



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Professional Employees**  
**Collective Bargaining Agreement**  
**with**

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

**February 11, 2023 – December 31, 2025**

# **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.*

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## **PREAMBLE**

This Agreement is made and entered this 11<sup>th</sup> day of February 2023, 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**

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.

### **A. 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 subcontract;
3. to manage and control its departments, buildings, facilities, equipment and operations;
4. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
5. to utilize personnel from nursing registries or other temporary help agencies;
6. to direct the work force;
7. to increase or decrease the work force;
8. 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;

9. to lay off employees;
10. to hire, transfer and promote employees;
11. to demote, suspend, discipline and discharge employees;
12. to maintain the discipline and efficiency of its employees;
13. to establish work standards and schedules of operations;
14. to specify or assign work requirements and overtime;
15. to assign work and decide which employees are qualified to perform such work;
16. to determine working hours, shift assignments, and days off;
17. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
18. to determine the type and scope of work to be performed and for the services to be provided to patients;
19. to determine whether work will be assigned to bargaining unit employees or other employees;
20. to determine the methods, processes, means and places of providing service to patients;
21. to determine the quality of patient services;
22. to acquire and dispose of equipment and facilities;
23. to determine the places where work will be performed;
24. to hire temporary employees for designated periods of time;
25. to pay wages and benefits in excess of those required by this Agreement;
26. to effect technological changes in its equipment and operations; and
27. 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, and per diem Professional employees employed at AHMC Seton and all full-time, regular part-time, and per diem Professional employees employed at Seton Medical Center Coastsides. This Agreement shall not apply to executive 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.

### **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 affiliated facilities.

## **ARTICLE 5 – SUBCONTRACTING**

The Hospital may subcontract all or part of any operation performed by employees. Where such subcontracting would displace an employee, the Hospital shall provide the Union with ninety (90) days prior notice of its decision to subcontract so that the Union and the Hospital may bargain over the effects of such subcontracting.

In the event that the subcontract of any operation would result in the displacement of employees, the Hospital will require any subcontracting entity to offer employment to the affected employees based on their current scheduled hours.

### **Grandfather**

Employees listed in Appendix C and employed on or before February 11, 2023 will be grandfathered and will not be subject to the displacement if all or part of any operations performed by employee(s) is subcontracted. The grandfathered employees shall not have their hours reduced or positions eliminated as a result of subcontracting. Other Articles of this agreement shall not be employed to circumvent the details of this provision.

## **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	

All the bulletin boards referenced above relate to the existing bulletin boards which will be shared with the Service and Technical unit.

## **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 thirty-two (32) hours to forty (40) hours in each workweek, or sixty-four (64) to eighty (80) hours in each fourteen (14) day pay period.

#### **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 thirty-two (32) hours in each workweek, or at least forty (40) hours but less than sixty-four (64) hours in each fourteen day pay period (except for employees referenced in 1 above who work twelve-hour shifts).



### 3. 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 the current requirement in their respective department.
- (c) 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.
- (d) 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.
- (e) Per Diem employees may be terminated if they refuse to work pre- scheduled work assignments or are unable to meet the minimum availability requirements.
- (f) 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.
- (g) Per Diem employees shall submit a written current availability for work, including days of the week and shifts, and current phone number.

### 4. 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, or Per Diem employee successfully bids for a temporary position, he/she/they will maintain his/her/their 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/they shall return to his/her/their 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

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) 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 and/or vacation.

1. A Per Diem 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 full-time or part-time 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). Any corrections must be made in accordance with the plan document), 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 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) A Regular full-time or part-time employee may elect to be reclassified to a per-diem employee if the department manager approves.

## **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/they 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 their 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 their 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 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 their former position including shift, assignment and scheduled hours without loss of seniority, provided their 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. Rehabilitation
2. Care Coordination
3. Nutrition and Food Service
4. Gero Psych

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 and time 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 the like.

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.

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), except where no such notice is possible due to a natural disaster.

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/her/their position as a result of an indefinite position elimination, and they are unable to identify another comparable position for which they are qualified, eligibility for severance pay shall be in accordance with the following schedule, subject to the execution of a general release of claims:

Service	Severance
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 they are offered and they decline 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 they were 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. 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 rotation, 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 their 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 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

No employee shall float between Seton and Seton Coastsides unless:

1. Floating between Seton and Seton Coastsides is part of the employee's job description and/or offer letter, or
2. The employee volunteers to do so.

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

A. SCHEDULE OF WAGES

1. Wage Increases

- (a) Year 1. Effective the first full pay period following February 11, 2023, all employees will receive an eight percent (8%) across the board increase (ATB).
- (b) Year 2. Effective the first full pay period following February 11, 2024, all employees will receive an four percent (4%) across the board increase (ATB).
- (c) Year 3. Effective the first full pay period following February 11, 2025, all employees will receive an four percent (4%) across the board increase (ATB).

2. Wage Scale

Twelve (12) months prior to the expiration of the contract, AHMC Seton and the Union will meet and negotiate regarding a wage scale for the 2026 contract. The parties shall reach agreement on a wage scale by December 31, 2025 for the 2026 contract. The wage scale negotiations shall have no effect on the 2023-2025 contract. If parties do not reach an agreement by December 31, 2025, the parties shall use FMCS to assist in reaching an 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. 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 the first full pay period following receipt by the parties of the arbitrators written award.
2. The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union upon request. 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 with any existing job description and/or individual position

description, for covered employees, which have not previously been provided to the Union.

D. TRAINING

An employee other than those designated as “leads” who is assigned by management to train other employees shall receive a differential of \$3.00 per hour over their base wage rate for time doing such training.

E. EVALUATIONS

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

F. PREMIUM PAY

1. Charge Pay

Employees who are scheduled as “lead,” “charge,” or “relief on a sporadic, rotating or temporary basis are entitled to a lead differential of three dollars (\$3.00) per hour for all hours worked as a relief lead or charge. The Employer may assign such duty

2. Weekend Differential

Employees shall receive a weekend differential of four dollars (4.00) an hour. If the employee works a third consecutive weekend shift, the employee shall receive a weekend differential of twelve dollars (\$12.00) an hour for all hours worked during that weekend shift and during any consecutive weekend shift thereafter.

3. Night Shift Differential

Five dollars (\$5.00) per hour shall be paid for all hours worked on the Night Shift (6 p.m. to 6:30 a.m.).

## **ARTICLE 18 – WORK WEEK**

A. STATE AND FEDERAL WAGE AND HOUR LAW

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

Employees are required to swiping/out as follows:

1. At the beginning of the employee’s shift. Employees are not permitted to begin work until their scheduled start time. If the employee actually performs work prior to their scheduled start time, the employee must report this to their immediate supervisor or designee and complete an adjustment form to reflect the time they actually started

their shift. This does not affect the payroll rounding rule for calculation of regular and overtime hours.

2. At start of meal period.
3. At end of meal period.
4. At end of shift.

B. WORKDAY AND WORKWEEK

1. A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:00 midnight each day.
2. A workweek is defined as the seven (7) calendar day that starts at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday.
3. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Facility to comply with such laws so long as such changes are not designed to evade the overtime requirements.

C. OVERTIME

1. 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.
2. 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.
3. 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.
4. 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

D. WORKWEEKS

The parties agree to maintain all existing alternative workweek schedules currently in effect. 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.

E. POSTING OF SCHEDULES

Monthly schedules of starting and quitting times and days off will be posted no less than twenty-one (21) 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.

F. REST AND MEAL PERIODS

The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, missed meal period penalties, and “on duty” meal period agreements.

1. Meal Period

Employees are entitled to one (1) thirty (30) minute unpaid meal period when they work an eight (8) hour shift, or when they work fewer than eight hours, but five (5) or more hours. Meal periods must be taken before the end of the fifth (5th) hour of work. When a work period of not more than six hours will complete the day's work, the meal period may be waived by signing a written mutual agreement and must be done for each occurrence.

2. Meal Period Waivers

Employees are provided a second 30-minute unpaid meal period if they work more than 10 hours in a workday but can waive the second meal period by completing a meal break waiver form. If the employee provides patient care, or working in a clinical or medical department; working primarily or regularly as a member of a patient care delivery team, the employee may waive either the first or the second meal period by completing the meal break waiver form. If an employee waives the first meal, the second meal must be taken before the end of the tenth (10th) hour of work.

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. On-Duty Meal Periods

Employees can take on-duty meal periods only in certain limited circumstances. An on-duty meal break must meet all of the following conditions:

- (a) Is permitted only when the nature of the work prevents an employee from being relieved of all duty.
- (b) Must be agreed to in writing by the immediate supervisor and the employee.
- (c) Must be paid.
- (d) Can be revoked at any time in writing by the employee or Employer.

G. REST PERIODS

Employees are entitled to one (1) uninterrupted fifteen (15) minute break for every four (4) hours worked or major fraction thereof. A break or rest period is defined as a consecutive, uninterrupted fifteen (15) minute period scheduled as close to the middle of a four (4) hour period as possible. Employees are entitled to three (3) rest breaks when working twelve-hour shifts.

Break periods are to be scheduled by the supervisors or department managers and are paid as time worked. Break periods may not be saved and taken as time off immediately prior to the beginning or at the end of the shift, nor added to the meal period or other breaks.

H. PENALTY PAY

An employee will be paid one (1) hour of pay at their regular rate of pay for a missed meal and/or a missed rest period were taken late, missed, or interrupted due to work reasons, or not duty-free to a maximum of 2 hours in a day; 1 hour for missed meal and or 1 hour for a missed rest period.

The Employer is responsible to offer the meal breaks and rest breaks but it is the employee's responsibility to take their meal break and rest break timely and if unable to do so the employee must notify their immediate supervisor as soon as possible.

"Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculation of 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.

I. 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.

J. 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. 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.

Employees shall receive a weekend differential of four dollars (\$4.00) an hour. If the employee works a third consecutive weekend shift, the employee shall receive a weekend differential of twelve dollars (\$12.00) an hour for all hours worked during that weekend shift and during any consecutive weekend shift thereafter.

K. 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 two (2) uninterrupted unpaid meal periods of thirty (30) minutes. If the employee provides patient care, or working in a clinical or medical department; working primarily or regularly as a member of a patient care delivery team, the employee may waive either the first or the second meal period by completing the meal break waiver form. If an employee waives the first meal, the second meal must be taken before the end of the tenth (10<sup>th</sup>) hour of work. If the employee is not part of the patient care delivery team they may waive their second meal period only.

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. Night Shift

Five dollars (\$5.00) per hour shall be paid for all hours worked on the Night Shift (the 1800 - 0630).

7. 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).

8. Education Leave

An employee shall be entitled to up to twenty-four (24) hours of paid education leave (pro-rated for part-time status).

9. 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).

## **ARTICLE 19 – EDUCATIONAL LEAVE AND 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

- (a) The employee must be on the payroll and classified as a Regular Full-Time and Part-Time employee at the time of the course registration through and including the course completion date.
- (b) The employee must have completed at least six (6) months of continuous service at the Facility at the time of the course registration.

2. Qualified Courses

To be eligible for reimbursement, courses must meet the following requirements:

Courses must be offered by a recognized, accredited educational institution.

Satisfactory course completion must result in the award of college credits. Courses must be job-related or part of a degree program that is job-related. Courses taken in

preparation for other career opportunities within the facility may be submitted for consideration.

### 3. Participation Requirements

- (a) Complete the required tuition reimbursement request form, attach the course description, and secure approval from the Department Head and the Director of Human Resources or designee prior to registration for the requested course.
- (b) Submit to Human Resources documentation of successful course completion (a minimum grade of “C” or equivalent) and the associated tuition receipts within three (3) months of course completion. Such documentation shall include an official grade report, actual receipts and a written summary (please see below summary criteria)
- (c) Summary Criteria
  - (i) Clear description of the class in your own words (do not copy the syllabus)
  - (ii) What have you learned from the class?
  - (iii) How have you applied the knowledge to your current role in the hospital/work environment?
  - (iv) How the knowledge has enhanced the hospital/work environment.
  - (v) The summary should be thoughtful and a reflection of your achievement.
  - (vi) At least one page.

Reimbursement will be provided within 45 days from when all the above requirements have been submitted to Human Resources.

### 4. 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 thirty-thousand (\$30,000) per year for Seton Medical Center and Seton Medical Center Coastsides combined. Where more employees have expressed an interest in participating in the plan than is financially feasible, eligibility will be determined by seniority.

Facility reimbursement and reimbursement from other sources such as government agencies (e.g., GI Bill, etc.) or other educational benefits (i.e., scholarships or grants) cannot exceed the cost of tuition. If the cost of tuition exceeds the Facility’s maximum reimbursement level, the Facility’s reimbursement will be reduced by any amounts received through such other sources. Documentation of outside financial assistance is required before reimbursement by the Facility.

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

Employees may use their reimbursement to cover the cost of licensing, recertification, and professional membership fees.

B. EDUCATIONAL LEAVE

Regular full-time employees shall be entitled to twenty-four (24) hours of job related education leave with pay each year to attend in-person or online 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 they wish to attend;
2. The employee obtains permission from their department head/supervisor to attend;
3. Courses, workshop or classes must be job related;
4. Such leave shall not interfere with staffing.
5. Such leave shall not be considered time worked when computing overtime and/or premium pay.

C. 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.

D. 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.

E. 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.

F. The employee may be requested by the Employer to make a report on such job related education leave activities to their 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. ON-SITE EDUCATION

Where the Hospital offers courses or certifications onsite or through a vendor, bargaining unit employees shall take onsite courses or certifications prior to taking such courses or certifications externally. To take external courses or certification requires advance approval by the department manager.

**ARTICLE 20 – TIME AWAY PAY (TAP) AND RESERVE SICK (RS)**

A. TIME AWAY PAY (“TAP”) PROGRAM

1. Eligibility and Coverage

All Full-Time and Part-Time employees, who have worked for the Facility for at least 30 days are eligible to participate in the TAP program. TAP accrues on the 31<sup>st</sup> day of employment. Per Diem employees are not eligible to participate in the TAP Program.

**ACCRUAL RATES**

<b>Length of Service</b>	<b>Hrs Per Pay Period</b>	<b>Maximum CAP (Hrs)</b>
31 Days to 4 Years	8.5	280.8
4+Years to 8 Years	10.0	343.2
8+ Years	11.62	405.6

2. Earnings upon which TAP hours accrue:

- (a) TAP
- (b) Regular Pay (not premium hours)
- (c) Call Back (base hourly rate only)
- (d) Bereavement
- (e) Jury Duty
- (f) Education
- (g) Orientation
- (h) Bereavement Leave
- (i) Retro (Regular Hours Only)
- (j) LWOP (Call-Off, flexing, cancellation)
- (k) Workers Comp (Modified Work Program)
- (l) Holiday Pay
- (m) Union Suspension/Investigatory (Paid)
- (n) Mandatory Training / In-Service Hours

Every time an employee's base hourly rate is changed, the same percentage change (increase or decrease) will be applied to that employee's TAP account balance.

Earning for TAP accrual purposes do not include premium pay, other differentials, specialty pay, overtime or bonuses.

An employee's TAP account cannot exceed 1-1/2 time the employee's annual accrual rate. TAP continues to accrue each pay period until the cap is reached. Once the cap is reached, accruals will cease until such time as TAP is used and the account balance drops below the cap.

If an employee who is scheduled to work is called off by the Facility because of census or other business reasons and the employee chooses not to use TAP for that time, the employee must use code for "Leave Without Pay" (Earnings 390) so that TAP is accrued as if the employee had worked.

B. 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 TAP/RS for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.

C. SCHEDULING AND USE OF TAP

TAP 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.

1. Requesting Time Off

(a) Advance Requests for One Work Week or More of TAP

- (i) Employees shall submit their TAP preference dates in writing by February 15<sup>th</sup> of each year and the Employer shall post a schedule by March 15<sup>th</sup> of each year.
- (ii) If staffing, scheduling, or patient care or work requirements do not permit the approval of all TAP requests submitted by employees, then the employee's seniority shall be the determining factor within each work area and classification.
- (iii) Employees requesting time off must submit an Absence Approval Form to their supervisor for approval.



- (iv) Operational needs and the timing of a request are among factors a supervisor will consider in granting or denying a request, except that time off will be granted when required by applicable law.

(b) Other TAP Requests

Requests for TAP that are not submitted as “Advance Requests” 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:

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

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 or the following New Year’s Day. Where conflicts arise in the same 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 G below.

(c) When Advance Notice is Not Possible

Advance written request for the use of TAP 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, FMLA, or absences that are a direct result of a chronic illness covered under the Americans With Disabilities Act (ADA) (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.

Upon request, employees who are absent for more than three days for reasons permitted under the California Healthy Workplaces, Healthy Families Act must provide supporting documentation acceptable to the Facility.

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

D. PAYMENT OF TAP

Employees are required to use TAP income replacement in connection with all approved vacations. TAP payments in such instances are automatic.

When TAP income replacement is optional (such as call off or a leave of absence), and Absence Approval Form must be submitted to payroll in order to receive TAP income replacement, but the approval of the employee's supervisor is not required.

1. Employees are required to use TAP income replacement in connection with all approved vacations. TAP payments in such instances are automatic. Employees may elect not to use TAP for the following exceptions:
  - (a) An employee may elect not to use TAP for a holiday scheduled off
  - (b) An employee may elect not to use TAP for his/her/their own medical disability days preceding eligibility for RS
  - (c) An employee may elect not to use TAP for a physical disability leave upon the exhaustion of RS, and, to request instead an unpaid leave
  - (d) An employee may elect not to use TAP to attend NUHW Bargaining
  - (e) An employee may elect not to use TAP when called off, canceled, or flexed

In those cases above when TAP income replacement is optional (such as call off or a leave of absence), an Absence Approval Form must be submitted to payroll in order to receive TAP income replacement, but the approval of the employee's supervisor is not required.

2. TAP will not be paid if an employee's absence was the result of or directly resulted from an unpaid suspension.
  - (a) TAP/RS hours shall be paid at the straight-time rate in effect as of the date TAP/RS is used.
  - (b) 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 TAP 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.

E. SALE OF TAP HOURS

An employee may elect to sell back (redeem) TAP hours as 100% of their value only if the employee has a documented hardship or an unforeseeable emergency as described below.

An employee will need written approval from Human Resources to sell back TAP hours. If approved, the request for the sale of TAP hours will reduce the employee's account by the requested amount, which should not exceed the amount necessary to satisfy the emergency, and the employee will receive 100% of the requested amount, less the withholding of appropriate taxes.

1. Hardship or Emergency

- (a) Expenses for certain unreimbursed medical care described in Section 213(d) of the Internal Revenue Code (without regard to whether the expense exceeds 7.5% of adjusted gross income and the recipients of the medical care) for the employee, employee's spouse, registered domestic partner, or the child of a registered domestic partner.
- (b) Costs related to the purchase of an employee's primary residence (excluding mortgage payments).
- (c) Tuition payments and related fees for the next 12 months of post-secondary education for the employee, the employee's spouse, registered domestic partner, child or the child of the registered domestic partner.
- (d) Payments to prevent the employee's eviction from the employee's primary residence or foreclosure of a mortgage on the employee's primary residence.
- (e) Payments for burial or funeral expenses of the employee's deceased parent, spouse, registered domestic partner, child or the child of a registered domestic partner.
- (f) Payment related to the repair of damage to the employee's primary residence caused by fire, storm, hurricane, flood or other casualties beyond the employee's control.
- (g) Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the employee's control.

An employee who submits a request to sell back TAP must provide documentation, satisfactory to Human Resources, sufficient to establish the existence of a severe financial hardship or unforeseeable emergency, and/or as may be requested from Human Resources. Examples of such documentation includes, but are not limited to, casualty reports, police reports, medical certifications, insurance claims, financial statements, bankruptcy filings, or court judgments.

2. Termination of Employment

All accrued but unused TAP hours are paid at the base rate of pay to an employee upon termination less withholding of applicable payroll taxes.

F. RESERVE SICK

Regular Full-Time and Part-Time employees are eligible for the Reserve Sick Program. Reserve Sick accruals begin on the first day of the pay period following the employee's 91<sup>st</sup> day of employment.

Under this program, Regular Full-Time and Part-Time employees accrue 1.85 RS hours each pay period, which accumulates to six days (based on an 8-hour workday) per year. This accrual is prorated over 26 pay cycles. There is a 30-day (based on an 8 hour workday) cap on the Reserve Sick account balance.

Reserve Sick is not redeemable and not vested. Reserve Sick is not paid upon termination of employment. When used, it is paid at the employee's then current base hourly rate. Employees may use accrued and unused Reserve Sick for their own serious health condition.

Employees may use Reserve Sick for the purposes specified below and as otherwise permitted under Facility Policies (e.g., Family Care and Medical Leave Policy, Pregnancy-Related Disability Leave Policy) or applicable law.

An employee may use Reserve Sick only after the employee has used a certain minimum amount of TAP for purposes for which Reserve Sick may be used (and/or for California Healthy Workplaces or Healthy Families Act purposes). Eight-hour shift employees generally are required to use the equivalent of at least twenty-four hours of TAP per year for such purposes before using Reserve Sick. Twelve-hour shift employees generally are required to use the equivalent of at least thirty-six hours of TAP per year for such purposes before using Reserve Sick. Employees who have less than the applicable twenty-four or thirty-six hours of TAP available must, instead exhaust their lesser amount of TAP for such purposes.

Subject to the above requirements concerning TAP usage, a sick or disabled employee may use Reserve Sick: (a) generally, after 40 consecutive hours of absence; or (b) if admitted to the hospital, from the first day of hospitalization; or (c) if undergoing an outpatient procedure requiring a four-or-more-hour stay at the provider location, from the day of the procedure.

An employee may, in any calendar year, use accrued and available Reserve Sick hours in an amount equal to the Reserve Sick hours that would be earned during a six-month period at the employee's then current accrual rate, to care for family members as provided for in California Labor Code section 233 (commonly referred to as the "Kin Care" law).

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.

G. RECOGNIZED HOLIDAYS FOR THE PURPOSE OF THIS SECTION ARE AS FOLLOWS:

New Year's Day

Martin Luther King Jr Birthday (3<sup>rd</sup> Monday in January)

President's Day (3<sup>rd</sup> Monday in February)

Memorial Day (Last Monday in May)

4th of July

Labor Day (1st Monday in September)

Thanksgiving Day

Christmas Day

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 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**

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.

## **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. An employee may submit to Human Resources, in writing, a list of up to three additional individuals whom they consider to be “immediate family” to qualify as “immediate family” for the purposes of this Article - in lieu of up to three (3) of the persons listed above.

- 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. 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 their 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 their 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 them 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 their 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 their former position shall be entitled to any vacant position for which they are 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 their former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which they 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 base hourly 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, if available at the time of travel.

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 their 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 their 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 ninety (90) days in compliance with the approved terms of the leave, such an employee shall be assigned to the same classification, position, unit and shift they held before the leave. Unless otherwise specified above, if the leave is in excess of ninety (90) 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 they 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 their 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 they have been called and have 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 their supervisor at least two (2) working days' notice that time off to vote is needed.

## **ARTICLE 26 – EDUCATION ASSISTANCE BENEFITS**

Upon request, the Union will respond in good faith to provide any requests that are required for the awarding of California or other governmental training grants.

## ARTICLE 27 – COMMITTEES

### A. JOINT LABOR-MANAGEMENT COMMITTEE

#### 1. Composition and Purpose

There shall be a Joint Labor-Management Committee of no more than three (3) representatives per facility appointed by the Employer and three (3) representatives and three (3) 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.
- (j) Monitor the quality of patient services and make recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient services delivery. 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.

- (k) Review and monitor the Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) scores of the hospital and make recommendations for how to improve the HCAHPS.

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. RESOLUTION OF ISSUES

1. Review Committee

If the Joint Labor-Management 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 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 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 mutual agreement.

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.

C. 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.

### 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 mutual agreement.

### 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 not be used to justify any future disciplinary action and will be kept confidential however the disciplinary action may be used during the course of a formal hearing and/or arbitration or required by law. 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. Upon request an employee may make an appointment with HR to inspect their personnel file in the presence of an HR representative. The employee, upon written request, may receive a copy of the employee's personnel file in accordance with applicable law.
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.

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 (February 11, 2023), 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 their 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 sale or transfer of control of the facility, the Facility shall, within a reasonable period of time but not less than sixty (60) days of the effective date of the sale or transfer (except for hospital closure for which six (6) months advance notice is required), provide advance notice to the Union and include the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, the Facility shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing collective bargaining agreement.

The above condition of the sale and/or transfer must be 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.

The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, and the Facility shall have no further obligation to the Union with respect to a sale or transfer of control of the facility.

### **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 Coastsides 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 by mutual agreement 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 February 11, 2023 through and including December 31, 2025. 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  
COASTSIDE



Sarkis Vartanian  
Administrator

9/22/23  
Date

NATIONAL UNION OF HEALTHCARE  
WORKERS



Sal Rosselli  
President

9/27/23  
Date



Vanessa Coe  
Director, Hospital Division

#### NUHW BARGAINING COMMITTEE

Marlene Castro  
Discharge Planner

Katherine Fernando  
Physical Therapist

Phil Florendo  
Discharge Planner

Anushka Pai  
Speech Therapist

Wendy Seto  
Clinical Dietician

Marlene Strick  
Lead Clinical Social Worker

Steven Sklar  
Physical Therapist

## **APPENDIX A – WAGES**

### **WAGE INCREASES**

Year 1: Effective the first full pay period following February 11, 2023, all employees will receive an eight percent (8%) across the board increase (ATB).

Year 2: Effective the first full pay period following February 11, 2024, all employees will receive an four percent (4%) across the board increase (ATB).

Year 3: Effective the first full pay period following February 11, 2025, all employees will receive an four percent (4%) across the board increase (ATB).

## APPENDIX B – 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>Endodontics</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.

DENTAL

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).

## VOLUNTARY LIFE BI-WEEKLY RATES \*

AGE	Employee & Spouse RDP Bi-Weekly Rates	
	Employee Rate \$10,000	Spouse Rate \$5,000
<30	\$0.145	\$0.073
30-34	\$0.191	\$0.096
35-39	\$0.224	\$0.112
40-44	\$0.341	\$0.170
45-49	\$0.598	\$0.299
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	

Employee Coverage	Spouse/RDP Coverage	Child(ren) Coverage
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
Guarantee Issue Amount \$170,000	Guarantee Issue Amount \$70,000	
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		

## 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.

AHMC HEALTHCARE

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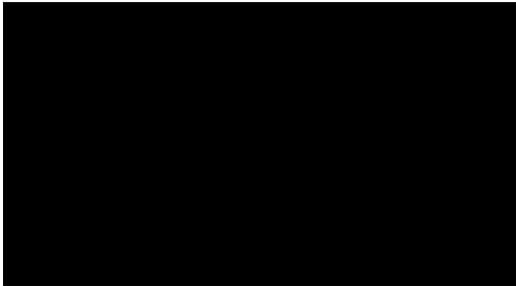
STD / LTD

# 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

## **APPENDIX C**

List of employees who are grandfathered in for Article 5: Subcontracting

1. Phil Florendo
2. Marlene Castro
3. Maria Mehdi
4. Marlene Strick
5. Grace Ann Spano
6. John Boncato
7. Eva Pinotti
8. Wendy Seto
9. Alexandra Williams
10. Donna Croix
11. Anthony Vo
12. Julie Wierzba
13. Beverly Deguzman
14. Sheen Sheu
15. Matthew Au
16. Amanda Chow
17. Katherine Fernando
18. Jason Shu
19. Steven Sklar
20. Anthony Anicete
21. Alexandra Nemirovsky
22. Anushka Pai
23. John Santos
24. Christine Wong

## **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.*