



# **NATIONAL UNION OF HEALTHCARE WORKERS**

1250 45<sup>th</sup> Street, Suite 200  
Emeryville, CA 94608

510-834-2009 \* 866-968-6849  
[www.nuhw.org](http://www.nuhw.org)

## **Collective Bargaining Agreement**

**with**

**Seton Medical Center /  
Seton Medical Center-Coastside**

**November 30, 2020 – November 29, 2021**

# **WEINGARTEN RIGHTS/STATEMENT**

## **Additional Representation Rights:**

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

## **Weingarten Rules/Statement:**

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

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

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

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

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

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

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 – SHARED VISION AND RESPONSIBILITY/MANAGEMENT RIGHTS .....	1
ARTICLE 2 – RECOGNITION OF UNION AND EXCLUSIONS.....	2
ARTICLE 3 – STANDARDS PRESERVED.....	3
ARTICLE 4 – JOB SECURITY .....	3
ARTICLE 5 – SUBCONTRACTING .....	4
ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITIES .....	4
ARTICLE 7 – UNION MEMBERSHIP.....	4
ARTICLE 8 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS .....	5
ARTICLE 9 – COPE CHECK-OFF .....	7
ARTICLE 10 – BULLETIN BOARDS .....	7
ARTICLE 11 – CATEGORIES OF EMPLOYEES .....	8
ARTICLE 12 – PROBATIONARY PERIOD .....	13
ARTICLE 13 – SENIORITY AND JOB VACANCIES .....	13
ARTICLE 14 – LAYOFF AND RECALL.....	17
ARTICLE 15 – CALL-OFFS & DAILY CANCELLATIONS.....	19
ARTICLE 16 – FLOATING.....	21
ARTICLE 17 – CLASSIFICATIONS & WAGES.....	22
ARTICLE 18 – WORK WEEK.....	27
ARTICLE 19 – TRAINING, JOB-RELATED EDUCATION LEAVE AND IN-SERVICE EDUCATION .....	32
ARTICLE 20 – PAID TIME OFF (PTO) AND RESERVE SICK (RS).....	34
ARTICLE 21 – STANDARD BENEFIT PLANS.....	40
ARTICLE 22 – BEREAVEMENT LEAVE.....	40
ARTICLE 23 – LEAVES OF ABSENCE .....	41
ARTICLE 24 – PHYSICAL EXAMINATIONS .....	46
ARTICLE 25 – JURY DUTY, WITNESS PAY AND VOTING TIME .....	47
ARTICLE 26 – CAREER OPPORTUNITIES .....	47
ARTICLE 27 – COMMITTEES.....	48
ARTICLE 28 – GRIEVANCE AND ARBITRATION.....	53
ARTICLE 29 – DISCIPLINE & DISCHARGE.....	56

ARTICLE 30 – FIELD REPRESENTATIVES’ VISITS & SHOP STEWARDS .....	58
ARTICLE 31 – FAIR TREATMENT PROCESS .....	59
ARTICLE 32 – NO STRIKE/NO LOCKOUT .....	60
ARTICLE 33 – CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS .....	60
ARTICLE 34 – SEVERABILITY & SAVINGS CLAUSE .....	61
ARTICLE 35 – ORGANIZING RIGHTS .....	61
ARTICLE 36 – TERM OF AGREEMENT .....	64
APPENDIX A – SIDE LETTER AGREEMENTS .....	66
APPENDIX B – WAGE SCALE .....	77
APPENDIX C – BENEFIT PLAN DESCRIPTIONS .....	81

## **PREAMBLE**

This Agreement is made and entered this 30st day of November 2020, by and between Seton Medical Center/Seton Coastsides, hereinafter called the “Employer or Hospital,” and the NATIONAL UNION OF HEALTHCARE WORKERS, hereinafter called the “Union”.

## **ARTICLE 1 – SHARED VISION AND RESPONSIBILITY/MANAGEMENT RIGHTS**

- A. The Employer and the Union share a commitment to provide high-quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employer and Union further agree that they shall use their best efforts to provide the highest level of patient care and that they will work together to improve the lives of the people and communities they serve, as well as to maintain a constructive working relationship by: recognizing our own values and the value of others; providing excellent care with gentleness and kindness; acting with integrity, clarity, and honesty; supporting those who lack resources for a healthy life and full human development; and being continuously resourceful and creative. All parties recognize that it is also to their mutual advantage to have efficient and continuous operations of the Hospital to provide quality patient care. The Employer acknowledges the benefits of understanding varied cultural/ ethnic differences and the need to respect cultural ethnic diversity.

B. MANAGEMENT RIGHTS

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

1. to manage, direct and maintain the efficiency of its business and personnel;
2. to manage and control its departments, buildings, facilities, equipment and operations;
3. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. to utilize personnel from nursing registries or other temporary help agencies;
5. to direct the work force;
6. to increase or decrease the work force;
7. to determine staffing patterns and levels and the number of Employees needed, provided that the Hospital adheres to the regulations set forth in Title XX:11;
8. to lay off Employees;

9. to hire, transfer and promote Employees;
10. to demote, suspend, discipline and discharge Employees;
11. to maintain the discipline and efficiency of its Employees;
12. to establish work standards and schedules of operations;
13. to specify or assign work requirements and overtime;
14. to assign work and decide which Employees are qualified to perform such work;
15. to determine working hours, shift assignments, and days off;
16. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
17. to determine the type and scope of work to be performed and for the services to be provided to patients;
18. to determine whether work will be assigned to bargaining unit Employees or other Employees;
19. to determine the methods, processes, means and places of providing service to patients;
20. to determine the quality of patient services;
21. to acquire and dispose of equipment and facilities;
22. to determine the places where work will be performed;
23. to hire temporary Employees for designated periods of time;
24. to pay wages and benefits in excess of those required by this Agreement;
25. to effect technological changes in its equipment and operations; and
26. to sell, close, or dispose of all or part of the Hospital.

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

## **ARTICLE 2 – RECOGNITION OF UNION AND EXCLUSIONS**

- A. The Employer recognizes the Union as the exclusive representative of employees covered by this agreement in the following single bargaining unit. At Seton, the Employer recognizes the Union as the exclusive representative for all full-time, regular part-time, limited part-time and per diem service and maintenance and technical employees employed at Seton and all full-time, regular part-time, and limited part-time and per diem Registered Nurses at Seton Medical Center Coastsides including those employees whose classifications are listed in Appendix B. This Agreement shall not apply to executive or professional employees, nor to employees presently represented by any other collective

bargaining representative recognized by the Employer, nor to confidential employees, nor to supervisory personnel as defined by Section 2(11) of the NLRA.

- B. This Agreement shall also apply to any other classification(s) which may be established within the scope of duties now included within this bargaining unit.
- C. The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where most employees vote for National Union of Healthcare Workers representation. Such employees shall be accreted into and covered by this Agreement upon certification of the election results by the NLRB or third party. Where classifications are accreted into this Agreement that are not currently covered, the parties will meet and negotiate over their wages and other terms and conditions that are not already covered by this Agreement.

The Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit because they are or may be supervisory or supervisors.

### **ARTICLE 3 – STANDARDS PRESERVED**

No employee shall suffer any reduction in wages or benefits because of coverage under this Agreement, unless specifically provided for otherwise in this Agreement. Past practices currently in place will remain in place.

### **ARTICLE 4 – JOB SECURITY**

The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize that there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, aggressive job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Hospitals will make every effort to avoid displacing employees (e.g., reduction in force, reduction in hours, daily cancellations, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Hospital will assist employees in identifying other job opportunities in other departments at the home facility, or at other AHMC facilities.

## **ARTICLE 5 – SUBCONTRACTING**

There will be no subcontracting of bargaining unit work performed by employees, except by agreement between the Employer and the Union.

## **ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITIES**

### **A. DISCRIMINATION**

Neither the Employer nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. Union activities shall not interfere with the normal operations of the Employer.

Neither the Employer nor the Union shall discriminate for or against any employee because of race, creed, color, religion, age, sex, sexual orientation, national origin, ancestry, disability, medical condition, veteran status (including Vietnam-era or disabled veteran status), political affiliation, marital status or any other protected classification recognized under state or federal law or in violation of any City, State or Federal laws.

Each party retains its right to challenge any administrative, judicial or other ruling or interpretation of any applicable laws relating to any form of discrimination if it disagrees with such ruling or interpretation.

Any grievance alleging in whole or in part, discrimination as set forth above may either be pursued through the provisions of Article 28 (Grievance and Arbitration) and/or through statutory remedies.

### **B. EQUAL PAY**

There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar operations.

## **ARTICLE 7 – UNION MEMBERSHIP**

### **A. UNION MEMBERSHIP REQUIREMENTS**

1. During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this Agreement, whichever is later.
2. The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee thirty (30) days, after the employee has been mailed such notice at her



or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said thirty (30) days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

**B. NOTICE TO NEW EMPLOYEES**

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

**C. DEDUCTION OF UNION MEMBERSHIP FEES**

1. The Employer will honor written assignments of wages to the Union for the payment of Union membership fees when such assignments are submitted in a form agreed to by the Employer and the Union.
2. The Employer will remit the dues/fees deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
3. The Union will hold harmless the Employer against any claim which may be made by any person because of the deduction of Union membership fees, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Section.

## **ARTICLE 8 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS**

- A. During the new hire orientation for new employees, the Employer will allow a representative of the Union up to one (1) hour during the final period of such program, to discuss the Union and the terms of this Agreement. Attendance by new employees shall not be counted as work time if the discussion causes the orientation to exceed eight (8) hours in the workday. However, the Employer will make every effort to ensure that the

Union orientation occurs within the eight-hour period. In the event a shop steward is assigned, the steward shall be released from work without loss of pay to participate in the session, if patient care permits. Where such program is regularly scheduled such release should normally occur.

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

1. List of all members of the bargaining unit including full name, social security number, employee id number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
2. List of new hires including full name, social security number, employee id number, home address, home phone number, cell phone number, personal email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
3. List of terminations including full name, social security number, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and
4. List of transfers including full name, social security number, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

C. USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use employee social security numbers for its valid business purposes relating to its record keeping and dues collection functions only, and agrees that it will use its best efforts to keep employee social security numbers confidential.

The Union agrees to indemnify and hold harmless the Employer from all claims and liabilities that result from the Union having been given employee social security numbers. The Union further agrees that, where required or operationally feasible, the Employer will provide employee social security numbers to the Union on lists (in hard copy and electronic format) separate from employee addresses and telephone numbers.

## ARTICLE 9 – COPE CHECK-OFF

- A. The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- B. The Employer will remit the COPE monies deducted pursuant to such assignments promptly, but not later than ten (10) days following the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) and in encrypted format supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

The Union will hold the Employer harmless against any claim which may be made by any person because of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer because of failure to perform under this Article.

## ARTICLE 10 – BULLETIN BOARDS

The posting of Union notices will be limited to the bulletin boards to which the Union is given use under this Section.

- A. The Union shall be given use of four (4) glass, locked enclosed bulletin boards for the exclusive use of the Union:
1. 2nd Floor Kitchen (2)
  2. Ground Floor across from the Service Elevator
  3. Ground Floor Outside the Staffing Office

In addition, the Union shall be given use of unlocked bulletin boards in the following locations:

10th floor Med-Oncology	9th floor SNF
7th floor Ortho-Spine	6th floor Telemetry
5th floor Med-Surg/Telemetry	4th floor Subacute
3rd floor OB	Dietary
Radiology	Nuclear Medicine
Respiratory	Physical Therapy
Diagnostic Services	ER
Admitting	Lab

Housekeeping	Pharmacy
Linen	CCU
ICU	Cath lab
Central Services	Transport Lounge
Staffing Office	Outpatient Surgery
STAR	PBX
Medical Records	Breast Cancer
Shuttle Services	Surgery
8th Floor	Radiation Oncology Radiology
Wound Care	ICC
NSI	

## **ARTICLE 11 – CATEGORIES OF EMPLOYEES**

### **A. EMPLOYEE CATEGORIES DESCRIBED**

There shall be five employee categories:

#### **1. Regular Full-time**

A “regular full-time” employee is one who is regularly scheduled on a predetermined basis for forty (40) hours in each workweek, or eighty (80) hours in each fourteen (14) day pay period, or thirty-six (36) or more hours in a workweek in the case of any employee regularly scheduled on an alternative work schedule.

#### **2. Regular Part-time**

A “regular part-time” employee is one who is regularly scheduled on a predetermined basis to work at least twenty (20) hours but less than forty (40) hours in each workweek, or at least forty (40) hours but less than eighty (80) hours in each fourteen day pay period (except for employees referenced in 1 above who work twelve-hour shifts).

#### **3. Limited Part-time**

Limited Part-time. A “limited part-time” employee is one who is regularly scheduled on a predetermined basis to work less than twenty (20) hours in each workweek, or less than forty (40) hours in each pay period.

#### **4. Per Diem**

A “per diem” employee is one who works intermittently in accordance with the following:

- (a) All Per Diem employees will provide a list of available dates to the manager/designee two (2) weeks prior to the posting of the new schedule as defined in Article 18, Section C.

- (b) All Per Diem employees must be available to work a minimum of five (5) shifts per twenty-eight (28) day schedule.
- (c) All Per Diem employees must be available to work two (2) weekend shifts per twenty-eight (28) day schedule.
- (d) All Per Diem employees must be available to work four (4) holidays per year. At least one of the holidays must be Thanksgiving, Christmas or New Year's.
- (e) Per Diem employees who have been scheduled to work but are not needed may be required to float or be called off in accordance with the provisions of Articles 15 and 16.
- (f) An unworked shift for which any Per Diem has been scheduled to work but is not needed shall be counted toward satisfying the Per Diem's availability obligations.
- (g) Per Diem employees may be terminated if they refuse to work pre-scheduled work assignments or are unable to meet the minimum availability requirements.
- (h) A Per Diem may request and if qualified, be placed on more than one list in those departments which maintain such lists, subject to the needs of the departments.
- (i) Per Diem employees shall submit a written current availability for work, including days of the week and shifts, and current phone number.

##### 5. Temporary

Before resorting to Registry or Temporary Agency personnel, the Employer shall offer temporary work to existing employees. A temporary employee is one who is hired either part-time or full-time on a pre-determined work schedule to work for a limited period which shall not extend beyond ninety (90) calendar days. The ninety (90) calendar days may be extended in any given case by mutual agreement of the Union and the Employer, and the Union's agreement to such extension will not be unreasonably denied.

- (a) In the event that a temporary employee becomes a regular full-time or regular part-time employee, the qualifying date for any applicable pay raises pursuant to Article 17 starts with his or her most recent date of continuous employment, and the qualifying date for fringe benefit eligibility and accrual is the date of reclassification to regular full- or part-time status.
- (b) A temporary employee shall not be terminated solely to prevent his or her advancement to regular or limited part-time status when the temporary job

continues in effect or for the sole purpose of keeping a regular job constantly staffed by temporary employees.

- (c) Posting Temporary Positions. Temporary positions will be posted in accordance with Article 13, Section E (Job Vacancies, Posting and Bidding) if such positions are expected to last for periods in excess of thirty (30) days. A Temporary position is a position for which the Employer establishes a pre-determined work schedule for a limited duration not expected to exceed ninety (90) days and which the Employer intends to fill on a pre-scheduled regular basis.
- (d) Return from Temporary Position. If a Regular Full-time, Regular Part-time, Limited Part-time, or Per Diem employee successfully bids for a temporary position, he/she will maintain his/her employee category and, in the case of a Regular Full-time or Regular Part-time employee, will continue to accrue benefits and upon the conclusion of the temporary assignment, he/she shall return to his/her former position.
  - (i) In this case, the vacated position of this employee will also be posted, but any temporary position resulting from the bidding of the second posting will not be posted, unless the second (or other vacant position) is a regular Full-time or regular Part-time position.
  - (ii) An employee working in a Temporary position shall not be reclassified to Regular Employee status unless such position extends beyond ninety (90) days.

B. ALLOCATION OF ADDITIONAL HOURS OF WORK

1. Additional hours of work is temporary work, work required due to a sudden increase in patient census that was not anticipated, work that is not pre-scheduled or a hole created in the schedule by the scheduled time off of regularly scheduled employees.

2. Availability for Work

Limited Part-time employees and Per Diem employees will submit, in writing, their availability for work. Full-time, and Part-time employees will submit, in writing, their availability for additional work. Employees will indicate the days of the week and shifts for which they are available. The Employer shall maintain such records and lists by classification and employee category so that the provisions of this Section can be properly maintained.

3. The Employer shall offer additional hours of work to employees who have made themselves available in the same classification and department as long as the additional work would not cause the Employer to incur overtime or double time liability. The Employer will offer pre-scheduled additional hours of work by seniority according to the following preference list.

- (a) Regular Full-time employees who have been canceled due to Low Census Days, as long as the additional work would not cause the Employer to incur overtime or double time liability.
- (b) Regular Part-time employees who have been canceled.
- (c) Regular Part-time
- (d) Limited Part-time
- (e) Per Diem

The above preference order will not result in bumping employees out of work which is prescheduled.

- 4. If the Employer cannot fill the additional hours of work at a straight time rate, overtime will be offered to qualified employees by seniority before resorting to Registry.
  - (a) Overtime shifts will be assigned from a list of those employees indicating their desire to work such shifts.
  - (b) Scheduled and unscheduled voluntary overtime will be offered beginning with the most senior employee on the voluntary overtime list and rotating through the list.
  - (c) Employees shall have the right to decline the overtime if offered, except as provided in the Section on Mandatory Overtime, below.

#### 5. Mandatory Overtime

The Employer and the Union recognize that mandatory overtime is not desirable and represents a burden on the employees. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government, or declared by the administrator on duty. An internal or external emergency, for the purposes of this Section is defined as an unexpected situation and sudden occurrence of a serious and urgent nature that demands immediate action.

### C. RECLASSIFICATION

The reclassification provisions shall not apply to hours worked by an employee temporarily replacing another employee who is on any approved leave of absence.

- 1. A Per Diem or Limited Part-Time employee who regularly works forty (40) hours or more each pay period, every pay period (but not necessarily on the same list) for ninety (90) days or more shall be reclassified, to Regular employee status and the applicable regular work schedule. The applicable work schedule shall be based on the lowest number of hours worked during any pay period within the ninety (90) calendar

day period. Any reclassification to Regular employee status under this paragraph shall be effective as of the 90th day, except:

- (a) Benefit accruals shall be effective as of the beginning of the pay period closest to the date of such reclassification and are subject to any waiting period or other requirements contained in the Agreement;
  - (b) If retroactive corrections in status are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month), and the employee shall have no deduction for any premium in lieu of benefits received in the interim.
2. A Per Diem employee shall not be reduced in hours solely to prevent his or her advancement to Regular or Limited Part-time status when the Per Diem hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by Per Diem employees.
- (a) A Regular part-time employee who is regularly assigned for ninety (90) calendar days or more to a work schedule which exceeds the employee's regular work schedule by at least a full shift, for each and every pay period of the ninety (90) day period (e.g. a regular part-time 3/5 employee is regularly assigned a 4/5 or a full-time schedule), shall be reclassified to the applicable regular work schedule provided that the additional hours fall on the employee's normal shift. For the sole purpose of the first sentence (1) if the employee has paid time off (PTO/RS) for a one week period or longer, the ninety (90) day period shall be extended by the same number of days for which the employee was off work on such paid time off, and (2) if the employee has a paid day off, on a scheduled workday, such day(s) shall be counted as a regularly assigned workday. The applicable regular work schedule shall be based on the lowest number of additional shift(s) worked during any pay period within such ninety (90) day period. Any reclassification under this paragraph shall be effective as of the ninetieth (90th) day, and increase benefit accruals shall be effective the beginning of the pay period closest to the date of such reclassification. The provisions of this paragraph may be waived only by the mutual written agreement of the employee, the Union and the Employer.
  - (b) Employees performing duties in a higher classification for ninety (90) calendar days shall be reclassified to the higher classification on the ninety- first (91st) day, unless the employee is covering for an employee on a leave of absence for any duration. The Employer shall not reassign duties for the sole purpose of avoiding the reclassification.
  - (c) For the purpose of this Section only, shifts shall be defined as follows: (1) Days start on or after 5:00 a.m. but prior to 12:00 noon; (2) PMs start on or after 12:00 noon but before 10:00 p.m.; and (3) Nights start on or after 10:00 p.m. but before 5:00 a.m.



## **ARTICLE 12 – PROBATIONARY PERIOD**

- A. All Regular Full-time and Part-time employees shall be on probation for ninety (90) calendar days following their date of hire. All other employees shall be on probation for one hundred and thirty-five (135) calendar days or the completion of sixty-five (65) shifts, whichever occurs first, after date of hire.
- B. At its sole discretion, the Employer may terminate the employment of any probationary employee and such termination shall not be subject to the grievance procedure of this Agreement. Nothing in this Agreement shall preclude a grievance alleging violation of Article 6 (Equal Employment Opportunities) during the employee's probation period.
- C. The probationary period may be extended by an additional thirty (30) days with notice to the Union. The Employer may extend the probationary period beyond the additional thirty (30) days only with the consent of the Union.
- D. At the completion of the probationary period, seniority shall date from the employee's most recent date of hire into a bargaining unit position by the Employer.

## **ARTICLE 13 – SENIORITY AND JOB VACANCIES**

### **A. SENIORITY DEFINED**

Seniority shall be defined as the most recent date of hire into a bargaining unit position covered by this Agreement.

A Per Diem employee's length of service for the purpose of job bidding and for allocation of casual shifts commences on the most recent date of continuous bargaining unit service as a Per Diem.

### **B. RETURN TO UNIT**

Any bargaining unit employee who accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority, provided that there exists a vacancy to which he/she can return and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

### **C. SENIORITY LIST**

The Employer shall maintain seniority lists that will be provided to the Union once every six (6) months.

### **D. LOSS OF SENIORITY**

Seniority shall be terminated by:

1. Discharge for cause;
2. Resignation;
3. Failure to return to work from a leave of absence in accordance with the terms of the leave; and
4. Layoff without recall in excess of twenty-four (24) months.

E. JOB VACANCIES, POSTING AND BIDDING

1. Posting of Vacancies

The Employer is not required to fill a position that has been vacated. When the Employer determines to fill a vacated position, the following process shall be followed. When a vacancy subject to this Agreement occurs in any department, a notice of that vacancy shall be posted in a location or locations accessible to all employees for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent or temporary basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours, shift, days off (if fixed) and whether the days off are fixed or variable and primary assignment (where applicable). This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

2. Bidding on Posted Vacancies

Any current employee who has successfully completed his/her probationary period in accordance with Article 12 may apply for a posted vacancy by completing the transfer request process.

3. Restriction on Bidding

An employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next three (3) months. This rule shall not apply if:

- (a) If a posted vacancy arises in the same department which would change the number of pre-scheduled hours of the bidding employee, or the scheduled start and end times, or the days of work and days off, or the employee's shift, or would change the employee's classification; or
- (b) If the bidding employee is in his/her current position as a direct result of a job change or layoff.

4. Preference Order

Preference among those bidding shall be given in the following order among bidding employees from the same preference level. Among bidding employees from the same preference level, seniority shall govern. The prior sentence is subject to the provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by the Employer (the Union has the burden of establishing that the Employer's qualifications are unreasonable), and (2) ability and performance must

meet minimum requirements in the Employer's reasonable judgment, and if the Employer's judgment is disputed, the Employer shall have the burden of establishing that their judgment was reasonable.

- (a) Regular employees from the same department, including regular employees on layoff, and regular employees who remain on the per diem list who have been laid off.
- (b) Regular employees from other departments and Limited Part-time employees from the same department, including such employees on layoff, and regular employees who remain on the per diem list.
- (c) Per Diem and Temporary employees, in that order, from the same department.
- (d) Limited Part-time employees from other departments.
- (e) Per Diem and Temporary employees, in that order, from other departments.
- (f) Applicants who are former employees who left in good standing with not more than one (1) year's absence from the Employer.
- (g) Other applicants.
- (h) Employees, who are transferring from another AHMC facility shall have their bargaining unit seniority with the previous facility recognized for the purposes of wage rates and benefit accruals.

5. Notification of Selection

Employees submitting a written bid for a posted vacancy under this Section shall be informed by the Employer whether or not they are awarded the position.

6. External Selection

For vacancies that are not filled internally (i.e. according to the preference order set forth above), the Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

7. Seniority Application

The seniority of bidding employees shall be determined by the employee's bargaining unit seniority rather than in the particular classification or employee category.

8. Limitation

It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

9. Potential Vacancies

Employees expected to be on vacation for a period of more than seven (7) days may submit a request for transfer to a potentially available position. Such request must be submitted in writing to the Human Resources Department. Such written request shall constitute an automatic bid for thirty (30) days or for the period of vacation, whichever is less. It is understood that any written request under this Article is limited to vacancies or potential vacancies in permanent positions subject to this Agreement.

10. Evaluation Period after Promotion or Transfer

Employees who are promoted to a new position or who transfer to another position through the bidding process, shall have up to ninety (90) days of evaluation of their performance. If, at any time within such ninety (90) day period, the employee fails to perform satisfactorily, such employee shall be returned to his/her former position including shift, assignment and scheduled hours without loss of seniority, provided his/her former position is still available. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification, provided such position is available.

F. DEPARTMENTAL STRUCTURE

The following are the Hospital's departments for purposes of bidding, layoff, and recall only. These departments shall not apply to any other Section of this Agreement.

1. Admitting
2. Clerical
3. EVS
4. Materials Management
5. Nutritional Services
6. Pharmacy
7. Cardiopulmonary
8. Diagnostic Imaging
9. Laboratory
10. Medical Records
11. Patient Care Services

G. SENIORITY TIE BREAKER

If employees have the same seniority date, the following tie-breaker will be used to determine the seniority order:

1. Date first worked.

2. If the date first worked is the same, date of submission of application for employment.
3. If the date of submission of application is the same, the larger of the last four (4) numbers of the employees' social security numbers.

## **ARTICLE 14 – LAYOFF AND RECALL**

### **A. LAYOFF DEFINED**

Temporary Layoff is defined as a layoff which is not expected to be more than one (1) to fifteen (15) calendar days. Indefinite layoff is defined, as a layoff, which is of uncertain duration and is expected to be in excess of fifteen (15) days. Permanent layoff is defined as a layoff in which there is no reasonable expectation of recall. Associate status or classification changes for any reason do not entitle an associate to severance pay.

### **B. IMPLEMENTATION OF INDEFINITE OR PERMANENT LAYOFF**

1. If after exercising every effort to avoid layoff in conformance with Article 4, and it is necessary to conduct an indefinite or permanent layoff, then such layoff shall be undertaken through the following procedure. It is the intent of the following provisions to protect the most senior employees in case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

#### **2. Order**

Indefinite or permanent layoffs shall occur in the following order:

- (a) Temporary employees;
- (b) Per Diem or Limited Part-time employees;
- (c) Regular full-time and regular part-time employees.

Indefinite or permanent layoffs will be in reverse order of seniority by classification within a department, provided that the remaining employees are qualified and able to perform the work with reasonable orientation and/or training.

### **C. ALTERNATIVE ARRANGEMENTS**

Upon mutual agreement the Union and the Employer may agree to an alternative arrangement regarding reduction in force.

### **D. TIME FRAMES REGARDING LAYOFFS**

The Union and the Employer acknowledge their mutual intention to meet and address issues involving reductions in force in an expeditious manner, and such issues shall be resolved without undue delay. Accordingly:

The Employer shall provide no less than thirty (30) days' notice of a layoff or reduction in force, except in cases where no notice is possible, such as natural disaster or act of God.

Should the Employer and Union fail to reach agreement on alternatives to the reductions in force within the timelines set forth above, the matter shall be submitted to arbitration within five (5) days of the expiration of the timelines set forth above and the Arbitrator shall issue a decision within five (5) days thereafter. The Employer and the Union may mutually agree to extend the timelines above. During the term of this Agreement, the arbitration shall be with Matthew Goldberg. Should Mr. Goldberg be unavailable to hear the dispute within these timelines then the parties shall use John Kagel or Andria Knapp or the first available arbitrator.

It is not the intent of this paragraph to circumvent any rights the parties may have under Article 27 (Committees), or other provisions of the collective bargaining agreement.

The Employer will provide the Union with six (6) months' notice in the case of a facility closure as set forth in Article 33 (Change of Ownership, Mergers, Sales, Closures and Transfers.)

E. TRANSFER RIGHTS

Bargaining unit employees who are subject to layoff may submit a bid for an existing or potential vacancy under the job bidding procedure set forth above. An employee who is subject to layoff and who is interested in being oriented and/or trained for a vacant position covered by this Agreement, may request to be provided orientation and/or training by the Employer for a specific vacant position, provided the employee could qualify for the position after a reasonable orientation/training period. Such bidding rights are in addition to the employee's recall rights as set forth below. An employee transferring to a new classification or department under this Section shall retain those recall rights in the former classification which were earned up to the time of transfer and can exercise such rights if a vacancy occurs in such classification in the twenty-four (24) months following the layoff.

F. BENEFITS

An employee who has been indefinitely or permanently laid off and who is covered by the Employer sponsored health benefits will be covered until the last day of the calendar month in which the notice or severance period ends.

G. SEVERANCE PAY

When a Regular Full-time or Regular Part-time employee is displaced from his or her position as a result of an indefinite position elimination, and he or she is unable to identify another comparable position for which he or she is qualified, eligibility for severance pay shall be in accordance with the following schedule, subject to the execution of a general release of claims:

<b>SERVICE</b>	<b>SEVERANCE</b>
At least 90 days but less than 3 years	2 weeks
3 to 5 years	3 weeks
6 to 7 years	4 weeks
8 to 9 years	5 weeks
10 to 14 years	6 weeks
15 to 29 years	8 weeks
30 years or more	10 weeks

Benefited part-time employees will receive severance pay, per the schedule above, prorated in direct proportion to their current scheduled hours as noted on the time card.

With the consent of the Employer, an employee who otherwise would not have been laid off, may resign. Such an employee shall be entitled to severance pay and benefits if, as a result, another employee in the affected department is not laid off. An employee who resigns in accordance with this Section shall not be entitled to recall or other rights under Section I.

Employees shall be ineligible for severance in the event of a sale or transaction which does not result in job loss to the employee.

#### H. RECALL

For a period of twelve (12) months from the date of indefinite or permanent layoff, employees who, as a result of the reduction, are laid off, are entitled to recall.

Recall of employees to regular positions in a particular classification and department from an indefinite or permanent layoff shall be by seniority.

An employee shall remain on the recall list unless he or she is offered and declines a position in the same classification in the same department at the same facility on the same shift with the same number of hours as the position from which he/she was laid off or reduced from.

#### I. VOLUNTARY SEPARATION

At the Employer's discretion, severance may be offered to employees so long as it offers no less than what is set forth in Section G, and such will not be subject to the provisions of this Article.

## **ARTICLE 15 – CALL-OFFS & DAILY CANCELLATIONS**

#### A. EVERY EFFORT TO AVOID CALL-OFFS

The Employer and the Union agree that after the application of the standards called for in Article 4 (Job Security) it may be necessary for the Employer to require an employee to take time off without pay during temporary periods of low census or other occasions

when staffing levels must be adjusted on a temporary basis; this is referred to as Hospital Convenience or HC time. HC time must be approved by a supervisor or department manager. Eligible employees who are cancelled may take the time off without pay or use PTO (where applicable) at the employee's discretion.

B. HC TIME AS TIME WORKED

If an employee is cancelled, the hours that an employee was scheduled to work shall count as time worked for the following, including but not limited to:

1. Vesting and service credit under the retirement plan;
2. Waiting periods under health insurance and other fringe benefit plans.

C. ORDER OF CALL-OFF

Subject to patient care considerations and staffing needs, when it is necessary to cancel employees pursuant to this Article, the following procedure shall be followed, and the employee shall be called-off in the following order:

1. Registry/ Travelers,
2. Employees receiving double time,
3. Employees receiving overtime,
4. Temporary employees,
5. Per Diem employees,
6. Part-time employees working shifts over and above their regular schedule,
7. Limited Part-time employees,
8. Regular Full-time employees and Regular Part-time employees working their regular schedule.

The Employer will accept volunteers for call-offs before any other employees, provided that such voluntary call-offs do not result in retaining an employee at premium pay who would have been called off if the Employer followed this list above, unless the Employer permits.

Within each category above, call-offs shall be by reverse order of seniority within a department provided that the remaining employees are qualified and able to perform the work.

As an alternative, if in a vote conducted by the Union, a majority of employees in that department so elect, daily cancellations shall be by rotation, in reverse order of seniority.

D. CALL-OFF NOTICE

When cancelling an employee's shift prior to the start of the shift, the Employer shall give the employee at least two (2) hours notice prior to the start of the employee's scheduled shift. The Employer will be considered to have given such notice if (a) it



reaches the employee by telephone, or (b) it attempts to do so and documents the attempt, the date, time and the call, and the result of the attempt. It is the employee's responsibility to provide the Employer with his/her current telephone number.

E. **CALLED-OFF EMPLOYEES OFF THE SCHEDULE**

Once called off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the employee has agreed to accept standby status (Article 17, Section K) and is compensated accordingly, for the shift or portion thereof.

F. **SENIORITY AMONG VOLUNTEERS**

If more than one (1) employee in an affected department volunteers to be cancelled (Hospital Convenience Time), seniority shall prevail; unless as an alternative, in a vote conducted by the Union, a majority of employees in a department so elect to allow volunteering by rotation.

G. **REPORTING PAY**

Any employee not notified in accordance with Section D above who reports to work and is not provided with work, or with less than a full day's work, shall be paid for the entire shift, not to exceed four (4) hours pay.

## **ARTICLE 16 – FLOATING**

A. **ORIENTATION FOR FLOATING**

When employees are floated between units or departments, they will not be required to perform duties for which they are not competent, and will be given orientation, as appropriate. Employees may be floated to other units or departments in order to receive training that will enable the employee to competently perform duties in the unit.

B. **FLOATING ORDER**

Employees who float to another unit or department will do so on a rotational basis within the classification being floated, provided said employee is competent to perform the assignment in the unit to which he/she is floated.

A unit/department may float on a straight seniority basis within a classification, if in a vote conducted by the Union, a majority of employees in that unit or department chooses to implement a seniority system.

Before floating regular employees, the Employer shall float employees in the following order:

1. Volunteers
2. Registry/Travelers (provided competencies exist)
3. Temporary employees

4. Per Diem employees
5. Limited Part-time

C. FLOATING TO MORE THAN ONE UNIT/DEPARTMENT

No employee will float to more than one (1) department or unit during a single shift, unless floating to multiple departments/units is a regular part of an employee's assignment.

## **ARTICLE 17 – CLASSIFICATIONS & WAGES**

A. SCHEDULE OF WAGES

The minimum straight-time hourly rates of pay at Seton Medical Center and Seton Coastside shall be shown in Appendix B, attached hereto and made a part hereof. There shall be no wage increases during the life of the agreement.

B. PAY DAY

1. All wages shall be paid on the basis of two-week periods.
2. The Employer's payday is on a Friday and this shall continue as the designated payday. The Employer will use their best efforts to pay employees working Night Shifts by the end of their last shift which begins on Thursday.

Direct deposit shall continue to be offered to all employees and shall be deposited by no later than the designated payday and earlier if practicable.

Employees shall have the option of picking up their paychecks at the Hospital, at times outlined above, at their request.

3. When an employee's day off falls on a payday, the Employer will provide the employee's checks on the day before the payday.
4. If the Employer uses symbols on payroll checks, such symbols shall be explained to an employee upon request. All records of paid time off accounts shall accurately reflect balances through the most recent pay period ending the date of the check.

5. Pay Check Errors

Pay check errors resulting in underpayments of greater than eight (8) hours pay to employees shall be corrected immediately and a new check for the underpayment shall be issued to the employee within twenty-four (24) hours of discovery of the error, excluding holidays and weekends.

C. PROGRESSION SCHEDULE

1. Promotion to Higher Classification

When an employee is promoted to a higher paid job classification, placement in the progression schedule of the new job classification will be at the same step in the new position, provided it does not cause a reduction in pay.

Except for technical employees as defined below, an employee hired by the Employer under this Agreement shall start in Step 2 (the after One-Year wage rate) of the applicable progression schedules in Appendix B if she or he had three (3) years or more previous experience within the last five (5) years in the same job classification at another accredited acute care hospital or healthcare facility. Such an employee hired by the Employer who has had six (6) years or more previous experience within the last ten (10) years in the same job classification at another accredited acute care hospital or healthcare facility shall start at Step 3 of Appendix B.

Newly employed employees in technical positions, as defined below, shall receive one (1) year tenure credit for salary purposes only for each year of previous experience within the last eight (8) years prior to the date of employment at a given health care facility. For the purpose of this Section, any previous part time experience that has been on a regular predetermined basis of twenty (20) hours per week or more, shall be considered as if it were full time experience. Tenure credit for previous employment shall apply if such experience has been in the position for which the employee is being hired.

Technical employees include: Cardiology Tech, Cardiology Radiology Tech, Cardiovascular Tech, Invasive Cardiovascular Tech, Cytology Tech, Cytology Lab Assistant, Echocardiology Tech, MRI Tech, Nuclear Medicine Tech, Coordinator Nuclear Medicine, Lead Nuclear Medicine Tech, Pharmacy Tech, Pulmonary Function Tech, Radiation Therapy Tech (all levels); Radiology Tech (all levels), Respiratory Care Practitioners (all levels), Ultrasound Tech, Licensed Psychiatric Technicians, OR/Ortho/ Anesthesia Technicians, Senior OR Technicians, Coastside Registered Nurses, and Senior LVNs and LVNs.

D. JOB DESCRIPTION & JOB CLASSIFICATION

1. In the event that the Employer establishes a new classification within the bargaining unit, in addition to those now in existence, the Employer and the Union will meet to negotiate with respect to rate of pay and job duties, prior to implementation. The parties will make a good faith effort to reach a settlement. If the parties are not able to reach agreement the Employer may implement and the Union may, within fifteen days, submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an employee shall be paid retroactively to the start of the job of the start date of each individual employee in the new position.

2. The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job titles or job duties, they will send the Union a draft of the changes, with the changes indicated, in advance of implementation. Within fifteen (15) days, the Union may request and the Employer will meet to negotiate with respect to the proposed change(s). The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement the Employer may implement and the Union may within fifteen (15) days submit the dispute to expedited arbitration for final and binding resolution.
3. Upon request to the Human Resource Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position description, for covered employees, which have not previously been provided to the Union. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

E. UNIFORMS

When employees are required to wear uniforms of special types of work clothing while in the employ of the Employer, the cost of laundering and furnishing same shall be borne by the Employer provided, however, that the Employer shall not be required to furnish apparel traditionally worn by such employees in healthcare generally. The term “uniform” includes wearing apparel and accessories of distinctive design or color. Employees shall have meaningful input into all decisions regarding all aspects of uniforms or special types of work clothing.

F. TRAINING

Training is strictly voluntary for non-lead employees. Orientation is not considered training.

Training is teaching in order to prepare a novice and/or new employee with the required skill to meet the requirements of the position; or, to instruct so as to make proficient.

An employee other than those designated as “leads” who is assigned by management to train other employees shall receive a differential of \$1.50 per hour over his or her base wage rate for time doing such training.

G. EVALUATIONS

The employee shall be given a copy of any periodic written formal performance evaluation. Performance evaluations shall not be subject to the grievance procedure unless it contributes to disciplinary action.

H. RELIEF IN HIGHER PAID CLASSIFICATION

Any employee directed to relieve another employee in a higher paid classification will be paid at the rate of pay of the higher paid classification's pay grade, but at the employee's current step (step-to-step) for all hours worked in the higher classification.

I. PREMIUM PAY

1. Charge Pay

Employees in classifications which have job titles that include "lead" and who are regularly scheduled as such and who direct other employees will have a minimum of ten per cent (10%) incorporated into their base salary. Employees who are scheduled as "lead," "charge," or "relief on a sporadic, rotating or temporary basis are not entitled to lead differential but will receive \$1.00 per hour for such duties. Employees have a right to refuse charge duty. If there are no volunteers, the Employer may assign such duty by reverse seniority.

2. Shift Differential

A PM shift is any shift of four (4) or more hours beginning at or after 12:00 o'clock noon and before 10:00 p.m. and ending after 6:00 p.m. A Night shift is any shift beginning at or after 10:00 p.m. and before 5:00 a.m.

TECHS		ALL OTHERS	
PM Shift	Night Shift	PM Shift	Night Shift
\$2.75 per hour	\$3.75 per hour	\$1.75 per hour	\$2.75 per hour

Any employees on payroll at the time of ratification receiving a more favorable shift differential than provided for above shall retain their higher rates/percentages.

An employee who is required to work a full double shift (two eight-hour shifts, back-to-back) is paid the greater of the two shift differentials for both shifts, in addition to overtime pay.

3. In Lieu of Benefits

Temporary employees, Per Diem employees, and Limited Part-time employees shall receive as follows:

- (a) \$2.10 per hour. Cardiology Tech, Cardiology Radiology Tech, Cardiovascular Tech, Invasive Cardiovascular Tech, Cytology Tech, Cytology Lab Assistant, Echo Cardiology Tech, MRI Tech, Nuclear Medicine Tech, Coordinator Nuclear Medicine, Lead Nuclear Medicine Tech, Pulmonary Function Tech, Radiation Therapy Tech (all levels), Radiology Tech (all levels), Pharmacy Tech, Respiratory Care Practitioners (all levels), Ultrasound Tech and Neurology Tech

- (b) \$1.10 per hour (all other classifications). Any employees on payroll at the time of ratification receiving more favorable in lieu of fringe benefit differentials than provided for above shall retain their higher rates/ percentages.

As an exception to the preceding paragraph, Per Diem, Temporary, and Limited Part-time employees shall be paid at time and one-half (1 1/2) the employee's straight-time rate for all hours worked on a holiday shift.

"Holidays," for the purposes of this paragraph, are those listed in Article 20, with the exception of the employee's birthday.

A "holiday shift" is one when the major portion of the shift falls on a holiday.

J. BILINGUAL SERVICES

An employee shall not be required to provide translation and/or interpreting services for the Hospital. An employee agreeing to provide such services pursuant to the provisions of California Health and Safety Code Section 1259(c)(5) shall do so only on a voluntary basis and shall be held harmless for any legal or other adverse action arising from an alleged misrepresentation or misinterpretation as a result of translating or interpreting activities.

K. STANDBY

1. Any employee who has been instructed to be "on standby" but who is not called to work, shall be paid at the rate of one-half (1/2) his/her straight-time hourly rate of pay when "on standby." An employee who has been instructed to be "on standby" on a recognized holiday named in Article 20 of this Agreement, who is not called to work, shall be paid at the rate of three-fourths (3/4) his/her straight-time hourly rate of pay when "on standby". Employees who are on standby during a recognized holiday and who are not called in to work shall be given the option to use PTO for that day in addition to receiving their holiday standby pay. An employee shall be paid at time and one-half (1 1/2) the straight time hourly rate with a guarantee of three (3) hours work or pay when called to work.

2. Extensions

Each employee "on standby" who is called in to work and is extended beyond the guarantees set forth above shall be paid in one-quarter (1/4) hour increments.

L. SPLIT SHIFTS

A split shift is defined as eight (8) hours completed within a spread in excess of nine (9) hours, which is interrupted by a non-paid non-working period in excess of one (1) hour. When an employee works a split shift completed within a spread of more than nine (9) hours but less than eleven (11) hours, a split shift premium equal to two (2) hour's pay at the employee's straight time rate shall be paid in addition to the wages paid for hours worked that day. Any split shift completed beyond a spread of eleven (11) consecutive hours shall be paid at the rate of time and one half (1 1/2) for all hours worked beyond

the eleven (11) hour spread. No new split shifts shall be instituted by the Employer without first meeting and bargaining with the Union.

M. MEALS

All employees covered by this Agreement who are assigned to the Hospital's Food Service Department shall be entitled to free meals as follows: When they work fewer than four (4) hours in any one (1) day, one (1) meal; and when they work four (4) or more hours, two (2) meals.

All other employees shall receive a 10% discount on meals.

## **ARTICLE 18 – WORK WEEK**

A. DEFINITION OF OVERTIME

The employee's workweek shall be designated by the Employer and shall be a consecutive period of seven (7) days. Straight-time hourly rates shall apply up to a maximum of forty (40) hours per week or eight (8) hours per day. All work in excess of eight (8) hours per day, forty (40) hours per week shall be paid at the rate of one and one half times (1-1/2 X) the regular rate of pay. All work in excess of twelve (12) hours per day shall be paid at the rate of two times (2 X) the regular rate of pay. All work on the seventh (7th) consecutive day of the work week shall be paid for at two times (2X) the regular rate of pay. All work on any eighth (8th) consecutive day and each day thereafter shall be paid at time and one half (1 -1/2X) the regular rate of pay until broken by a day off. Each employee shall receive two (2) consecutive days off each pay period, provided that the days off may be split or rotated at the employee's request without penalty. When an employee works two (2) full consecutive shifts, totaling fifteen and one half (15 1/2) hours, the second shift will be compensated at double the regular rate of pay. No employee shall be required to work two (2) shifts within a period of twenty-four (24) hours except in cases of emergency.

The definition of workweek or workday is not intended to avoid overtime payments for consecutive hours/days worked beyond the defined period.

The provisions of this Section shall not apply to employees working on an alternative workweek schedule as provided in Section B (Workweeks) below.

B. WORKWEEKS

The parties agree to maintain all existing alternative workweek schedules currently in effect unless two-thirds (2/3) of the affected employees petition to terminate or modify such arrangement. The Employer will comply with applicable law regarding alternative workweek schedules. In cases of hardship, employees may request, and shall be granted whenever possible, to continue their same shift in a unit or work area that converts to alternative scheduling.

Any new alternative workweek schedules require that the Employer first meet and bargain with the Union to arrive at a mutually satisfactory schedule and other issues related to the implementation of the new schedules.

C. POSTING OF SCHEDULES

Monthly schedules of starting and quitting times and days off will be posted no less than thirteen (13) days in advance of the schedule, subject to emergency situation changes. The Employer may change schedules prior to posting to meet patient care and related service demands. However, the Union may submit such changes for review under Article 27 (Committees).

In the event the Employer needs to change the schedule after it has been posted, any such change requires mutual consent by an in-person or direct telephone conversation initiated by the Employer, unless emergency conditions dictate otherwise.

D. REST AND MEAL PERIODS

1. Meal Period

An employee who works a scheduled shift of more than five (5) hours in a workday is provided a thirty (30) minute unpaid, duty-free, meal period. The employee must take the meal period within the first five (5) hours of starting their shift. An employee who works more than ten (10) hours in a workday is provided a second thirty (30) minute unpaid, duty-free, meal period. The employee must take the second meal period within the first ten (10) hours of starting their shift. An employee who works more than fifteen (15) hours in a workday is provided additional meal periods as required by law.

To ensure a full uninterrupted meal period, unless otherwise instructed, all bargaining unit members must turn in their work provided communication devices to the assigned designees prior to the start of their meal period and to retrieve it at the completion of the meal period.

2. Meal Period Waivers

(a) Clinical Employees. An employee who does not work more than six (6) hours in the workday may voluntarily waive the first meal period by mutual consent of the Hospital and the employee. An employee who works shifts in excess of eight (8) total hours in a workday may voluntarily waive one (1) of the two (2) meal periods, by mutual consent of the Hospital and the employee, even if the employee's shift exceeds twelve (12) hours.

(b) Non-Clinical Employees. An employee who does not work more than six (6) hours in the workday may voluntarily waive the first meal period by mutual consent of the Hospital and the employee. An employee who works more than ten (10) hours but no more than twelve (12) hours in the workday may voluntarily waive the second meal period by mutual consent of the Hospital and



the employee, if the first thirty (30) minute unpaid, duty-free, meal period was taken.

The meal period waiver must be in writing, signed by the employee and their supervisor, and may be revoked by the employee at any time by providing at least one day's advance notice in writing to their supervisor.

### 3. Rest Period

Employees who work at least three and one half (3 1/2) hours in a workday are authorized and permitted a paid, fifteen (15) consecutive minute, duty-free, rest break for each four (4) hours worked, or major fraction thereof. The number of rest periods are as follows:

- (a) Employees who work less than three and one half (3 1/2) hours in a workday are not entitled to a rest period.
- (b) Employees who work three and one half (3 1/2) hours up to six (6) hours in a workday are authorized and permitted to take one fifteen (15) minute paid rest period.
- (c) Employees who work more than six (6) hours up to ten (10) hours in a workday are authorized and permitted to take two (2) fifteen (15) minute paid rest periods.
- (d) Employees who work more than ten (10) hours up to fourteen (14) hours in a workday are authorized and permitted to take three (3) fifteen (15) minute paid rest periods.
- (e) Employees who work more than fourteen (14) hours in a workday are authorized and permitted to take additional paid rest periods as required by law.

Insofar as practicable, rest periods shall be authorized and permitted in the middle of each work period.

Employees should not perform work during meal or rest periods, combine their meal and rest periods, take meal or rest periods at the beginning or end of the workday, or work through their meal or rest periods in order to make up for an absence or tardiness. Employees are permitted to leave the premises during rest periods and unpaid meal periods.

### 4. Penalty Pay

An employee will be paid one (1) hour of pay at their regular rate of pay for each shift their meal or rest period(s) were taken late, missed, or interrupted due to work reasons, or not duty-free.

“Penalty Pay” hours as described in this Article do not qualify as hours worked in the calculated overtime.

The language in this Article is meant to conform to California law regarding meal and rest periods and nothing stated herein will be interpreted to reduce rights an employee has to meal and rest periods under state law.

E. REST BETWEEN SHIFTS

Each Regular Full-time, Regular Part-time, and Limited Part-time employee shall have an unbroken rest period of at least twelve (12) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 1/2).

Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph. The provisions of this paragraph may be waived on the written request of the individual employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect. A Per Diem employee will not be charged with a refusal for declining a shift that starts within twelve (12) hours of the end of the last shift worked.

F. WEEKEND WORK

A weekend is defined as two (2) days, which are Saturday and Sunday for the day and evening shifts, and Friday and Saturday for the night shift. The Employer will grant each Regular Full-time and Regular Part-time employee every other weekend off. This provision does not apply to employees who hold positions which normally include every weekend scheduling or to employees who elect to work weekend shifts. Any department or work area currently working more favorable scheduling patterns than those set forth above shall retain such scheduling. Changes or exceptions to the above regarding weekend scheduling may be considered by the Union and the Employer and are subject to mutual agreement and a vote of the affected employees.

G. WEEKEND DIFFERENTIALS

The Employer will use its best efforts to grant each Regular Full-time and Regular Part-time employee every other weekend off and will guarantee each Regular Full-time and each Regular Part-time employee every third (3rd) weekend off. If the Employer requires a Regular Full-time or Regular Part-time employee to work three (3) or more consecutive weekends in a row or two (2) consecutive weekends in a row and a Saturday or Sunday immediately following, the employee will receive an additional day of paid time off for work performed on the third consecutive weekend or a Saturday or Sunday immediately following and for each succeeding weekend or Saturday or Sunday until granted a weekend off. This does not apply to Regular Full-time or Regular Part-time employees who desire a schedule which includes weekend work or to Regular Full-time or Regular Part-time employees who desire to work certain weekends which make up a portion of the three (3) consecutive weekends.

H. SHIFT ROTATION

Current rotating shifts may be continued, except that any complaint with respect to such rotation may be submitted to the Joint Labor Management Committee.

I. TWELVE-HOUR SHIFTS

The Hospital shall provide the following when implementing twelve-(12) hour shifts:

1. Shifts shall be twelve (12) hours worked within twelve and one half (12 1/2) hours.

2. Rest Periods

Three (3) fifteen (15) minute paid rest breaks during a twelve- (12) Hour Shift.

3. Meal Periods

There shall be one (1) uninterrupted unpaid meal period of thirty (30) minutes and one (1) additional paid meal period of thirty (30) minutes; however the second paid meal period may be waived.

4. Compensation

Employees shall be paid their straight time hourly rate for all hours worked within the twelve-(12) hour shift.

5. Shifts

(a) Day Shift: 0600 - 1830

(b) Night Shift: 1800 – 0630

6. Rest between Shifts

Each Regular Full-time, Regular Part-time, and Limited Part-time employee shall have an unbroken rest period of at least eleven and one half (11 1/2) hours between shifts. All hours worked within the above rest period shall be paid at the rate of time and one-half (1 1/2). Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph. The provisions of this paragraph may be waived on the written request of the individual employee and with the agreement of the supervisor. Also, a Per Diem employee will not be charged with a refusal for declining a shift that starts within eleven and one half (11 1/2) hours of the end of the last shift worked.

Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect.

7. Shift Differentials

\$2.00 per hour shall be paid for all hours worked between 1430 - 1830 depending upon the evening shift definition above. For shifts that commence at 1800 and end at

2400 hours or commence at 1800 and end at 0230 hours, the evening shift differential will be paid for all hours worked on these shifts.

TECHS		ALL OTHERS	
PM	NOC	PM	NOC
\$2.75 per hour	\$3.75 per hour	\$1.75 per hour	\$2.75 per hour

8. Night Shift

\$2.50 per hour shall be paid for all hours worked on the Night Shift (the 1800 - 0630).

9. Bereavement Leave

An employee shall be paid a total of thirty-six (36) hours of bereavement leave prorated in the same ratio that the employee's regular work schedule bears to a full-time schedule (seventy-two [72] hours per pay period).

10. Education Leave

An employee shall be entitled to up to forty (40) hours of paid education leave (prorated for part-time status).

11. 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 twelve (12) hour daily increments up to a maximum of three (3) days per week (prorated for part-time status).

12. Paid Time Off/RS Accruals

Employees shall accrue Paid Time Off (PTO) and Reserve Sick (RS) based on scheduled hours.

## **ARTICLE 19 – TRAINING, JOB-RELATED EDUCATION LEAVE AND IN-SERVICE EDUCATION**

A. EDUCATION LEAVE

Regular Full-time employees shall be entitled to forty (40) hours of job related education leave with pay each year to attend courses, institutes, workshops or classes of an educational nature provided:

1. The employee applies in advance in writing specifying the course, institute, workshop or class he or she wishes to attend;
2. The employee obtains permission from his or her supervisor to attend;
3. Such leave shall not interfere with staffing.

In computing said forty (40) hours, time away from the employee's job at the Employer is counted, not just time at the class or lecture, etc.

- B. Job related education leave shall be extended on a prorated basis to Regular Part-time employees who work at pre-determined schedule of twenty (20) hours per week or more.
- C. Permission for such job related education leave will not be unreasonably denied, so long as the employee submits a written request for job related education leave one (1) month in advance. The Employer will notify the employee in writing within two (2) weeks of receiving the request whether the leave will be permitted or denied. Where more employees have requested job related education leave than the Employer can release, such requests shall be granted by seniority, unless a less senior employee's request has been previously approved.
- D. Job related education leave is to be granted on a fiscal year basis. To be eligible for job related education leave the Regular Full-time or Regular Part-time employee must complete the probation period.
- E. A Regular Full-time, or Regular Part-time employee who requests job related education leave but is denied by the Employer may carry over their paid job related education leave to the following year. If the Employer wishes the employee to engage in an outside educational program, the Employer and the employee may mutually agree that this is charged against the employee's job related education leave. If the employee declines to engage in such job related educational program, the Employer has the option to withdraw the request or to require the employee to engage in such program in which event it is not charged against his or her job related educational leave, except that up to eight (8) hours in such employer mandated outside job related educational programs may be charged to the employees educational leave entitlement.
- F. The employee may be requested by the Employer to make a report on such job related education leave activities to his or her manager/director.
- G. IN-SERVICE EDUCATION  
When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use their best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts. In the event that such best efforts are unsuccessful, the Employer will meet with the Union for the purpose of working out a mutually acceptable solution.
- H. HOME STUDY  
As an alternative, and in lieu of time off with pay to attend courses, institutes, workshops or classes, employees eligible for educational leave may utilize up to two (2) days (sixteen [16] hours) of home study courses approved for continuing education credit by the Board of Registered Nursing or appropriate body, prorated in the case of Regular

Part-time employees. The content must be relevant to the employee's job. Pre-approval by the Manager is required.

In regard to Home Study, the following guidelines apply:

1. A maximum of two (2) eight-(8) hour days may be submitted for Education Leave.
2. The Home Study Course must be a minimum of six (6) contact hours of SRN or other appropriate credit. (Multiple one, two, or three hour courses are acceptable).
3. The request must be received at the time of schedule requests and not in conflict with meeting patient needs/staffing.

In order to receive Educational Leave pay:

1. The continuing education certificate (verification of Home Study) must be submitted to the Manager within six (6) weeks.
2. The course booklet and date of completion must be submitted to the Manager. This submission date is the date of the Education Leave Benefit.
3. A copy of the certificate must be placed by the employee in the Education File on the unit.

## **ARTICLE 20 – PAID TIME OFF (PTO) AND RESERVE SICK (RS)**

### **A. PAID TIME OFF PROGRAM**

#### **1. Eligibility and Coverage**

- (a) This Section A.1 of Article 20 and its PTO Program, as well as RS shall apply only to Regular Full-time and Regular Part-time employees. Limited Part-time, Per Diem, and Temporary employees are not eligible to participate in the PTO or RS program.
- (b) The PTO and RS program is in addition to jury duty pay, paid educational leave, and bereavement leave.

#### **2. Accumulation of Paid Time Off**

##### **(a) PTO Schedule**

Regular Full-time employees shall accrue PTO and RS in accordance with the schedule given below, based upon their continuous length of Regular employment.

- (i) From the first (1st) day of the described pay period through the pay period in which one (1) year of continuous Regular employment is completed.

Maximum PTO Hours Accrued per Pay Period	8.0 hrs.
RS Hours Accrued per Pay Period	1.85 hrs.

- (ii) From the beginning of the second (2nd) year of continuous Regular employment through the pay period in which the fourth (4th) year of continuous Regular employment is completed.

Maximum PTO Hours Accrued per Pay Period	9.5 hrs.
RS Hours Accrued per Pay Period	1.85 hrs.

- (iii) From the beginning of the fifth (5th) year of continuous Regular employment through the pay period in which the ninth (9th) year of continuous Regular employment is completed.

Maximum PTO Hours Accrued per Pay Period	11.0 hrs.
RS Hours Accrued per Pay Period	1.85 hrs.

- (iv) From the beginning of the tenth (10th) year of continuous Regular employment and during each year thereafter of such employment.

Maximum PTO Hours Accrued per Pay Period	12.62 hrs.
RS Hours Accrued per Pay Period	1.85 hrs.

- (b) For all Regular employees, PTO shall accrue based on all eligible paid and all flexed (cancellation) hours in a pay period in accordance with the maximum accrual schedules above, based upon their continuous length of Regular employment. “Eligible paid hours” and “flexed (cancellation) hours” include:

- (i) Actual Work Hours (not premium hours beyond the normally scheduled hours)
- (ii) Call Back Worked
- (iii) PTO or TAP Taken
- (iv) Jury Duty
- (v) Paid Education Leave
- (vi) Mandatory Training/In Service Hours
- (vii) Orientation
- (viii) Bereavement Leave
- (ix) Sitter (Actual Work Hours)
- (x) Holiday Pay
- (xi) Flexing or Cancellation
- (xii) Reserve Sick
- (xiii) Union Suspension/Investigatory (Paid)

RS accrues each pay period in which there are paid hours. Regular Part-time employees shall accumulate 0.93 RS hours each pay period, with a maximum RS accrual per 12 months of continuous employment of 24 hours.

B. RESERVE SICK (RS)

There shall be a maximum cap of two hundred forty (240) hours on the amount of RS that may be accumulated for future use. An employee with an RS balance above the two hundred forty (240) hour balance will not accrue additional RS until such time that the employee's balance falls below the two hundred forty (240) hour balance.

C. UNPAID ABSENCES

If an employee is on unpaid status with the Employer (e.g., unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/RS for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.

D. SCHEDULING AND USE OF PTO

PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, physical disability of three (3) scheduled workdays or less, and/or as secondary pay to supplement State Disability Insurance or Workers' Compensation, or any other reasons deemed appropriate by the employee.

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

1. Advance Requests for One Work Week or More of PTO

Employees shall submit their PTO preference dates in writing by February 1st of each year and the Employer shall post a schedule by March 1st of each year.

If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by employees, then the employee's seniority shall be the determining factor within each work area and classification.

2. Other PTO Requests

Requests for PTO that are not submitted under Section D.1 above shall be submitted in writing at least one week in advance of the posting of the schedule covering such day or days. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:

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



- (b) The Employer will use its best efforts to grant each employee who requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day. Where conflicts arise in the same work area, classification and shift, seniority will govern, but each employee (if possible, due to staffing and scheduling) shall be granted one of these two major holidays off before any employee is granted both major holidays. The holiday shift, for the purpose of this provision, is described in Section F.1 below.

3. When Advance Notice is Not Possible

Advance written request for the use of PTO is not required if the employee's own disability, or an emergency, necessitates an unplanned absence that was not requested and approved in advance of that day. In all such cases, the reason for the absence shall be given, and the employee shall follow the Employer or work area's requirements as to when and how notice is to be given. If such unplanned absences, except those covered or due to Workers' Compensation, F.M.L.A., or absences that are a direct result of a chronic illness covered under the Americans With Disabilities Act (A.D.A.) (whether paid or unpaid) without advance notice and approval exceed five (5) incidents within the prior twelve (12) months, the supervisor and the employee may meet to clarify the nature of the absences, and if determined to exceed acceptable behavior, counseling or disciplinary action may be taken. Consecutive days taken at one time are one incident of unplanned absence. Employees requested to meet with their supervisor are entitled to Union representation. The supervisor, in determining acceptable behavior, shall also consider whether a doctor's note was requested and provided, and shall not rely solely on the number of incidents.

- 4. PTO accrual shall be capped at four hundred (400) hours, and employees shall not accrue further PTO until the PTO account balance drops below four hundred (400) hours. The parties irrevocably waive any state mandated entitlements, including those contained in Section 227.3 of the Labor Code to higher PTO caps to the extent that the four hundred (400) hour accrual cap is less than one and one half (1 1/2X) the annual accrual.
- 5. Requests for PTO, regardless of seniority, will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual employees will not be granted if the employee still has PTO hours or RS whichever applies. Exceptions are:
  - (a) An employee can elect not to use PTO for a holiday scheduled off.
  - (b) An employee can elect not to use PTO for his/her own medical disability days preceding eligibility for RS.
  - (c) An employee can elect not to use PTO for a physical disability leave upon the exhaustion of RS, and, to request instead an unpaid leave.
  - (d) Employees who are on the NUHW Bargaining Team may elect not to use PTO to attend bargaining.

PTO requests shall not be unreasonably denied because of the season of the year.

E. USE OF RS

1. Employees may use RS for absences from work because of the employee's own physical disability generally after 40 consecutive hours of absence. If admitted to the hospital, from the first day of hospitalization or if undergoing an outpatient procedure requiring a four-or-more-hour stay at the provider location, from the day of the procedure the Employee may immediately access RS. Employees may use their accrued PTO to cover the first 40 hours of absence prior to engaging RS.
2. Reasonable medical or other verification or information may be requested by the Employer regarding unplanned absences or the use of RS. Such information or verification may also be required upon an employee's return from an illness or injury, or if the Employer believes a question exists as to the employee's ability to work.
3. PTO/RS is to be used in increments of eight (8) hours unless one of the following exists:
  - (a) Advance approval is obtained for less than eight (8) hours;
  - (b) The employee's regular shift is greater or less than eight hours, in which case PTO/RS hours equal to the shift shall be used; or,
  - (c) The employee is eligible for State Disability or Workers Compensation payments, in which case RS shall be integrated to supplement such payments; or,
  - (d) An emergency requires an employee's absence for less than a full shift, in which case the Employer may excuse the employee from the full shift, with equivalent PTO/RS hours being used, or it may require that the employee report back to work.
4. PTO/RS hours shall be paid at the straight-time rate in effect as of the date PTO/RS is used.
5. Upon termination from employment, employees shall be paid for all PTO hours accumulated but not taken. RS is not payable at separation of employment as it is a non-vested benefit.
6. In cases where an employee is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the employee shall apply for such benefits. To the extent that the disability payments do not equal the employee's normal wages, the employee's RS(or PTO if elected by the employee, if applicable) shall be used in an amount sufficient to equal but not exceed the employee's straight-time rate of pay for scheduled hours. Where RS/PTO is subject to integration with State Disability Insurance or Workers' Compensation, it shall be paid promptly even

if information as to the precise amount of State Disability Insurance or Workers' Compensation payments is not immediately available.

7. PTO/RS can only be used on scheduled workdays.
8. Upon one week's written notice from an employee, the PTO pay for which the employee is eligible for time off of two (2) weeks or longer shall be available to him/her immediately prior to the commencement of the employee's time off period. Further, if an employee's PTO time off covers more than one (1) pay period, there shall be separate checks for each pay period.
9. Within a reasonable time after an employee submits his or her request, not to exceed three (3) working days, the Employer will inform the employee as to the current amount of his or her PTO/ RS accrual.

F. PAY FOR HOLIDAYS WORKED

1. Recognized holidays for the purpose of this Section are as follows:
  - (a) New Year's Day
  - (b) Martin Luther King, Jr. Birthday (3rd Monday in January)
  - (c) President's Day (3rd Monday in February)
  - (d) Memorial Day (last Monday in May)
  - (e) 4th of July
  - (f) Labor Day (1st Monday in September)
  - (g) Thanksgiving Day
  - (h) Christmas Day
2. A Day, PM or Night shift employee works a holiday shift when the major portion of the shift falls on one of the above days.

If a Regular employee works one of the above holidays, the employee shall receive payment at time and one-half (1 1/2) the employee's straight-time rate for all hours worked on such holiday. Exceptions are:

- (a) If an employee requests Christmas Day and/or the following New Year's Day off, and is required to work both holidays, the employee shall receive two times (2X) his or her straight time rate for New Year's Day; or,
- (b) A Regular employee assigned to the p.m. shift may submit a request to observe the Christmas Day holiday on December 24 and/or observe the New Year's Day holiday on December 31. Such a request is to be submitted by the employee at least 30 days in advance of the holiday. If the employee's request is granted by the Employer and the employee is then scheduled off on December 24 and/or December 31, such day off shall constitute the employee's Christmas and/or

New Year's Day holiday off, and payment for work performed on December 25 and/or January 1 shall be a non-holiday.

## **ARTICLE 21 – STANDARD BENEFIT PLANS**

- A. Bargaining Unit Members shall be eligible to participate in the standard Hospital benefit plans, as amended from time to time, on the same terms, conditions and basis as other Hospital employees. The Hospital shall offer the following core benefit plans during the term of this Agreement: medical plan, dental plan, vision plan, long-term disability plans, life insurance, and a 401 (k) Plan with employer match of up to 3% of eligible compensation, as set forth in the Summary Plan Description.

The medical insurance option for Full-Time and Part-Time bargaining unit employees and their families will not require any bargaining unit member payroll contribution ("Free Plan"). For the term of the Agreement, this Free Plan is as set forth in the Parties Side Letter Regarding Medical, Pharmacy Benefits and Other Benefits.

With respect to the Free Plan, the Hospital will on an overall basis maintain substantially equivalent benefits with due regard to the economic challenges faced by the Hospital in maintaining such a plan. For the term of this Agreement, the Hospital reserves the right with notice, to change health plans where there is no increase in employee contributions and no decrease in benefit coverage levels. The Hospital will negotiate with the Union prior to implementing major changes to the medical plan.

- B. Notwithstanding the foregoing, for the term of the Agreement:
1. AHMC will match the existing medical benefit plan (EPO and PPO), including the existing co-pays and coverage levels, including the 35 mile radius and Special Transportation Exception, contained in the prior Collective Bargaining Agreement between NUHW and Seton Medical Center, dated November 1, 2016-October 31, 2019.
  2. AHMC will provide Pharmacy Benefits as set in the Side by Side Comparison provided on June 26, 2020.
  3. AHMC will provide the 401(k), Dental HMO, Dental PPO, Vision, Life and AD&D, Short and Long Term Disability as presented on July 1, 2020 in the pdf titled "2020-07-01 Pages from 2020 Benefits Guide Draft Master 3.0 (002)."

## **ARTICLE 22 – BEREAVEMENT LEAVE**

- A. DEFINITION OF FAMILY

Except as set forth herein, "immediate family," for purposes of this Section means spouse, children, sister, brother, parents, legal guardians, current parents-in-law,

grandparents, grandchildren, registered domestic partner-their parents and children, step relative (parent, child, sibling), and foster children.

- B. In the case of death of an immediate family member as defined above, the employee shall be entitled to an additional leave of absence of two (2) days without pay at the employee's request. The employee and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the employee may use PTO or take an unpaid leave at the Employer's discretion. The Employer will not unreasonably deny such requests.
- C. When a death occurs in the immediate family of a benefited employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within thirty (30) days of the death. Limited Part-time and Per Diem employees may be excused from work for up to three (3) days without pay.

## **ARTICLE 23 – LEAVES OF ABSENCE**

- A. The Employer follows all applicable state and local laws concerning leaves of absences. To the extent that state or federal law is amended to provide greater protection to an employee, the Employer shall abide by such amendment.

An employee who is on an approved Physical Disability Leave of Absence or a state or federal statutory protected leave will have his/her group health plan coverage continued during the leave, at the level and under the conditions coverage which would have been provided if the employee had not taken such leave. Beginning on the first (1st) day of the first full month during which an employee is no longer eligible for statutory protected leave, and does not return to his/her position the employee may elect to continue such group health plan coverage under COBRA by paying the cost of such coverage as provided under COBRA, subject to the terms, conditions and limitations of the federal COBRA statute.

### **B. MEDICAL LEAVE**

1. Employees who have completed ninety (90) days of employment shall be eligible for a leave of absence for medical reasons. Such leave(s) shall not exceed one (1) year in a rolling twelve-(12) month period, unless extended only by mutual agreement between the employee and the Employer, and shall run concurrently with any protected leave for which the employee is eligible.
2. In order to be eligible for medical leave, the employee must provide the Employer's Human Resources department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the employee is unable to perform his/her job duties due to the medical condition.

3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first (1st) day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

C. FMLA/CFRA

Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least one thousand two hundred and fifty (1250) hours within the twelve (12) months preceding the commencement of the leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such leaves shall be made available for:

1. The birth of the employee's child, or receipt of a child in foster care or adoption;
2. The care of an employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the employee's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.
3. A serious medical condition of the employee.
4. Care for an injured service member. An eligible employee who is the spouse, son, daughter, parent, next of kin or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible employees shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve (12) month period.

Upon return to work following a qualifying FMLA / CFRA leave, the employee shall be reinstated to the same position, classification, unit, and shift held by the employee at the time of the commencement of the leave.

D. PREGNANCY DISABILITY LEAVE

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California Law.

E. WORK-RELATED DISABILITY LEAVE

1. The Employer shall grant a leave of absence to an employee who is unable to work due to a work-related injury. During the leave, all health and welfare benefits shall

continue for up to one (1) year or to the date that the employee is deemed to be Permanent and Stationary, whichever occurs earlier.

2. The Employer shall make every reasonable effort to assist the employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the employee's former position upon release for work, or retraining to an available position with the Employer, if the employee is no longer able to perform the work of his/her former position.
3. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave.
4. An employee who, because of a work-related injury, is medically-determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such employee may be replaced.

F. VOLUNTARY LEAVES FOR DISASTER SERVICES

1. Policy Statement

When a significant disaster occurs, the Employer is committed to providing voluntary assistance to governmental agencies and non-profit agencies that may request our services. Response to all such requests must be approved in advance by the Employer's Chief Executive officer or designee. Voluntary leave for disaster service by employees will only be approved if such leave does not unduly impact the Employer's operations, including health care delivery to patients. Denial of such leave shall not be subject to the grievance and arbitration provisions of the Agreement.

2. Definition of "Disaster" and "Designated Agency"

A "disaster" is defined as an event officially declared as such by federal, state or local government or an agency designated by the IRS as a Section 501(c)(3) not for-profit, charitable organization (e.g. American Red Cross) a designated agency.

3. Employer-Initiated Requests for Voluntary Disaster Service

In cases where the Employer requests voluntary disaster service of their employees in response to requests in times of crisis from federal, state or local governmental entities or designated agencies as defined above, the following will apply.

- (a) Eligibility. Any employee will be considered eligible unless such employee has a documented record of current unsatisfactory job performance.

- (b) Procedures. Written agreement for leave for voluntary disaster service for up to thirty (30) calendar days in a calendar year may be obtained from the employee's manager provided that the number of employees absent for voluntary disaster service does not unduly impact the Employer's operations. Extension of voluntary service greater than thirty (30) calendar days in a calendar year must be approved by the appropriate vice president or his or her designee. In the case where the number of represented employees responding to an Employer-initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.
- (c) Compensation and Benefits. An employee who volunteers for disaster service in response to a request from the Employer on behalf of a governmental entity or designated agency will be reimbursed for actual hours of volunteer duty up to a maximum of eight (8) hours in a day and forty (40) hours in a week at the employee's regular rate of pay while performing volunteer disaster service.

Employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the expense of the Employer.

In order to receive compensation under this policy, the employee shall submit documentation of the hours of volunteer service for each day of volunteer duty.

- (d) Travel Expenses. Employees who volunteer for duty in response to an Employer-initiated request shall be covered by the provisions of the Employer's National Travel Policy.

#### 4. Employee-initiated Requests for Volunteer Disaster Service

When employees, on their own, wish to volunteer to assist during a disaster, the following will apply:

- (a) Eligibility. Any employee will be considered eligible unless such employee has a documented record of current unsatisfactory job performance.
- (b) Procedures. Written application for leave for voluntary disaster service for up to thirty (30) calendar days in a calendar year may be approved by the employee's manager. Requests for voluntary service greater than thirty (30) calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

The Employer will grant time off for short-term leaves of up to thirty (30) calendar days in a calendar year to eligible employees for official volunteer duty as long as the Employer receives reasonable notice, provided that the number of employees absent for voluntary disaster service does not unduly impact the Employer's operations. In the case where represented employees' request for



voluntary leave for disaster service exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.

- (c) Compensation and Benefits. An employee who requests and receives approval for leaves for voluntary disaster service on his or her own initiative, apart from any request to the Employer from a governmental entity or designated agency, will be on unpaid leave during the period of volunteer service, unless the employee elects to use accrued paid time off other than sick leave.

While on employee-initiated unpaid voluntary disaster service, employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the expense of the Employer, provided such leave is for a period of thirty (30) calendar days or less. After voluntary disaster leaves of thirty (30) calendar days or less, the employee will be reinstated into their regular position.

#### G. UNION LEAVE

One (1) employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the employee(s) will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.

Upon written notice from the Union to the Employer's Director of Human Resources, such notice to be given, if at all, not less than two (2) weeks prior to the posting of the monthly work schedule which includes the desired time off, one (1) employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting. The employee shall not suffer any loss of seniority or other benefits as a result of such leave.

#### H. MILITARY LEAVE

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

An employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an employee must be regularly scheduled to work twenty (20) or more hours a week, and must submit documentation to the Employer of his/her intention to take such a leave within two (2)

business days of receiving notice that the service member will be on leave for deployment.

I. OTHER LEAVES OF ABSENCE

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the employee and the Employer and if a real and compelling reason for time off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing and quality patient care.

J. RETURN TO DUTY

Unless otherwise specified above, when an employee returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an employee shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the employee returns in compliance with the approved terms of the leave, the Employer will use its best efforts, and will not unreasonably deny return of the employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the employee shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.

K. NOTICE TO REPLACEMENTS

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

L. NON-FORFEITURE OF ACCRUED RIGHTS

By reason of such leave of absence, the employee shall not lose any accrued rights under this Agreement but likewise he/she shall not accrue rights under this Agreement, unless otherwise provided for above.

## **ARTICLE 24 – PHYSICAL EXAMINATIONS**

All physical examinations required of employees in connection with their employment, according to the practice of the Employer, shall be given without charge, and all costs incident to those examinations shall be borne by the Employer. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the Employer to pay for any treatment which may be required as a result of any disease or condition disclosed during such physical examinations. Such examinations shall be without loss of pay, and shall include all laboratory, diagnostic and other clinical tests required by Title XXII or the Department of Health Services and/or the county in which the hospital operates and examinations and review of the employee's medical history by a physician or nurse practitioner. Any disclosures to the Employer by the physician or nurse practitioner concerning the results of such physical examination shall be limited to certification that the employee is physically able to perform the essential functions of his or her job.

## **ARTICLE 25 – JURY DUTY, WITNESS PAY AND VOTING TIME**

### **A. JURY DUTY**

An employee called for jury duty will receive the difference between jury pay and normal straight time earnings for jury service on any day on which the employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employer, the employee must notify the employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served. Jury duty served while on a leave of absence, while utilizing paid time off or on a day on which the employee is not scheduled to work will not be compensated.

### **B. WITNESS PAY**

An employee subpoenaed by the Employer to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day.

### **C. TIME OFF TO VOTE**

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the employee's supervisor. Where possible the employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

## **ARTICLE 26 – CAREER OPPORTUNITIES**

The Employer agrees to support opportunities for employees to attend educational activities in the health care field which are consistent with the goals, objectives and action plans of the Employer.

The Employer will provide the following educational opportunities:

### **A. TUITION ASSISTANCE**

The Employer will support continuing education and training of employees who participate in educational courses in the health care field including certifications, licensures and other training programs. Employees must apply for and receive written approval from the employee's department manager prior to commencement of the course, in order to be eligible for reimbursement, as provided below:

1. Eligibility

All regular full-time and regular part-time employees who have completed the probationary period and who maintain their status while taking such courses are eligible for Tuition Assistance.

2. Maximum Reimbursement

In any fiscal year (July-June) the maximum reimbursement for an eligible employee is two thousand dollars (\$2,000.00). The maximum amount that the Employer will be required to spend for tuition reimbursement as described above will be one hundred thousand dollars (\$100,000) per year for Seton Medical Center and Seton Medical Center Coastside combined. Where more employees have expressed an interest in participating in the plan than is financially feasible, eligibility will be determined by seniority.

Reimbursement will be limited to tuition, books, supplies, and uniforms (specific to training).

Reimbursement will be provided upon successful completion of the course, provided that the employee submits proof of satisfactory completion to the employee's department manager along with the request for reimbursement.

- B. This program is in addition to any educational leave to which an employee may be entitled.

## **ARTICLE 27 – COMMITTEES**

A. JOINT LABOR-MANAGEMENT COMMITTEE

1. Composition and Purpose

There shall be a Joint Labor-Management Committee of no more than four (4) representatives per facility appointed by the Employer and four (4) representatives and four (4) alternates appointed by the Union. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties.

The Joint Labor-Management Committee may develop procedures to address the following:

- (a) Identifying current and anticipated vacancies. In this review, the parties will consider whether and how to combine available hours to maximize full-time employment;
- (b) Projecting changes in the delivery of healthcare at each Hospital;
- (c) Identifying retraining opportunities for employees at the Hospitals;

- (d) Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in the classifications other than their own to avoid daily cancellations;
- (e) Identifying cross-training opportunities to minimize involuntary daily cancellations;
- (f) Identify systems to support effective reassignment processes such as float pools, cross-training programs, and employee lists by competencies;
- (g) Identifying new and creative recruitment sources;
- (h) Other opportunities to enhance recruitment, retention and retraining;
- (i) Impact on the workforce as a result of business changes that would result in closures, consolidations or shared entities.

In addition, the Joint Labor Management Committee may also consider the following subjects which include but are not limited to: appropriate education and training programs, child care issues, cultural diversity in the workplace, methods for improving scheduling and resolution of scheduling problems, and other issues the Committee deems appropriate.

This committee may recommend wellness programs at each facility that will (a) expand the participation of employees and dependents in current health and wellness initiatives, (b) develop new health and wellness initiatives, (c) develop positive means of encouraging greater levels of participation in health, wellness and safety initiatives such as annual vaccinations, and (d) explore potential plan re-design options which could result in more effective and efficient utilization of the health plan by employees and their dependents.

## 2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings up to a maximum of four (4) hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

## 3. Frequency of Meetings

Meetings of the Committee shall not be held more often than once every month except by mutual agreement.

4. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed, neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Labor Management Committee shall not be subject to Article 28 (Grievance and Arbitration) provisions of this Agreement. However, this paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article 28 (Grievance and Arbitration).

B. PATIENT CARE COMMITTEE

1. Quality Patient Care

The Employer and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. The Employer will establish a committee comprised of six (6) bargaining unit employees selected by the Union and six (6) representatives of the Employer selected by the Employer. In addition to the six (6) from each side, both the Union representatives and the Human Resource representatives may participate in Patient Care Committee meetings. The parties may mutually agree to expand the number of representatives to this committee as the need may arise.

2. Purpose

Monitoring the quality of patient services and making recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient services delivery.

3. Meetings

The Employer will allow four (4) hours every month of paid time for each employee member of the committee to attend meetings.

C. RESOLUTION OF ISSUES

1. Review Committee

If the Joint Labor-Management Committee or Patient Care Committee cannot reach agreement on a recommendation, the issue may be referred to a Review Committee of four (4) for consideration and recommendation. Two (2) representatives shall be selected by NUHW and two (2) by the Hospital. A majority of the Review Committee may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information before the Committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. The Review Committee may adopt recommendations by a majority vote of all four members of the Committee.

2. Recommendation Implementation Process

Recommendations approved by the Joint Labor-Management Committee, the Patient Care Committee or the Review Committee, will be forwarded to the appropriate Administrative Director of the Hospitals for implementation. Thirty (30) calendar days after receipt of a recommendation the appropriate Administrative Director will send the Joint Labor-Management Committee and/or the Patient Care Committee a written summary of progress and may, at the Joint Labor-Management Committee co-chair's request, attend the next Joint Labor - Management Committee meeting to report on progress.

3. Resolution of Staffing Issues

In the event the Review committee is unable to reach agreement on a recommendation concerning a staffing issue, a mutually agreed upon third-party neutral may be brought to join the Review Committee. In the event the Review Committee remains unable to resolve the staffing issue, the third-party neutral shall decide the final resolution which will be implemented. In reaching resolution, the third-party neutral must take into account area standards regarding staffing, state and federal laws, physician recommendations regarding quality of care, business needs and any other relevant information presented by the parties. In making a final decision on the issue presented by the Review Committee, based upon the information presented by the parties, the neutral third-party will be acting as a labor arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Hospital may seek to vacate the decision pursuant to applicable state and federal law.

4. Selection and Qualifications of Neutral Third Party

Unless the parties agree otherwise, the third party neutral shall be selected by alternative striking (first strike determined by lot) from one of the following five persons:

Tom Angelo  
Matthew Goldberg  
Charles Askin  
Ken Silbert  
William Engler

The parties shall equally share the fees of the third party neutral/arbitrator.

5. Impact on Other Units

Both parties agree that it is not their intent to make recommendations or resolutions that adversely impact any other bargaining unit.

Additionally, if the Employer grants any, other union similar rights to resolve staffing disputes, it will make every effort to include in such contract a provision that it is not

the intent of the parties to make recommendations or resolutions that adversely impact any other bargaining unit including the Union.

D. HEALTH AND SAFETY ISSUES

1. Compliance

The Employer will continue to comply with applicable federal and California laws and regulations pertaining to occupational safety and health, including their obligation, under the general duty clause, to provide a safe environment for employees.

2. Reporting Health Hazards by Employees

It is the duty of each employee to comply with all health and safety regulations of the Employer, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer. An employee's failure to comply with such health and safety regulations, or to promptly report a detected health or safety hazard, may result in disciplinary action.

3. Union Notification

The Union shall promptly notify the Employer of any potential health and safety hazards, violations or problems of which it is aware.

4. Remedying Health/Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to their attention by employees or the Union. If in the judgment of the employee or the Union, the Employer shall thereafter fail to remedy the situation, the employee or the Union shall be free to contact Cal-OSHA, or other state or federal authorities, for appropriate action. No adverse action shall be taken against any employee for reporting health and safety concerns to the Employer, to the Union, or to federal or state authorities. Disputes under this Section shall not be subject to Article 28 (Grievance and Arbitration) procedure of this Agreement, and shall continue to be subject to the applicable administrative procedures established by federal and/or California law. However, the issue of whether the Employer has met their obligation to meet with the Union under this Section shall be arbitrable.

The Union shall address Health and Safety Issues through the Joint Labor-Management Committee, or the Patient Care Committee, when involving patient services.

5. In-Service

The Employer shall continue to provide in-service or other training and information to employees concerning health and safety.



6. Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge and at a covered employee's request, if the employee's normal functions include exposure to blood, blood products, bodily fluids, or needle sticks or cuts by other sharps that may have patient blood, blood products, or bodily fluids on them. Such vaccine also will be provided to other employees, at their request if their normal functions do not include such exposure but the employee has an on-the-job needle stick or cut, as described.

## **ARTICLE 28 – GRIEVANCE AND ARBITRATION**

A. DEFINITIONS

In this Article the following definitions apply:

1. Definition of Grievance

Grievance means a dispute raised by an employee, the Union or the Employer concerning the interpretation or application of any provision in this Agreement. Unless otherwise provided in this Agreement, a violation of this Agreement is subject to this Grievance and Arbitration procedure set forth below.

2. Definition of Days

Days means calendar days. In this Article, whenever a period of time is specified the day of the event or action which commences the period shall not be included when calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

B. LIMITATION ON PRECEDENTS

Settlements reached with Shop Stewards in Step 1 of the grievance procedure shall not establish a precedent or a practice for future cases unless by specific written agreement signed by a Field Representative and by the Employer.

C. INFORMAL RESOLUTION OR THE INITIATING OF A GRIEVANCE

The Employer and the Union recognize that the goal of this grievance and arbitration procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. The employee or the Union Representative (Field Representative or Shop Steward) may first confer with the supervisor or with such other person as the Employer may designate and attempt to settle the matter.

1. Step 1

The Union must initiate the grievance procedure by completing and delivering a grievance form to the Director of Human Resources or designee within fourteen (14)

days of the date upon which the Union first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

A meeting to resolve the grievance shall take place within fourteen (14) days after the filing of the grievance.

In this meeting the parties shall engage in a full and frank discussion of their respective positions including the supporting rationale for their positions. A representative from the Director of Human Resources or designee will respond in writing within fourteen (14) days of the meeting.

D. TIMELINESS/FAILURE TO MEET GRIEVANCE TIMELINES

If the Employer does not timely respond to a Union or an employee grievance, the grievance shall automatically move to the next step.

E. EMPLOYER GRIEVANCES

Employer grievances shall be submitted at the Step 1 level in writing on the appropriate form directly to the Union's Field Representative. If requested, a Union Representative and a representative of the Human Resources Department shall meet in an effort to resolve the grievance within fourteen (14) days of the date of the written grievance. The Union shall provide an answer, in writing, within fourteen (14) days following the meeting, or within fourteen (14) days after the date of the Employer's grievance if no meeting is requested.

If the Union's Step 1 answer is not satisfactory, or if no answer is given within the specified time period, the matter shall be submitted to arbitration by written request of the Employer in accordance with the time limits set forth for a Union request for arbitration and subject to the provisions of Step 1 above and Section H below.

F. UNION PARTICIPATION

A representative of the Union, designated by the Union, has the right to prompt notice from the Employer of any grievances filed by individual employees.

A Union Representative and/or Steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

G. MEDIATION BY MUTUAL AGREEMENT AT ALL FACILITIES

Prior to arbitrating, the parties may submit any grievance to mediation by mutual agreement. However, such mediation shall not delay the arbitration.

## H. ARBITRATION

### 1. Demand for Arbitration

If the grievance is not resolved in Step 1, either party may proceed by submitting a written request for arbitration to the other party (a) within fourteen (14) days after the due date of the Step 1 response or (b) within fourteen (14) days following the receipt of the Step 1 response. A Union request for arbitration will be sent to the Director of Human Resources or designee.

### 2. Selection of Arbitrator

The Parties will select an arbitrator within seven (7) days of notice of intent to arbitrate. The parties will select an arbitrator by alternately striking a name from the following list of arbitrators:

Matthew Goldberg  
Robert Hirsch  
Barry Winograd  
Andria Knapp  
Richard Kagen  
John Kagel  
Frank Silver

The order of striking will be determined by the winner of a coin toss.

### 3. Arbitration Hearing and Decision

The arbitrator shall hear the submitted grievances as expeditiously as possible, and shall render a decision in writing within fourteen (14) days after the conclusion of the last hearing or submission of briefs, whichever is later.

### 4. Arbitration Fees and Costs

The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties, except in the case of a postponement that results in the cancellation of an arbitration date. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.

### 5. Arbitration Postponements and Cancellations

Either party has the right to one (1) postponement of a case. If the postponement results in a cancellation fee to the arbitrator, the proposing party shall pay the arbitrator's cancellation fee, unless a date is substituted at no additional cost.

6. Arbitrator's Authority

The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

7. Processing Grievances in Good Faith

Consistent with the Preamble of this Agreement, the parties agree that it is in everyone's best interests to address grievances in a timely, professional and ethical manner. With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement the Field Representative of the Union or Shop Steward may inspect relevant material in the employee's personnel file upon which the Employer will be relying. Such information will be provided in a timely manner. The Union may request other information it deems relevant to the processing of a grievance, and if the Employer is in agreement that the information is relevant, the Union will be provided with it. In the event of a disagreement on the appropriateness or relevance of any information requested, such disputes are not subject to the grievance procedure. This does not preclude either party from exercising its rights under any applicable Federal or California State laws.

8. Employee Participation

The Employer and the Union agree-that employees having direct knowledge of facts giving rise to a grievance should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure, and should be free from recriminations from either side for so

## **ARTICLE 29 – DISCIPLINE & DISCHARGE**

A. JUST CAUSE

The Employer may only discipline or terminate any employee for just cause.

B. PROGRESSIVE DISCIPLINE

Unless circumstances warrant severe actions, the Employer will utilize a system of progressive discipline. Progressive steps shall include verbal counseling, and/or warnings, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. Except where prohibited by law, if after a one (1) year period of time following the issuance of discipline, there has been no discipline of a similar nature, the disciplinary notice will be removed from the employee's record upon request

from the employee. Time spent on a leave of absence does not count toward the time frame to remove discipline from an employee's file.

C. INVESTIGATORY SUSPENSION

No employee shall be held in unpaid investigatory suspension or unpaid administrative leave status for more than seven (7) calendar days.

D. WRITTEN DISCIPLINARY ACTION

A written warning is a document designated as such by the Employer. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of Article 28 (Grievance and Arbitration).

E. DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES

1. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's personnel file.
2. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
3. In any case where the Employer and the Union agree to revise personnel record materials, the Employer shall, upon request, provide evidence of the revision.

F. WEINGARTEN RIGHTS

The following holding of the United States Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Employer when an employee, upon his or her request, is entitled to have a Union Representative (Field Representative or Union steward) present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The Employer will notify the employee of their right to Union representation prior to any investigatory interview where the Employer reasonably believes that such investigation may result in disciplinary action. The right to the presence of a Union Representative (Field Representative or Union steward) is conditioned upon a requirement that the Union Representative (Field Representative or Union steward) be available for participation in such investigatory interview within twenty-four (24) hours, excluding Saturday, Sunday, and holidays, of the employee's request for his/her presence.

## **ARTICLE 30 – FIELD REPRESENTATIVES’ VISITS & SHOP STEWARDS**

### **A. FIELD REPRESENTATIVES’ VISITS**

Duly authorized Union Field Representatives shall be allowed access to visit the facility at all times to ensure compliance with this Agreement and to conduct Union business. This right shall be exercised reasonably so as not to interfere with the Employer’s operations or the work of any employee. The Union Field Representatives shall advise the Director of Human Resources or his/her designee immediately, in person or by telephone, upon entering the campus of the departments and areas the representative will visit.

### **B. UNION SHOP STEWARDS/REPRESENTATIONAL LEADERS**

Union Stewards/Representational Leaders lead the representation work of the Union at the facility level. Both parties recognize the critical role of trained Union Stewards/Representational Leaders as the primary representatives of employees in grievances, discipline and other matters.

1. The Union shall provide the Employer with a written list of Union stewards after their designation, and shall notify the Employer of changes as they occur. The Union may designate one steward per facility as the Rep. Chair.
2. The functions of the Union steward include the authority to (1) settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances at Step 1 or 2 of the grievance procedure, and (3) to serve as a Union representative for Weingarten meetings.
3. Union stewards will be released without loss of pay to attend grievance and Weingarten meetings scheduled during working hours. Investigation of grievances by such stewards shall normally be conducted during non-working hours. Otherwise, Union stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the steward’s work shift, that time will be paid for by the Employer. Upon notification to the manager, if the Union steward wishes to schedule a meeting with an employee during the steward’s work shift, release time shall not be unreasonably denied.
4. Union stewards shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
5. The Employer’s designated representative will meet with two Union Representatives (Field Representative and/or Union Stewards) and any affected employee on any grievance or issue concerning this Agreement. If additional employee(s) or Union Representatives have firsthand facts to present as a witness concerning the Union’s

grievance issue, however, then such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.

6. Upon advance written request and subject to staffing and scheduling needs, the Employer will provide up to four (4) days without pay per calendar year to a Union steward for the purpose of participating in Union educational programs.
7. Upon proper advance notice, the Employer shall continue to exercise good faith efforts to release duly recognized shop stewards to leave their normal work to attend the monthly shop steward meeting. No more than four (4) hours of such release time per month will be allowed. Stewards not scheduled to work will not receive any pay for attendance at such meeting. The paid time spent at monthly steward meetings will not count towards overtime calculations. Within thirty (30) days of the ratification of the contract, the Union will provide to the Employer a schedule of the Union Steward's Council regularly scheduled meeting, for the next twelve (12) months (and will further submit a schedule on an annual basis for succeeding years of this Agreement). A maximum of one (1) steward for every twenty-five (25) bargaining unit employees shall receive the release time, not to exceed twelve (12).
8. Time spent attending arbitration hearings by shop stewards, grievants and witnesses called by the Union shall be unpaid.

C. EMPLOYEE REPRESENTATIVES TO UNION NEGOTIATING COMMITTEE

Upon proper advance notice, the Employer shall continue to exercise good faith efforts to release employees appointed to the Union's Negotiating Committee, subject to staffing, scheduling, and immediate patient care needs. A maximum of six (6) such employees who miss time worked from their regular work schedule due to attending negotiating sessions including caucuses shall be paid by the Employer for all hours missed from work up to the employee's regular scheduled work hours. Additionally, they shall suffer no loss of seniority, benefits or of paid time off accruals, including extended sick leave. Such release time shall not be counted towards the computation of overtime or any premium pay.

## **ARTICLE 31 – FAIR TREATMENT PROCESS**

The Employer may request that newly-hired bargaining unit employees voluntarily execute a Mutual Arbitration Agreement agreeing to be bound by AHMC's Fair Treatment Process ("FTP") with respect to any disputes not otherwise arbitrable under this collective bargaining agreement. Regardless of anything contained in the FTP or Mutual Arbitration Agreement, it is understood that claims may be brought before and remedies awarded by an administrative agency where law permits. Such administrative claims include, without limitation, claims or charges brought before the National Labor Relations Board. A covered employee will not be retaliated against, disciplined or threatened with discipline as a result of that employee exercising his or her rights under Section 7 of the National Labor Relations Act.

In the event there are conflicts between the FTP and the Collective Bargaining Agreement, the CBA shall be the controlling document. No retaliation or adverse action may be taken against anyone who exercises the option not to sign the FTP/Mutual Arbitration Agreement. Any employee who initially declines to sign the FTP/Mutual Arbitration Agreement may later elect this option with respect to any particular claim normally subject to the FTP/Mutual Arbitration Agreement and not otherwise arbitrable under this collective bargaining agreement, and will be informed of this right by the Employer. Nothing herein shall preclude any employee or the Employer from seeking to challenge or enforce the FTP, including the obligation to arbitrate.

## **ARTICLE 32 – NO STRIKE/NO LOCKOUT**

There shall be no strike, work stoppage or other interruption of work during the life of this Agreement by the Union or employees. During the life of this Agreement there shall be no sympathy strikes by the Union. Furthermore, the Union will not threaten to engage in any activity prohibited by this Article. Similarly, there shall be no lockout by the Employer during the life of the Agreement. Informational picketing is not prohibited if the Union provides a timely 8(g) notice; if its activity is limited to such picketing; and if the Union's 8(g) notice and other communications clearly say that its activity will be limited to such picketing.

## **ARTICLE 33 – CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS**

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operation in whole or in part, the Employer shall comply with the following:

### **A. NOTIFICATION**

The Employer shall notify the Union in writing at least sixty (60) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required.

### **B. SUCCESSOR**

This agreement shall be binding upon the Union and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies.

### **C. CONDITIONS AND LIABILITIES**

In the event the Employer desires to sell or otherwise transfer the establishment or engage in any future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this collective bargaining agreement and all its obligations thereof shall be binding upon any purchaser or transferee. Prior to taking any action described in this



provision, the Employer shall be liable for all the compensation and payment due and owing to the employees or the Union.

## **ARTICLE 34 – SEVERABILITY & SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

If a provision in this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

## **ARTICLE 35 – ORGANIZING RIGHTS**

The Employer and the Union agree to the following union recognition procedure. This procedure is intended to provide employees freedom of choice on the question of unionization. This Article applies solely to units to be organized at Seton Medical Center/Seton Coastside and no other hospital or facility.

### **A. STATEMENT OF PHILOSOPHY**

The Employer and the Union support the philosophy that positive relationships arise from shared creativity and responsibility; the recognition and protection of basic human rights of workers; and the representation of workers' interest in those decisions that affect them in a way that assures that their voice will be consistently and effectively heard.

The Employer also supports the right of workers to form and join an employee organization. They support their right to choose not to do so. It is important when employees are making such a choice that accurate information about the goals and vision of any organization that is seeking to represent them be available to the employees to assist them in making their decision.

### **B. NOTICE OF INTENT TO ORGANIZE**

When employees have begun signing union authorization cards in an appropriate unit, as defined herein, the Union shall promptly notify the Employer of the employees in that unit of its intent to organize a group of employees and identify an appropriate unit.

Within seven (7) days of the Union's notification to the Employer of its intent to organize an appropriate unit, the Employer and the Union will distribute a jointly signed reproduction of the Recognition Procedure as described herein.

### **C. APPROPRIATE UNIT DEFINED**

The parties agree that, except as provided herein, an appropriate unit is that which is defined by the National Labor Relations Board for healthcare providers. Appropriate bargaining units shall be as follows:

1. All professional employees, except physicians and registered nurses;
2. All technical employees, except those already included in existing units;

3. All home health non-professional employees;
4. All home health professional employees;
5. All residual service and maintenance employees; and
6. All Business Office Clerical Employees.

Bargaining units pursuant to this provision will be on a single facility basis, and shall be as set forth in the National Labor Relations Board Health Care Rules.

D. DETERMINATION OF MAJORITY STATUS/ELECTION

Upon presentation of the percentage of union authorization cards required by the NLRB to the NLRB from the employees in an appropriate bargaining unit, as defined above, employees in any of the appropriate bargaining units are entitled to petition for an election to be held by the NLRB in an expedient and timely manner.

The Employer and Union agree to the mutual goal of scheduling an election conducted by the NLRB within forty-five (45) days of the filing of the petition.

If, within three (3) weeks after filing the petition, the Board fails or is unable to schedule an election within forty-five (45) days, the parties shall meet and decide upon a third party to conduct and oversee the election process. The parties agree that the selection of the third party shall be from among Charles Askin, Boren Cherkov, Dan Altemus or any other mutually agreed upon third party based on the availability to adhere to the timelines set forth herein. The election shall be held within forty-five (45) days after filing the petition. The election will be conducted in a mutually agreeable location and manner and shall follow generally accepted NLRB guidelines.

Within five (5) days after the election is directed by the Board or alternative third party, the Employer will provide the Union with a list of the names, addresses, and current telephone numbers of employees in the appropriate unit the Union seeks to organize, subject to applicable laws.

The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where a majority of employees vote for NUHW representation, subject to applicable law. Such employees shall be accreted into and covered by this Agreement upon certification of the election results by the NLRB or third party. Where classifications are accreted into this Agreement that are not currently covered, the parties will meet and negotiate over their wages and other terms and conditions that are not already covered by this Agreement.

E. CODE OF CONDUCT

1. Employees shall be entitled to make a decision regarding union representation free from coercion, intimidation, promises, or threats.
2. The Employer and the Union agree that they will communicate only that which they believe to be factual and will do so in a way that does not personally attack officers,

executives, representatives, employees, or sponsors of either the Employer or the Union.

3. The Employer will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.
4. The Employer agrees that their authorized communication with employees regarding unionization shall take place in group meetings and that they shall not initiate one-on-one conversations with employees about Union representation. Employee participation in Hospital initiated group meetings for the purpose of discussing unionization shall be voluntary.
5. During the period following provisions of notice of "Intent to Organize" as described above, the parties will meet periodically to regulate adherence to the Code of Conduct.

F. DISPUTE RESOLUTION


Regardless of who conducts the election, the parties agree that they will use the rules and procedures approved by the National Labor Relations Board to ensure that a fair and representative election occurs in an appropriate bargaining unit as defined above among properly eligible employees, and that if the NLRB processes are utilized, that they will not abuse such processes for purposes of delay or any other improper purposes.

The parties agree that, upon filing of the petition with the Board, the Union and the Employer will meet promptly and will exert their best efforts to identify and resolve issues concerning supervisors, managerial employees, and confidential employees before a hearing is scheduled before the Board or third party. Should any disagreements arise that cannot be resolved between the parties, any such employee whose eligibility is in dispute at the time of the election shall be allowed to vote by challenge ballot. The NLRB or third party (whichever conducts the election or is chosen by the parties) shall have the authority to fully resolve any such disputes with respect to the inclusion or exclusion of any classification in the unit and the eligibility of any employee to vote. When so utilized, both parties agree to accept and be bound by all of the decisions of the third party or NLRB.

## ARTICLE 36 – TERM OF AGREEMENT

The Agreement shall be in effect November 30, 2020 through and including November 29, 2021. Either party may serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to expiration of the Agreement.


SETON MEDICAL CENTER / SETON  
MEDICAL CENTER COASTSIDE

  
SARKIS VARTANIAN

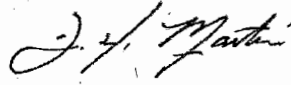
Interim CEO/COO

8/19/21

NATIONAL UNION OF HEALTHCARE  
WORKERS

  
Sal Rosselli  
President

8/24/21  
Date

  
Dan Martin  
Assistant to the President

## **NUHW BARGAINING COMMITTEE**

Christina Caridis  
Rad Tech V

Eduardo Castellon  
RCP I 12 HR

Nora Diaz  
Food Service Aide

Dee Ann Doody  
Console Operator

Sandra “Blondie” Hernandez  
ENV SVCS Tech

Suad Husary  
RCP III 12 HR

Teressa Klunis  
RCP II 12 HR

Daniel Malouf  
Rad Tech V

Jenneth Manalese  
Certified Nursing Assistant

Rosalie Murti  
SR LVN

Nina Ordoñez  
Certified Nursing Assistant

Juan Pedroza  
Retired

Karen Price  
Radiation Therapist

Lori Riccomini  
Office Coordinator SR

James Romero  
OR Tech SR

Lucy Wing  
Ultrasound Tech IV

## **APPENDIX A – SIDE LETTER AGREEMENTS**

### **1. SIDE LETTER FOR CLUSTER FLOATING FOR LVNS (SETON CAMPUS ONLY)**

- a. LVNs required to work on units other than their regularly assigned unit will be considered “Floating”.

An LVN required to float to another unit shall only float within nursing clusters as defined below unless the LVN wishes to float outside of the particular cluster.

b. Clusters

Critical Care	CCU, ICU
Telemetry/Medical Surgical	Floors 5, 6, 7, 9, 10
Surgical Department	Surgery, PACU, Outpatient Surgery
Women’s Health	OB/GYN, Nursery
Subacute	4th Floor

### **2. SIDE LETTER – MEDI-CAL PASS THROUGH PHASE OUT**

The parties agree that employees who are currently receiving the Medi-Cal pass through will be grandfathered in and continue to receive those amounts. Additionally, employees who previously received the Medi-Cal pass through payments but whose payments have been discontinued in the last year shall also be grandfathered in and will start receiving those amounts.

However, such employees shall not receive yearly across the board increases, step progression or market adjustments until such time as the employee’s base rate of pay and current Medi-Cal pass through amounts are equal to or exceed the effective collective bargaining wage grid. At such time, the Employee shall transition to the effective collective bargaining wage grid rate. Employees hired on or after the date of ratification of this Agreement shall be ineligible for the receipt of any Medi-Cal pass through as currently paid.

### **3. SIDE LETTER – RESPIRATORY CARE PRACTITIONER III ACTING LEAD**

The parties agree that a member of management will designate an Acting Lead for each shift. The Acting Lead shall first be offered to a Respiratory Care Practitioner III, and then a Respiratory Care Practitioner II, and then a Respiratory Care Practitioner I. The Acting Lead shall receive a differential of ten percent (10%) of base hourly pay for the shift in which the employee is designated as Acting Lead. Employees shall not receive this differential when they are not designated as Acting Lead by a member of management.

All grievances, demands for arbitrations, and/or unfair labor practice charges related to this matter shall be withdrawn. The Union is not precluded from enforcing this side letter post ratification.

4. SIDE LETTER – DIAGNOSTIC GENERAL SONOGRAPHER CAREER LADDER

Must perform in Ultrasound fifty percent (50%) of the time to be at the Sonographer level.

a. Sonographer 1

A Sonographer 1 must have one ARDMS registry in any specialty (abdomen or OB/GYN required). Competency must be demonstrated and maintained.

b. Sonographer 2

A Sonographer 2 must have two ARDMS registries in any specialty (abdomen or OB/GYN required). Competency must be demonstrated and maintained.

c. Sonographer 3

A Sonographer 3 must be registered and competent in three ARDMS in any specialty or two registries and a governed certification, such as NT Practitioner (meets the qualifications for Sonographer 2 plus any ARDMS registries or any governed certifications). Competency must be demonstrated and maintained.

d. Sonographer 4

A Sonographer 4 must be registered and competent in four ARDMS in any specialty or three registries and a governed certification, such as NT Practitioner (meets the qualifications for Sonographer 2 plus any ARDMS registries or any governed certifications). Competency must be demonstrated and maintained.

e. Professional Specialty Sonographer Modalities

- (i) OB/GYN or Abdomen (Required for hire as a Sonographer 1, both required for Sonographer 2)
- (ii) Breast
- (iii) Nuchal Translucency
- (iv) Neonatal/Pediatric Sonography
- (v) Musculoskeletal
- (vi) Vascular

5. SIDE LETTER – RADIOLOGIC TECHNOLOGIST CAREER LADDER

a. Radiologic Tech 1

Eligibility for the Radiologic Tech 1 classification requires demonstrated competency in one modality. This is an entry level position. The employee must obtain a fluoroscopy permit and venipuncture certification within six (6) months of employment. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

b. Radiologic Tech 2

Eligibility for the Radiologic Tech 2 classification requires demonstrated competency in two modalities or five (5) years' experience. This classification requires both a fluoroscopy permit and a venipuncture certification. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

c. Radiologic Tech 3

Eligibility for the Radiologic Tech 3 classification requires demonstrated competency in three modalities or ten (10) years' experience. This classification requires both a CA fluoroscopy permit and a CA venipuncture certification. Must have CRT and ARRT and meet all CDPH Radiologic Health Branch regulatory requirements.

d. Radiologic Tech 4

Eligibility for the Radiologic Tech 4 classification requires demonstrated competency in four modalities or fifteen (15) years' experience or competency in any of the following: Interventional Cath Lab Technology, Interventional Radiology Technology, MRI, CT, or Mammography. This classification requires both a CA fluoroscopy permit and a CA venipuncture certification (Interventional Cath Lab Technologists are not required to have venipuncture certification).

e. Radiologic Tech 5

Eligibility for the Radiologic Tech 5 classification requires demonstrated competency in four modalities, or ten (10) years' experience or competency in Interventional Cath Lab Technology, Interventional Radiology, Nuclear Medicine, MRI, CT, or Mammography. The Radiologic Tech 5 classification requires advanced certification in the primary modality worked. (For the Interventional Cath Lab Technologist, this can include being ACLS certified and qualified to be part of the stemi-response team.) This classification requires both a CA fluoroscopy permit and a CA venipuncture certification (Interventional Cath Lab Technologists are not required to have venipuncture certification).

f. Professional Modalities

- (i) General Diagnostic
- (ii) MRI
- (iii) CT
- (iv) Mammography
- (v) Ultrasound
- (vi) Interventional Radiology
- (vii) Nuclear Medicine
- (viii) Interventional Cath Lab



6. SIDE LETTER – OPERATING ROOM TECHNOLOGIST CAREER LADDER

a. Operating Room Tech I

Eligibility for the Operating Room Tech I classification requires completion and passing from an accredited Operating Room Technician School and/or military program. This is an entry level position. If not already certified, the employee must obtain certification within one (1) year of employment. Must obtain BLS certification before employment at Seton Medical Center.

b. Operating Room Tech II

Eligibility for the Operating Room Tech II classification requires demonstrated competency in four (4) specialties and at least two (2) years experience. The employee must have obtained and maintained certification as an Operating Room Technician, Certified Operating Room Technician (CORT). BLS certification required.

c. Operating Room Tech, Senior

Eligibility for Operating Room Tech, Senior classification requires demonstrated competency in at least seven (7) surgical specialties and at least four (4) years' experience. Employee does not scrub hearts. Employee must be a Certified Operating Room Technician. BLS certification required.

d. Operating Room Tech, Senior plus hearts

Eligibility for Operating Room Tech, Senior plus hearts classification requires demonstrated competency in at least seven (7) surgical specialties and at least eight (8) years' experience. In addition, the employee must scrub cardiothoracic services line including open heart and CABG (coronary artery bypass graft) procedures. The employee must have obtained and maintained certification as an Operating Room Technician, CORT. BLS certification required.

e. Training

When there is a scrub position opening on the heart team, Seton Medical Center OR will train an OR Tech, Senior to scrub cardiothoracic, CABG and open heart procedures. The ORT will be trained by an experienced heart scrub nurse, OR Tech, Senior or combination of both. Once the trainee has completed ten (10) procedures, the trainee, the trainer(s) and the manager/director will meet to discuss the progress of the trainee. We will evaluate whether the trainee can independently function as an ORT during cardiothoracic cases. If all agree that the ORT is proficient in all cases, the trainee will have completed their training and be expected to function independently on these cases. When the next heart call schedule comes out, the ORT will be placed on the call schedule prescribed by the rules that are followed in the OR for call. The ORT will no longer be required to take general call if they are meeting their obligation of taking heart call. The ORT can take call on both schedules, should they so choose, as long as the heart call schedule is completely covered. Call is

required on the heart call schedule and, once the ORT is independently functioning as a cardiac team member, the primary duty as it relates to call, is to cover the heart call, as needed.

f. Specialties

- (i) General/Urology
- (ii) Ortho/Podiatry
- (iii) Spine
- (iv) Neuro
- (v) Vascular
- (vi) Eyes
- (vii) ENT
- (viii) Cardiothoracic
- (ix) CABG, Open Heart
- (x) OB/GYN
- (xi) Plastics

The parties agreed to certain market adjustments as a result of this Agreement that are effective the pay period beginning March 26, 2017.

7. SIDE LETTER – RESERVE SICK (EXTENDED SICK LEAVE) CARRY OVER FROM VERITY EMPLOYMENT

Those current bargaining unit employees, who were formerly employed by Verity Seton, hired by AHMC at the close of the transaction will have their RS banks preloaded as follows:

a. Full-Time Employees

0-2 Years	the lesser of 50 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
3-4 Years	the lesser of 80 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
5-9 Years	the lesser of 100 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
10-14 Years	the lesser of 130 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
15-19 Years	the lesser of 150 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
20+ Years	the lesser of 180 hours or ESL balance as of August 13, 2020 as Verity Seton Employee

b. Part Time Employees

0-2 Years	the lesser of 25 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
3-4 Years	the lesser of 40 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
5-9 Years	the lesser of 50 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
10-14 Years	the lesser of 65 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
15-19 Years	the lesser of 75 hours or ESL balance as of August 13, 2020 as Verity Seton Employee
20+ Years	the lesser of 90 hours or ESL balance as of August 13, 2020 as Verity Seton Employee

Per Diems shall not receive preloaded RS.

8. SIDE LETTER – CLARIFICATION FOR SENIOR UNIT COORDINATOR

When a unit coordinator achieves 20 (twenty) years of service the coordinator shall be reclassified as a senior unit coordinator. It is not Necessary to bid for the position.

9. SIDE LETTER – RESPIRATORY CARE PRACTITIONER III CLINICAL LADDER

**Letter of Understanding  
Respiratory Care Practitioner III Clinical Ladder  
Respiratory Services Department  
Seton Medical Center and SEIU, United Healthcare Workers West**

This agreement is entered into by and between Seton Medical Center, and SEIU, United Healthcare Workers West, hereafter referred to as "the parties. The parties agree that the criteria specified in the attached document, Respiratory Care Practitioner III Clinical Ladder (pages 1 through 4), identify the terms, conditions and requirements for the Respiratory Care Practitioner III classification, hereafter referred to as Respiratory Care Practitioner III Clinical Ladder.

The parties agree that the effective date for implementation of the Respiratory Care Practitioner III Clinical Ladder is October 15, 2006.

The parties acknowledge that the criteria for this Respiratory Care Practitioner III Clinical Ladder is newly established, and may be subject to discussion between the parties regarding modifications and/or changes. Accordingly, within the first year of implementation, upon 30 days written notice by either party, the parties will meet to discuss any further change identified by either party.

The parties mutually agree that this agreement does not change or modify any provision of the collective bargaining agreement. It is further understood and agreed by both parties that this agreement shall not constitute precedent for either party, nor shall either party use any portion of this agreement in any pending or future case of a similar or dissimilar nature.

<i>Suad Husainy</i> 9-14-06	<i>Rala Shoria</i> 9-14-06
SEIU, United Healthcare Workers West	Seton Medical Center
<i>Joe Vigena</i> 9-14-06	<i>Andrey Kost</i> 9/14/06
<i>Kevin</i> 9/14/06	<i>Theresa Robinson</i> 9-14-06

## **RESPIRATORY CARE PRACTITIONER (RCP) III CLINICAL LADDER**

September 13, 2006

### **DEFINITION**

The RCP III clinical ladder provides a reward system to offer recognition and promotional opportunities for RCPs who have excelled in clinical practice, leadership and professionalism.

### **ASSUMPTIONS OF THE RCP III PROGRAM**

1. The RCP III role is applicable to staff Respiratory Care Practitioner who demonstrates excellence in the practice of Respiratory Care.
2. The RCP III is able to provide excellent patient care in a safe environment through innovative use of knowledge, experience and leadership.
3. The RCP III is a clinical role model and resource available to staff Respiratory Care Practitioners on all shifts.
4. The RCP III serves as a role model, teacher and mentor for all staff.
5. The RCP III coordinates and utilizes facility and community resources to meet patient and family needs.

### **MINIMUM QUALIFICATIONS**

1. 3 years of clinical experience in acute and critical care as a Respiratory Therapist.
2. 2 years clinical experience at Seton Medical Center.
3. Registered Respiratory Therapist Credential.
4. Regular benefited position of at least 48 hours per pay period.
5. Current California RCP license.
6. Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS) and Neonatal Resuscitation Program (NRP). Pediatric Advanced Life Support (PALS) preferred.
7. Performance of all essential duties of a RCP II including but not limited to Critical Care, Emergency Department, Newborn Nursery, Subacute Care, Skilled Nursing Unit, Charge Therapist Assignment and assisting with students during clinical rotations.
8. Performance of bronchoscopy assistance or adult emergent intubation.
9. Active involvement with a professional organization or community program promoting Respiratory Care.
10. Effective communication towards staff, patients, physicians and others.

## APPLICATION PROCESS FOR RCP III

### GENERAL GUIDELINES

The RCP III applicant shall meet with the Respiratory Manager and current RCP IIIs at the beginning of the application process.

Applications shall be submitted to the RCP III Committee by April 15 or by October 15 each year.

The RCP III Committee shall review all applications and interview the applicant within approximately 3 weeks of receipt of the application.

The RCP III Committee shall be comprised of the following members:

- Medical Director
- Director
- Manager
- 2 RCP IIIs

### APPLICATION

Application packet shall include:

- Documentation of the minimum requirements to apply for RCP III
- Two letters of recommendation
  - One from a Pulmonologist
  - One from a manager or a peer that can testify to the RCP III applicant's ability to perform at the RCP III level
- Documentation of Teaching Activity\*
  - Include description of program, objectives, subject matter, method of teaching, and list of attendees' signatures
- Documentation of Leadership Activity\*
- Documentation that shows past demonstration of exceptional performance as a RCP II and a summary of the previous year's accomplishments
- Documentation of active involvement with a professional organization or community program promoting Respiratory Care
- Future goals that are objective, attainable, measurable and time-limited

Note: The same activity shall not be used to fulfill any two requirements

## \* EXAMPLES OF TEACHING AND LEADERSHIP ACTIVITIES

### \*Teaching activities may include the following:

- Formal or informal in-service programs for staff, students or the community
- Department specific orientation for new RCPs
- Annual and/or semi annual competencies for Respiratory Staff
- Respiratory orientation for new nursing staff
- Annual and/or semi annual competencies for nursing staff
- In-services for the Respiratory Department
- Attends a Respiratory related conference or seminar and conducts a staff RCP in-service based on the knowledge learned

### \*Leadership may include the following:

- Participates in Performance Improvement activities as assigned by the Manager
- Special leadership projects mutually agreed upon by RCP III applicant and Respiratory Manager

## ANNUAL RE-EVALUATION AND RE-APPLICATION PROCESS FOR RCP III

1. The RCP III shall submit documentation substantiating maintenance of the following for the past 12 months:

- RCP III minimum qualifications
- Teaching Activities \*
- Leadership Activities \*
- Goals that were stated in the previous year's process for initial application or re-evaluation / re-application for RCP III \*

1. The aforementioned documentation shall be submitted to the review committee by April 15 or October 15.

2. The RCP III committee shall review the RCP III's documentation for re-evaluation and re-application for RCP III as mentioned in step 1 above to determine if the status of RCP III has been met and sustained in the last 12 months.

3. The committee members shall be comprised of the following:

- Director
- Manager
- Medical Director
- Two RCP IIIs

4. The recommendation to retain or to revoke the RCP III level shall be made by the committee members.

5. If revocation is recommended by the committee, the RCP III shall be allowed 14 days upon receipt of the notification to appeal the decision. During this 14-day period the RCP III shall retain the RCP III status.

\* Refer to the APPLICATION PROCESS FOR RCP III for details delineating Teaching Activities, Leadership Activities and Goals.



## APPENDIX B – WAGE SCALE

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 30, 2020								
Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Admitting Coord	27.6839	28.2827	28.8966	29.4955	30.1094	30.7081	31.3177	31.9192
Anesthesia Tech	34.7451	35.4035	36.0619	36.7204	37.3787	38.0370	38.6955	39.3539
Anesthesia Tech, Senior	42.7741	43.4110	44.0615	44.7121	45.3766	46.0548	46.7332	47.4309
Bed Control Coord	27.6839	28.2827	28.8966	29.4955	30.1094	30.7081	31.3177	31.9192
Cardiology Tech	29.7976	30.4801	31.1469	31.8297	32.4963	33.1790	33.8457	34.5283
Cardiopulmonary Rehab Aide	28.1412	28.6457	29.1505	29.6551	30.1599	30.6645	31.1692	31.6218
Cath Lab Service Tech	43.6415	44.2212	44.8009	45.3806	45.9603	46.5400	47.1197	47.6995
Central Serv Tech I	26.6676	27.1327	27.5979	28.0631	28.5282	28.9933	29.4583	29.9565
Central Serv Tech II	27.7344	28.2245	28.7147	29.2045	29.6946	30.1847	30.6747	31.1649
Cert Nursing Assistant	26.4384	26.9061	27.3740	27.8418	28.3096	28.7773	29.2452	29.7130
Client Service Rep	27.9523	28.4961	29.0401	29.5841	30.1114	30.6554	31.1992	31.7431
Clinical Lab Tech	29.5739	30.0893	30.6191	31.1486	31.6782	32.2078	32.8768	34.4796
Console Operator	24.6459	25.1716	25.6973	26.2229	26.7332	27.2588	27.7847	28.3103
Cook	28.0315	28.5853	29.1529	29.7343	30.3156	30.9110	31.5199	32.1430
Cyto Tech	51.2673	52.3946	53.7412	55.0879	56.4344	57.7810	59.1276	57.9322
Cyto Tech SR	56.0698	57.2986	58.5398	59.7687	60.9843	62.2132	63.4544	64.6703
Data Entry Clerk	24.1472	24.5705	25.0091	25.4325	25.8709	26.2943	26.7328	27.1561
Dietary Clerk	26.5057	26.9428	27.3966	27.8336	28.2873	28.7243	29.1782	29.6152
Driver	23.7910	24.0754	24.3599	24.6444	24.9289	25.2134	25.4979	25.8721
Echo Tech I	54.0350	55.0435	56.0519	57.0604	58.0689	59.0774	60.0859	61.0872
Echo Tech II (RDMS)	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Env Svc Tech	23.8086	24.1713	24.5342	24.8971	25.2749	25.6377	26.0006	26.3634
ER Tech	25.3841	25.8157	26.2471	26.6788	27.1258	27.5573	27.9889	28.4204
File Clerk	23.6490	24.0573	24.4503	24.8587	25.2669	25.6752	26.0683	26.4766
Film-File Clerk, Lead	26.5057	26.9524	27.4144	27.8610	28.3232	28.7696	29.2319	29.6784
Food Service Aide	23.8341	24.2321	24.6455	25.0434	25.4414	25.8395	26.2528	26.6506
Histo Tech	40.9902	41.6440	42.2823	42.9361	43.5745	44.2283	44.8666	45.5204
Hospital Attendant	24.6998	25.1382	25.5765	26.0150	26.4382	26.8766	27.3148	27.7532

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 30, 2020								
Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Instrument Tech	29.7976	30.3223	30.8471	31.3719	31.8967	32.4215	32.9463	33.4710
Inventory Clerk	24.9270	25.3382	25.7492	26.1603	26.5714	26.9826	27.3938	27.8048
Lab Asst I/Clerk	25.5195	25.9555	26.3917	26.8276	27.2634	27.6994	28.1355	28.5714
Lab Asst II/Phlebotomist	27.2596	27.7536	28.2476	28.7417	29.2357	29.7298	30.2238	30.7502
Lab Asst III/ Phlebotomist+Processing	28.1018	28.6214	29.1412	29.6608	30.1806	30.7003	31.2199	31.7397
Library Asst	24.4049	24.8541	25.3032	25.7524	26.2016	26.6506	27.0998	28.5522
Linen Service Worker	24.1505	24.5098	24.8689	25.2283	25.6027	25.9620	26.3213	26.6808
LVN	34.4889	35.1138	35.7388	36.3638	36.9888	37.6138	38.2389	38.8954
LVN, Senior	36.2134	36.9983	37.7832	38.5681	39.3529	40.1378	40.9227	41.7444
Mail Clerk	23.6490	24.0573	24.4503	24.8587	25.2669	25.6752	26.0683	26.4766
Med Rec Clk II	26.8643	27.3586	27.8531	28.3475	28.8420	29.3364	29.8309	31.2152
Med Rec Clk III	27.9452	28.4890	29.0328	29.5765	30.1038	30.6475	31.1912	31.9822
Med Transcriber	32.0669	32.7603	33.4538	34.1472	34.8560	35.5494	36.2429	36.9363
Medical Assistant	26.4967	26.9547	27.5498	28.0689	28.6182	28.9999	31.2282	31.2282
Monitor Tech	27.3644	27.8400	28.3156	28.7911	29.2667	29.7424	30.2180	30.6937
MRI Tech	53.3935	54.1863	54.9789	55.7717	56.5645	57.3571	58.1499	58.9560
Neurology Tech	35.2272	35.9292	36.6467	37.3793	38.1271	38.8903	39.6534	41.4392
Nuc Med Asst	34.9118	35.5443	36.1770	36.8097	37.4424	38.0750	38.7078	39.3722
Nuc Med Tech	56.8271	58.0427	59.2583	60.4740	61.6896	62.9053	64.1207	65.3363
Nursing Asst I	24.6998	25.1382	25.5765	26.0150	26.4382	26.8766	27.3148	27.7532
Office Assistant	26.8009	27.2942	27.7873	28.2806	28.7739	29.2673	29.7605	31.1415
Office Coord	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Office Coord, Senior	30.0494	30.0494	30.6183	30.6183	31.1724	31.7114	32.2504	36.4427
OR Attendant	27.4443	27.9302	28.4162	28.9020	29.3722	29.8581	30.3440	30.8299
OR Tech I	36.2675	36.9492	37.6310	38.3128	38.9946	39.6761	40.3579	41.0786
OR Tech II	36.6573	37.3281	38.0019	38.6753	39.3828	40.0557	40.7279	41.4390
OR Tech, Senior	44.0574	45.3791	46.7405	48.1427	49.5870	51.0746	52.6068	54.1850
OR Tech, Senior/heart	44.9128	46.2602	47.6480	49.0774	50.5497	52.0662	53.6282	55.2371
Pathology Asst	36.6573	37.3215	37.9859	38.6501	39.3145	39.9787	40.6430	41.3408
Pharmacy Tech	28.9859	29.5148	30.0440	30.5729	31.0864	31.6153	32.1444	32.6734
Pharmacy Tech, Sr	31.0215	31.5552	32.0891	32.6228	33.1408	33.6747	34.2084	34.7894

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 30, 2020								
Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Pre-Admissions Registrar	27.8707	28.4736	29.0917	29.6945	30.3126	30.9155	31.5292	32.1347
PT Aide	26.8594	27.3208	27.7821	28.2435	28.6876	29.1490	29.6103	30.0717
PT Asst	34.6862	35.6442	36.6304	37.5885	38.5606	39.5327	40.5048	41.4770
Pulmonary Function Tech	44.1417	44.8328	45.5240	46.2150	46.9062	47.6101	48.3012	48.9923
R.O.I. Tech	27.9523	28.4961	29.0401	29.5841	30.1114	30.6554	31.1992	31.8091
Rad Tech I	44.1315	44.7178	45.3039	45.8901	46.4764	47.0626	47.6486	48.2351
Rad Tech II	48.0481	48.8026	49.5570	50.3114	51.0659	51.8204	52.5749	53.3293
Rad Tech III	49.4894	51.1553	52.8211	54.4870	56.1529	57.8189	59.4846	61.1505
Rad Tech IV	57.9573	59.3943	60.8748	62.3844	63.9374	65.5340	67.1597	69.2933
Rad Tech V	59.6960	61.1761	62.7010	64.2560	65.8555	67.5001	69.1744	71.3721
Radiation Therapist	58.7076	59.8798	61.0850	62.3066	63.5449	64.8163	67.4083	71.4365
Radiology Aide	24.4824	24.9030	25.3235	25.7441	26.1488	26.5694	26.9899	27.4105
Radiology Asst	38.3012	38.9952	39.6894	40.3835	41.0776	41.7716	42.4658	43.1947
Radiology Tech Asst	34.9118	35.5443	36.1770	36.8097	37.4424	38.0750	38.7078	39.3722
RCP I (Unreg)	42.1139	43.3717	44.6728	46.0028	47.3763	48.7931	50.2532	52.0171
RCP II (Reg)	47.0171	48.4456	49.8741	51.3026	52.7311	54.1596	55.5880	57.0165
RCP III	49.1394	50.6504	52.1320	53.6282	55.1245	56.6059	58.1020	59.5835
Receptionist	24.6459	25.0780	25.5254	25.9577	26.4052	26.8374	27.2848	27.7170
Registrar/Admitting Officer	26.3808	26.9050	27.4165	27.9281	28.4267	28.9383	29.4497	30.0251
Respiratory Care Aide	24.6998	25.1296	25.5460	25.9758	26.3788	26.8085	27.2247	27.6546
Restorative Aide (CNA)	26.4076	26.8621	27.3166	27.7711	28.2256	28.6800	29.1346	29.5891
Restorative Aide (not CNA)	25.9348	26.3998	26.8650	27.3302	27.7954	28.2604	28.7254	29.1426
Secretary	26.5057	26.9896	27.4735	27.9573	28.4563	28.9401	29.4240	29.9078
Simulation Therapist	58.7076	59.8712	61.0819	62.2924	63.5502	64.8080	67.3865	71.2542
SNF Staff RN	58.7076	61.1759	63.6440	66.1124	68.5806	71.0488	73.5170	75.9853
Staffing Clerk	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Storekeeper	24.5330	24.9109	25.2889	25.6667	26.0447	26.4226	26.8006	27.1367
Transporter	25.1794	25.5797	25.9801	26.3804	26.7809	27.1955	27.3957	28.6254
Ultrasound Tech I	56.5366	57.5918	58.6468	59.7020	60.7572	61.8124	62.8676	63.9153
Ultrasound Tech II	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Ultrasound Tech III	59.9687	61.9858	64.0190	66.0360	68.0532	70.0863	72.1033	74.1045

EFFECTIVE FIRST FULL PAY PERIOD AFTER NOVEMBER 30, 2020								
Seton - Job Title	Start	1 yr	2 yr	3 yr	4 yr	5 yr	8 yr	10 yr
Ultrasound Tech IV	61.7677	63.8454	65.9396	68.0171	70.0948	72.1889	74.2664	76.3276
Unit Coordinator	25.6090	25.9829	26.3705	26.7579	27.4225	28.1008	29.4988	30.9664
Unit Coordinator, Sr	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414	31.7414
Vascular Tech II	58.2269	60.1915	62.1560	64.1208	66.0853	68.0499	70.0145	71.9582
Waiter/Waitress	23.5372	23.9302	24.3383	24.7315	25.1244	25.5175	25.9256	26.3187
Dietary Clerk II	28.7496	28.9463	31.4815	32.2464	33.0113	34.7924	34.9782	36.3987
Centralized Scheduler	27.9523	28.5570	29.1768	29.7815	30.4013	31.0061	31.6259	32.8051
Bed Control Lead	30.4523	31.1110	31.7863	32.4451	33.1204	33.7790	34.4494	35.1111
Cook Lead	30.8347	31.4438	32.0681	32.7077	33.3472	34.0020	34.6719	35.3573
Echo Tech II Lead	64.0496	66.2107	68.3716	70.5328	72.6938	74.8549	77.0160	79.1540
Env Svc Tech Lead	26.1894	26.5885	26.9877	27.3868	27.8024	28.2014	28.6006	28.9997
Food Service Lead	26.2175	26.6553	27.1100	27.5478	27.9856	28.4234	28.8780	29.3157
Histology Tech Lead	45.0892	45.8084	46.5105	47.2297	47.9319	48.6512	49.3533	50.0724
Inventory Clerk Lead	27.4197	27.8720	28.3242	28.7764	29.2285	29.6809	30.1332	30.5852
Linen Service Worker Lead	26.5655	26.9607	27.3558	27.7512	28.1630	28.5582	28.9534	29.3489
Med Transcriber Lead	35.2736	36.0364	36.7992	37.5619	38.3416	39.1044	39.8672	40.6299
Nuc Med Tech Lead	62.5098	63.8469	65.1841	66.5214	67.8586	69.1958	70.5327	71.8700
Rad Tech III Lead	54.4384	56.2708	58.1032	59.9357	61.7682	63.6007	65.4330	67.2656
Radiology Asst Lead	42.1314	42.8948	43.6583	44.4218	45.1853	45.9487	46.7124	47.5142
SNF Staff RN Lead	64.5784	67.2935	70.0084	72.7236	75.4387	78.1537	80.8687	83.5838
Staffing Clerk Lead	30.7475	31.4127	32.0945	32.7597	33.4414	34.1067	34.7885	36.0856
Ultrasound Tech III Lead	65.9655	68.1844	70.4209	72.6396	74.8586	77.0950	79.3137	81.5150

## APPENDIX C – BENEFIT PLAN DESCRIPTIONS

### DENTAL

#### CIGNA DENTAL HMO (DHMO)

The DHMO Plan offers the convenience of scheduled copays for specific procedures. There are no deductibles or annual out-of-pocket maximums. You are responsible for your copay per covered service. Your DHMO coverage is insured through Cigna Dental care. You will receive an ID card if enrolled in this plan.

### DENTAL

PLAN BENEFITS	CIGNA
<b>Annual Maximum</b>	Unlimited
<b>Deductible</b>	None
<b>Office Visits</b>	\$5 copay
<b>Preventive</b>	
• D0120 Exams	No Charge
• D0210 X-Rays (limit one every three years)	No Charge
• D1110 Prophylaxis (adult)(limit two per calendar year)	No Charge
• D1120 Prophylaxis (child) (limit two per calendar year)	No Charge
• D1206-1208 Topical Fluoride*	No Charge
• D1351 Sealants - per tooth	\$7 copay
<b>Restorative Services</b>	
• D2140-61 Amalgam Filling 1-4 Surface	No Charge
• D2391 Resin Based Composite (1 Surface Posterior)	\$45 copay
<b>Periodontics</b>	
• D4210 Gingivectomy per quadrant	\$100 copay
• D4260 Osseous Surgery per quadrant	\$250 copay
• D4341 Scaling and Root Planning per quadrant (four or more teeth per quadrant)	\$35 copay
<b>Endontics</b>	
• D3110 Pulp Cap	No Charge
• D3220 Pulpotomy - removal of pulp	\$7 copay

\* Up to 19th birthday; limited to two per calendar year

PLAN BENEFITS	CIGNA
• D3310 Root Canal - anterior	\$65 copay
• D3320 Root Canal - bicuspid	\$95 copay
<b>Oral Surgery</b>	
• D7220 Removal of Impacted Tooth: soft tissue	\$40 copay
• D7230 Removal of Impacted Tooth: partial bony	\$60 copay
• D7240 Removal of Impacted Tooth: completely bony	\$80 copay
<b>Crowns and Bridges</b>	
• D2510-44 Inlay/Onlay Metallic	\$130 copay
• D2610-44 Inlay/Onlay Porcelain/Ceramic	\$130 copay
• D2740 Crown: Porcelain/Ceramic Substrate	\$220 copay
• D2750 Crown: Porcelain Fused to High Noble Metal	\$130 copay
• D2790 Crown Full Cast High Noble Metal	\$130 copay
<b>Prosthetics (Dentures)</b>	
• D5110-20 Complete: Upper / Lower	\$135 copay
• D5130-40 Immediate: Upper / Lower	\$145 copay
• D5213-14 Partial Denture Upper / Lower Cast Metal	\$140 copay
<b>Orthodontics</b>	
• D8670 Adolescent (24-Month Treatment Fee)	\$1,220 copay
• D8670 Adult (24-Month Treatment Fee)	\$1,720 copay

This is a brief summary of the benefits available under the AHMC Healthcare Inc. plans. In the event of a discrepancy between this SPD and the Cigna Summary Plan Description (SPD), the SPD will prevail. AHMC Healthcare Inc. retains the right to modify or eliminate these or any other benefits at any time for any reason.

## CIGNA DENTAL PPO

Choosing a dentist from the Cigna Dental network can result in lower out-of-pocket costs. See Human Resources for a provider directory or access the Web site at [www.cigna.com](http://www.cigna.com). The coinsurance shown below represents the amount the covered person pays.

\* Please note you will not receive ID cards under the PPO Dental plan. Simply give your Cigna provider your Social Security Number to verify eligibility.

PLAN BENEFITS	PPO COMPREHENSIVE		PPO PREVENTIVE	
	IN-NETWORK <sup>1</sup>	OUT-OF-NETWORK <sup>2</sup>	IN-NETWORK <sup>1</sup>	OUT-OF-NETWORK <sup>2</sup>
<b>Annual Maximum</b>	\$1,300	\$1,000	Unlimited	Unlimited
<b>Deductible</b>				
• Individual	\$25	\$50	\$0	\$0
• Family	\$75	\$150	\$0	\$0
<b>Preventive Diagnostic Care</b>				
• Oral Exams, cleanings, routine x-rays, fluoride treatments, sealants, space maintainers	No Charge; deductible waived	20% coinsurance after deductible	No Charge; deductible waived	No Charge; deductible waived
<b>Basic Restorative Care</b>				
• Fillings, oral surgery (extractions), anesthetics, major/minor periodontics, root canal, endodontics	10% coinsurance after deductible	20% coinsurance after deductible	Not covered	Not covered
• Crowns, inlays, onlays, and cast restorations	10% coinsurance after deductible	20% coinsurance after deductible	Not covered	Not covered
<b>Major Restorative Care</b>				
• Bridges, dentures, implants	50% coinsurance after deductible	50% coinsurance after deductible	Not covered	Not covered
<b>Orthodontia</b>				
• Child to 19	50% coinsurance	50% coinsurance	Not covered	Not covered
• Adult	Not covered	Not covered	Not covered	Not covered
• Lifetime Maximum	\$1,000	\$1,000	N/A	N/A

<sup>1</sup> Member is responsible for their co-insurance level based on the Cigna negotiated rate.

<sup>2</sup> Member is responsible for their co-insurance level based on Usual, Customary, & Reasonable (UCR). Amounts above the UCR are the member's responsibility.

This is a brief summary of the benefits available under the AHMC Healthcare Inc. plans. In the event of a discrepancy between this SPD and the Cigna Summary Plan Description (SPD), the SPD will prevail. AHMC Healthcare Inc. retains the right to modify or eliminate these or any other benefits at any time for any reason.

# VISION

## VISION SERVICE PLAN (VSP)

The vision insurance features a broad provider network with substantial access across the United States in a variety of settings. All VSP network providers are independent optometrists or ophthalmologists in private practice who provide full service. However, you do have the option of using a non-network provider under the VSP plan but the benefit allowances are lower.

To find a VSP provider near you, visit [www.vsp.com](http://www.vsp.com) or call 800.877.7195.

Please note that VSP does not issue ID cards, simply give your VSP provider your Social Security Number to verify eligibility.

## VISION

PLAN BENEFITS	VSP BENEFITS PLAN SUMMARY	
	In-Network	Out-of-Network
<b>Copays</b>		
• Eye Exam (once every calendar year)	\$10 copay	
• Materials	\$15 copay	
• Elective Contact Lenses (not including materials)	Up to \$60 for fitting and evaluation	
<b>Standard Lenses</b> (once every calendar year)		
• Single	Covered in full after copay	Up to \$50 after copay
• Bifocal	Covered in full after copay	Up to \$75 after copay
• Trifocal	Covered in full after copay	Up to \$91 after copay
<b>Frames</b> (once every other calendar year)	<b>No Charge up to \$200 +20% off any out-of-pocket costs after copay.</b>	Up to \$70 after copay
<b>Contact Lenses</b> (in lieu of eyeglasses)		
• Medically Necessary	Covered in full after copay	Up to \$210
• Elective Contact Lenses	\$200 allowance	Up to \$105

This comparison shows only a brief summary of the benefits available. The VSP health plan contracts must be consulted to determine the exact terms and conditions of the coverage.



# 401(K) AND EAP

## It is never too late to start planning for retirement!

AHMC has a wide variety of investment funds to choose from. Our 401(k) retirement plan is administered through Fidelity Investments. Log onto [www.401k.com](http://www.401k.com) to enroll and begin contributing to your 401(k) or call 800.835.5097 for assistance.

What can you do on [www.401k.com](http://www.401k.com)?

- Start your 401(k) contributions
- Change your contribution amounts and investments
- Add/change your beneficiary information
- Access your account statement
- Review the performance history for all of your available funds

### TRADITIONAL 401(k)

- You elect how much of your salary you wish to contribute on a pre-tax basis.
- Your contributions to a traditional pre-tax 401(k) and a post-tax Roth 401(k) cannot exceed IRS limits.
- Your contribution is based on your eligible compensation.

### ROTH 401(k)

- You elect how much of your salary you wish to contribute on a post-tax basis.
- Your contributions to a Roth 401(k) and traditional pre-tax 401(k) cannot exceed IRS limits.
- Your contribution is based on your eligible compensation.

You can enroll in AHMC's 401(k) retirement plan anytime after completing your first 90 days of service. Through automatic payroll deductions, you may contribute between 1% and 60% of your eligible pay each pay period, up to an annual IRS limit, between both the traditional and Roth 401(k). **AHMC Healthcare will match up to 3% of your eligible earnings each pay period, so don't miss out!**

### Need help with investment?

Fidelity Investments has portfolio managers that can help you decide what funds are the best fit for you and your financial situation. Call 800.835.5097 during regular business hours and ask to speak to a portfolio manager for assistance.

## EMPLOYEE ASSISTANCE PROGRAM (EAP)

We want our employees to have a well balanced life, which is why AHMC provides you with an Employee Assistance Program through ACI Specialty Benefits that is designed to help you manage life's challenges. Everyone needs a helping hand once in a while, and your EAP can provide it. It can refer you to professional counselors and services that can help you resolve emotional health, family and work issues. **This benefit is provided at no cost to you and is available to all household members.** Confidential Access 24/7 by calling 855.775.4357. Benefits are effective on the first of the month following 30 days of active service.

EAP Services Include:

- Unlimited Telephonic Clinical Assessment and Referral
- Up to 3 Sessions of Professional Assessment for Employee and Family Members
- Unlimited Child Care and Elder Care Referrals
- Legal Consultation for Unlimited Number of Issues per Year
- Unlimited Pet Care Consultation
- Unlimited Education Referrals and Resources
- Unlimited Referrals and Resources for an Personal Service
- Unlimited Community-based Resource Referrals



# LIFE AND AD&D

## BASIC LIFE AND AD&D

Life/AD&D Insurance is an important part of your comprehensive benefits package. For peace of mind and the financial protection for you and your family in the event of death or serious accident, AHMC provides all eligible full-time employees with a Basic Life and Accidental Death & Dismemberment benefit of 1 X your Base Annual Earnings, up to \$50,000 through Reliance Standard Life Insurance Company. Benefit reduces to 50% at age 75. (Note: Employees are automatically enrolled in Life & AD&D.)

## VOLUNTARY LIFE AND AD&D

Voluntary Life & AD&D Insurance is available to full-time and part-time employees and their dependents. You must complete a Statement of Health form and be approved for any amount elected after your initial eligibility period or above the Guarantee Issue Amount. If you and your spouse are both employed by an AHMC affiliated facility, you may not have coverage as both an employee and dependent. Only one insured spouse may cover the same dependent child. On a going-forward basis only, if already enrolled, - a TWO increment increase each year without EOI, not to exceed the applicable GI (\$170,000 Employee and \$70,000 Spouse). This change is allowed during the Annual year end enrollment period. This would be for both Employee (ie - \$20,000 increment) and Spouse (ie - \$10,000 increment).

## LIFE / AD&D

### VOLUNTARY LIFE BI-WEEKLY RATES \*

AGE	Employee & Spouse RDP Bi-Weekly Rates		Employee Coverage	Spouse/RDP Coverage	Child(ren) Coverage
	Employee Rate \$10,000	Spouse Rate \$5,000			
<30	\$0.145	\$0.073	Increments of \$10,000 to a maximum of \$500,000 (not to exceed 7x earnings)	Increments of \$5,000 to a maximum of \$250,000 (not to exceed 100% of the employee's benefit amount)	Increments of \$1,000 to maximum of \$15,000
30-34	\$0.191	\$0.096			
35-39	\$0.224	\$0.112	Guarantee Issue Amount \$170,000	Guarantee Issue Amount \$70,000	
40-44	\$0.341	\$0.170			
45-49	\$0.598	\$0.299	34 year old employee elects \$150,000 for himself, \$50,000 for his 29 year old spouse, and \$10,000 for children  Employee: \$150,000/10,000 = 15 x \$0.191 = \$2.87 per pay period Spouse: \$50,000/5,000 = 10 x \$0.073 = \$0.73 per pay period Children: \$10,000/1,000 = 10 x \$0.046 = \$0.46 per pay period		
50-54	\$0.893	\$0.447			
55-59	\$1.450	\$0.725			
60-64	\$2.472	\$1.236			
65+	\$4.424	\$2.212			
Child(ren)	Per \$1,000: \$0.046				

### AD&D BI-WEEKLY RATES \*

Employee Bi-Weekly Rate/\$10,000	Spouse Bi-Weekly Rate/\$5,000	Child(ren) Bi-Weekly Rate/\$1,000
\$0.048	\$0.050	\$0.011

\* Benefit Reduces to 65% at age 65 and 50% at age 70 for both Voluntary Life and AD&D.

Please Note: Coverage selected outside of initial eligibility period or coverage selected above the guarantee issue amount at initial eligibility is subject to a Personal Health Application and will not be effective until approved by the insurance company. A Personal Health Application will be sent to your home address if it is required for coverage.

# SHORT AND LONG TERM DISABILITY

If you become disabled and cannot earn a living, Disability Benefits through Reliance Standard Life Insurance Company will provide you with income during the interim of this unfortunate event. All full-time eligible employees may choose from two plan options. The STD and LTD plans are bundled to create a choice of Standard Plan or Standard Plus Plan.

STD DISABILITY PLAN OPTIONS	Standard Plan	Standard Plus
Benefit Percentage	50% of your pre-tax <b>weekly</b> earnings	60% of your pre-tax <b>weekly</b> earnings
Maximum Benefit	\$1.154/week	\$1.385/week
Maximum Benefit Duration	17 weeks	22 weeks
Elimination Period	60 days	30 days
Day Benefits Begin	61st day	31st day
Rate per \$100	\$0.023	\$0.047

LTD DISABILITY PLAN OPTIONS	Standard Plan	Standard Plus	Directors & Above
Benefit Percentage	50% of your pre-tax <b>monthly</b> earnings	60% of your pre-tax <b>monthly</b> earnings	60% of your pre-tax <b>monthly</b> earnings
Maximum Benefit	\$5,000/month	\$6,000/month	\$10,000/month
Maximum Benefit Duration	SSNRA or to age 65	SSNRA or to age 65	SSNRA or to age 65
Elimination Period	180 days	180 days	90 days
Day Benefits Begin	End of 180 days	End of 180 days	End of 90 days
Age Rate per \$100			
• <30	\$0.090	\$0.130	N/A
• 30-39	\$0.120	\$0.170	N/A
• 40-49	\$0.190	\$0.280	N/A
• 50-59	\$0.390	\$0.480	N/A
• 60-64	\$0.410	\$0.530	N/A
• 65+	\$0.460	\$0.670	N/A

## To Calculate STD and LTD Cost per Pay Period

Divide annual base salary by 12; divide by \$100, multiply by rate, multiply by 12, divide by 26

### Example

Employee age 33, STD/LTD Standard coverage, \$60,000 annual salary

Base Salary/12 months = \$\_\_\_\_/\$100 = \$\_\_\_\_ X (STD Rate + LTD Rate) = \$\_\_\_\_ X 12 / 26

\$60,000/12 months = \$5,000/\$100 = \$50 X (\$0.023 + \$0.120) = \$7.15 X 12 / 26 = \$3.30 per pay period

## Reliance Standard also offers additional benefits such as:

**Travel Assistance Services** provided through On Call International, LLC offers you and your dependents a wide array of medical and travel assistance services while on a trip in a foreign country or 100 miles or more from home. Travel assistance services are available 24 hours a day through a multilingual staff and include emergency evacuation, emergency payment/cash assistance, missing baggage assistance, passport and vision information, etc.

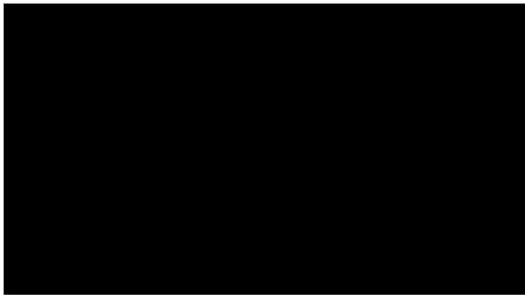
**Bereavement Counseling Services** in cooperation with ACI Specialty Benefits, offers a toll free counseling service to all household members who experience the loss of a loved one. The counseling service is available at no cost, 24 hours a day, seven days a week.

# RATES

## 2020 MEDICAL, DENTAL, AND VISION BI-WEEKLY INSURANCE RATES

Bi-weekly deductions are taken from your paycheck each period, which equals 26 deductions per year. Contributions will be taken on a pre-tax basis from your paycheck based on the plan and coverage levels elected. Contributions for a Domestic Partner and their dependents will be taken on a post-tax basis, as required by the IRS.

### RATES



VISION Contributions (full-time / part-time)	
VSP Vision	
• Employee Only	\$4.28
• Employee & Spouse	\$6.65
• Employee & Child(ren)	\$6.79
• Employee & Family	\$11.07

DENTAL Contributions (full-time / part-time)	
Cigna Dental HMO	
• Employee Only	\$0.00
• Employee & Spouse	\$0.00
• Employee & Child(ren)	\$0.00
• Employee & Family	\$0.00
Cigna Dental (Preventive)	
• Employee Only	\$2.30
• Employee & Spouse	\$6.14
• Employee & Child(ren)	\$6.24
• Employee & Family	\$9.56
Cigna Dental (Comprehensive)	
• Employee Only	\$17.49
• Employee & Spouse	\$36.04
• Employee & Child(ren)	\$39.57
• Employee & Family	\$58.04

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

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

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