a warning notice, so the employee may, if the employee so chooses, obtain representation at such warning conference. The Hospital reserves the right to schedule warning conferences at times consistent with maintaining efficient Hospital operations.

I. REBUTTAL TO WARNING NOTICES

In connection with warning notices, if an employee feels that a counter statement is necessary, a statement may be presented by the employee or his/her representative and become a part of their record.

J. HOUSE RULES AVAILABLE TO EMPLOYEES AND REASONABLE JUDGMENT

The rules and regulations of the Hospital will be made available to each employee. The Hospital agrees to exercise fair and reasonable judgment in the application of this Article.

K. ACCESS TO GRIEVANCE PROCEDURE

If, in the opinion of the Union, an employee has been unjustifiably discharged, or has been discharged or laid off to avoid advancement, or because of Union activity, such discharge or layoff shall be subject to the grievance procedure provided below.

ARTICLE 6 – EVALUATIONS

A. USE OF EVALUATIONS AND PERFORMANCE STANDARDS

It is the intent of the Hospital that evaluations shall be a constructive and objective method of assisting employees to develop their work related skills, relationships, and performance. The Hospital shall have the right to establish reasonable and objective minimum performance standards subject to the meet and confer process.

B. EVALUATIONS AND COUNSELING

The Hospital may utilize counseling techniques or letters where appropriate. Counseling, whether written or oral, shall not be a prerequisite to the issuance of a warning notice. Evaluations shall not be utilized in place of counseling.

C. RIGHTS OF EMPLOYEE PRIOR TO PLACEMENT OF EVALUATION IN PERSONNEL FILE

Employees shall be given an opportunity to read, sign, and attach written comments to formal performance evaluations prior to the placement of such material into the employee's personnel file; provided, however, all such material may be placed in the Employee's personnel file forty-eight (48) hours after discussion with the employee.

D. SIGNATURE AS PROOF OF RECEIPT

Each employee shall be required to sign their evaluation as proof of receipt of the evaluation. The act of signing by the employee shall not be interpreted as meaning the employee agrees or disagrees with the evaluation.

E. INSPECTION OF PERSONNEL FILE

The employee may inspect his/her own personnel file maintained by the Hospital, provided the employee gives reasonable advance notice to the Human Resources Department.

ARTICLE 7 – COMPENSATION

A. WAGE INCREASES

Effective August 10, 2020, a three percent (3%) across-the-board wage increase.

B. WAGE NOTATIONS SPECIFIC TO LEAD PHARMACIST

Assigned Lead Pharmacists shall receive five percent (5%) above their own base pay rate.

C. INCENTIVE COMPENSATION

The incentive compensation plan shall be made available to all eligible unit employees. Eligible employees include all those who have one thousand (1,000) hours in combined compensated and drop time in the fiscal year. The plan allows employees to share in the financial performance of the Hospital. The target incentive compensation shall be one and one-half percent (1.5%) for each fiscal year of the Agreement. Each employee's incentive target, which shall be paid out in a single lump sum, shall be based on the employee's base rate of pay at the end of the fiscal year multiplied by hours actually worked during the fiscal year.

The Union has been provided with the terms of the Incentive Plan for FY 2016. The first Incentive Plan for which unit employees shall be eligible will be the FY 2017 Plan. Incentive Plans are expected to change from year to year, but the Hospital will maintain the same three categories of metrics set forth in the FY 2016 Plan. The Union shall receive notice of the terms of future Incentive Plans within the first quarter of the fiscal year.

D. APPENDIX – WAGE SCALES

Rates of pay for the classifications of work covered by this Agreement, as provided in Sections A, B, and C of this Article, shall be as set forth in APPENDIX A.

E. ADVANCEMENT ON THE WAGE SCALES AT TEN (10) YEARS

1. Employees who have ten (10) years continuous service with the Hospital, who are at Step V at the time of reaching ten (10) years, shall be advanced to Step VI.
2. Employees who have ten (10) years continuous service with the Hospital, who are not at Step V at the time of reaching ten (10) years, shall advance an additional step in recognition of their longevity in addition to their regular tenured step progression, and shall progress thereafter to the next step on the employee's next anniversary date.

F. ADVANCEMENT ON THE WAGE SCALE AT FIFTEEN (15) YEARS

Employees who have fifteen (15) years continuous service with the Hospital, who are at Step VI at the time of reaching fifteen (15) years, shall be advanced to Step VII.

G. ADVANCEMENT ON THE WAGE SCALE AT TWENTY (20) YEARS

Employees who have twenty (20) years continuous service with the Hospital, who are at Step VII at the time of reaching twenty (20) years, shall be advanced to Step VIII.

H. WAGE RATE UPON PROMOTION

1. The employee who is promoted will be placed in the new step range at a point that will assure an increase in wages and will continue to advance through the new step range on the employee's anniversary date. Anniversary date shall mean date on which the employee was hired, so long as there is continuous service with the Hospital from that date.
2. When an employee is promoted from one classification to another, the following will apply: If there is at least a five percent (5%) differential between the employee's current step in their classification and the same step in the employee's new classification, the employee will be paid in their new classification at a step which will result in a wage increase of at least four percent (4%) over their previous wage rate; provided that no one will receive more than provided in the steps in their classification. Employees who do not meet the above criteria will remain in their same step in the new classification.

ARTICLE 8 – JOB DESCRIPTIONS

A. JOB DESCRIPTIONS MAINTAINED BY THE EMPLOYER

The Employer shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of hospitals concerned with the care, treatment and recovery of patients. An employee who commences work or is assigned a new position will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. Job descriptions maintained by the Employer shall be made available to the Union upon request.

B. CLASSIFICATION REVIEW

An employee may request a classification review when such employee has a question whether such employee is properly classified within the listed classifications. Such request shall be made in writing to the employee's respective department head and shall be presented with documentation and pertinent facts to support the employee's position. The department head shall review the employee's request and supporting material and notify the employee within forty-five (45) days in writing of the department head's position regarding such employee's request.

C. NO CONSOLIDATION OF SEPARATE CLASSIFICATIONS WITHOUT MUTUAL AGREEMENT

The Hospital will not consolidate two (2) separate classifications into one (1) without mutual agreement by the Union with notice and bargaining with the Union.

ARTICLE 9 – HOURS OF WORK

A. STANDARD PAY PERIOD

The standard pay period shall include eighty (80) hours in a fourteen (14) day period, starting each Monday at 12:00 a.m. and ending on the second Sunday at 11:59 p.m. A shift shall be fully paid in the pay period during which the shift began.

B. 8-HOUR SHIFTS, WORK SCHEDULES AND OVERTIME

If an employee is required to work in excess of an eight (8) hour shift, or in excess of eighty (80) hours in any two (2) week pay period, the employee shall be paid over-time at the rate of time and one-half (1½) straight-time pay. If an employee is required to work in excess of twelve consecutive hours in any one day, the employee shall be paid overtime at the rate of double time his/her regular straight-time hourly rate for hours worked in excess of twelve (12) in that day, exclusive of meal periods. The Hospital will make its best efforts to schedule two (2) consecutive days off a week for all employees covered by this Agreement. Also, whenever the Hospital deems it practical and possible in light of Hospital requirements, the Hospital may institute a schedule of work six (6) days in one

(1) week and four (4) days in the next week, or other schedule of fewer hours based on FTE, for rotation purposes; provided that overtime shall be paid for all hours worked in excess of eighty (80) over a two (2) week period, or in excess of eight (8) hours in any given day.

C. REPORTING PAY

A regular full-time or regular part-time employee will be guaranteed four (4) hours of pay at straight-time for reporting to work as scheduled, unless the employee chooses to voluntarily cancel all or part of the four (4) hours. In the cases where the employee is entitled to overtime, the employee will receive overtime at the rate of time and one-half (1½) for actual hours worked or the guarantee, whichever is greater, unless the employee chooses to voluntarily cancel all or part of the four (4) hours.

D. POSTING OF SCHEDULES

Schedules of starting and quitting times and days off of regular employees will be posted by the Hospital seven (7) days in advance subject to emergency situation changes, and as much advance notice of overtime requirements will be given as permitted by operational circumstances.

E. REST PERIODS

Each employee is to be allowed a rest period of fifteen (15) minutes, to be scheduled by Hospital during each four (4) hours of continuous work.

F. FULL-TIME EMPLOYEES WORKING ON A DAY OFF

No employee shall be required to work on a previously scheduled day off; however, in the event an employee is requested to work on a previously scheduled day off and accepts such request, he or she shall be paid at the rate of one and one-half (1½) times such employee's regular rate of pay for all hours worked on such day. The penalty provision in this paragraph does not apply to part-time employees. The Hospital is under no duty to request an employee to work on a previously scheduled day off and may secure personnel to perform such needed work from whatever source in the Hospital's judgment may be available.

G. WORK FOR SEVEN (7) OR MORE CONSECUTIVE DAYS

An employee who works seven (7) or more consecutive days shall be paid at the rate of double time for all hours worked on the seventh and subsequent consecutive day(s) until the employee receives a day off. The Hospital reserves the right to change the existing time schedule to alter the employee's day off. Requests by employees for changes in the normal rotation schedule may not be honored.

H. REST PERIOD FOR EIGHT (8) HOUR SHIFT EMPLOYEES

Employees working a shift of eight (8) hours without a twelve (12) hour rest between shifts shall be compensated as follows: all hours worked in each shift until broken by a

rest period of twelve (12) hours shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. All hours worked without the twelve (12) hour rest period shall be paid at the rate of time and one-half (1½) for the first four (4) hours and double time (2x) for the last four hours. Should the employee be called back again without the twelve (12) hour rest period, the employee shall be paid time and one-half (1½) for all hours worked in each shift until broken by at least twelve (12) hours off. Should an employee work additional hours on a shift, the Hospital reserves the right to adjust schedules to avoid premium pay.

I. NO PYRAMIDING OF OVERTIME

The provisions regarding overtime pay are not cumulative nor a penalty on a penalty. In the event of a conflict between two applicable provisions, the provision providing for a higher rate of overtime pay shall apply.

J. WEEKENDS OFF FOR PART-TIME EMPLOYEES

Whenever possible, part-time employees shall be given consideration for weekends off.

K. EMPLOYEES CALLED INTO WORK WITH LESS THAN ONE (1) HOURS' NOTICE

Employees who are called into work with less than one (1) hours' notice before the start of the shift shall be paid for the entire shift provided the employee arrives no later than one (1) hour after the call.

L. ON-CALL

An employee who is required to remain on-call to the Hospital shall be paid at the rate of one-half (½) the regular straight time hourly rate for any time spent on required on-call status. On-call status pay shall cease once the employee reports to work. When called, on-call employees shall be compensated for work performed during such call in time at the rate of time and one-half (1½) the regular straight time rate of pay with one (1) hour minimum in addition to the compensation previously earned while on on-call status. No premium pay shall apply for work performed while on on-call status as the employee is compensated by on-call pay. Employees on call are required to report to work within no more than thirty (30) minutes.

M. STANDBY

When a temporary drop in cases or patient census is in effect, a unit may be overstaffed temporarily. However, due to the fluctuations in cases, employees cannot always be sent home or canceled under "temporary reduction in force." Therefore, upon mutual agreement between the employee and management, the employee can be put on "Standby."

An employee on "Standby" status shall be paid at the rate of one-half (1/2) the employee's regular straight time hourly rate for any time spent on "Standby," not to exceed the employee's scheduled shift. Standby is offered for the remainder of a

scheduled shift. If required to come in, "Standby" pay stops and the employee shall be paid his/her regular straight time hourly rate for hours actually worked up to the end of his/her scheduled shift. After that, Article 9 Section B, Section R, or Section S shall apply, depending on the length of the scheduled shift. In order to qualify for "Standby" pay, an employee must be able to report to work within no more than thirty (30) minutes. The Hospital, in its discretion, may discontinue "Standby" at any time. Participation in "Standby" will be voluntary. However, in the event there are several employees desiring to be put on "Standby" and management feels that all cannot be accommodated, seniority will determine who will be allowed to utilize "Standby."

N. BARISTA MANAGEMENT

Management personnel may, on occasion, perform the functions of barista.

O. ANCHOR DAY OFF FOR PART-TIME CLINICAL PHARMACIST/SET SCHEDULE FOR FULL-TIME CLINICAL PHARMACISTS

The Hospital will continue to give a set/template schedule to Full-Time Clinical Pharmacists. The Hospital will endeavor to give each Part-Time Clinical Pharmacist an anchor day off work.

P. NIGHT SHIFT CLINICAL PHARMACISTS' SCHEDULE

The schedules of the Night Shift Clinical Pharmacists shall be compliant with FLSA Section 207(b)(1). Night Shift Clinical Pharmacists shall not receive premium pay for seven (7) consecutive shifts under Section G of this Article.

Q. PAY FOR WORKING IN A HIGHER PAID CLASSIFICATION

If an employee works four (4) hours or more in a day in a higher paid classification, the employee shall receive the rate of pay for the higher paid classification for the hours worked in that classification.

R. 12-HOUR SHIFTS

1. The Hospital may, at its sole discretion, establish 12-hour shifts with the concurrence of the employees in the unit/department by majority vote in a secret ballot.
2. The usual full-time 12-hour shift staffing pattern will be six (6) 12-hour shifts in a 14 day pay period except that, normally, no more than 40 hours shall be scheduled in any work week. Employees who are regularly scheduled for six (6) complete 12-hour shifts (72 hours) per pay period will be recognized as full-time employees for seniority purposes.
3. The Union hereby waives daily overtime for employees who are assigned 12-hour shifts except that any employee required to work more than 12 hours in a day shall be compensated at the double time (2x) rate for all hours more than twelve.

4. Employees working a 12-hour schedule shall be paid their regular hourly rate.
5. If the Hospital establishes 12-hour shifts for specified classifications within a department, it reserves the right to designate the number of 8 hour and 12 hour shifts in the department. Employees will bid for shifts based on seniority.
6. For 12-hour scheduled shifts, the applicable rest period shall be eight hours.
7. Employees working a 12-hour shift who work seventy-two (72) hours in a pay period shall accrue benefits the same as full time employees.
8. The Hospital reserves the right to discontinue 12-hour shifts upon 60 days' notice.

S. 10-HOUR SHIFTS

1. The Hospital, at its sole discretion, may establish 10-Hour Shifts with concurrence of the affected employee and the Union.
2. The usual full-time 10-Hour Shift staffing pattern will be eight (8) 10-Hour Shifts in a fourteen (14) day period except that normally no more than forty (40) hours shall be scheduled in any work week; work week being defined as Monday through Sunday.
3. Employees who are regularly scheduled for eight (8) complete 10-Hour Shifts per pay period will be recognized as full-time employees for seniority purposes.
4. Employees working a 10-hour shift will be paid their regular hourly rate.
5. The Union hereby waives daily overtime for employees who are assigned 10-Hour shifts.
6. Any employee who is assigned 10-hour Shifts and works for greater than ten (10) hours up to twelve (12) hours shall be compensated; at time and a half.
7. Any employee required, to work more than twelve (12) hours in a day shall be compensated at double time rate for all hours in excess of twelve (12).
8. For 10-hour scheduled shifts, the applicable rest period will be eight (8) hours.
9. The Hospital reserves the right to discontinue 10-Hour Shifts upon reasonable notice, not less than thirty (30) days.
10. Employees who work a holiday will be paid time and one-half for that day. Bereavement, PTO and Sick will be taken in 10-hour increments.
11. Bereavement, PTO and Sick will be taken in 10-hour increments.

ARTICLE 10 – SHIFT DIFFERENTIAL

A. APPLICATION

This Article shall not apply to any employee whose scheduled shift begins at 7:00 a.m. or after and ends at 6:00 p.m. or before. Shift differential shall be paid only for full hours worked. Aside from hours actually worked, employees shall only receive a shift differential for time spent on paid sick leave pursuant to Article 18 and bereavement, to the extent it is not extended by PTO, pursuant to Article 17.

B. SHIFT DEFINED

1. An evening shift is defined as hours worked between the hours of 3:00 p.m. and 11:00 p.m.
2. A night shift is defined as hours worked between the hours of 11:00 p.m. and 7:30 a.m.

C. DIFFERENTIAL

1. The Hospital shall pay evening shift differential of two dollars (\$2.00) per hour per shift.
2. The Hospital shall pay night shift differential of four dollars (\$4.00) per hour per shift.
3. For Clinical Pharmacists:
 - (a) The Hospital shall pay evening shift differential of \$2.75 per hour per shift.
 - (b) The Hospital shall pay night shift differential of \$4.75 per hour per shift (see exception below).
 - (c) Exceptions:
 - i. When staff in the “Clinical Pharmacist” job classification fills in for a Night Shift, the Clinical Pharmacist will be paid based on the pay scale for the “Clinical Pharmacist – Night” job classification, same step, with no shift differential. This exception provision does not apply to “Clinical Pharmacist – Per Diem.”
 - ii. Due to the premium pay already included in their classification rate, night shift Clinical Pharmacists shall not receive a shift differential.

ARTICLE 11 – SENIORITY

A. SENIORITY DEFINED

Seniority is defined as length of service with the Hospital from the employee's date of hire as calculated by credited hours. Employees receive credited hours for seniority as follows:

1. Full-time Employees

Full-time employees shall be credited with eighty (80) hours per pay period provided they are not on an unpaid leave of absence in excess of thirty (30) days.

2. Part-time Employees

Part-time employees shall be credited with one (1) hour for each hour paid or cancelled at the Hospital's request.

3. Per Diem Employees

Per Diem employees shall be credited with one (1) hour for each hour paid or cancelled at the Hospital's request.

4. Exceptions to the Definition and Application of Seniority

The seniority of an employee in the following classifications is the employee's date of hire:

- (a) Laboratory Technician Assistant I, Laboratory Technician Assistant II and Lead Laboratory Technician Assistant
- (b) Clinical Pharmacist/Clinical Pharmacist-Night
- (c) Occupational Therapist, Physical Therapist, and Speech Pathologist
- (d) For these classifications there will be no distinction between Full Time and Part Time employees in the application of seniority in the Agreement with seniority first applying to full-time and part-time as a group and (as provided elsewhere in the Agreement) to Per Diem employees.

5. Tie Breaker for Seniority

In the event two (2) employees have equal seniority, seniority priority will be determined by (1) the date of hire; and if the dates are the same, (2) the employees' W-4 Form date; and if the dates are the same, (3) the employees' date of application for employment.

6. Seniority Lists

Seniority lists shall be prepared by the Employer effective March 31st and September 30th and provided to the Union no later than three (3) weeks after those dates. In each

department there shall be three (3) seniority lists, a list for Full-Time employees, a list for Part Time employees, and a list for Per Diem employees. There will be no separate full-time and part-time listing for the classifications listed in Article 11, Section A(4).

7. Credit for Prior Seniority

An employee who leaves the bargaining unit and returns, without having terminated his/her employment, shall be credited with his/her prior seniority.

B. SENIORITY APPLIED

1. Application of Seniority by Department (or Unit Grouping), Classification and FTE Status

Application of seniority shall be by classification and by department and, in the case of Nursing, by classification, and, as applicable, by Unit Grouping, as provided in this Article. Seniority shall be applied within each department or Unit Grouping by job classification as follows: First to full-time employees, second to part-time employees, and third to Per Diem employees.

2. Seniority Not Applicable during Introductory Period

Seniority shall have no application for an employee, until he/she has completed his/her Introductory Period.

C. TRANSFERS AND PROMOTIONS

1. Posting of Vacancies

The Hospital shall post a notice of a vacancy for a period of five (5) days from the date of notice of such vacancy. Any employee will be eligible to apply for a vacant position with preference given to employees who transfer within the same job classification.

2. Seniority Among Applicants

In the event there is more than one (1) applicant for the vacancy in a department, seniority applied by classification shall prevail, provided that active discipline may be considered, so long as the active discipline is not in the grievance process. However, in the case of a promotion or transfer outside one's classification, the Hospital shall have the ability to exercise its judgment with respect to skills, ability and performance history. Otherwise, seniority shall prevail.

3. Evaluation Period

For each employee who fills a vacancy there shall be an evaluation period of thirty (30) days. At any time during the thirty (30) day period, the employee may return to his/her previous position at either the employee's or Hospital's request.

4. Transfer Defined

A transfer within a classification is defined as a.) a change in shift or assignment within a department or b.) a change in department.

D. TRANSFER LIMITS

1. Twelve (12) Month Waiting Period for an Employee Returning to His/Her Former Position

If an employee transfers and returns to his/her former position within the Evaluation Period, the employee may not transfer again for a period of twelve (12) months from the date of his/her return, unless otherwise approved by the Employer.

2. Twelve (12) Month Waiting Period for an Employee to Bid into a Different Classification

An employee is not eligible to bid into a different classification until she/he has worked twelve (12) months in his/her position, unless otherwise approved by the Employer.

E. FLOATING

1. Floating to Maintain Safe Patient Care

Employees may be floated as needed to maintain safe patient care. Floating will occur according to job classification, skill and required qualifications. In the event there are two (2) employees with equal skills, the less senior employee will float.

2. An Employee Working an Extra Shift—First to Float

If an employee is working an extra shift/hours, he/she will be the first to float before any employee who is working his/her regularly scheduled shift.

3. Regular Assignment

Because employees apply for and are granted positions with regular assignments that include work location, e.g. floor, department, work area etc., the Hospital will not use floating to the extent that it undermines the employee's choice of regular assignment.

4. Floating Specific to Nursing Departments

(a) Responsibilities. When an employee in a Nursing Department is floated, it is not expected that he/she will be responsible for providing specialized care unusual to his/her skill level but will be responsible to participate as a team member performing routine duties associated with his/her job classification.

- (b) Floating within and across Unit Groupings. Nurse Aides and Unit Assistants may be floated within and across Unit Groupings before the Hospital will be required to consider cancellations.
- (c) Training/Orientation. Non-float pool staff, who are assigned to float to a department in which they have not been previously trained/oriented or substantially experienced, will receive one (1) day training/orientation in that department.
- (d) Option of Floating or Being Cancelled. An employee who has been asked to float and who does not meet requirements as outlined in Article 11, Section 4(c), will be given the option to float or be canceled.
- (e) Certified Nurse Aides. Nurse Aides must be certified. The eight (8) Nurse Aides who are not certified as of August 25, 2016 due to prior agreement, will not be required to be certified.

F. CALL OFF/CALL IN PROCEDURES FOR ALL EMPLOYEES

1. Daily Cancellations and Accrual of PTO and Sick Leave

Because the Hospital may have sudden drops in workload/patient census, there may be a need for temporary reductions in staffing for a shift of a day or several days, not to exceed a period of three (3) calendar weeks. Such days are referred to as drop days or cancelled days and shall be recorded and credited as days paid for purposes of accrual of benefits. Employees will have the option to use PTO or drop time if cancelled involuntarily. If the employee accepts a voluntary cancellation, he/she will be required to use PTO.

2. Call Off and Call in by Seniority

In the event of call off or call in, seniority shall be applied by classification based on pre-existing competence in the department (and in the case of Nurse Aides and Unit Assistants, first within a Unit Grouping and then outside of a Unit Grouping), provided that the employees have the skill to perform the work to be done. Employees will be called off in reverse order of seniority in groupings (a) through (g) as follows:

- (a) Registry/Travelers
- (b) Employees working extra shift receiving overtime/double time
- (c) Volunteers (must use PTO) *
- (d) Per Diem employees
- (e) Employees working extra shifts
- (f) Part-time employees
- (g) Full-time employees

*For Occupational Therapists, Physical Therapists, and Speech Pathologists only, volunteers may be called off before Registry/Travelers. Volunteers in these three classifications only may use “Absent” Time no more than two (2) times per pay period, otherwise must use PTO. “Absent” time is a non-paid special code with no benefit or seniority accruals.

3. Notice of Call Off

Personnel not required to satisfy the staffing needs will be contacted as early as possible but no later than one (1) hour before the beginning of their assigned shift.

4. Logs for Administration of This Article

Contact of an employee for a call off/call in or overtime will be demonstrated by recording the method of contact (phone call, verbal, or message) on a log maintained in the department. The log will indicate the date, time of day, and method of contact. This log will be maintained for six (6) months. In the event the employee does not receive notice of call off and the Hospital can demonstrate by entry on the log that a reasonable attempt was made to contact him/her, the Hospital is under no obligation to pay reporting pay.

5. Failure to Accept Call for Call In

When an employee does not personally accept a call for call in, the employee is deemed unavailable and Hospital has the right to call the next employee on the list.

6. Bumping the Least Senior Employee

An employee who has been called off may bump the least senior employee scheduled in the department (or in the cases of Nurse Aides and Unit Assistants by Unit Grouping), within twelve (12) hours of the call off, unless such bumping would cause the employee to receive overtime/premium pay on that or any subsequent day. The employee must have the skill to perform the work to be done.

G. UNIT GROUPINGS FOR THE NURSING DEPARTMENT

1. Definition of Unit Grouping

The following Unit Groupings shall be used for purposes of this Article:

(a) General Care Beds Grouping

Medical/Surgical	Pediatrics
Ortho/Neuro/Spine	L & D/Mother Baby
Comprehensive Cancer Center	NICU
Patient Care Resources (Float Pool)	

(b) Monitored Beds Grouping

ICU/CCU
ER
OCU

Telemetry
Heart Center
Outpatient Surgery

H. DISTRIBUTION OF ADDITIONAL AVAILABLE HOURS

1. Offer of Additional Hours to Full Time and Part Time Employees

Additional available hours shall be offered by seniority within classification to Full-time and Part-time employees who have expressed an interest in working additional hours indicating their availability by entering appropriate information in the Hospital's scheduling system/procedure, provided that no overtime pay will be incurred.

2. Offer of Additional Hours to Per Diem Employees

Thereafter, if additional available hours remain, they will be offered to per diem employees by seniority in accordance with the terms of this Agreement.

3. Final Schedule

Once the final schedule is posted, employees seeking additional hours may not use their seniority to override H(1) and H(2), above.

4. Offer of Overtime by Classification

Except as otherwise outlined in this Sub-Section, once the Employer has determined that it will utilize overtime, the Employer will offer overtime by seniority to employees in a classification who have expressed an interest in working additional hours indicating their availability by entering appropriate information in the Hospital's scheduling system/procedure or by using the current department practice. Such work will be offered to full-time employees first, then part-time employees and then to Per Diem employees.

When there is an emergent need for an immediate staff assignment, which shall be filled by a request in seniority order, the Hospital will offer the overtime in the following order:

- (a) Staff within the classification in the relevant department or unit; and then
- (b) Staff within the classification in other departments or units; and then finally,
- (c) If no employees within the classification are willing or available to work overtime, the Hospital may offer the overtime work to employees outside of that classification who possess the requisite skills and qualifications.

I. DEPARTMENTS

For purposes of this Agreement the terms of unit and department are synonymous. The following are the departments of the Hospital:

General Accounting	Patient Registration	Patient Financial Services
Patient Care Resources	Wound Care	Coffee Shop
Case Management	Nutrition Services	Materials Management
Diagnostic Imaging	Respiratory Care	Environmental Services
Laboratory	Surgery	Medical Records/HIM
Endoscopy	Pharmacy	Interpreters
Telecommunications	Cardiology/Cath Lab	Rehabilitation Services
Emergency Department	Outpatient Services	ICU/CCU
Transport	Mammography	Ortho/Neuro/Spine
Telemetry	Heart Center	Labor and Delivery
Observation Care Unit	Medical/Surgical Unit	Pediatrics
Comprehensive Cancer Care	SSPD	
Mother/Baby	NICU	

J. CLASSIFICATIONS

- Each job classification shall have a separate seniority list. However, the following groups of classifications are considered one (1) classification for purposes of the application of seniority provided the employee in a specific classification is qualified to perform the duties of the other classification(s) in his/her group.

Group I	Group II	Group III	Group IV	Group V	Group VI
Cardiac Sonographer I	Cath Lab Tech I	Pharm Tech I	Rad Tech I	Sonographer I	RCP-Cert.
Cardiac Sonographer II	Cath Lab Tech II	Pharm Tech II	Rad Tech II	Sonographer II	RCP-Cert, NICU
	Cath Lab Tech III		Rad Tech III	Sonographer III	RCP-Reg.
				Sonographer IV	RCP Reg, NICU

- The classifications in the following groups are considered separate classifications for purposes of seniority:

Group I	Group II
Diet Clerk I	Unit Assistant I
Diet Clerk II	Unit Assistant II

- K. The following groups of classifications are considered one (1) classification for purposes of the application of seniority provided the employee in a specific classification is qualified to perform the duties of the other classification(s) in his/her group. Movement to the higher paid classification within these groups is automatic based on the employee attaining the requirements of that higher paid classification:

Group I	Group II	Group III
Medical Records Specialist II	Tech Assistant I	Transcriptionist II
Medical Records Specialist III	Tech Assistant II	Transcriptionist III

L. REDUCTION IN FORCE OF THREE (3) WEEKS OR MORE AND RECALL

1. Reduction in Force

If it becomes necessary to conduct a reduction in force as an indefinite layoff of three (3) weeks or more, the Employer will meet and confer with the Union regarding the reduction in force, the existence of any practical alternatives to avoid an indefinite reduction in force, and the effects of any such reduction in force. Seniority for a reduction in force shall be Hospital-wide within a job classification. Reducing the number of employees by classification will begin with any registry/agency employees, and then the Employer will reduce the number of employees by classification by seniority in the following order:

- (a) Part Time employees
- (b) Full Time employees

Full-time or part-time employees who are subject to a reduction in force will be offered any Per Diem work in their classification by seniority.

2. Recall

Employees will be recalled by classification based on their seniority at the time of the reduction in force. Laid off employees will remain on the recall list for one (1) year.

3. Mutually Agreed, Alternate Procedures

Nothing contained in this Article shall prevent the parties from mutually agreeing to alternate arrangements or procedures in conducting a specific reduction in force.

ARTICLE 12 – FULL-TIME & PART-TIME EMPLOYEES

A. FULL-TIME EMPLOYEES

A “full-time” employee, for purposes of this Agreement, is defined as an employee who is hired or transferred into a position with a 1.0 FTE.

B. PART-TIME EMPLOYEES

A “part-time” employee, for purposes of this Agreement, is defined as an employee who is hired or transferred into a position with an FTE of less than a 1.0 but no less than a 0.5 FTE.

C. REFERENCES TO FTE (FULL TIME EQUIVALENT)

References to FTE in this Article are subject to the other provisions of this Agreement.

D. FULL-TIME & PART-TIME EMPLOYEE AVAILABILITY

All employees must be available and willing to work as scheduled at least forty (40) hours per pay period. Staffing requirements will be determined by the Hospital and employees will not be used when they are not required based on the established seniority of the employees in the unit involved. Failure to accept an assignment by the employee which results in less than forty (40) hours in a pay period will automatically result in loss of benefits.

E. BENEFITED EMPLOYEES AND ACCRUAL OF PTO AND SICK LEAVE

The term “Benefited Employees,” for purposes of this Agreement, is defined to include only full-time and part-time employees and does not include per diem employees. For benefited employees, Paid Time Off and Sick Leave shall be accrued based upon hours paid and call-off (drop time). An employee who takes a leave of absence in accordance with Article 20 shall cease to accrue Sick Leave and PTO upon exhaustion of the sick leave.

ARTICLE 13 – PER DIEM EMPLOYEES

A. DEFINITION OF PER DIEM EMPLOYEE

A “per diem” employee, for purposes of this Agreement, is defined as an employee who works on an intermittent basis to replace full time or part time employees who may be absent for any reason and/or who are utilized to address fluctuations in workload. All per diem employees remain in per diem status regardless of the number of hours worked, so long as they meet the minimum requirements.

B. STEP ADVANCEMENT AND SHIFT DIFFERENTIALS FOR PER DIEM EMPLOYEES

There shall be five (5) pay steps for per diem employees. Per diem employees shall advance after completing a minimum of eight hundred and thirty-two (832) actual hours worked. Advancement is limited to one (1) advancement per year. Shift differential as set forth in Article 10 shall be added as applicable. Per diem employees do not receive fringe benefits.

C. REQUIRED AVAILABILITY FOR PER DIEM EMPLOYEES

Per diem employees are required to provide availability, take call, or standby (where applicable) for at least four (4) shifts in a twenty-eight (28) day schedule. For the purpose of satisfying the four (4) shift requirement, two (2) of the four (4) required shifts must be night or weekend shifts. Per diem employees are required to work, or take call (where applicable), on one (1) of the following:

Thanksgiving, Christmas Day, or New Year's Day. In any event, a per diem employee who is not available, does not take call or standby (where applicable) over a three (3) month period for any shift on which the Hospital has a need for a per diem employee may be dropped from the payroll roster and relinquish all seniority rights.

D. UNAVAILABLE TIME

1. A per diem employee may take up to six weeks of "unavailable time," provided that the time is taken in increments of no fewer than three (3) weeks.
2. Requests for unavailable time must be made in writing in accordance with the Vacation Scheduling provisions of Article 19 (PTO) of this Agreement.

E. TRANSFER TO A BENEFITED POSITION

Per diem employees who transfer into a benefited position will receive compensation and benefits subject to appropriate insurance and other waiting periods.

F. STATUS CHANGE BASED ON HOURS WORKED

A per diem employee will have the option of having his/her status changed based on hours he/she has worked within thirteen (13) consecutive pay periods provided the following criteria are met:

1. The employee has not been filling a position vacated because of another employee's approved PTO, sick leave, or leave of absence.
2. The employee has no break in work during the defined thirteen (13) consecutive pay periods (i.e.: 80 hours per pay period = 1.0 FTE; 64 hours per pay period = 0.8 FTE, 56 hours per pay period = 0.7 FTE, 48 hours per pay period = 0.6 FTE and 40 hours per pay period = 0.5 FTE.)
3. The thirteen (13) consecutive pay periods must coincide with the established twenty-eight (28) day schedule.
4. The employee must make the request no more than once within a twelve (12) month period.

ARTICLE 14 – MEALS

A. MEALS IN NUTRITIONAL SERVICES

Employees working in the Nutrition Services shall be entitled to regular meals customarily occurring within their shift without cost to them. All such meals shall be the same as are served in the employee's dining room in the Hospital and in no event shall more than one (1) portion of any item served be taken.

B. BADGING OUT WHEN LEAVING HOSPITAL PROPERTY

Employees who leave Hospital property are required to badge in and out for their thirty (30) minute meal breaks. Should the Hospital relocate additional Departments to offsite locations, the parties will meet and confer to establish meal break policies.

ARTICLE 15 – UNIFORMS

A. PROVISION AND LAUNDERING OF UNIFORMS

The Hospital will provide and launder uniforms for the classifications that are required to wear uniforms.

B. CLOCKING IN AND OUT IN UNIFORM

The Hospital will require all employees who wear uniforms to clock in and out in uniform.

ARTICLE 16 – JURY DUTY

A. JURY DUTY BENEFIT

Regular full-time and part-time employees shall be granted time off work without loss of pay and benefits. Jury duty leave is for scheduled days of work only, and employees do not receive a shift differential for pay during jury duty service.

B. RESCHEDULING FOR JURY DUTY; TIME FOR WHICH JURY DUTY BENEFIT IS PAID

Employees who are normally scheduled to work between 3:00 p.m. and 7:00 a.m. and on Saturday and/or Sunday shall be rescheduled for Monday through Friday 8:00 a.m. to 4:30 p.m. for the days they are scheduled for jury duty. An employee entitled to jury duty shall be paid in eight (8) hour daily increments up to a maximum of five (5) days per week or, for those who work twelve (12) hours shifts, twelve (12) hour daily increments up to a maximum of three (3) days per week. In no event should an employee be scheduled for more than five (5) days in a work week concurrent with jury duty service.

C. PROOF OF JURY DUTY SERVICE

Eligible employees must submit, to their department head, a copy of the jury summons within three (3) working days of receiving the same and a copy of the proof of jury duty service prior to close of payroll for each pay period.

D. EXCUSED EARLY/RETURN TO WORK

If the employee is excused as a juror and has a minimum of four (4) hours remaining in the workday, the employee must be available to return to work.

ARTICLE 17 – BEREAVEMENT

A. FAMILY MEMBERS TO WHOM THE BENEFIT APPLIES; WHEN BENEFIT APPLIES

In case of the death of a current family member, namely, the mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepmother, stepfather, son-in-law, daughter-in-law, stepchild or domestic partner of a regular employee, time off from work to attend funerals or handle affairs immediately associated with the death shall be allowed.

B. BENEFIT

Up to three (3) paid working days, including, if applicable, shift differential, will be allowed for bereavement leave for regular full-time and part-time employees, when so requested for that purpose. Upon request, an additional two (2) working days, charged against the PTO bank will be allowed, excluding shift differential. When necessary, an additional time chargeable against PTO may be granted on a case-by-case basis. If the employee has a schedule that is consistently ten (10) hours or twelve (12) hours per day, the Employer will recognize each shift as one (1) working day.

C. DEATHS OF AUNT, UNCLE, NIECE, OR NEPHEW

In the case of the death of an aunt, uncle, niece, or nephew, the employee may use up to three (3) days of available PTO to attend funerals or handle affairs immediately associated with the death.

D. FUNERAL OR MEMORIAL SERVICE HELD AT A LATER DATE

If circumstances exist so that the funeral or memorial service occurs at a later date, exception may be granted with written documentation of the funeral or memorial service. This request must be submitted within seven (7) days of the death.

E. EVIDENCE OF DEATH

Evidence of death may be requested by Administration. Requests should be submitted to the President/Chief Executive Officer or designee by the Department Head for approval.

ARTICLE 18 – SICK LEAVE

A. ACCRUAL OF SICK LEAVE

Sick leave benefits shall accrue to all full-time and part-time employees after three (3) months' continuous employment. Accrual shall be as follows: one (1) day per month up to five (5) years of continuous service, and one-and-one-quarter (1.25) days thereafter. Sick leave shall be earned based upon hours paid and call off (drop time) as set forth in Article 12, Section E. Sick leave is cumulative up to one hundred and thirty (130) working days.

B. SICK LEAVE CREDITED UPON COMPLETION OF INTRODUCTORY PERIOD

Paid sick leave shall not be credited to an employee during his/her introductory period; however, upon completion of the introductory period, such employee shall be credited with all of the sick leave that he/she would have accrued since his/her first the date of employment.

C. REASONABLE PROOF OF PHYSICAL DISABILITY

Sick leave shall be paid for normal working days, including shift differential, and shall not exceed five (5) days in any week. If an employee claims sick leave, the Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed, if the Hospital has reasonable doubt of the validity of the disability.

D. INTEGRATION OF SICK LEAVE WITH DISABILITY/WORKERS' COMPENSATION

Payment of sick leave shall not affect and shall be supplementary to disability payments of workers' compensation. An employee entitled to disability or workers' compensation benefit shall receive, in addition thereto, such portion of their accumulated sick leave as will meet, but not exceed the standard earnings of such employee for their normal work week, up to a maximum of five (5) days.

E. SICK LEAVE ACCRUAL NOTED ON EMPLOYEE'S PAYCHECK

Accumulated sick leave and the changes therein shall be reflected on each paycheck delivered by the Hospital to the employee.

ARTICLE 19 – PAID TIME OFF

A. PAID TIME OFF

1. Purposes for Which Paid Time Off May Be Used

PTO may be used for vacations, holidays, personal time off, or other excused elective absences.

2. Eligibility

All full-time and permanent part-time employees are eligible for the PTO program.

3. PTO Accrual

PTO is accrued every pay period and is based on hours paid and drop time (call off).

The pay period accrual below is based on a full-time status employee who is scheduled to work eighty (80) hours in each pay period:

Years of Service	Hours Accrued Per Pay Period	Approximate Number of Hours Per Year	Approximate Number of Days per Year
0 to 1.999 yrs.	6.49 hrs.	168.74 hrs.	21.09 days
2 to 5.999 yrs.	8.09 hrs.	210.34 hrs.	26.29 days
6 to 13.999 yrs.	9.59 hrs.	249.34 hrs.	31.17 days
14 to 18.999 yrs.	10.48 hrs.	272.48 hrs.	34.06 days
19 to 23.999 yrs.	11.70 hrs.	304.20 hrs.	38.03 days
24 to 28.999 yrs.	12.01 hrs.	312.26 hrs.	39.03 days
29 yrs. +	13.55 hrs.	352.30 hrs.	44.04 days

4. Maximum Accrual

The maximum number of PTO hours that may be accrued is two (2x) times the annual accrual rate and as set forth in the following table. Once accrual maximum is achieved, the accrual will cease until the balance drops below the maximum.

Years of Service	Maximum Accrual
0 to 1.999 yrs.	337.48
2 to 5.999 yrs.	420.68
6 to 13.999 yrs.	498.68
14 to 18.999 yrs.	544.96
19 to 23.999 yrs.	608.40
24 to 28.999 yrs.	624.52
29 yrs. +	704.60

5. Sick Leave Accrual

Sick accruals will continue to be separate from PTO hours. Established policies in use for sick accruals will apply. If an employee requests time off and sick leave accrual is exhausted, the employee must use available PTO hours.

6. PTO Accrual/Pay Out

Payment of PTO after six (6) months of employment will be limited to the employee's earned PTO balance. Payments of PTO may result in negative balances during the first six (6) months of employment. This practice will be allowed only for nationally observed legal holidays as described in Section B of this Article. Part-time employees will be paid the greater of their PTO balance (up to eight hours) or four (4) hours for nationally observed legal holidays as described in Section B of this Article that occur during the first six (6) months of employment.

7. Terminated Employees

Terminated employees will be paid for the balance of PTO hours earned but not used at the time of termination. If an employee terminates during the first three months of employment and has a negative PTO balance, the negative balance is subject to review.

8. PTO Cash Out

PTO cash outs are based on the employee's base hourly rate (i.e., They do not include shift differentials). When permissible, PTO cash outs can only be done in increments of at least sixteen (16) hours. No handwritten checks will be done for PTO Cash Outs. PTO may not be cashed out if the request is made in the same pay period that a disciplinary action (suspension) has occurred.

PTO cash outs will be allowed only to the extent allowed by IRS and State regulations as follows:

- (a) Hardship Cash Out. An unforeseeable emergency is a severe financial hardship resulting from an illness or accident of the employee, the employee's spouse or dependents, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee. It is "unforeseeable" if it could not be planned for or anticipated. The employee must be left with a balance of at least forty (40) hours in PTO. The employee must provide documentation that:
- i. A financial emergency exists that was unforeseeable;
 - ii. The amount requested is necessary to pay expenses associated with the emergency; and
 - iii. The financial emergency cannot be relieved by other means.

- (b) Elective Cash Out. Employees with a minimum of eighty (80) hours in their PTO bank as of December 31 of a calendar year shall have the option to choose an elective cash-out of PTO. The election must be made prior to the beginning of the calendar year in which the cash out will be received. The employee may elect one (1) or two (2) cash out payments in the subsequent calendar year, so long as the total amount of PTO to be cashed out does not exceed the PTO hours to be earned in that subsequent year. Administration of PTO cash outs shall be subject to Hospital policy.

B. HOLIDAYS

1. Schedule of Holidays

The PTO accrual rates in Section A of this Article include the following nationally recognized holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

2. Work on a Holiday

Employees, including per diem employees, who work in the Hospital on nationally recognized holidays listed above will be paid at a rate of time and one-half (1½) for that day.

3. Definition of a Holiday Shift for Pay Purposes

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

C. VACATIONS

1. Part-Time Employees

Part-time employees may utilize Paid Time Off for the shift and hours they are scheduled.

2. Vacation Scheduling

- (a) Between January 1 and January 31 of each year, each department shall post available vacation times for the current year (April 1 through March 31). Available vacation times shall be posted until close of business day January 31st. A current seniority list shall be posted each year during the first week of January. Vacations shall be granted, whenever possible, in Hospital's judgment, according to the employee's preference.

Employees shall be given preference on their first and second choice on the basis of seniority (as defined in Article 11) in the choice of vacation periods, whenever possible in Hospital's judgment. After all eligible employees in the unit/department have made the first two choices, the remaining vacation time available shall be allotted on a first-come, first-serve basis, except that if conflicting vacation requests are presented on the same day, seniority shall apply.

Vacations shall be posted in each unit/department by March 1st of each calendar year. The choice of vacation period shall be according to seniority, hereinafter defined, provided it does not conflict with the Hospital's obligation to maintain an effective working force.

In the event an employee transfers or is promoted after his/her vacation request is approved, unit/department needs may prevail; however, reasonable attempts will be made to honor the vacation request.

- (b) Requests for remaining PTO shall be entered into the scheduling software or submitted on the PTO request form as deemed appropriate by department management and may be submitted on or after January 31st. Employees must submit their request no fewer than two (2) weeks prior to the posting of a schedule in which PTO is being requested. Approval or denial shall be in writing and given within a reasonable time period but no later than four (4) weeks after the request or one (1) week prior to posting of the schedule for which PTO is requested, whichever occurs first.
- (c) PTO Bonus. Benefited employees who do not miss work because of illness or other unscheduled time off in a quarter shall earn a PTO bonus up to one (1) eight (8) hour PTO day as provided in Section A.3 of this Article per such quarter up to a maximum of four (4) days per year. The PTO bonus will not be paid for a quarter during which the employee took a leave of absence. The days shall be used or paid in accordance with procedures on vacations. Employees who fail to complete the first six (6) months of continuous service shall not be eligible for this program.

ARTICLE 20 – LEAVE OF ABSENCE

A. REQUEST FOR LEAVE OF ABSENCE

1. Application for a leave of absence without pay shall be made in writing by an employee requesting leave to the President/Chief Executive Officer or his/her designee. Authorized leave of absence shall be in writing. Authorized leave of absence for any purpose shall not affect previously accumulated sick leave, PTO, or other benefits.

2. Leave of absence up to thirty (30) days without pay, but without loss of accrued benefits, may be granted for serious family illness, death in the family, or other valid personal reasons.
3. Except to the extent required by statute or otherwise provided in A(2) above and outlined below, total leave of absence following exhaustion of sick leave shall not exceed six (6) months in any rolling twelve (12) month period. No leave of absence shall exceed 12 months. While sick leave and PTO may be used to integrate with Disability or Workers' Compensation, the integration of PTO does not extend the leave time beyond the twelve (12) month period.
4. Employees on approved leave of absence who comply with this Article shall be returned to the same position, classification, and shift, if available, upon return from leave. However, if the position and shift is not available at the time the employee seeks to return from approved leave of absence, the employee shall be offered a comparable position. However, when the employee has exceeded the cap on allowable leave, he/she shall be offered the opportunity to be moved to per diem status for a period of up to six months, which would commence on the day after the employee's allowable leave has expired. The employee is free to accept or reject this offer.

B. MATERNITY LEAVE

Maternity leave shall be granted to employees with six (6) months or more of continuous service provided it is recommended by the employee's physician.

C. PHYSICAL DISABILITY LEAVE

Regular part-time and regular full-time employees with six (6) months or more of continuous service shall be granted leave of absence, as defined in Section A, above, in cases of physical disability occurring off the job, upon proper proof that the employee needs the requested period of time because of his/her disability. The Hospital may require reasonable proof of physical disability and reasonable proof that the employee will be able to return to duty within the time for which the leave is requested. Employees who receive a leave of absence because of physical disability or maternity shall not lose their seniority date, or their insurance benefits, but shall not accrue other benefits under Article 12 Section E following exhaustion of sick leave.

D. INDUSTRIAL INJURY LEAVE

1. Industrial injury leaves shall be granted to employees consistent with the terms of this Article.
2. It is the policy of the Hospital to return employees who are temporarily incapacitated as the result of an occupational injury to modified work as soon as medically feasible. A modified work program will be available to those employees who are medically capable and meet the qualifications to perform other job duties. The modified work

policy is not intended for application to employees requiring a permanent job reassignment as a result of job injury. Employees may be assigned to the modified work program for a period not to exceed ninety (90) days.

E. EDUCATIONAL LEAVE

Leaves of absence for periods more than or fewer than six (6) months may be granted upon approval for employees desiring to further their work-related education; provided, however, that persons who are granted such leave shall only have their seniority protected, and shall not accrue any benefits and provided they return to the service of the Hospital upon completion of their authorized educational leave. The Hospital shall not unreasonably deny such requests.

ARTICLE 21 – HEALTH PROGRAM

A. HEALTH, DENTAL, VISION AND RETIREE HEALTH COVERAGE

The Hospital shall provide health, dental, and vision insurance coverage for eligible full time and part-time employees, under plans adopted and approved by Hospital District from time to time. Employees will be provided with health insurance coverage upon the first of the month following the completion of 90 days of employment with the Hospital, or earlier if required by law.

B. POINT OF SERVICE PLAN

Effective January 1, 2017 the following shall be the Health Plan (Point of Service) offered to employees:

Effective 1/1/2017	Point of Service Plan		
	Tier 1	Tier 2	Tier 3
Lifetime Benefit Maximum	Unlimited	Unlimited	Unlimited
Annual Deductible	No deductible	\$250/person	\$1,000/person
Out of Pocket Max	\$750 per person to \$2,250 Family Max	\$1,500 per person to \$4,500 Family Max	\$6000 per person to \$18,000 Family Max
Preventive Benefits	No charge	\$25 copay	Not covered
Physician - Outpatient PCP	\$20 copay	\$25 copay	30% aft ded
Physician - Outpatient Specialist	\$40 copay	\$50 copay	30% aft ded
Physician - Inpatient	10%	20% aft ded	30% aft ded
Hospital - Facility	At SVMH: No charge (all other network facilities charged at Tier 2 level)	20% aft ded	30% aft ded
Hospital - Professional	10%	20% aft ded	30% aft ded

Effective 1/1/2017	Point of Service Plan		
	Tier 1	Tier 2	Tier 3
Mental Health / Substance Abuse	-	-	-
Outpatient (33 visits/CY)	10%	20% aft ded	30% aft ded
Inpatient (30 days/CY)	10%	20% aft ded	30% aft ded
Residential (60 days/CY)	10%	20% aft ded	30% aft ded
Emergency Room	\$75 copay; <i>copay waived if admitted</i>		
Urgent Care	At SVMH UCC only: \$20 copay (all other network UCCs charged at Tier 2 level)	20 % aft ded	30% aft ded
Ambulance	20%	20% aft ded	20% aft ded
Prescription Drugs	Generic-20% / Brand-20% / NonFormulary-20%		

1. Deductibles and Out-of-Pocket Maximums will cross-accumulate: In-Network expenses (Tiers 1 and 2) will accumulate to Out-of-Network (Tier 3) and Out-of-Network expenses will accumulate to In-Network. Services not available at SVMH are payable at the Tier 1 level.
2. A dependent who receives medical services at a time the dependent is enrolled in a higher education institution located more than one hundred (100) miles from SVMH shall receive benefits at the Tier 1 level subject to the eligibility terms of the Plan Document.

Medical Plan Per Pay Period (26) Employee Contributions			
Year	Employee Only	Employee +1	Employee + 2/more
Effective 1/1/2017	\$0.00	\$22.00	\$44.00

C. GROUP DENTAL INSURANCE

1. Dental
\$2,000 maximum per person per year
2. Orthodontics – Usual, Customary and Reasonable Fee Concept
 - (a) Orthodontics for Adults and Dependent Children
 - (b) Co-payment – Orthodontics: 50%
 - (c) \$2,000 lifetime maximum per patient

Dental Plan Per Pay Period (26) Employee Contributions			
Year	Employee Only	Employee +1	Employee + 2/more
Effective 1/1/2017	\$0.00	\$0.00	\$5.00

D. VISION COVERAGE

The Hospital will provide a vision plan for full-time and part-time employees, as well as their dependents, at the Hospital's cost.

E. RETIREE HEALTH PLAN

The Hospital will provide a Health Plan for Retirees from the Hospital as provided under the conditions specified below:

1. Employees must be between the ages of 60 & 65.
2. This benefit applies to the employee only.
3. Employees must have worked in a benefited position for a minimum of twenty (20) years at SVMHS immediately prior to retirement.
4. Employees must retire under the SVMHS pension plan, but do not have to be collecting the retirement pension at the time of enrollment.
5. Employees who retire with twenty (20) to twenty-four (24) years of service will receive a career maximum of \$13,000.
6. Employees who retire with twenty-five (25) or more years of service will receive a career maximum account of \$16,000.
7. Upon retirement, employees may use as much of their account, as needed, each year to purchase health insurance.
8. Employees have the option to purchase COBRA and/or private health insurance using SVMHS health savings account funds.
9. Employees will not be eligible for SVMHS Health Insurance Plan upon expiration of COBRA benefits.
10. Employees must pay the insurance premium then submit receipts for reimbursement.
11. Employee's unused account balance expires at age sixty-five (65) or Medicare eligibility, whichever comes first.

ARTICLE 22 – LONG TERM DISABILITY INSURANCE

The Hospital will provide up to \$30.00 per employee per month for a long term disability plan. Any premium amounts charged in excess of this maximum shall be paid by employee for whom the premiums are charged by payroll deductions made automatically by the Hospital.

ARTICLE 23 – PENSION PLAN

A. VESTING

Eligible employees shall have 100% vesting rights at the end of five (5) years of continuous service as defined in the Operation Manual of the Pension Plan but shall not be eligible for a retirement benefit at age 65 unless they have ten (10) or more years of service.

B. BENEFIT EFFECTIVE JANUARY 1, 2000

Effective January 1, 2000, the Hospital shall provide for an annuity retirement plan for the employees retiring after that date for future benefits service of two and twenty-five hundredths percent (2.25%) of the first \$400 of base monthly salary on January 1 for each year of credited future service with the hospital, and future benefits service of two and twenty-five hundredths (2.25%) percent of the balance of base monthly salary on January 1 for each year of future credited service with the Hospital. Future service shall be defined in the Operation Manual of the Pension Plan.

C. BENEFIT EFFECTIVE JANUARY 1, 2004

Effective January 1, 2004, the Hospital shall provide for an annuity retirement plan for the employees retiring after that date for future benefits service of two and forty-five hundredths percent (2.45%) of the first \$400 of base monthly salary on January 1 for each year of credited future service with the hospital, and future benefits service of two and forty-five hundredths (2.45%) percent of the balance of base monthly salary on January 1 for each year of future credited service with the Hospital. Future service shall be defined in the Operation Manual of the Pension Plan.

D. PUBLIC EMPLOYEE PENSION REFORM EFFECTIVE JANUARY 1, 2013

The Hospital and Union agree that the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA) became effective for this bargaining unit as of January 1, 2013.

It is the understanding of the parties that the provisions of PEPRA that apply specifically to "new members" do not apply to employees hired before January 1, 2013, but these provisions do apply to employees hired on January 1, 2013 or thereafter. Applicable provisions include, but may not be limited to:

1. New members must contribute 50% of the normal cost of the plan.

2. Effective 1/1/16, the three (3) year waiting period will be waived for new members.
3. Pensionable compensation is limited to base pay only and 100% of social security wage base.
4. Normal Retirement benefit is 2.3% of pensionable compensation at age sixty-five (65).
5. Early Retirement benefit may be effectuated at age fifty-two (52) and compensation of sixteen (16) years of services as defined in the Plan.

ARTICLE 24 – GROUP LIFE INSURANCE

The full-time and part-time employees covered under this Agreement shall be covered under the Group Life Insurance Plan presently in effect.

ARTICLE 25 – NO DISCRIMINATION

The Hospital and the Union agree that neither the Union nor the Hospital shall discriminate in respect to employment by reason of Union activity, race, color, creed, national origin, age, sex, religion, disability or sexual orientation, or by reason of the employee being a member of a protected class as defined or by Federal or State law.

ARTICLE 26 – UNION REPRESENTATIVE

A. UNION REPRESENTATIVES' VISITATION

The Union Representative shall be permitted to enter non-patient care areas of the Hospital while it is in operation to see that the provisions of this Agreement are being observed, after first having reported to the appropriate representative of President/Chief Executive Officer or his/her designee, provided this is done at reasonable times and provided that there is no interference with Hospital routine, no engagement of employees during their working time, and no disruption of Hospital activities and operations.

B. NOTIFICATION OF NEW STEWARDS

The Union may select stewards. All stewards shall be authorized to function as official Union Representatives for first step grievances and for routine Union business. Prior to the shop steward assuming office, the Union shall inform the President/Chief Executive Officer or his/her designee in writing of the name of the new shop steward. Shop stewards shall conduct Union business during non-working time and will not interrupt the work of other employees.

C. PAID RELEASE TIME FOR STEWARDS

Paid release time will be provided to a shop steward in the event a steward's presence has been requested in a grievance, disciplinary or investigative interview involving a bargaining unit employee. The employer will always request the steward in the relevant department be present for such a meeting, provided that this does not delay the meeting. Unpaid release time will be provided to a second shop steward, provided the release does not negatively impact patient care or operations, to attend a grievance, disciplinary, or investigative interview for training purposes. The employee is entitled to assistance and advice from the shop steward, and the employee shall have an obligation to respond to appropriate investigative questions. The interview may proceed without the presence of a steward if no steward is available within twenty-four (24) hours of the request.

ARTICLE 27 – BULLETIN BOARDS

The Union shall have the privilege of suitable space on a bulletin board for the posting of notices of official Union business. Twenty-nine locked bulletin boards shall be provided in mutually agreed upon work units within the Hospital and at off campus facilities where represented employees are employed. The Hospital will provide locked bulletin boards with transparent covers.

ARTICLE 28 – GRIEVANCE AND ARBITRATION PROCEDURE

A. DEFINITION OF GRIEVANCE

“Grievance” as used in this Agreement is limited to a complaint or request of an employee, the Union or the Hospital that involves the interpretation or application of, or compliance with, the provisions of this Agreement.

B. INFORMAL PROCEDURES FOR EMPLOYEE GRIEVANCES

1. Grievances which arise under specific provisions of this Agreement shall be presented to the employee's immediate supervisor by the employee or the designated representative of the employee no later than five (5) days after the date of occurrence, except as set forth in Section D below. The immediate supervisor shall have five (5) days to respond. If the grievance is not adjusted within the expiration of said ten (10) days, a grievance may be filed under the formal procedure. An employee may file a formal grievance without using the informal procedure.

2. Formal Procedures for Employee Grievances

(a) Department Head. The employee who files a grievance, individually or through their Union Representative or steward, shall present his/her grievance in writing to their Department Head or Director, with a copy to the President/Chief

Executive Officer or his/her designee, no later than thirty (30) days after the date of the occurrence. Such written grievance shall give all details as to the nature of the grievance, the provision of this Agreement under which the grievance is lodged, the date on which the grievance was taken up with the immediate supervisor, and the disposition of the grievance by the immediate supervisor. The Department Head or Director shall have ten (10) days to issue a written response to the grievant.

(b) President/Chief Executive Officer or Designee

- i. In the event an employee grievance is not resolved by subsection B.1 above, the employee, individually or through his Union Representative or steward, shall present his/her grievance in writing to the Hospital President/Chief Executive Officer or his/her designee no later than ten (10) days after written decision by the Department Head. Such written grievance shall give all details as to the nature of the grievance, the provision of this Agreement under which the grievance is lodged, the date on which the grievance was taken up with the Department Head, and the disposition of the grievance by the Department Head.
- ii. The President/Chief Executive Officer or designee will consult with the employee, or, if represented, the employee's Union Representative or steward, and the Union may then request a hearing of the grievance to take place within the twenty (20) day time period. The grievant shall be given the opportunity to present evidence and witnesses on the grievant's behalf.
- iii. A decision of the President/Chief Executive Officer or his/her designee shall be rendered within twenty (20) days after receipt of the grievance.
- iv. In the event either party fails to observe the aforementioned time limits, the grieving party shall be entitled to move to the next step of the grievance procedure.

C. ARBITRATION

1. In the event a grievance is not satisfactorily adjusted at the administrative level, or in the event there is no decision rendered within twenty (20) calendar days after the matter is first submitted to the President/Chief Executive Officer or his/her designee, whichever occurs first, then the Union or the Employer shall be privileged to request arbitration of the matter. Such request shall be in writing and shall be within ten (10) days after the President/Chief Executive Officer's or designee's decision is rendered or the expiration of the twenty (20) day period. In such event, the parties shall, within ten (10) days after the request for arbitration has been filed, appoint an arbitrator who shall hear the grievance. The State Conciliation Service, or other agreed upon agency, will be asked to provide a list of arbitrators from which the parties will select

an arbitrator in the event the parties fail to agree upon a mutually acceptable arbitrator within the ten (10) day period.

2. The arbitrator shall not have jurisdiction or authority to add to or detract from or alter in any way the provisions of the written Agreement or to render any decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies, or agencies having jurisdiction over the Hospital, or contrary to the Board's established practices, policies or procedures.
3. The arbitrator shall decide the matter within thirty (30) days after their selection, or as extended by mutual consent.
4. The decision of the arbitrator shall be in writing and shall be final and conclusive upon the parties hereto. The expenses of the arbitrator shall be borne equally by the parties.

D. DISCHARGES

In the event the grievance concerns a discharge, the grievance must be presented directly to the President/Chief Executive Officer or his/her designee within seven (7) calendar days following the date of discharge, and provided further that no grievance pertaining to discharge shall be entertained where the employee has not completed the Introductory Period, as defined in Article 2, with the Hospital.

ARTICLE 29 – MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS AND CONTRACT TERMS

The President/Chief Executive Officer or his/her designee to have the right to run the Hospital, to set policy, to direct the work force, to assign work, to hire, fire, suspend, transfer, classify or assign employees for economic, administrative or other reasons, it being understood that the specific provisions of the Agreement, as they apply to the wages, hours and other terms and conditions of employment of persons covered by this Agreement, shall govern the appropriateness of action by the President/Chief Executive Officer or his/her designee.

B. COMPLIANCE WITH THE LAW

It is understood by and between the Union and the Employer that SALINAS VALLEY MEMORIAL HOSPITAL is a district hospital and thereby subject to the laws of the State of California and any other applicable laws, and nothing herein shall be deemed in contravention to the laws of said State of California, federal laws, and any other applicable laws.

C. MANAGEMENT RIGHTS

Nothing contained in this Agreement shall be deemed in any way to restrict, limit, derogate from or affect the rights, power or authority of the Health Care District (or the governing board thereof) under the law to determine, establish, administer and carry out policies, practices and procedures or adopt rules, regulations and orders in relation to the Hospital or the Health Care District or in the discharge of their functions under the law, and it is understood that should proper discharge by the Health Care District (or the governing board thereof) of their responsibility under the law to operate the Hospital according to the best interests of the public health require, in their discretion, the adoption and execution of particular policies, practices and procedures, the same may be adopted and carried out, consistent with the requirements of law and the terms and provisions of this Agreement.

D. AGREEMENT SUBJECT TO LAW

It is understood that this Agreement, in its execution, its interpretation, and its effect, shall generally be subject to the provisions and requirements of the law as it may from time to time exist. Any provisions of this Agreement which may at any time be in conflict with any governing federal, state or local law shall be, and herein is, deemed modified, amended and/or waived to conform with such law.

ARTICLE 30 – NO STRIKE OR LOCKOUT

There shall be no strike, sympathy strike, slowdown or other stoppage of work, and no picketing, hand-billing or public demonstrations against the Hospital, by the Union or employees covered by this Agreement during the life of this Agreement. There shall be no lockout by the Hospital during the life of this Agreement. In the event that a strike or picket line called by another Union occurs at the Hospital, the Union recognizes its obligation to maintain adequate and customary service to the patients.

ARTICLE 31 – JOINT LABOR MANAGEMENT QUALITY CARE COMMITTEE

A. CONTINUATION OF THE JOINT LABOR MANAGEMENT QUALITY CARE COMMITTEE

The parties agree that it is necessary to understand and appreciate the factors necessary to provide quality patient care in a healthy safe environment. To that end, the parties will continue their Joint Labor Management Quality Care committee to maintain open and respectful communication, to identify areas of inadequacies, and determine appropriate resolutions.

B. ISSUES ADDRESSED

This committee will discuss, analyze and investigate staffing issues including but not limited to productivity, standards, short census needs and per diem usage, scheduling, floating, training, overtime and workplace injuries and illnesses.

C. COMPOSITION OF COMMITTEE AND AGENDA

The committee will meet monthly and may cancel a meeting upon agreement of the parties. The committee will consist of four (4) employees selected by the Union, together with up to four (4) representatives selected by the Hospital. Additional individuals can participate upon mutual agreement. Written agendas shall be determined in advance.

D. RECOMMENDATIONS OF THE COMMITTEE

Recommendations of the committee will be reached by consensus, and will be made to the appropriate management personnel. Within a reasonable time frame, the committee will be informed of the steps toward implementation or completion of the recommendation, or obstacles and impediments to following through with the recommendation.

E. ARBITRATION OF ISSUES FROM THE JOINT LABOR MANAGEMENT QUALITY CARE COMMITTEE

In the event the Joint Labor Management Quality Care Committee is unable to reach agreement on a recommendation, upon mutual agreement between the Union's committee representatives and the Hospital's committee representative(s), the issue may be submitted to arbitration as set forth in Article 28 Grievance and Arbitration Procedure. This does not preclude the Union from grieving (up to and including arbitration) any issue discussed in the Joint Labor Management Committee that is a complaint involving the interpretation or application of or compliance with the provisions of this Agreement.

F. PAY FOR ATTENDANCE AT COMMITTEE MEETING

No one will lose any wages or benefits to participate in the committee. Employees will be paid for up to 90 minutes spent attending the Committee meeting at their straight time rate. For overtime purposes, time spent by Union committee members will not be counted as hours worked.

ARTICLE 32 – CONTINUING EDUCATION/CERTIFICATION BONUS

A. EDUCATIONAL PROGRAM BASED ON HOSPITAL'S PROVIDER STATUS

So long as the Hospital retains its "provider status" for continuing education necessary for the re-licensure/re-certification of licensed/certified staff, the Hospital agrees to provide at no cost, in an educational program at the Hospital, those courses necessary for

re-licensure/re-certification, unless because of change in continuing education requirements, it becomes unreasonably difficult for the Hospital to do so.

B. COMPENSATION FOR EDUCATIONAL LEAVE

1. Educational Leave Eligible Classifications

The Hospital will compensate employees (including both full-time and part-time employees but not per diem employees) in the classifications set forth in APPENDIX B at straight-time hourly rates for the minimum number of Continuing Education Units (CEUs) necessary to maintain licensure/certification. (As compensation is based on the minimum number of CEUs necessary to maintain licensure/certification, part-time and full-time employees will receive the same amount of compensation.) It is understood that this amount shall in no event exceed forty (40) hours in one (1) calendar year but will generally be a lesser number of hours (example: if continuing education requirements to maintain a license are thirty-six (36) hours over three (3) years, then the paid education leave shall be a maximum of thirty-six (36) hours over three (3) years). The eligible classifications are the following only: all classifications which require CEUs for maintenance of a license; and all classifications in imaging services which require CEUs for maintenance of a certification. (See APPENDIX F for a list of the eligible classifications.)

In addition to B.1 above, Occupational Therapists, Physical Therapists, and Speech Pathologists are eligible for education reimbursement of up to one thousand dollars (\$1,000.00) over a two (2) year period for attendance at pre-approved conferences, seminars or other position specific education.

2. Bonus-Eligible Classifications

For all other classifications which require the maintenance of license or certification, a bonus of three hundred dollars (\$300) annually will be provided upon application to full-time and part-time employees, excluding per diems. This bonus is payable to Obstetrical Technicians who maintain a Nursing Assistant Certification. The Food Handler Certification and Chemo Certification are exempt from the bonus opportunity. (See APPENDIX F for a list of the eligible classifications.)

3. Requirements for Payment of Educational Leave

In order to receive payment for education leave, the employee must first provide minimum advanced notice of thirty (30) days prior to a qualifying CEU course, and then must provide proof of obtaining CEU credit. In order to qualify for a certification bonus, the employee must provide proof of completion of the required class on non-working time.

ARTICLE 33 – SAFETY

A. HEALTH AND SAFETY RESPONSIBILITIES

The Hospital will continue to comply with all applicable federal, state, and local health and safety laws and regulations including workplace sanitation, ventilation, cleanliness, light, noise control, heating, and cooling. It is the responsibility of the Hospital to provide safe and healthy working conditions. It is the duty of each employee to comply with all health and safety regulations of the Hospital.

B. THE SAFETY COMMITTEE

The Hospital and Union will each designate two (2) representatives to serve on this Committee. The Committee shall meet three times a year or as mutually agreed upon by the parties. An agenda will be agreed upon by management and the Union prior to any meeting. Upon request of the committee, the Hospital will make available the following information to Committee members: OSHA 200 logs, sharps injury logs, safety material required by law to be posted, and other information that is necessary and relevant to discussing unit safety issues. Employee members of the committee will be paid for up to 90 minutes spent attending the committee meetings at their straight time rate. For overtime purposes, time spent by Union committee members will not be counted as hours worked.

C. REPORTING SAFETY CONCERNS

Any bargaining unit member may raise safety concerns with this committee without penalty or reprisal provided that nothing in this Article shall limit an employee's obligation to identify, report and/or correct any unsafe situation as required by any Hospital policy or law.

ARTICLE 34 – SUCCESSORSHIP

In the event of sale, merger or other transaction involving transfer of control of the Hospital, the Hospital shall, within a reasonable period of time, but not fewer than sixty (60) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address, and designated representative. Prior to the sale, merger, or transfer, the Hospital shall inform the prospective acquiring entity of the existence of this Agreement and of its terms and conditions, shall provide a copy of this Agreement to the acquiring entity, shall require as a condition of the sale or transfer, that the new employer or entity retain all or substantially all of the bargaining unit employees and that the new employer shall not require that the current employees of the Hospital reapply for their positions, and shall recognize the Union as the collective bargaining representative.

ARTICLE 35 – TERM OF AGREEMENT

This Agreement shall be effective August 1, 2020 and shall remain in full force and effect through July 31, 2021, and from year to year thereafter; provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the contract anniversary of its desire to cancel or amend any part of the Agreement.

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM

NATIONAL UNION OF HEALTHCARE
WORKERS


Michelle Childs Date 6/26/20
Chief Human Resources Officer


Sal Rosselli Date 8/26/2020
President


Clement Miller Date 6/29/2020
Chief Clinical Officer


Dan Martin Date 8/12/20
Assistant to the President


Robert Andersen Date 6/29/20
Human Resources Manager

NUHW Bargaining Committee

Crystal Basaldua
Laboratory Technician Assistant

Monica Baudour
Medical Records Specialist

Mayford Chandler Jr
Transport/Prep Aide

Kelly Davi
Mammography Technologist

Kimberley Dorsey
Pathology Clerk

Catherine Espina
Transcriptionist III

Esther Fierros-Nunez
Cashier

Ernesto Gonzales
Nutrition Services Aide

Lynda Hascall
Medical Records Specialist II

Johnnie Hix
Laboratory Technician Assistant I

Jennifer Ho-Kelley
Clinical Pharmacist

Theresa Hyland
Clinical Pharmacist

Antonio "Tony" Lira
Instrument & Supply Tech

Jennifer Lukasik
Cath Lab Tech III

Christina Nuno
Insurance Clerk

Israel Olivarez
Environmental Services Tech

Nina Perez
Obstetrical Technician

Tory Ross
Radiology Tech II

Sandra Ruelas
Interpreter

Francisca Sanchez
Registration Float Clerk II

Mary Serrano
Nurse Aide

Patricia Solis
Registration Float Clerk II

Patricia Torres
Head Nutrition Services Aide

Rosemary Tsuda
Environmental Services Tech

Jill Ugale
Clinical Assistant

Angelic Valladares
Mail Courier/Clerk Typist

Lorena Vela
Laboratory Technician Assistant I

Rebecca Wagener
Radiology Tech I

Marievel Zamora
Laboratory Technician Assistant I

Yolanda Zazueta
Nurse Aide

APPENDIX A – HOURLY RATES EFFECTIVE 8/10/2020

Please note the asterisks referenced in Steps 6, 7 and 8:

*Because the steps for each wage level do not necessarily match with the number of years worked for the Hospital, please refer to Sections F, G, and H of Article 7 of this agreement, and to past practice for information relating to step increases.

CARDIOLOGY								
Job Class	1	2	3	4	5	6*	7*	8*
CADI Services Coordinator	27.40	28.77	30.21	31.71	33.30	34.97	36.72	38.55
Cardiac Sonographer I	54.81	57.55	60.42	63.45	66.62	69.95	73.45	77.12
Cardiac Sonographer I - PD	60.29	63.30	66.47	69.79	73.28	76.94	80.79	84.83
Cardiac Sonographer II	56.13	58.94	61.88	64.98	68.23	71.64	75.22	78.98
Cardiac Sonographer II - PD	61.74	64.83	68.07	71.47	75.05			
Cardiopulmonary Tech Assistant	26.61	27.94	29.33	30.81	32.35	33.96	35.66	37.44
Cardiopulmonary Tech Assistant - PD	29.27	30.74	32.27	33.89	35.58			
Cardiovascular Sonographer II	56.13	58.94	61.88	64.98	68.23	71.64	75.22	78.98
Cardiovascular Sonographer II - PD	61.74	64.83	68.07	71.47	75.05			
Cardiovascular Tech	43.44	45.61	47.88	50.28	52.79	55.43	58.20	61.11
Cardiovascular Tech - PD	47.88	50.28	52.79	55.43	58.20	61.11	64.16	67.37
Cath Lab Tech I	50.70	53.24	55.89	58.68	61.62	64.77	67.95	71.32
Cath Lab Tech I - PD	58.30	61.23	64.27	67.48	70.86	74.48	78.14	82.01
Cath Lab Tech II	52.22	54.83	57.57	60.45	63.47	66.65	69.98	73.48
Cath Lab Tech II - PD	59.31	62.28	65.39	68.66	72.09			
Cath Lab Tech III	54.83	57.57	60.45	63.47	66.65	69.98	73.48	77.15
Cath Lab Tech III - PD	60.31	63.33	66.50	69.82	73.31			
Clinical Coordinator - Cath Lab	56.40	59.22	62.18	65.29	68.55	72.21	75.58	79.36
Lead Cardiac Sonographer	58.94	61.88	64.98	68.23	71.64	75.22	78.98	82.93
Non-Invasive Cardiovascular Technician	27.91	29.31	30.77	32.31	33.93	35.62	37.41	39.27
Non-Invasive Cardiovascular Technician - PD	30.70	32.04	33.85	35.54	37.32			

CLERICAL

Job Class	1	2	3	4	5	6*	7*	8*
Accounting Tech II	33.26	34.93	36.68	38.51	40.43	42.46	44.58	46.81
Accounting Tech II- PD	36.59	38.42	40.34	42.36	44.48			
Cashier	25.18	26.44	27.76	29.15	30.61	32.14	33.74	35.43
Cashier - PD	27.70	29.08	30.54	32.06	33.67			
Clerk Typist II	24.15	25.35	26.62	27.95	29.35	30.81	32.35	33.97
Clerk Typist II - PD	26.56	27.89	29.28	30.74	32.28			
Clerk Wound Care	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74
Clerk Wound Care - PD	21.48	22.56	23.69	24.87	26.11			
Computer Clerk	26.61	27.94	29.33	30.81	32.35	33.96	35.66	37.44
Computer Clerk - PD	29.27	30.74	32.27	33.89	35.58			
Customer Representative	28.42	29.84	31.34	32.90	34.55	36.28	38.09	39.99
Customer Representative - PD	31.26	32.83	34.47	36.19	38.00			
Data Processing Clerk	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74
Data Processing Clerk - PD	27.15	28.52	29.93	31.44	33.01			
Financial Counselor	25.18	26.44	27.76	29.15	30.61	32.14	33.74	35.43
Financial Counselor - PD	27.70	29.08	30.54	32.06	33.67			
Infusion Center Clerk	25.44	26.72	28.05	29.46	30.92	32.47	34.10	35.80
Infusion Center Clerk - PD	27.99	29.39	30.86	32.40	34.02			
Infusion Center Medical Assistant - Certified	26.39	27.71	29.10	30.55	32.08	33.69	35.37	37.14
Infusion Center Medical Assistant - Certified - PD	29.03	30.48	32.01	33.61	35.29			
Insurance Clerk	25.18	26.44	27.76	29.15	30.61	32.14	33.74	35.43
Insurance Clerk - PD	27.70	29.08	30.54	32.06	33.67			
Interpreter	25.92	27.22	28.58	30.01	31.51	33.08	34.73	36.47
Interpreter - PD	28.51	29.94	31.44	33.01	34.65			
Lead Telephone Operator	23.54	24.72	25.96	27.25	28.61	30.05	31.55	33.13
Lead Telephone Operator - PD	25.90	27.19	28.55	29.98	31.48			

CLERICAL								
Job Class	1	2	3	4	5	6*	7*	8*
Registration Float Clerk II	25.92	27.22	28.58	30.01	31.51	33.08	34.73	36.47
Registration Float Clerk II - PD	28.51	29.94	31.44	33.01	34.65			
Review Notification Clerk	25.35	26.62	27.95	29.35	30.82	32.36	33.98	35.68
Review Notification Clerk - PD	27.89	29.28	30.75	32.28	33.90			
Telephone Operator	22.42	23.54	24.72	25.96	27.25	28.62	30.05	31.55
Telephone Operator - PD	24.66	25.90	27.19	28.55	29.98			

DIAGNOSTIC IMAGING								
Job Class	1	2	3	4	5	6*	7*	8*
Breast Ultrasonographer	54.81	57.55	60.42	63.45	66.62	69.95	73.45	77.12
Breast Ultrasonographer - PD	60.29	63.30	66.47	69.79	73.28	76.94	80.79	84.83
Clinical Coordinator - Angio	54.76	57.49	60.37	63.39	66.55	69.88	73.38	77.05
Clinical Coordinator - CT	54.76	57.49	60.37	63.39	66.55	69.88	73.38	77.05
Clinical Coordinator - Mammography	53.00	55.65	58.43	61.36	64.42	67.64	71.03	74.58
Clinical Coordinator - Nuc Med	58.06	60.97	64.01	67.22	70.58	74.10	77.81	81.70
Clinical Coordinator - X-Ray	54.75	57.49	60.37	63.38	66.55	69.88	73.38	77.05
DI Services Coordinator	27.40	28.77	30.21	31.71	33.30	34.97	36.72	38.55
Mammo Services Coordinator	27.40	28.77	30.21	31.71	33.30	34.97	36.72	38.55
Mammography Technologist	49.08	51.52	54.09	56.80	59.64	62.62	65.75	69.04
Mammography Technologist - PD	53.94	56.66	59.50	62.47	65.59	68.87	72.32	75.93
Mammography Technologist/Ultrasonographer	58.56	61.49	64.57	67.80	71.19	74.74	78.48	82.41
Mammography Technologist/Ultrasonographer - PD	64.42	67.64	71.03	74.58	78.30			
MRI Tech	50.53	53.06	55.71	58.50	61.42	64.49	67.72	71.11
MRI Tech - PD	58.11	61.02	64.07	67.27	70.64	74.17	77.88	81.77
MRI/CT Tech	54.58	57.31	60.17	63.18	66.34	69.65	73.14	76.79

DIAGNOSTIC IMAGING

Job Class	1	2	3	4	5	6*	7*	8*
Nuclear Medicine Tech - Certified	53.76	56.45	59.27	62.24	65.35	68.62	72.05	75.65
Nuclear Medicine Tech - PD	60.80	63.83	67.03	70.38	73.90			
Nuclear Medicine/MRI Tech	56.45	59.27	62.24	65.35	68.62	72.05	75.65	79.43
Nuclear Medicine/MRI Tech - PD	62.10	65.20	68.46	71.88	75.48			
Radiology Tech I	45.79	48.08	50.50	53.01	55.66	58.44	61.36	64.43
Radiology Tech I - PD	52.66	55.29	58.06	60.95	64.00	67.20	70.56	74.09
Radiology Tech II	49.07	51.51	54.09	56.79	59.63	62.61	65.74	69.03
Radiology Tech II - PD	56.42	59.24	62.20	65.31	68.57	72.00	75.61	79.38
Radiology Tech III	50.70	53.24	55.89	58.68	61.62	64.70	67.95	71.32
Radiology Tech III - PD	55.32	58.08	60.98	64.03	67.23	70.59	74.12	77.82
Sonographer Coordinator	60.97	64.01	67.22	70.58	74.10	77.81	81.70	85.79
Sonographer I	46.98	49.32	51.79	54.38	57.10	59.96	62.95	66.10
Sonographer I - PD	51.67	54.26	56.97	59.82	62.81			
Sonographer II	52.20	54.81	57.55	60.42	63.45	66.62	69.95	73.45
Sonographer II - PD	60.03	63.03	66.18	69.49	72.96	76.61	80.44	84.46
Sonographer III	53.76	56.45	59.27	62.24	65.35	68.62	72.05	75.65
Sonographer III - PD	60.80	63.83	67.03	70.38	73.90			
Sonographer IV	56.45	59.27	62.24	65.35	68.62	72.05	75.65	79.43
Sonographer IV - PD	62.10	65.20	68.46	71.88	75.48			
Tech Assistant II - Radiology	26.60	27.93	29.32	30.79	32.32	33.94	35.64	37.42
Tech Assistant II - Radiology - PD	29.26	30.72	32.25	33.87	35.56			
Tech Assistant-Radiology	25.33	26.60	27.93	29.32	30.79	32.32	33.94	35.64
Tech Assistant-Radiology - PD	27.86	29.25	30.72	32.25	33.86			

ENVIRONMENTAL SERVICES

Job Class	1	2	3	4	5	6*	7*	8*
Environmental Services Aide	21.66	22.73	23.87	25.06	26.32	27.63	29.01	30.47
Environmental Services Aide - PD	23.82	25.01	26.26	27.57	28.95			
Environmental Services Tech	23.11	24.26	25.48	26.75	28.08	29.49	30.96	32.51
Environmental Services Tech - PD	25.42	26.69	28.02	29.42	30.89			
Video Systems Tech	33.09	34.73	36.48	38.31	40.22	42.19	44.34	46.56
Video Systems Tech - PD	36.40	38.22	40.13	42.13	44.24			

HIM/MEDICAL RECORDS

Job Class	1	2	3	4	5	6*	7*	8*
Coder Abstractor Clerk III - Certified	34.63	36.36	38.18	40.09	42.10	44.20	46.41	48.73
Coder Abstractor Clerk III - Certified - PD	38.10	40.00	42.00	44.10	46.31			
Coder/Abstractor Clerk I	29.92	31.41	32.98	34.64	36.37	38.18	40.09	42.10
Coder/Abstractor Clerk I - PD	32.91	34.55	36.28	38.09	40.00			
Coder/Abstractor Clerk II	31.41	32.98	34.64	36.37	38.18	40.09	42.10	44.20
Correspondence Clerk	26.42	27.74	29.13	30.59	32.12	33.72	35.41	37.18
Correspondence Clerk - PD	29.07	30.52	32.05	33.65	35.33			
Lead Coder/Abstractor - Certified	36.36	38.18	40.09	42.09	44.20	46.41	48.73	51.16
Lead Coder/Abstractor - Certified - PD	40.00	42.00	44.10	46.31	48.62			
Medical Records Specialist II	24.15	25.35	26.62	27.95	29.35	30.81	32.35	33.97
Medical Records Specialist II - PD	26.56	27.89	29.28	30.74	32.28			
Medical Records Specialist III	25.35	26.62	27.95	29.35	30.82	32.36	33.98	35.68
Medical Records Specialist III - PD	27.89	29.28	30.74	32.28	33.90			
Transcriptionist II	27.22	28.58	30.01	31.51	33.08	34.73	36.47	38.30
Transcriptionist II - PD	29.93	31.44	33.01	34.66	36.39			
Transcriptionist III	28.58	30.01	31.51	33.08	34.73	36.47	38.30	40.21
Transcriptionist III - Certified	29.72	31.20	32.77	34.41	36.12	37.93	39.83	41.82

HIM/MEDICAL RECORDS								
Job Class	1	2	3	4	5	6*	7*	8*
Transcriptionist III - Certified - PD	32.69	34.33	36.04	37.85	39.74			
Transcriptionist III - PD	31.44	33.01	34.66	36.39	38.21			

LABORATORY								
Job Class	1	2	3	4	5	6*	7*	8*
Lab Aide	21.27	22.33	23.45	24.62	25.85	27.15	28.50	29.93
Lab Aide - PD	23.40	24.57	25.80	27.08	28.44			
Lab Tech Assistant - Lead	28.12	29.53	31.00	32.55	34.18	35.89	37.69	39.57
Laboratory Technician Assistant I	25.51	26.78	28.12	29.53	31.00	32.55	34.18	35.89
Laboratory Technician Assistant I - PD	29.17	30.63	32.16	33.77	35.46	37.23	39.09	41.04
Laboratory Technician Assistant II	26.78	28.12	29.53	31.00	32.55	34.18	35.89	37.69
Laboratory Technician Assistant II - PD	30.63	32.16	33.77	35.46	37.23	39.09	41.04	43.10
Pathology Clerk	25.92	27.22	28.58	30.01	31.51	33.08	34.73	36.47
Pathology Clerk - PD	28.51	29.94	31.44	33.01	34.65			

MATERIALS MANAGEMENT								
Job Class	1	2	3	4	5	6*	7*	8*
Healthcare Allocation Specialist	23.91	25.11	26.36	27.68	29.06	30.52	32.04	33.64
Healthcare Allocation Specialist - PD	26.31	27.62	29.00	30.45	31.97			
Mail Courier/Clerk Typist	24.15	25.35	26.62	27.95	29.35	30.81	32.35	33.97
Mail Courier/Clerk Typist - PD	26.56	27.89	29.28	30.74	32.28			
Senior Healthcare Allocation Specialist	25.58	26.86	28.21	29.62	31.10	32.65	34.29	36.00
Senior Healthcare Allocation Specialist - PD	28.14	29.55	31.03	32.58	34.20			
Senior Mail Courier/Clerk Typist	25.35	26.62	27.95	29.35	30.81	32.35	33.97	35.67

MATERIALS MANAGEMENT

Job Class	1	2	3	4	5	6*	7*	8*
Srg Sterile Proc Tch I	23.91	25.11	26.36	27.68	29.06	30.52	32.04	33.64
Srg Sterile Proc Tch I - Crt	25.11	26.36	27.68	29.06	30.52	32.04	33.64	35.33
Srg Sterile Proc Tch I - Crt - PD	27.62	29.00	30.45	31.97	33.57			
Srg Sterile Proc Tch I - PD	26.31	27.62	29.00	30.45	31.97			

NURSING

Job Class	1	2	3	4	5	6*	7*	8*
Clinical Assistant	25.30	26.57	27.89	29.29	30.76	32.30	33.91	35.61
Clinical Assistant - PD	27.83	29.22	30.69	32.22	33.83			
LVN Wound Care	30.53	32.05	33.66	35.34	37.11	38.96	40.91	42.96
Nurse Aide	23.91	25.11	26.36	27.68	29.06	30.52	32.04	33.64
Nurse Aide - PD	26.31	27.62	29.00	30.45	31.97			
Obstetrical Technician	29.80	31.28	32.85	34.49	36.22	38.03	39.93	41.92
Obstetrical Technician - PD	32.78	34.42	36.13	37.95	39.84			
Rehab Services Aide	23.68	24.87	26.11	27.42	28.79	30.23	31.75	33.33
Rehab Services Aide - PD	26.05	27.35	28.72	30.16	31.67			
Transport Prep Aide - PD	26.31	27.62	29.00	30.44	31.97			
Transport/Prep Aide	23.91	25.11	26.36	27.68	29.06	30.52	32.04	33.64
Unit Assistant I	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74
Unit Assistant I - PD	27.15	28.52	29.93	31.44	33.01			
Unit Assistant II	25.30	26.57	27.89	29.29	30.76	32.30	33.91	35.61
Unit Assistant II - PD	27.83	29.22	30.69	32.22	33.83			

NUTRITIONAL SERVICES								
Job Class	1	2	3	4	5	6*	7*	8*
Barista	17.26	17.95	18.67					
Barista - PD	18.99	19.75	20.54					
Cook II	28.52	29.95	31.45	33.02	34.67	36.40	38.22	40.13
Cook II - PD	31.38	32.95	34.59	36.32	38.14			
Diet Clerk I	22.42	23.54	24.72	25.96	27.25	28.62	30.05	31.55
Diet Clerk I - PD	24.66	25.90	27.19	28.55	29.98			
Diet Clerk II	24.15	25.35	26.62	27.95	29.35	30.81	32.35	33.97
Diet Clerk II - PD	26.56	27.89	29.28	30.74	32.28			
Head Nutrition Services Aide	22.74	23.88	25.07	26.33	27.65	29.02	30.48	32.00
Head Nutrition Services Aide - PD	25.02	26.27	27.59	28.96	30.41			
Nutrition Services Aide	21.66	22.73	23.87	25.06	26.32	27.63	29.01	30.47
Nutrition Services Aide - PD	23.82	25.01	26.26	27.57	28.95			

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PHARMACY								
Job Class	1	2	3	4	5	6*	7*	8*
Clinical Pharmacist	70.37	73.89	77.59	81.47	85.54	89.82	94.31	99.02
Clinical Pharmacist - Night	79.19	83.15	87.30	91.67	96.25	101.07	106.12	111.43
Clinical Pharmacist - Night - Relief	79.19	83.15	87.30	91.67	96.25	101.07	106.12	111.43
Clinical Pharmacist - Oncology/Infusion Center	70.37	73.89	77.59	81.47	85.54	89.82	94.31	99.02
Clinical Pharmacist - PD	80.93	84.97	89.22	93.69	98.37			
Pharmacy Medication Reconciliation Tech	27.49	28.87	30.31	31.83	33.42	35.09	36.85	38.69
Pharmacy Medication Reconciliation Tech - PD	30.24	31.75	33.34	35.01	36.76			
Pharmacy Tech I	27.49	28.87	30.31	31.83	33.42	35.09	36.85	38.69
Pharmacy Tech I - PD	30.24	31.75	33.34	35.01	36.76			
Pharmacy Tech II	27.89	29.27	30.71	32.23	33.82	35.49	37.25	39.09

PHARMACY								
Job Class	1	2	3	4	5	6*	7*	8*
Pharmacy Tech II - PD	30.68	32.22	33.83	35.52	37.29			

REHAB SERVICES								
Job Class	1	2	3	4	5	6*	7*	8*
Occupational Therapist	44.15	46.36	48.67	51.11	53.66	56.35	59.16	62.12
Occupational Therapist - PD	48.56	50.99	53.54	56.22	59.03			
Physical Therapist	44.15	46.36	48.67	51.11	53.66	56.35	59.16	62.12
Physical Therapist - PD	48.56	50.99	53.54	56.22	59.03			
Speech Pathologist	44.15	46.36	48.67	51.11	53.66	56.35	59.16	62.12
Speech Pathologist - PD	48.56	50.99	53.54	56.22	59.03			

RESPIRATORY CARE								
Job Class	1	2	3	4	5	6*	7*	8*
Respiratory Care Equipment Technician	24.17	25.38	26.65	27.98	29.38	30.85	32.39	34.01
Respiratory Care Practitioner Certified	46.07	48.37	50.79	53.33	56.00	58.80	61.74	64.82
Respiratory Care Practitioner Certified - NICU	47.91	50.31	52.83	55.47	58.24	61.15	64.21	67.42
Respiratory Care Practitioner Certified - PD	52.47	55.10	57.86	60.75	63.78			
Respiratory Care Practitioner Registered	49.25	51.70	54.29	57.01	59.85	62.84	65.99	69.29
Respiratory Care Practitioner Registered - NICU	51.22	53.78	56.47	59.29	62.25	65.37	68.64	72.07
Respiratory Care Practitioner Registered - PD	56.12	58.93	61.87	64.97	68.21			

SURGICAL SERVICES

Job Class	1	2	3	4	5	6*	7*	8*
Endoscopy Tech	25.91	27.20	28.57	29.99	31.49	33.07	34.72	36.46
Endoscopy Tech - PD	28.50	29.93	31.42	33.00	34.64			
Instrument & Supply Tech	26.47	27.79	29.18	30.64	32.17	33.78	35.47	37.24
Instrument & Supply Tech - Crt	27.68	29.06	30.52	32.04	33.64	35.33	37.09	38.95
Instrument & Supply Tech - Crt - PD	30.22	31.74	33.32	34.99	36.74			
Instrument & Supply Tech - PD	28.89	30.33	31.85	33.44	35.12			
OR/Surgical Sterile Tech III	25.91	27.20	28.56	29.99	31.49	33.07	34.72	36.46
OR/Surgical Sterile Tech III - Certified - PD	29.93	31.42	32.99	34.64	36.37			
OR/Surgical Sterile Tech III - PD	28.50	29.93	31.42	33.00	34.64			
OR/Surgical Sterile Tech III- Certified	27.21	28.57	29.99	31.49	33.07	34.72	36.46	38.28
Surgery Clerk	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74
Surgery Clerk - PD	27.15	28.52	29.93	31.44	33.01			
Surgical Sterile Processing Clerk	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74
Surgical Sterile Processing Clerk - PD	27.16	28.52	29.94	31.44	33.01			
Surgical Tech	36.24	38.05	39.96	41.95	44.05	46.25	48.57	51.00
Surgical Tech - PD	39.21	41.17	43.23	45.39	47.66			

APPENDIX B – ARTICLE 32: CONTINUING EDUCATION

JOB CLASSIFICATIONS ELIGIBLE FOR CERTIFICATION BONUS
<i>(Per Diem positions excluded and not eligible)</i>
Clinical Assistant
Coder Abstractor Clerk III - Certified
Coder/Abstractor Clerk I
Instrument and Supply Tech - Certified
Lab Tech Assistant - Lead
Laboratory Technician Assistant
Lead Coder/Abstractor - Certified
Nurse Aide
OR/Surgical Sterile Tech III- Certified
Pharmacy Tech I
Pharmacy Tech II
Surgical Sterile Proc Tech I - Certified
Transport/Prep Aide

JOB CLASSIFICATIONS (FT AND PT) ELIGIBLE FOR EDUCATION HOURS			
<i>(Per Diem Positions excluded and not eligible)</i>			
Job Title	License or Certification Code	CEU Requirement period	Number of Continuing Education Units (CEUs) for renewal
Cardiac Sonographer I	CCI / RDCS	3 Years	36 / 30
Cardiac Sonographer II	CCI / RDCS	3 Years	36 / 30
Lead Cardiac Sonographer	CCI / RDCS	3 Years	36 / 30
Radiology Tech I	ARRT	2 Years	24
Radiology Tech II	ARRT	2 Years	24
Radiology Tech III	ARRT	2 Years	24
Breast Ultrasonographer	RDMS	3 Years	30
Mammography Technologist	ARRT	2 Years	24
Nuclear Medicine Tech - Certified	CNMT	2 Years	24
Nuclear Medicine/MRI Tech	CNMT	2 Years	24
Clinical Pharmacist	RPh	2 Years	30
Clinical Pharmacist - Night	RPh	2 Years	30
Respiratory Care Practitioner Certified	RCP	2 Years	30

JOB CLASSIFICATIONS (FT AND PT) ELIGIBLE FOR EDUCATION HOURS			
<i>(Per Diem Positions excluded and not eligible)</i>			
Job Title	License or Certification Code	CEU Requirement period	Number of Continuing Education Units (CEUs) for renewal
Respiratory Care Practitioner Certified - NICU	RCP	2 Years	30
Respiratory Care Practitioner Registered	RCP	2 Years	30
Respiratory Care Practitioner Registered - NICU	RCP	2 Years	30
Sonographer Coordinator	RDMS	3 Years	30
Sonographer II	RDMS	3 Years	30
Sonographer III	RDMS	3 Years	30
Sonographer IV	RDMS	3 Years	30
Cardiovascular Tech	RCIS	3 Years	36
Cath Lab Tech I	ARRT	2 Years	24
	CRT		
	FLUO		Part of CRT no extra CME's
Cath Lab Tech II	ARRT	2 Years	24
	CRT		
	FLUO		Part of CRT no extra CME's
	RCIS	3 Years	36
Clinical Coordinator - Angio	ARRT	2 Years	24
	CRT		
	FLUO		Part of CRT no extra CME's
Clinical Coordinator - CT	ARRT/CRT	2 Years	24
Clinical Coordinator - Nuc Med	ARRT/CRT	2 Years	24
Clinical Coordinator/Mammography	ARRT/CRT	2 Years	24
LVN Wound Care	LVN	2 Years	30
Physical Therapist	PT	2 Years	30
Occupational Therapist	OTR/L, NBCOT	2 Years / 3 Years	24 / 36
Speech Pathologist	SLP/ASHA	2 Years / 3 Years	24 / 30

MEMORANDUM OF UNDERSTANDING 1 – MISCELLANEOUS

A. LANGUAGE SKILLS

All employees of the Hospital will be expected to continue to use language skills which they possess within their own department in carrying out job duties within their department. It is not the intention that the Interpreter would relieve those positions.

B. SENIORITY FOR SPECIFIC CLASSIFICATIONS

1. All job classifications which specify certified Nurse Aide preferred or comparable experience will have the same seniority as Nurse Aides for bidding and layoff/recall purposes.
2. It is agreed that any II classification can perform all duties of a I in that same classification.

MEMORANDUM OF UNDERSTANDING 2 – HEAD COOK

A Cook II who is designated by the Hospital as Head Cook shall be paid a premium of five percent (5%) per hour.

MEMORANDUM OF UNDERSTANDING 3 – SUBCONTRACTING

The Hospital will not subcontract any bargaining unit work currently performed within the Hospital prior to August 18, 2002, without express agreement by the Union.

MEMORANDUM OF UNDERSTANDING 4 – CROSS TRAINING OF NUHW MEMBERS ON LABOR & DELIVERY FOR THE ROLE OF OB TECH

Based on mutual agreement between National Union of Healthcare Workers and Administration of Salinas Valley Memorial Hospital the following has been agreed to on a non-precedent setting basis for the term of this Labor Agreement.

On a voluntary basis, Nurse Aides that are routinely assigned to Mother/Baby and Labor & Delivery will be offered the opportunity to cross train as an OB Tech.

When appropriate to cover non-productive time, these individuals, once cross trained, will be allowed to work out of class and receive the appropriate salary of an OB Tech unless their current salary exceeds that.

Annual competencies will be conducted to assure that these individuals stay skilled and qualified. In addition, these individuals may be requested to perform the OB Tech role while being supervised by an existing OB Tech or surgical staff member to ensure that competencies are being maintained.

During times of training or maintenance of competencies it is understood that the OB Tech will not be canceled.

At no time, other than for training or maintenance of competencies, will those individuals who are cross trained be utilized to substitute for an OB Tech that is available to perform the functions.

Both parties recognize that the purpose of this cross training is to allow other individuals an opportunity to expand their skills while at the same time allowing the Hospital to be more efficient in their scheduling practices. This would reduce the amount of call time that may be utilized and at the same time ensure that the high standard of patient care is maintained.

MEMORANDUM OF UNDERSTANDING 5 – RESPIRATORY DEPARTMENT

SVMH and NUHW hereby agree this Memorandum of Understanding is the result of consolidation of MOUs, per the January 16, 2012 agreement, related to the Respiratory Department.

It is understood by both parties that this Agreement will supersede any previous Agreements, Letters of Understanding, Memorandums of Understanding, etc., affecting the Respiratory Care Practitioners (RCP) therein the current Labor Agreement.

Effective January 2014:

A. 12-HOUR SHIFTS

1. It is understood by both parties that 12-hour shifts will be used exclusively within the Respiratory Care Department.
2. Shift differential shall be paid from 3:00 p.m. for those shifts that end after 6:00 p.m.
3. PTO and/or sick time must be taken based on routinely scheduled hours, e.g., 12 hours.
4. Management reserves the right to revisit the schedule and adjust as needed based on work volume and departmental needs.
5. It is further understood that management reserves the right to staff according to skill and qualification.

B. STAFFING

1. Management reserves the right to define the minimum core staffing for the RCP staff to include, but not limited to, the NICU.
2. As of October 29, 2008, management has determined that the minimum core staffing requirement for NICU is five (5) which will include an Educator.
3. As of October 29, 2008, management has determined that the minimum core staffing required for the PFT Lab is five (5) trained RCPs.
4. It is understood by both parties that all RCPs are expected to work in all patient care areas as assigned and based on competencies.
5. All RCPs are expected to work in all patient care areas and will rotate to NICU support.

6. It is understood that there will be a non-affiliated position, “NICU/Adult Educator/Supervisor” that will provide supervision, training and direct patient care within the NICU. At no time will this position replace a NICU/RCP, but he/she may be used to avoid overtime or to fulfill requirements if NICU/RCP is not available.

C. NICU

1. Basic competencies in NICU are required for all RCP staff.
2. NICU RCPs who are identified to fulfill the core NICU staff will be required to complete and pass competencies specific to NICU and maintain them as outlined in the policy.
3. Once they have completed the NICU core competencies they may use the title NICU - RCP.
4. It is understood that there will always be one NICU-RCP scheduled to work in the NICU as designated core staff.
5. It is understood that when RCPs work as a support in NICU, they will be entitled to a four percent (4%) differential, if they work four (4) hours or more within their scheduled shift. The four (4) hours do not have to be continuous but must occur within the defined scheduled shift.

MEMORANDUM OF UNDERSTANDING 6 – ARCHIVED JOB TITLES

SVMHS and NUHW hereby enter into this Memorandum of Understanding (MOU). This MOU is effective August 17, 2016 and is in effect for the term of the Collective Bargaining Agreement.

- A. It is agreed that the below is a list of job titles that are within the NUHW bargaining unit and that have been archived (i.e., the Hospital has no present intent to employ any individuals, and does not presently employ any individuals, in those positions).

Admitting Registration Clerk	Admitting Registration Clerk – PD
Assistant Cook	Assistant Cook – PD
Biller/Collector/Cashier – Harden	Biller/Collector/Cashier – Harden – PD
Care Team Assistant	Care Team Assistant – PD
Cath Lab Clerk	Cath Lab Clerk – PD
Charge Tech	Charge Tech – PD
Clerk – Harden	Clerk – Harden – PD
Clerk Typist I	Clerk Typist I – PD
Coder/Abstractor Clerk II – PD	Coder/Abstractor Clerk II
Coder/Abstractor Clerk III – Non-certified	Coder/Abstractor Clerk III – Non-certified – PD
Computer Clerk – PD	Computer Operator I
Computer Operator I – PD	Cook I
Cook I – PD	Education Clerk
Education Clerk – PD	ER Registration Clerk
ER Registration Clerk – PD	ER Technician
Fund Development Technician	Health Information Management Clerk – Harden
Housekeeper – Harden	Hskp Equip/Supp/Proj Coord
Hskp Equip/Supp/Proj Coord – PD	Interpreter Float Clerk I
Interpreter Float Clerk I – PD	Interpreter Registration Clerk
Interpreter Registration Clerk – PD	Inventory Control Clerk
Inventory Control Clerk – PD	Laundry Machine Operator
Laundry Machine Operator – PD	Lead Admitting Clerk (5%)
Lead Clerk – Harden	Lead Clerk – Harden – PD
Lead Coder/Abstractor III	Lead Coder/Abstractor III – PD
Lead Computer Operator	Lead Computer Operator – PD
Lead Laundry Helper	Lead Laundry Helper – PD

Lead Medical Records Specialist III – Reg. – PD	Lead Medical Records Specialist III – Registered
Lead Non-Invasive Cardiovascular Technician	Lead Obstetrical Technician
Lead Obstetrical Technician – PD	Lead Pathology Clerk
Lead Tech Assistant	Lead Transcriptionist
Lead Transcriptionist – Certified	Lead Transcriptionist – Certified – PD
Lead Transcriptionist – PD	Lead Transcriptionist III
Lead Transcriptionist III – PD	Liaison Clerk
Liaison Clerk – PD	Linen Clerk
Linen Services Attendant	Linen Services Attendant – PD
LVN – Harden	LVN – Harden – PD
LVN I	LVN I – PD
LVN II	LVN II – PD
LVN III	LVN III – PD
Mammography Technologist/Ultrasonographer	Materials Management Charge Tech
Medical Records Shift Leader	Medical Records Shift Leader – PD
Medical Records Specialist I	Medical Records Specialist I – PD
MRI Tech	Nursery Technician
Nursery Technician – PD	Nursing Statistician/Clerk
Nursing Statistician/Clerk – PD	Patient Care Systems Instructor/Support Technician
Patient Care Systems Instructor/Support Technician	Pharmacy Resource Trainer (5%)
Pharmacy Tech Specialist	Physical Therapy Tech
Physical Therapy Tech – PD	Registration Float Clerk I
Registration Float Clerk I – PD	Seamstress
Seamstress – PD	Sonographer I
Sonographer I – PD	SSOP Clerk
Surgery Attendant	Surgery Attendant – PD
Surgical Sterile Processing Clerk II	Surgical Sterile Processing Clerk II – PD
Transcriptionist I	Transcriptionist I – PD
Transport Dispatcher	

- B. Any archived job titles, including but not limited to those listed above, may be re-activated as needed by the Hospital as bargaining unit positions.