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## UNITED STATES BANKRUPTCY COURT

## CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re
VERITY HEALTH SYSTEM OF CALIFORNIA, INC., et al.,

Debtors and Debtors In Possession.
区 Affects All DebtorsAffects Verity Health System of California, Inc.
$\square$ Affects O'Connor HospitalAffects Saint Louise Regional Hospital
$\square$ Affects St. Francis Medical Center
$\square$ Affects St. Vincent Medical Center
$\square$ Affects Seton Medical CenterAffects O'Connor Hospital FoundationAffects Saint Louise Regional Hospital Foundation
$\square$ Affects St. Francis Medical Center of Lynwood Foundation
$\square$ Affects St. Vincent FoundationAffects St. Vincent Dialysis Center, Inc.
$\square$ Affects Seton Medical Center FoundationAffects Verity Business Services
$\square$ Affects Verity Medical Foundation
$\square$ Affects Verity Holdings, LLC
$\square$ Affects De Paul Ventures, LLC
$\square$ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER
Jointly administered with:
Case No. 2:18-bk-20162-ER; Case No. 2:18-bk-20163-ER;
Case No. 2:18-bk-20164-ER;
Case No. 2:18-bk-20165-ER;
Case No. 2:18-bk-20167-ER;
Case No. 2:18-bk-20168-ER;
Case No. 2:18-bk-20169-ER;
Case No. 2:18-bk-20171-ER;
Case No. 2:18-bk-20172-ER;
Case No. 2:18-bk-20173-ER;
Case No. 2:18-bk-20175-ER;
Case No. 2:18-bk-20176-ER;
Case No. 2:18-bk-20178-ER;
Case No. 2:18-bk-20179-ER;
Case No. 2:18-bk-20180-ER;
Case No. 2:18-bk-20181-ER;
Chapter 11 Cases
Hon. Ernest M. Robles

## CORRECTED DECLARATION OF SAM J. ALBERTS IN SUPPORT OF MOTIONS TO REJECT OR MODIFY COLLECTIVE BARGAINING AGREEMENTS

[RELATES TO DOCKET NO. 1181,1182, 1191, 1192, 1195]
Hearing:
Date: January 30, 2019
Time: 10:00 am
Location: Courtroom 1568
255 E. Temple St., Los Angeles, CA

## CORRECTED ${ }^{1}$ DECLARATION OF SAM J. ALBERTS

I, Sam J. Alberts, declare, that if called as a witness, I would and could competently testify thereto based on my own personal knowledge, as follows.

1. I am an attorney at law, licensed to practice in the Commonwealth of Virginia, the District of Columbia and the US Federal courts for the State of Maryland, and by reason of admission pro hac vice to the United States District Court for the Central District of California, in the United States Bankruptcy Court for the Central District of California.
2. I submit this declaration ("Declaration") in support of the Debtors' Motions under § 1113 of the Bankruptcy Code (the "Motions"). ${ }^{2}$ All capitalized terms not defined herein have the meaning ascribed to them in the Motions unless otherwise defined herein.
3. Attached hereto as Exhibit 1 is the true and correct copy of the memorialization of the proposal made pursuant to Bankruptcy Code § 1113 by the Debtors to California Nurse Association ("CNA") to reject and terminate the Collective Bargaining Agreement between Debtor Saint Louise Regional Hospital ("SLRH"), a California nonprofit public benefit corporation, effective 2016-2020 (the "CNA SLRH CBA") (a redacted copy attached hereto as Exhibit 2), the Collective Bargaining Agreement between O'Connor Hospital ("OCH"), a California nonprofit public benefit corporation and CNA, effective 2016-2020 (the "CNA OCH
${ }^{1}$ This Declaration corrects Exhibits 4 and 5 that were filed in the original Declaration [Docket No. 1195], and Exhibits 8, 9 and 11 that were not attached to the Declaration. For ease of use, Exhibits 1-11 are attached hereto.
${ }^{2}$ The full title of the Motions are: (1) Debtors' Motion under $£ 1113$ of the Bankruptcy Code to Reject and Terminate the Terms of Engineers and Scientists of California, IFPTE Local 20's Collective Bargaining Agreements with O'Connor Hospital and Saint Louise Regional Hospital upon the Closing of the Sale of Hospitals to Santa Clara County; (2) Debtors' Motion under $\S$ 1113 of the Bankruptcy Code to Modify, Reject and Terminate the Terms of California Licensed Vocational Nurses Association' Collective Bargaining Agreement with O'Connor Hospital upon the Closing of the Sale of Hospitals to Santa Clara County; (3) Debtors' Motion under § 1113 of the Bankruptcy Code to Modify, Reject and Terminate the Terms of Service Employee International Union-United Healthcare Workers-West's Collective Bargaining Agreements with Certain Debtors upon the Closing of the Sale of Hospitals to Santa Clara County; and (4) Debtors' Motion under § 1113 of the Bankruptcy Code to (A) Reject and Terminate the Terms of California Nurses Association's Collective Bargaining Agreements with Saint Louise Regional

CBA") (a redacted copy attached hereto as Exhibit 3); a cover communication and redline of the Debtors' proposed modifications to Master Agreement between certain hospitals within VHS (including OCH and SLRH) and CNA, effective December 22, 2016 - December 21, 2020 (the "CNA Master CBA") which removes provisions related to SLRH and OCH (collectively attached hereto as Exhibit 4).
4. Attached hereto as Exhibit 5 is the true and correct copy of the written memorialization of the proposal made pursuant to Bankruptcy Code $\S 1113$ by the Debtors to Service Employees International Union-United Healthcare Workers-West ("SEIU") to modify the Collective Bargaining Agreement between SEIU, on the one side, and OCH, SLRH, St. Francis Medical Center and St. Vincent Medical Center, on the other side, which expires on October 31, 2021 (the "SEIU CBA") so as to remove and terminate provisions related to OCH and SLRH and the redline of the SEIU CBA showing such proposed changes as Exhibit 6.
5. Attached hereto as Exhibit 7 is the true and correct copy of the written memorialization of the proposal made pursuant to Bankruptcy Code $\S 1113$ by the Debtors to the Engineers and Scientists of California, IFPTE Local 20 ("Local 20"), to reject and terminate the Collective Bargaining Agreement between SLRH and Local 20, which is effective May 1, 2017 through April 30, 2020 (the "Local 20 SLRH CBA") (a copy attached hereto as Exhibit 8); and the Collective Bargaining Agreement between OCH and Local 20, which is effective May 1, 2017 through April 30, 2020 (the "Local 20 OCH CBA") (a copy attached hereto as Exhibit 9).
6. Attached hereto as Exhibit 10 is the true and correct copy of the written memorialization of the proposal made pursuant to Bankruptcy Code § 1113 by the Debtors to the California Licensed Vocational Nurses Association (the "CLVNA") to reject and terminate the Collective Bargaining Agreement between OCH and CLVNA, effective November 2016 October 21, 2019 (the "CLVNA CBA") (a redacted copy attached hereto as Exhibit 11).

[^0]I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 3rd day of January, 2019 in Washington, DC.


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## Exhibit 1

December 7, 2018
Via Email (aprediletto@calnurses.org) and U.S. Mail
Andrew Prediletto
California Nurses Association
225 West Broadway, Suite 500
Glendale, CA 91204
Re: Proposal Regarding Disposition of CBAs
Dear Mr. Prediletto:
Thank you for your time yesterday. Richard Adcock, Steven Sharrer and I appreciated meeting with you and your colleagues from California Nurses Association ("CNA"). As discussed, Dentons is counsel to Verity Health System of California, Inc. ("Verity") and several affiliates, including O'Connor Hospital ("OCH") and Saint Louise Regional Hospital ("SLRH" and, collectively referred to with OCH as the "Debtors"), in their bankruptcy cases currently pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "Court"), which commenced on August 31, 2018 (the "Petition Date").

This letter memorializes the proposal made to you yesterday pursuant to Bankruptcy Code section 1113 to reject and terminate the Collective Bargaining Agreement between SLRH and CNA 2016-2020 (the "SLRH CBA"), the Collective Bargaining Agreement between OCH and CNA 2016-2020 (the " OCH CBA"), and all terms incorporated therein under the CNA/VHS Master Agreement (12/22/16-12/21/20) related to SLRH and CNA (collectively, the "CBAs"). We urge you to share this proposal with your legal counsel.

As we discussed, the proposal is that the Debtors will need to terminate the SLRH CBA and the OCH CBA because they will no longer own or operate the Hospitals and will shortly commence steps to do so by proceeding in the Court pursuant to section 1113 of
the Bankruptcy Code, 11 U.S.C. §101-1531, as amended (the "Proposal"). The necessity of the Proposal is supported by the following:

On October 1, 2018, the Debtors filed a Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Sale Procedures Motion") [Dkt. No. 365]. Attached as Exhibit A to the Sale Procedures Motion was the proposed Asset Purchase Agreement ("APA") to sell the Hospitals to Santa Clara County (the "County"). A copy of the Sale Procedures Motion and APA was served on Local 20 at that time.

On October 31, 2018, the Court, after a notice and hearing, entered an Order approving the Sale Procedures Motion (the "Sale Procedures Order") [Dkt. No. 725], which approved the County as the "stalking horse" purchaser for certain assets and liabilities of OCH and SLRH as set forth in more detail in the APA.

The Sale Procedures Order established a deadline of December 5, 2018 (the "Bid Deadline") whereby interested parties who met certain criteria (each an "Alternative Qualified Bidder") could submit bids to purchase the assets and liabilities of OCH, SLRH or both Debtors (each an "Alternative Qualified Bid"). After the Debtors undertook a thorough marketing process to sell in whole or in part the Hospitals, no Alternative Qualified Bidder (or any other bidder) has presented an Alternative Qualified Bid (or any other bid) by the Bid Deadline, nor has any party requested additional time within which to submit such a bid. So, at this time, besides the County, no party has expressed material interest in acquiring and operating the Hospitals.

Due to the absence of an Alternative Qualified Bidder, the Debtors will seek final approval of the APA at a hearing before the Court on December 19, 2018. Under the APA, the County does not seek to be bound by the terms of, or obligations under, the CBAs.

Because the APA is for the sale of all operations of OCH and SLRH, after the Sale closes (which we expect to occur at late February or March 2019), the Debtors will no longer operate those Hospitals and, therefore, will have no further need for the SLRH and OCH CBAs, and, as the County will only acquire the Hospitals free from the CBAs, aver that rejection of them is necessary to permit reorganization of the Debtors because
the only bidder in a thorough marketing and auction process will not assume the CBAs. Our hope is that we may proceed consensually with CNA with respect to the rejection process and in determining and settling CNA's right to rejection relief. The Debtors, of course, remain open to receive and consider all comments, concerns and proposals from you.

Please note that the Debtors reserve the right to amend, add, delete or modify this proposal.

Should you or legal counsel desire further information to communicate about this proposal, please feel free to contact me directly.

Thank you.

Sincerely,


Sam J. Alberts
cc: Richard G. Adcock
Steven Sharrer
Elspeth Paul
Pascale Roy
Samuel Maizel
Tania Moyron
An Ruda

## Exhibit 2

## SLRH CNA LOCAL CONTRACT 2016-2020

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## ARTICLE 1: RECOGNITION AND COVERAGE

## Section A: Recognition

Saint Louise Regional Hospital (hereinafter referred to as the "Employer") recognizes California Nurses Association (hereinafter referred to as the "Union" or the "Association") as the bargaining representative for the following employees of Saint Louise Regional Hospital:

All regularly-scheduled full-time, regularly-scheduled part-time, per diem, including wound care and endoscopy nurses and case managers, employed by Saint Louise Regional Hospital in Gilroy, California; excluding admitting nurses, nurse educators, employee health nurses, utilization review Registered Nurses, all other employees, guards and supervisors as defined in the National Labor Relations Act.

## Section B: Coverage

Registered Nurses in classifications for which the Union is recognized as the bargaining representative in Section A Recognition, above, are covered by this Agreement when they are regularly scheduled to work sixteen (16) hours or more per week. Per Diem Nurses may not be regularly scheduled to work sixteen (16) or more hours per week; provided, however, that they may be regularly scheduled to work up to a full-time schedule to fill vacancies created by the temporary absence of a regular nurse, such as for vacation, sick leave, jury duty, leaves of absence or paid time off, and to fill temporarily a posted vacancy that has not been filled by a regular nurse or outside applicant.

## Section C: Applicability of Collective Bargaining Agreement to Per Diem Registered Nurses

All provisions of this collective bargaining agreement shall be applicable to per diem Registered Nurses, as set forth in Section A of this Article, with the exception of the following provisions which shall not be applicable to such per diem Registered Nurses only:

- Article 4.H - Reporting Pay
- Article 4.L - Shift Rotation
- Article 4.M - Weekends Off
- Article 5 - Paid Time Off and Extended Sick Leave
- Article 6.C.1 - Medical Disability Leave
- Article 6.C. 5 - Personal Leaves
- Article 6.C.6 - Association Leave
- Article 6.L - Bereavement Leave
- Article 6.M - Education Leave and Tuition Reimbursement
- Article 7.A - Jury Duty
- Article 8 - Health and Welfare Program


## ARTICLE 2: EMPLOYER RIGHTS

The Employer will retain and have exclusive right to exercise all customary functions of management of its operations, including, by way of example only and without limitation, the right to manage and control the premises and equipment; the right to select, hire, promote, suspend, discharge, assign, supervise and discipline Nurses; the right to determine and change starting times, quitting times and shifts; the right to determine and change the size of, composition of and qualifications of the work forces; the right to establish, change and abolish its policies, practices, rules and regulations and to adopt new policies, practices, rules and regulations; the right to determine and modify job descriptions, job classifications, job evaluations, and the assignment or reassignment of particular functions; the right to determine the nature and extent of its operations and the services to be provided or discontinued; the right to determine or change methods and means by which the Employer's operations are to be carried on including the right to subcontract one or more services; the right to assign duties to employees in accordance with needs and requirements as determined by the Employer; and the right to carry out all other necessary, traditional and/or usual functions of management, whether or not exercised by the Employer prior to execution of this Agreement, and subject only to express limitations as set forth in the provisions of this Agreement.

In the event that the Employer intends to: (1) change unit starting times and quitting times; (2) establish, change or abolish policies, rules or regulations or adopt new policies, rules or regulations; (3) modify or adopt new job descriptions or job classifications; or (4) subcontract bargaining unit work; and such changes will impact terms and conditions of employment, the Employer will provide written notice to the Union sixty (60) days in advance, and, upon request, will bargain over the proposed changes or new policies/job descriptions/job classification during the sixty (60) day period.

## ARTICLE 3: EMPLOYMENT CATEGORIES

## Section A: Status


2.


## Section B: Change in Status

If a Regular Nurse converts to Per Diem status, then (s)he will be paid any remaining accrued but unused PTO. Should the Nurse reconvert to Regular status within the twelve (12) month period, (s)he Staff will begin to accrue PTO at his/her previous rate.

## Section C: Staff Nurse Categories

1. Staff Nurse I. A Nurse hired with less than twelve (12) months of recent acute care hospital experience as a Registered Nurse will be classified as a Staff Nurse I until (s)he has a total of twelve (12) months' experience, at which time (s)he will be reclassified as a Staff Nurse II, and placed on Step 1. The date of reclassification will become the Nurse's anniversary date for salary step progression purposes.
2. Staff Nurse II. A Nurse who has one (1) or more years of recent acute care hospital experience as a Registered Nurse will be classified as a Staff Nurse II.
3. Staff Nurse III. A Nurse who has satisfied the requirements established through the procedures set forth in Section D, below, will be classified as a Staff Nurse III. Upon reclassification, the Nurse will be paid at the same step, but his/her date of reclassification will become the anniversary date for salary step progression purposes.
4. Staff Nurse IV. A Nurse who has satisfied the requirements established through the procedures set forth in Section D, below, will be classified as a Staff Nurse IV. Upon reclassification to Staff Nurse IV, the Nurse will be paid at the same step, but his/her date of reclassification will become the Nurse's anniversary date for salary step progression purposes.
5. Reclassification To A Lower Category. Should a Staff Nurse III or Staff Nurse IV fail to satisfy the requirements established through the procedures set forth in Section D below, as appropriate, the Nurse will be reclassified to the appropriate lower category (i.e., to Staff Nurse III or Staff Nurse II depending upon the circumstances). Upon such reclassification the Nurse will be paid at the same step on the applicable scale, without adjustment to the Nurse's anniversary date for salary step progression purposes.

## Section D: Clinical Ladder Committee

The criteria for Staff Nurse III and Staff Nurse IV developed by the Professional Performance Committee shall continue to be effective and may be modified only by mutual agreement between the Professional Performance Committee and the Chief Nurse Executive.

## ARTICLE 4: COMPENSATION AND HOURS OF WORK

## Section A:Salaries

1. Hourly compensation will be as set forth in Appendix A.
2. The Employer will pay Nurses on the basis of fourteen (14) consecutive day pay periods.
3. Wage adjustments will be made in the pay period beginning closest to the date of adjustment.
4. Progression Schedule/Step Increases

All nurses will progress annually through the wage scale steps to Step 5 based on their most recent hire date in the bargaining unit. A nurse must be employed with Saint Louise Regional Hospital through the end of the 5th year to move to Step 6, through the end of their 9th year to move to Step 7, and through the end of the 19th year to move to Step 8.

Newly graduated nurses with less than 12 months experience in an acute care setting will start as RN I, Step 1.

Nurses with more than 12 months experience but less than 24 months in an acute care setting shall start as RN II, Step 1.

Nurses with more than 24 months experience but less 36 months or less in an acute care setting will start as RN II, Step 2.

Nurses with three (3) to five (5) years experience in an acute care setting will start as RN II, Step 3.

Nurses with six (6) to nine (9) years experience in an acute care setting will start as RN II, Step 4.

Nurses with 10 or more years experience in an acute care setting will start as RN II, Step 5.

## 5. RN III and RN IV

In accordance with the RN III/IV Criteria, a newly hired nurse who has obtained RN III/IV designation at another hospital with a CNA Agreement may be hired as a RN III/IV pursuant to the above experience steps. The appropriate department manager and the PPC will evaluate such RN within 90 days from their date of hire to determine if the Nurse may continue at the RN III/IV status. A Nurse in this status who is determined not to meet the Saint Louise Regional Hospital criteria will be reclassified to RN II/III (as appropriate) at the same step.

## Section B: Straight Time Shifts and Workweek

1. The Employer may implement alternative shifts on a unit-wide basis pursuant to Appendix B. Subject to staffing and the need to match shifts, the Employer will attempt to reasonably accommodate a Nurse for whom working an alternative shift presents a hardship.
2. A full-time straight time workweek will be forty (40) hours for Nurses employed on a forty (40) hours workweek basis, and eighty (80) hours for Nurses employed on the $8 / 80$ plan under the Fair Labor Standards Act, as amended.
3. Nurses will not be required to work a shift which is split by any unpaid break of over one (1) hour.

## Section C: Overtime


4. Mandatory overtime will be restricted as provided in this subsection.
a. There shall be no mandatory overtime except as follows:

1) a state of emergency as declared by city, county, state or federal authorities; or
2) inability to transfer ED patients to other facilities due to lack of beds at other facilities and lack of staffed beds at SLRH; or
3) unexpected multiple admissions.
b. Mandatory overtime will be limited to extraordinary circumstances and all reasonable efforts will be made to obtain voluntary or external assistance.
c. The nurse will not be required to work more than two (2) hours beyond the end of his/her shift in the case of a 12 -hour shift nurse, or more than four (4) hours beyond the end of the shift in the case of an 8 -hour shift nurse; nor shall a nurse be required to work more than four (4) hours of mandatory overtime in any calendar month.
d. Each incident of mandated overtime will be documented by the manager or designee and copies provided to the nurse, staffing office, and the PPC. The PPC will review all mandated overtime for the purpose of identifying ways to minimize future incidents.
e. Mandatory overtime will be distributed equitably among the RNs in the unit.
f. In the circumstances described above, volunteers or $\mathrm{RN}(\mathrm{s})$ required to remain on duty will be compensated at double time ( 2 x ) for all hours worked beyond their regularly scheduled shift.
g. Mandatory overtime does not include the time required to finish charting, to give report, or to complete an assignment/procedure begun by the Registered Nurse(s) prior to the end of the shift; nor does it include time spent beyond the end of the shift engaged in emergent procedures (e.g., Code Blue) begun prior to the shift's end. In addition, mandated overtime due to an emergency declared by federal, state, county or city authorities will not be subject to the hours limitations of this section.
5. Double-Shift Overtime


## Section D: Workday and Workweek

The "workday" and "workweek" will be a standard period of time for all Nurses. The workweek will begin at 12:00 midnight on Sunday and end at 11:59 p.m. on the following Saturday. The workday is the twenty-four (24) hour period beginning at 12:00 midnight.

For those Nurses whose shifts overlap workdays/workweeks, the start time will be the determining factor to establish the workday or workweek (e.g., an 11:00 p.m. Saturday to 7:00 a.m. Sunday shift is considered a Saturday shift).

## Section E: Shift Differential

1. P.M. Shift.
2. Night Shift.

3. Alternative Shifts. A Nurse will be paid P.M. Shift Differential for hours worked between the hours of 3:00 p.m. and 11:00 p.m., and Night Shift Differential for hours worked between 11:00 p.m. and 7:00 a.m.
4. Hours worked beyond the end of the Nurse's shift, as an extension of the shift, will be paid the same differential as received for the final scheduled hour of the shift, if any.
5. Weekend Differential.
6. When a nurse is absent from a scheduled shift due to illness/injury and is eligible for PTO/ESL/PSL, the nurse shall be paid their regular rate plus any applicable shift differential.

## Section F: On-Call and Call-back (Short Notice Call)

1. 
2. 



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3.


Such premiums will cease at the commencement of the Nurse's next scheduled shift or when the Nurse is released from work, whichever is earlier. This provision will not apply when a Nurse is recalled from a daily cancellation or is called in due to a disaster alert. Short call premium shall apply for Full-time and part-time RNs only.
4. When a Nurse is pre-assigned to be on call at the conclusion of his/her shift, the on-call time starts when the Nurse completes his/her assignments and leaves work. Time spent completing an assignment from the previous shift is considered normal overtime and does not trigger on call obligations. If the designated on call Nurse is asked to stay at the end of a scheduled shift to commence work on a new assignment that would have required another Nurse to be called in or stay beyond the end of their shift, on call and call-back time provisions shall then be applicable. For the purpose of this section, a "new assignment" shall mean assignment to a new procedure or case that occurs at or immediately after the end of the scheduled shift.

## Section G: Meetings

1. Nurse attendance at mandatory meetings called by the Employer, including mandatory in-service education meetings, will be considered time worked.
2. Nurses attending mandatory meetings on a scheduled day off will be paid at straight time or one and one-half times ( $11 / 2 \mathrm{x}$ ) their regular rate, whichever rate applies under Sections B and C, above. Nurses attending a meeting while on standby will be paid for their attendance in accordance with this Section $G$ and not pursuant to the call-back provisions of Section F.2., above.

## Section H: Reporting Pay

A Nurse who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any nursing work to which s/he may be alternately assigned by the Hospital, subject to the provisions of contract articles regarding floating. If no
alternate work is available, the Nurse shall be paid for the full shift, unless the Nurse volunteers to leave early.

## Section I: Meals and Rest Periods

Each Nurse shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. A Nurse who misses one or more breaks during a shift shall be paid a penalty of one hour's pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Nurses who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. A Nurse who misses his/her meal period shall be paid a penalty of one hour's pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Nurses who work scheduled shifts of twelve (12) hours shall be granted two (2) unpaid meal periods, but may voluntarily waive the second 30 -minute meal break. This waiver shall be in writing and in advance, and such waiver may be revoked by the Nurse at any time.
"Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculation of overtime.

## Section J: Rest Between Shifts


hours worked and paid at the rate of time and one-half for whatever reason count as rest periods for purposes of this Section. These rest between shift provisions may be waived upon the request of the Nurse and with the approval of his/her supervisor.

## Section K: Relief in a Higher Classification (Charge Nurse)



Upon implementation of the nurse to patient ratios as defined in Title 22, there shall be a RN assigned charge duties on each shift in the Med/Surg/Peds (MSP) unit.

The Charge Nurse shall not have a planned direct patient care assignment in order to be a resource. The Charge Nurse shall not be included in the calculation of the licensed nurse-topatient ratios, i.e. out of count.

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Nothing in this section shall preclude the Charge Nurse from temporarily taking a patient care assignment to relieve for breaks/meals, or assist with admissions, or provide support during peak/unplanned patient care activity.

Charge assignment shall be offered to a regular or part time Registered Nurse on the unit prior to being assigned to a Per Diem Nurse, provided that such Regular Nurse is, in the judgment of the unit director, fully qualified to perform all duties of the Charge Nurse.

## Section L: Shift Rotation

The Employer will not require Nurses who have bid upon and accepted a position on a particular shift to rotate shifts, except for the purposes of training, orientation and/or precepting. Notwithstanding the preceding restrictions, the Employer may post and fill vacant positions which call for the rotation of shifts, and a Nurse may also voluntarily waive the prohibition against rotating shifts with respect to the position (s)he already holds, in which case (s)he may be scheduled for such shifts without his/her position being posted. If the Employer posts a rotating shift position, the position will not call for work on more than two (2) shifts, and will specify the shifts involved.

## Section M: Weekends Off

1. A weekend is defined as Saturday and Sunday, except in the case of a night shift it means Friday and Saturday.
2. Guarantee of Weekends Off - The hospital shall grant each regular full-time and regular part-time RN every other weekend off. This provision may be waived on the written request of the individual RN .
3. 



This premium pay provision will not apply to a Nurse who is currently working an every weekend schedule or working more than every other

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weekend at his/her request. This provision may be waived on the written request of the individual nurse.
4. Nurses who are cancelled on their scheduled weekend shall be given credit for the weekend and shall not be required to make up such weekend.

## Section N: Preceptees and Preceptor Differential

Newly hired nurses and nurses who have transferred into the facility or a new division will not be counted in the staffing complement while being precepted. The length of precepting shall be based on the nurse's prior experience and/or training and determined by the Nurse Manager/designee. The preceptorship will be based on the existing unit/program-based orientation/precepting packet, which shall include skills checklists and competencies and shall include written objectives, measurable and time-limited goals. All documents are to be provided to the Nurse Manager/designee in accordance with the objectives and time-limited preceptorship goals.

A preceptor is an experienced and competent Staff Nurse who has received formal training to function in this capacity and serves as a role model and resource person for newly graduated nurses, including Interim Permitees, experienced nurses transferring to a department requiring different skills and competencies, paramedic interns, Nursing instructors and final semester nursing students. The Employer will ensure that the nurse selected to perform preceptor duties is provided the relevant (school specific) preceptorship program and competency/skills checklist.

RN II/III/IV selected for preceptor training shall have preceptor training paid for by the Employer and the RN shall be paid his/her regular hourly rate of pay for attending the training. Such nurses who participate in the training shall be required to serve as preceptors upon request from the Employer for a period of two (2) years, at which time the Employer and the nurse shall review and may agree on continued service as a preceptor for an additional two (2) years. The requirement to perform as a preceptor may be waived for good cause and the Employer will not unreasonably deny a request for wavier.

A nurse shall be paid a differential of Two Dollars and Fifty Cents (\$2.50) per hour for all hours worked as a preceptor, unless he/she chooses to use such for his/her clinical ladder advancement.

## Section O: Paycheck Errors

In the event of a paycheck error resulting in an underpayment, a check for the underpayment shall be issued within twenty-four (24) hours (normal business day/hours, Monday through Friday, excluding recognized holidays). In the event that there is a dispute about wages owed,
the Hospital will make all reasonable efforts to research and resolve the disputed amount in a timely manner.

Section P: Compensation for Per Diem Registered Nurses

## ARTICLE 5: PAID TIME OFF AND EXTENDED SICK LEAVE

Paid Time Off (PTO) and Extended Sick Leave (ESL) will be provided to the Nurses during the life of this Agreement in accordance with the Employer's PTO Policy and Procedure, applicable to all non-contractual employees at Saint Louise Regional Hospital.

## Section A: Purpose of PTO

The Employer recognizes the need to provide eligible Nurses with paid periods of time away from work to rest and attend to personal needs.

PTO hours are used to provide pay for hours not worked due to:

1. Absences related to personal illness or accident not covered by disability income plans or ESL (or PSL if applicable).
2. Family needs/responsibilities.
3. Recognized holidays.
4. Vacation days.
5. Other reasons.

Paid leave for bereavement, attendance at educational programs, and jury duty are covered by separate policies found under those titles.

## Section B: Eligibility for PTO/ESL

Nurses who work a regular schedule of 40 hours or more per pay period (i.e., benefit-eligible Regular Full-Time and Regular Part-Time) participate in the PTO program. PTO hours accrue immediately upon employment classification in a regular schedule as defined above and accrued hours may be used immediately with the Nurse's manager's approval.

## Section C: PTO Accrual Schedule



Section D: Accrual and Payout of PTO
PTO will not accrue during an unpaid leave of absence or suspension from duty. However, hours accrued until the unpaid period began are not lost and will be available to the Nurse.

1. Accrual Limit. Once a Nurse has accrued 420 PTO hours, accruals stop. If a Nurse has accrued 420 hours and uses PTO, thereby reducing the balance below 420 , the accruals will resume the following pay period and continue until such time as the 420 limit is again reached. The accrual limit will be 420 hours.
2. Emergency Cash-out. Nurse may voluntarily elect to cash-out accrued and unused PTO only if a hardship arises, such as an immediate and substantial financial need arises, such as for the payment of medical care expenses previously incurred by the Nurse or his/her spouse or dependents, or the pending eviction or foreclosure on a mortgage on the Nurse's principal residence, or costs related to the purchase of the Nurse's principal residence other than mortgage, provided the Nurse cannot satisfy the financial need through reimbursement or compensation by insurance or otherwise, liquidation of the Nurse's assets, other distributions or nontaxable loans from retirement plans maintained by the Employer, or borrowing from commercial sources on reasonable commercial terms.
[Note: The emergency cashout provision is intended to permit withdrawals of accrued PTO in cash to those circumstances that are consistent with the Internal Revenue Service's position as it may be amended from time to time, concerning when such withdrawals may be made without creating "constructive receipt" of income issues, and as articulated for instance in its regulations regarding hardship withdrawals from 403(b) plans. The language contained in this provision is only intended to summarize the position as of the date of signing of this Agreement.]
3. Vacation Advance. Requests for advance PTO checks prior to vacation must be approved by the Manager and received by Payroll two (2) weeks prior to the last day worked.
4. Donation of Accrued PTO. Nurses may donate PTO to other SLRH Nurses who have exhausted their PTO balance. Such donations may occur where another Nurse has experienced an unforeseeable hardship, which is defined as a severe financial hardship to the Nurse resulting from sudden and unexpected illness or accident involving the Nurse or the Nurse's dependent, loss of the Nurse's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as the result of events beyond the control of the Nurse. These could include such things as loss of home due to natural disaster, or a catastrophic illness or injury, which has created a financial hardship.
5. PTO Pay at Termination. A nurse who terminates employment with the hospital shall receive all accrued unpaid PTO earned up to the date of termination at the nurse's straight-time hourly rate.
6. Cash Out of PTO. A nurse may cash-out accrued, but unused PTO in increments of 8 hours twice during the calendar year. This cash-out will be at $100 \%$ of the value of the requested PTO hours to be cashed-out. The nurse's PTO account balance may not be reduced below eighty (80) hours subsequent to the PTO cashout.

Nurses may elect PTO cash-out as follows:
a. Nurses between the first (1st) and fifth (5th) years of service - up to eighty (80) hours in a calendar year.
b. Nurses with five (5) or more years of service - up to one hundred twenty (120) hours in a calendar year.

## Section E: Use of PTO to Cover Personal Illness/Disability

PTO hours are used to cover personal illness/injury lasting three (3) consecutive workdays ( 24 consecutive work hours for alternative shift nurses) or less. If the Nurse has insufficient PTO to cover this period, it is taken off without pay.

Regular full-time and part-time Nurses may use up to one-half of their annual PTO accrual, if available at the time of need, for time off to care for a sick child, parent, spouse, registered domestic partner or child of a registered domestic partner.

## Section F: ESL Accumulation and Payout



1. Accumulation Maximum

After a Nurse has been off work due to personal illness/injury more than three (3) consecutive workdays, ( 24 consecutive work hours for alternative shift nurses) the Nurse may integrate use of their ESL account with State Disability.
2. Waiver of Waiting Period. If a Nurse is hospitalized as an inpatient or has surgery as an outpatient in a same-day surgery center or hospital during the first three (3) days of illness, or has oral surgery, ESL or PSL may be used on the first day. If administration and/or Nurse health removes an RN from his/her scheduled shifts for infection control reasons, the RN shall be eligible to access his/her ESL/PSL immediately.
3. Integration. When a Nurse is eligible to receive state disability or workers' compensation benefits, the Nurse must apply for such benefits. If these benefits do not equal the Nurses' normal wages, PTO, ESL, PSL, as appropriate, shall be used in an amount sufficient to equal but not exceed the Nurse's regular base pay.

## Section G: Use of ESL for Illness While on PTO

If a Nurse becomes ill or injured while on PTO, the Nurse will continue to use PTO until the ESL waiting period, if any, as defined in F.2., has passed. The ESL waiting period, if any, will start the 1st day of the illness, which must be verified in writing by the attending physician.

## Section H: Use of PTO During Sick Leave

If the Nurse has no accumulated ESL to cover extended illness, PTO may be used. If PTO is not available this time off shall be without pay.

## Section I: Verification of Illness

Medical and/or other appropriate verification may be requested by the facility regarding absences or use of ESL. Medical verification by Nurse Health may also be required to confirm fitness to return to duty.

## Section J: PTO Scheduling

1. Annual Use. Nurses are encouraged to use their full annual accruals each year. A minimum of 120 hours of PTO (prorated to scheduled hours) shall be taken by a Nurse during each full calendar year of employment.
a. A Nurse may split his/her scheduled PTO into segments of no less than one (1) week and no more than two (2) weeks. Notwithstanding the preceding limitation, at the written request of the Nurse, and with the mutual agreement of the Employer, a Nurse may take scheduled PTO of more than two (2) consecutive weeks, or may set aside up to one (1) week of scheduled PTO to be taken in daily segments with at least thirty (30) days' advance notice and provided the Employer determines that staffing, patient care and other previously granted PTO requests permit.
b. Nurses will submit their scheduled PTO requests, in writing, for the period from April 1st through March 31st, in priority order, by the preceding February 1st. The Employer will post a "Scheduled PTO" schedule by March 1st.
c. In granting scheduled PTO requests the Employer will consider staff availability, patient care needs and census trends, but will not prohibit the taking of scheduled PTO based solely on the season of the year.
d. In granting scheduled PTO requests, the Employer will attempt to accommodate the highest priority request possible for each Nurse before granting second requests, and will then attempt to accommodate the next highest priority request possible for each Nurse by seniority and so on.
e. Requests made after March 1st will be considered, and granted where appropriate, on a first-come, first-served basis. Managers will approve or deny such requests within two (2) weeks of submission of the PTO request.
2. Use of PTO For Recognized Holidays. Whenever possible, Nurses will be automatically scheduled off during recognized holidays. The Nurse shall use PTO, but may request in writing to take the time off without pay if the Nurse has less than 40 hours of accrued PTO.
3. Recognized Holidays. The following holidays are recognized by the Employer.

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| New Year's Day | Independence Day |
| :--- | :--- |
| Martin Luther King Jr.'s Birthday | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

4. Pay for Working On A Recognized Holiday. Nurses required to work on one of the above holidays will be paid one and one-half ( 1 and $1 / 2$ ) times their hourly rate for the first 12 hours worked and double time in excess of 12 hours (see 12 hour shift agreements, where applicable); provided, however, that a Nurse required to work Christmas and Thanksgiving Day will receive double time (rather than time and one-half) for all hours worked on Christmas Day.
5. Major Holiday Off. The Employer will use its best efforts to grant each Nurse one of the following three (3) holidays off: Thanksgiving, Christmas Day and the day following Thanksgiving Day. The Employer will grant each Nurse requesting off on Christmas Day and/or Thanksgiving Day one of these two (2) days off before granting any Nurse both such days off. If more Nurses request Christmas Day off than can be accommodated, the requests will be granted by seniority in each unit/department consistent with the need for the presence of specific skills and abilities. The requests of Nurses denied a request for Christmas Day off one year will be considered first the following year, and if all such requests cannot be granted, they will be granted by seniority in each unit/department consistent with the need for the presence of specific skills and abilities. For subsequent years, the process will be repeated.
6. Holiday Shift Defined. A Nurse shall be paid for all hours worked on a holiday. (For example, if a Nurse is scheduled to work at 7:00 p.m. on July 3rd until 7:30 a.m. on July 4th, s/he will be paid only holiday pay from 12:00 a.m. on July 4th until 7:30 a.m.).
7. Newly Hired Nurses. A newly hired Nurse without sufficient accumulated PTO to cover a holiday, for which they are scheduled off, will be paid only to the extent of his/her accrued PTO hours.
8. Exclusion Of PTO And ESL Hours From Overtime Calculation. PTO and ESL hours are not used in calculating overtime pay.
9. Unscheduled Use Of PTO. Nurses may request PTO for unplanned absences in addition to those that are pre-scheduled. Unplanned absences could include dependent care needs, personal illness/injury or emergency. To be eligible for payment of unplanned absences, the Nurse must contact his/her supervisor as soon as she/he is aware of the circumstances necessitating the absence, and must notify the Nursing Supervisor at least two (2) hours prior to the start of the shift.
10. Use of PTO for Daily Cancellation. Managers may require Nurses to take time off due to low census or other financially related needs. When such time off is taken voluntarily or as required by the Employer, Nurses may elect to use PTO or take time off without pay.

## ARTICLE 6: LEAVES OF ABSENCE

## Section A: Leaves of Absence Defined

A leave of absence is any absence from work, whether paid, unpaid, or a combination of paid and unpaid absence, normally for more than one (1) consecutive week, other than vacation leave. However, family/medical and pregnancy disability leaves of a shorter duration will also be handled in accordance with this Article.

## Section B: General Provisions, Procedures and Obligations

Except to the extent that this Agreement conflicts therewith, the general provisions, procedures and obligations applicable to leaves of absence will be those set forth in the Employer's policies and procedures regarding such leaves. Should the Employer make substantial changes to such policies, it will notify the Union of the changes in advance of their effective date and, upon the Union's request, will meet to explain and discuss their impact and the reasons therefore.

## Section C: Types and Maximum Duration of Leaves

1. Medical Disability Leave. A Nurse is entitled to a leave of absence of up to a maximum of six (6) months for the Nurse's total absence due to disability or illness each year. Paid time off and unpaid leave will both be considered for purposes of determining the maximum leave available under this Section. This leave may be extended up to an additional six (6) months if the treating physician certifies that, in her/his medical judgment, the Nurse will be able to resume the essential functions of her/his job by the end of the extension.
2. Workers' Compensation. When a Nurse needs to take a leave of absence as a result of qualifying work-related injury, (s)he will be entitled to a workers' compensation leave. Duration of this leave will be determined on a case-by-case basis until the Nurse is able to return to work or is determined to be unable to return to work and the injury is determined to be permanent and stationary or maximum medical improvement (MMI). Nurses on workers' compensation leave are eligible to use their accumulated ESL from the first day of leave.
3. Statutory Family/Medical and Pregnancy Disability Leave. Nurses will be eligible for family/medical leave and pregnancy disability leaves as provided by applicable federal and state laws, and in accordance with and subject to the terms of the Employer's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.
4. Military Service. Military leave and the return to work thereafter will be handled in accordance with applicable law and the Employer's policy.
5. Personal Leaves. A leave of absence for personal reasons, or for reasons other than those specified in this Section, may be requested by an eligible Nurse. Such leaves may be granted for a period of up to thirty (30) calendar days, with up to two thirty (30) calendar day extensions each year, but the granting or denial of any such leave, including but not limited to determining the length of any leave granted, will be within the discretion of the Employer, consistent with applicable law. Requests for personal leave will not be arbitrarily denied.
6. Association Leave: If a nurse is elected or appointed to a position in the Union and provides a request to the Hospital, the nurse shall be granted an unpaid leave of absence of up to twelve (12) months.
a. A nurse shall request the leave as soon as the nurse learns of the need for such leave.
b. If the leave is for seven (7) days or more, the RN will provide notice to the hospital at least thirty (30) days prior to the start of the leave. Only one (1) such leave shall be granted at the same time. If the leave would create an undue burden on staffing, the Union, RN, and the Employer will review the request, staffing and available options. The Employer and Union agree the reasonable options will not be denied. The Hospital shall not be required to grant more than two (2) such leaves in a calendar year.
c. Benefits will continue through the end of the month in which the unpaid leave commences. The RN may continue benefits through COBRA.
d. If the leave is for one hundred twenty (120) days or less, the Nurse shall be reinstated in his/her original position. If the leave is longer than one hundred twenty (120) days, the Nurse shall be reinstated in his/her original position, if available. If the Nurse's original position is not available, the Nurse will have priority for any available position for which the Nurse is qualified.

## Section D: Eligibility for Leave

With the exceptions of Workers' Compensation, military and pregnancy disability leaves of absence, or where otherwise required by law, only Regular Nurses who have been working continuously for six (6) months will be eligible for a leave of absence under this Section. Eligibility for family/medical leave will be determined under applicable law. Notwithstanding
the foregoing, a Regular Nurse who has completed ninety (90) days of employment will also be eligible for Medical Disability Leave.

## Section E: Use of PTO and ESL During Leaves

Nurses are required to use any accumulated ESL and/or accrued PTO, as applicable, in connection with leaves of absence granted pursuant to this Section, except to the extent otherwise required by law. Payments will be coordinated with state disability, workers' compensation or any other wage reimbursement for which the Nurse is eligible. At no time will a Nurse receive greater total combined payment than the Nurse's regular wage.

## Section F: Leave Procedures

1. Request for Leave. Except in an emergency, requests for leaves of absence and any appropriate and/or required supporting information will be submitted by the Nurse to the Human Resources Department at least thirty (30) days in advance of the requested time off, or as much in advance as possible if the need is not known thirty (30) days in advance, on a form obtained from the Human Resources Department. Written approval or denial of the requested leave of absence will be given within fifteen (15) calendar days after submission of the request. Requests for an extension of a medical disability, workers' compensation, or family medical leave must be made as far in advance of the expiration of leave as possible, and no less than five (5) calendar days in advance, except where the Nurse can demonstrate that the need for an extension could not reasonably have been known that far in advance.
2. Emergency Leaves. In case of an emergency, the Nurse's supervisor will be notified immediately of the emergency and the reasons which require a leave, and the immediate supervisor will approve or deny the leave. If approved, and as soon as is possible thereafter, the Nurse will complete any necessary leave of absence application, and provide the required supporting information. Emergency leaves will be granted only for the reasons set forth in Subsections C.1., C.2., C.3., C.4., and C. 5 above, and the granting of approval will not affect the Employer's right to request subsequent verification of the reasons given when the leave was requested.
3. Commencement of Leave. Except as otherwise required by law, the leave will be deemed to have commenced from the first day of continuous absence for the reason for which the leave is granted.

## Section G: Verification

As a condition to authorizing, continuing or extending a leave of absence, the Employer may require verification (on forms to be obtained from the Human Resources Department) of the reasons given by the Nurse who is requesting the leave. In addition, the Employer may periodically request (typically, once per 30 days) updated information and/or documentation on the continued existence of reasons requiring a leave, and the Nurse's intent to return from leave.

## Section H: Return From Leave

Except as otherwise provided by law, a nurse returning to duty in accordance with an authorized medical disability leave of ninety (90) days or less shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which the nurse was employed before his/her absence. However, if conditions in the hospital have so changed that is not feasible to reinstate the nurse in such a manner (such as the elimination of the position or reduction in force in accordance with Article 12, Section A) the hospital will reinstate the nurse to as nearly comparable position and such nurse is eligible for all rights as described in Article 12, Section A.

Except as otherwise provided by law, a nurse returning from a leave in excess of ninety (90) days in accordance with an authorized medical leave will be offered:

1. His/her choice of any available position for which he/she is qualified, or;
2. Per Diem status in his/her original unit and shift and shall have reemployment rights in accordance with the contract;
3. Lay off with recall rights to the same unit/shift/status she/he had prior to the leave.

A Nurse returning from a medical disability leave, family/medical leave due to the Nurse's own disability, or workers' compensation leave, must provide the Human Resources Department with a clearance to resume duties from the Nurse's physician, as permitted by law, which clearance will be placed in the Nurse's health file. The Employer may seek verification from a physician designated by it, as and to the extent permitted by law.

## Section I: Failure to Return From Leave

Any Nurse who does not return to work on the due date in accordance with the terms of an approved leave will be terminated as of that date, unless a leave of absence extension has previously been requested in writing by the Nurse and granted in writing by the Employer, prior to the return due date. If the Employer denies an extension, the Nurse must return to work as of the original date authorized. Failure to return on the due date in accordance with the terms of a leave extension will also result in termination effective as of that date.

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## Section J: Performing Work While on Leave

Performing work for another employer during an authorized leave of absence that is similar in nature to the work performed for the Employer constitutes cause for dismissal unless authorized in advance by the Human Resources Department.

## Section K: Adjustment of Seniority Date and Anniversary Date

Except where otherwise required by law, if a leave of absence is in excess of the initial maximum leave available for the type of leave, the Nurse's seniority date and his/her anniversary date for compensation purposes will be adjusted forward for the period of the leave that exceeds that period. The Nurse will retain previously accrued or accumulated but unused paid time off benefits, if any, and to the extent that they are not exhausted during the leave, and will retain his/her benefit accrual status, but no such benefits will accumulate during the period of any unpaid leave.

## Section L: Bereavement Leave

When a death occurs in the immediate family of a benefited Registered Nurse, the Nurse shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. A Registered Nurse working a regularly scheduled three (3) day twelve (12) hours per day workweek shall be paid up to thirty-six (36) hours for such leave, at the applicable formula rate. Immediate family is defined as spouse, legally domiciled adult, sister, brother, daughter, son, mother, and father, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, parent or child of a legally domiciled adult, stepchildren, grandchildren, and the RN's own grandparents. If an RN is required to travel to a funeral or memorial service occurring more than two hundred (200) miles from the Hospital, upon request, the RN will be granted an additional two (2) days of his/her accrued vacation/holiday or unpaid leave. A part time Nurse shall receive bereavement leave in the same ratio that the Nurse's regular schedule bears to a Full Time Schedule.

## Section M: Education Leave, Tuition Reimbursement and Certification

1. General. The Employer will provide, to each Regular Full-time Nurse, up to forty (40) hours of education leave each calendar year for the purposes, and under the conditions, described in this Section. Regular Part-time Nurses will be eligible for such leave in the proportion that their regularly scheduled hours bear to a fulltime schedule. Leave will also be prorated for any calendar year in which the Nurse is employed in a Regular status for less than the full calendar year. Unused education leave hours for which a Nurse is eligible may not be carried over from one calendar year to the next.
2. Definition of Qualified Leave. Education leave may be used for state or nationally recognized courses for which CE credit is available, which also involve specific skills: that are utilized by the Nurse in his/her job; that would improve or increase his/her skills and knowledge in the performance of his/her job; or that would enable him/her to qualify or remain qualified for another position with the Employer. Examples could be regular CE accredited courses that relate to the duties of the Nurse on his or her unit, as well as courses for MICN, CCRN, ACLS, PALS, NALS and Oncology Nurse Certification, etc., which are either necessary to retain the Nurse's current position, or are necessary for him/her to move into a new position in which (s)he is interested. The Employer may require a Nurse to utilize eight (8) hours (six (6) hours in the case of a Part-Time Nurse) each year in the Employer's staff education programs, which will be job related, will qualify for continuing education credit, and will be at no cost to the Nurse.
3. Home Study Courses. RNs eligible for Educational Leave may use BRN acceptable home study courses for Continuing Education Units. BRN acceptable home study courses are defined as courses of continuing education, the extent which must be relevant to the practice of nursing. Learning experiences are expected to enhance the knowledge of the Registered Nurse at a level above that required for licensure. Courses must be related to the scientific knowledge and/or technical skills required for the practice of nursing, or be related to direct and/or indirect patient care. Courses related to the scientific knowledge for the practice of nursing include basic and advanced courses in the physical, social, and behavioral sciences, as well as advanced nursing in general or specialty areas. Content which includes the application of scientific knowledge to patient care in addition to advanced nursing courses may include courses in related areas, i.e. human sexuality, death, dying, and grief; foreign language (conversational); therapeutic interpersonal relationship skills; pharmacology; and those relating to specialty areas of nursing practice.
4. Application For Leave Procedure. In order to receive paid education leave, the Nurse must apply for the leave as far in advance as (s)he reasonably can, and in no event less than forty-two (42) days prior to the date(s) upon which the course is to be given. An RN who submits a request for Educational Leave that is less than forty-two (42) days prior to the date of the course, will have the request granted, providing the RN obtains coverage of comparable competencies (RN). This coverage shall not incur overtime. When submitting his/her request, the Nurse must submit to his/her manager the course curriculum and information about its relationship to the attainment of advanced skills as described above.
5. Approval of Leave Requests. The Manager will determine whether the course or program qualifies for paid leave. Approval for qualified education leave that was requested in a timely manner in accordance with the procedure described above will be subject to staffing requirements, and will not be unreasonably withheld. If the availability of a course first becomes known less than eight (8) weeks in advance, the Nurse may apply to have it approved for educational leave, but whether it is approved will be in the sole discretion of the Manager.
6. Payment for Leave. Payment for approved education leave will be made upon submission by the Nurse of evidence of satisfactory completion of the course for which the leave was requested and approved, and will be based upon the Nurse's scheduled shift hours.
7. Attendance At the Direction of the Employer. If the Employer requires a Nurse to attend a particular course or program for the benefit of the Employer (other than courses or programs that must be attended to maintain the required skills or qualifications for the position), the hours spent attending the course or program will be paid, but will not count against the education leave hours for which the Nurse is eligible. Any nurse requesting to attend PALS and ACLS certification will have the course provided at no cost to the Nurse, and the hours will not be counted against education leave. The two (2) day ACLS recertification will be available for Nurses in all departments, excluding ICU and Emergency Department.
8. Supplemental Leave. The Employer may also elect to approve additional education leave for a Nurse or Nurses, either paid or unpaid, where it determines that it is appropriate to do so, but its decision in any given case(s) will be in its sole discretion and will not serve as precedent in any other case.
9. Dissemination of Information Acquired During Leave. The Employer may request a Nurse to make a presentation for other Nurses regarding the information learned through the course, and the Nurse will not unreasonably refuse the request. Such presentation, if requested, will be considered time worked, and paid accordingly.
10. Tuition Reimbursement.
a. Nurses must be employed by Saint Louise Regional Hospital for at least six (6) months to be eligible for tuition reimbursement.
b. Completed Tuition Reimbursement Form will be submitted to the Department Director to determine if the course meets eligibility requirements. Tuition Reimbursement Form must be approved prior to the start of the course. Upon successful completion of the course, the Nurse shall submit to the Department Director:
1) The approved Tuition Reimbursement Form.
2) The receipts for books and tuition.
3) A copy or the final grade report (minimum acceptable grade of "C"), or certificate which is evidence of satisfactory completion.
c. Reimbursement shall be within two (2) weeks of the submission of receipts and certification of completion of the course and/or transcripts.
d.

11. Certification. The hospital shall reimburse a nurse upon successful certification (and submission of certification and receipts) in a recognized specialty for the cost of certification. Reimbursement as described in Section 10 - Tuition Reimbursement shall be available for both initially obtaining, as well as maintaining such certification.

## ARTICLE 7: JURY DUTY AND COURT APPEARANCE

## Section A: Jury Duty

1. A Nurse is to present a Notice To Report to jury duty to his/her manager immediately upon receipt and is to cooperate in seeking to be excused or deferred if the Employer deems it necessary in the interests of patient care and staffing.
2. Nurses are eligible for jury duty pay for up to a maximum of four (4) weeks each calendar year, and may thereafter utilize PTO. The Nurse will receive pay for jury duty upon submission of a Proof of Duty Statement to his/her manager, showing the time called and the time released, if provided.
3. The Hospital may excuse a Night Shift either the night before or the night after the Nurse is to report for jury duty.
4. If a Nurse who regularly works a Day or P.M. Shift is excused before the end of his or her shift, the Nurse will immediately advise his/her Manager or Supervisor by telephone. In such a case, a Nurse will not be required to report back to work if the Nurse has served eight (8) or more hours on jury duty. If a Nurse has served less than eight (8) hours on jury duty, the Nurse may be required to report back to work, but the combination of hours worked and hours spent on jury duty shall not exceed eight (8), except to complete an assignment, charting, etc., unless the Nurse agrees otherwise. No Nurse will be required to report to work on other than the Nurse's previously scheduled shift. In the case of the P.M. Shift, the Nurse will work the difference in hours as close to the commencement of the shift as is practical.
5. A Nurse who lives more than thirty-five (35) miles from the Hospital will be given the option to not be scheduled for work and use PTO (if accrued) if placed on telephone standby by the Court.

## Section B: Court Appearances

1. All Nurses are eligible for pay associated with work-related court appearances, when the Nurse is appearing on behalf of the Employer. When a Nurse receives a subpoena for such an appearance, the Employer will reimburse the Nurse for the round trip mileage between the worksite and the place of appearance unless the Nurse receives such reimbursement with the subpoena.
2. If the time of the appearance is different than the Nurse's normal work shift, the Employer will also pay for the time spent traveling, waiting and testifying at the Nurse's regular rate of pay (including shift differential if it applies to the hours relating to the appearance). These hours will apply toward work hours for the overtime calculation.
3. Should a Nurse receive, from a court or sources other than the Employer, witness fees or mileage reimbursement, the Nurse shall forward such fees and reimbursement to the Employer when the Employer has paid the Nurse for the court appearance and/or mileage.

## ARTICLE 8: HEALTH AND WELFARE PROGRAM

During the life of this Agreement the Employer will provide eligible Regular Full-time and Part-time Nurses covered by this Agreement with the same health, dental, vision, life, accidental death and dismemberment, dependent life and long term disability insurance options, and the same medical reimbursement account and dependent care account options, as are provided to its other Nurses pursuant to the FlexAbility Program.

A Nurse hired into a Regular Full-time position, or into a Regular Part-time position involving a regular schedule of twenty (20) or more hours per workweek or forty (40) or more hours per pay period, and Nurses who convert to a Regular Full-time status or to a Regular Part-time status as described above from a Per Diem status, will be eligible for FlexAbility Program benefits on the first of the month following completion of sixty (60) days in Regular Full-time status or in such Regular Part-time status.

The premiums will be those charged for other Nurses in the DCHS and the benefits provided under the FlexAbility Program are subject to the terms, conditions, limitations and other provisions of the FlexAbility Program and the respective plan documents, and the plans making up the FlexAbility Program may be altered, amended, discontinued, replaced or augmented; provided, however, that the Employer will notify the Union in writing of such changes in benefits or plan provisions in advance, and will, upon request of the Union, meet to explain the changes and the reasons therefore; and provided further that if the premiums are to change the Employer will notify the Union in writing in advance, and will, upon request, meet to explain the changes and to negotiate with the Union concerning them prior to implementation.

## ARTICLE 9: RETIREMENT

## Section A: Retiree Health Benefits

A Nurse who retires on or after age fifty-five (55) will be entitled to continued Nurse only health insurance at the then existing COBRA rate for current Nurses until age sixty-five (65) or until the Nurse is eligible for Medicare, whichever is sooner, according to the following formula:
1.
2.


A Nurse who elects coverage beyond COBRA statutory coverage must make his/her election in writing within thirty (30) days of retirement, and failure to make such an election waives any right to continued health insurance with the exception of such COBRA coverage as is required by law.

A Nurse who elects coverage but does not maintain coverage by making regular, timely payments will lose coverage and such coverage will cease and may not be revived if the Nurse fails to comply with this action.

In order to qualify for this benefit, the Nurse must have at least five (5) years of continuous benefited service on the date of retirement and, other than that period, whole years of benefited service may be aggregated so long as the Nurse was continuously employed by the Employer. Continuous employment will be as defined in this Agreement, or if not so defined, then by the Employer's policy.

## ARTICLE 10:SCHEDULING

## Section A: Posting of Schedules

Nurses' work schedules and days off must be posted at least fourteen (14) days in advance of their commencement.

## Section B: Changes in Schedule

Once posted, the schedule will not be changed with less than fourteen (14) days' notice without agreement of the Nurse, except in the case of an emergency as declared by federal, state or local government agencies. Nurses may change days off with other Nurses in their department/unit, provided overtime or other premium pay does not result and provided they have at least equal skills and abilities, so long as the change is submitted to the appropriate immediate supervisor, and is approved in advance by the appropriate immediate supervisor(s) in his/her/their reasonable discretion. Once the schedule is posted, changes are to be submitted fourteen (14) days in advance. Changes submitted less than fourteen (14) days in advance may be granted at the supervisor's discretion.

## Section C: Schedule Development, Additional Work and Overtime

1. In development of the work schedule Nurses shall be scheduled in the following order:
a. Full-Time RNs working up to their status.
b. Part-Time RNs working up to their status.
c. Part-time RNs up to Full-time, as long as no overtime is incurred.
d. Traveler RNs.
e. Per Diem RNs working up to Full-time, as long as no overtime is incurred.
2. Additional work is work that is not pre-scheduled. This includes work created by unscheduled absences of a regularly scheduled Nurse, but does not include vacancies created by leave of absences or by the separation of a regularly scheduled Nurse. Guaranteed registry and travelers are considered as prescheduled.
3. The Employer shall offer additional work to Nurses in the same department/division as long as the additional work would not cause the Nurse to
incur overtime liability. Additional work will be offered by rotation according to the following preference list:
a. Regular Full-Time Nurses who have been House Cancelled, except those who have volunteered to be cancelled.
b. Regular Part-Time Nurses who have been House Cancelled, except those who have volunteered to be cancelled.
c. Regular Part-Time Nurses.
d. Per Diem Nurses.
e. Registry.
4. If the Employer cannot fill the additional work hours with Nurses working straight time, the additional hours will be offered to Nurses who have indicated their availability for overtime, on a rotational basis.
5. Full-Time and Part-Time Nurses will submit, in writing, the days and shifts they are available for additional work and overtime.
6. The above preference order in Paragraph 3 above will not result in bumping Nurses out of work which is prescheduled.

## ARTICLE 11: PERFORMANCE EVALUATIONS

The Employer will evaluate the performance of Nurses, in writing, at the completion of their probationary period, and not later than by the end of the fourth month of employment. Thereafter, the Nurse's performance will be evaluated annually. The nature of the employment evaluation will be determined by the Employer, the evaluation will be discussed with the Nurse by a member of Nursing Administration, and the Nurse will sign the evaluation to indicate that it has been reviewed with him/her. The Nurse's signature will not, however, be construed to indicate the Nurse's agreement with the evaluation. The Nurse may submit written comments concerning the evaluation, and is encouraged to do so. Any such written response will be attached to the evaluation, and placed in the Nurse's personnel file along with the evaluation. A copy of the evaluation will be given to the Nurse. Evaluations will not be subject to the grievance and arbitration procedures of Master Article 15.

## ARTICLE 12:SENIORITY

## Section A: Reduction In Force

1. Severance: Laid off regular full-time and part-time Registered Nurses shall receive severance pay according to the following:

2. Temporary Layoffs. "Temporary" for the purposes of this subsection will be a period of up to thirty (30) days. In the event the Employer must temporarily reduce the number of Nurses, or the number of hours, due to operational or other reasons, it will do so on a day-by-day basis ("daily cancellation").

The Employer will cancel personnel in the following manner and order, provided that the Nurses or other employees with the necessary qualifications and skills and ability can be retained through such rotation on a given day:
a. Registry Nurses;
b. Nurses scheduled for shifts that would involve overtime or other premium pay;
c. Nurses who are assigned to the classification and work area on the day and shift who volunteer to take a day off without pay;
d. Guaranteed registry and travelers from the unit and shift;
e. Per Diem Nurses assigned to the classification and work area on the day and shift.
f. Regular Nurses working additional shifts at straight time pay.
g. Regular Nurses assigned to the classification and work area on the day and shift, by rotation.

The Employer may cancel a Nurse working a twelve (12) hour shift for the entire shift or for only that portion corresponding to the eight (8) hour shift for which a cancellation is occurring. (For example, a Nurse working from 7:00 p.m. to 7:30 a.m. may, at the Employer's determination, be cancelled for the entire shift, for only that portion from 7:00 p.m. to 11:00 p.m. if the cancellation is only for the P.M. Shift, or for only that portion from 11:00 p.m. to 7:30 a.m. if the cancellation is only for the Night Shift.). Unless notified by the Employer to the contrary, the Nurse will be expected to work the portion of the shift for which (s)he was not canceled, if any.

Where the need is known sufficiently in advance to do so, the Employer will attempt to notify affected Nurses of the need for a day off without pay at least two (2) hours in advance of the Nurse's scheduled shift (or before the portion of the shift being cancelled in the case of a 12hour shift), and earlier if possible.

The taking/canceling of such a day without pay will have no effect on a Regular Nurse's seniority or accrual/accumulation of benefits. Regular Nurses being canceled/taking a day off will be permitted to use accrued PTO if they so choose.

The Employer may elect to place a Nurse being cancelled for the day under this provision in an on call status, in accordance with Article 4.F., for the shift for which (s)he is cancelled. If a Nurse who has been cancelled and placed on call is called in to work during the shift for which (s)he is cancelled, (s)he will be guaranteed a minimum of three (3) hours work or pay in accordance with Article 4.F plus shift differential and weekend premium if applicable. Where the Nurse has elected to utilize PTO and is subsequently called back to work, PTO will be utilized only in the amount necessary so that, when combined with the pay for being called back, the paid hours will equal the hours for which the Nurse was scheduled.

## 3. Limitation on Temporary Reductions in Force.

Notwithstanding the current cancellation language in Article 12.A.2, the Employer agrees as follows:
a. Where RN coverage for meal and break relief is required, one RN subject to cancellation per shift shall, at his or her option, by seniority, be allowed to take a meal or break relief assignment, or other appropriate nurse associated
duties as determined by management, so long as the RN has appropriate competencies.
b. When non-guaranteed registry RNs are performing nursing duties, and an RN is slated for cancellation, RNs subject to cancellation shall, at their option, by seniority, be allowed to replace the registry RNs, so long as the RN has the appropriate competencies to substitute for the registry RN .
4. Other Procedures. The parties may mutually agree upon a procedure to follow other than that set forth in Section A where they deem it appropriate to do so.

## ARTICLE 13: NO STRIKE/NO LOCKOUT

The parties agree that there will be no stoppages, slowdowns, sickouts, interruptions of work, strikes, sympathy strikes or any other forms of concerted disruption or interference by the Union or by Nurses, nor will there be lockouts by the Employer, during the life of this Agreement.

## ARTICLE 14:PERSONNEL POLICIES

The Employer's personnel policies will continue to apply to covered Nurses, provided they are neither in conflict with this Agreement nor unreasonable. Covered Nurses will receive a copy of any revised policies, a copy of the employee handbook and a copy of any individual written revisions to the handbook. If appropriate to ensure the Nurses understand a change in policy, the Employer will conduct in-services. A copy will also be forwarded to the Union, and, upon request of the Union, the Employer will meet to explain any revisions to its policies.

## ARTICLE 15: FLOATING

## Section A: General

The Nurse is always responsible for providing safe, competent, nursing care. Therefore, before accepting a patient assignment, a nurse must have the necessary knowledge, judgment, skills, and ability to provide the required care.

Based upon patient care and staffing considerations, the Employer may require nurses to float to another department/unit within their Division/Cluster, in accordance with applicable laws and regulations, including Title 22 of the California Code of Regulations and as provided in this Article. The Employer will make reasonable efforts to float a Nurse to another department within his/her Division/Cluster in the Hospital in lieu of a scheduled shift cancellation.

Management and Nurses have a crucial responsibility to assure appropriate and competent nursing care. It is the joint responsibility of management and the Nurse to determine whether a Nurse is clinically competent to perform the nursing care requirement outside the Division/Cluster.

Floating outside a designated Division/Cluster is encouraged when staff is willing and possess the necessary competencies and experience, and appropriate resource personnel are available. A Nurse shall not be required to float outside his/her Division/Cluster, except in emergency situations as declared by city, state, or federal authorities.

Nurses desiring to float outside their designated Division/Cluster may be floated to assist other Nurses (general nursing duties, starting IVs, assisting with procedures, etc.) or for orientation, cross-training, and competency validation to other units in the Hospital that the Nurse has indicated an interest in developing skills for the purpose of future floating.

## Section B: Divisions

The Employer may require a nurse to float within his/her Division.

## Division 1

ICU
Emergency

## Division 2

Medical/Surgical/Peds

Wound Care

## Division 3 (Maternal Child Health)

Labor and Delivery
Mother Baby
Nursery

## Division 4

Surgical Services

## Section C: Order of Floating

Nurses will float in the following order, provided that sufficient Nurses will remain in the unit/department having the necessary skills, competencies and abilities:

## 1. Volunteers

2. Registry*
3. Travelers*
4. Per Diem Nurses
5. Regular Nurses by rotation.

The Employer will develop a system to track float rotation accurately.
(*Note: There may be circumstances where a registry or traveling nurse may be retained on the unit rather than floated because (s)he has not been oriented to, or determined to be competent on the unit to which a Nurse is to be floated. The employer will make reasonable efforts to obtain registry and traveling nurses who are willing to float within their areas of competency.)

## ARTICLE 16: SOCIAL SECURITY PROGRAM

The Employer will continue to participate in the Federal Insurance Contribution Act tax (FICA).

## ARTICLE 17: CALIFORNIA UNEMPLOYMENT AND DISABILITY INSURANCE

All Nurses will be covered by the California Unemployment Insurance Act, with the premiums for such coverage to be paid by the Employer. In addition, all Nurses will be covered by the California Unemployment Compensation Disability Benefits or its equivalent with the premiums for such coverage to be paid by the Nurses.

## ARTICLE 18: ORGANIZING RIGHTS

## Section 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 and to choose not to do so. Both the Employer and the Union acknowledge that 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.

## Section 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.

## Section 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.

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.

## Section D: Determination of Majority Status/Election

Immediately upon the filing of an NLRB petition by CNA for any facility covered by this Agreement, the facility will agree to a consent election, and shall consent to conduct the CNA's requested election at dates and times within forty-five (45) days after the filing of the petition with the NLRB, provided such dates and times are acceptable to the NLRB. In any such consent election, all of the provisions of this Agreement, including the Code of Conduct, will apply.

However, any objections to such consent election must be filed and resolved pursuant to the Arbitration section of this Agreement, and all parties acknowledge and submit to the
arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges.

Within five (5) days after the election is directed by the Board, the Employer will provide the Union with a list of names, addresses, and current telephone numbers of employees in the 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 CNA representation, subject to applicable law.

## Section E: Code of Conduct

This Code of Conduct shall apply to any elections, including decertification elections of any kind.

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 which they believe will 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 agrees that it shall not utilize professional persuaders to conduct an anti-Association campaign. Likewise the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-Association campaign.
4. 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.
5. The Employer agrees that its authorized communication with employees regarding unionization shall take place in group meetings and that it 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.
6. During the period following provision of notice of "Intent to Organize" as described above, the parties will meet periodically to regulate adherence to the Code of Conduct.

## Section F: Dispute Resolution and Arbitration

If one party believes that the other party has violated this Agreement, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within 48 hours to try to resolve the issue.

If the parties are unable to resolve a dispute, either party may submit the unresolved dispute about compliance with or construction of the Agreement for final and binding resolution by Barry Winograd and John Kagel as the permanent Arbitrators selected for deciding any dispute under this Agreement. In the event they are unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association ("AAA"). The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. The Arbitrator shall not be limited in the scope of his/her remedies. All such disputes shall be resolved within 14 days of the submission of the issue unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within 48 hours of the issue's submission to him/her.

The parties agree that, upon filing a 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. Should any disagreements arise that cannot be resolved between the parties, the matter shall be resolved according to the arbitration procedure described in this section.

## ARTICLE 19:TERM OF AGREEMENT

This Agreement will become effective as of December 22, 2016, except when another date is specifically provided elsewhere in this Agreement, and will continue in effect through December 21, 2020. Beginning with December 22, 2020, this Agreement will be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing upon the other party, not less than ninety (90) calendar days prior to December 22, 2020, or any anniversary date thereof, of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this $\qquad$ day of , 2018.

## CALIFORNIA NURSES ASSOCIATION

By:
Rose Ann DeMoro

## SAINT LOUISE REGIONAL HOSPITAL

By:
Steven Sharrer

Executive

By:
Phuong Tran
Labor Representative
By:
Donna Fischer, RN
By:
William McNamara, RN
By:
Michele Moseley, RN
Dona

Verity Health System
Chief Human Resources Officer

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## APPENDIX B: ALTERNATIVE WORK SCHEDULE PROGRAM

## 1. IMPLEMENTATION

1.1 The Parties agree that Alternative Work Schedules ("AWS"), either 12-hour or 10hour shifts, may be voted and implemented in individual units, as part of the collective bargaining exemption. The Employer may implement these shifts in individual units only in accordance with these provisions. An Employer may designate a unit as appropriate for implementation of an AWS program by notifying CNA in writing and posting a notice on the unit. Within fourteen (14) days of the notice, CNA and the Employer shall jointly conduct a meeting among the Staff Nurses on the unit to explain the impact of these shifts in the unit, how the vote will be conducted, the options available to Per Diem Staff Nurses, and the mock schedules. Within thirty (30) days of the notice, a vote shall be conducted in accordance with state law. At least fourteen (14) days before the election, the Employer will provide CNA with a list of Staff Nurses in the unit and CNA will investigate any discrepancies between the list and the CNA membership roster. CNA will advise the Employer of any discrepancies.
1.2 For an AWS to be adopted, a $2 / 3$ majority vote of those Staff Nurses who vote is required. An affected Staff Nurse who does not vote shall not be counted. The votes may be held on up to three days within the voting week to accommodate schedules. The vote and vote count will be in the presence of a Staff Nurse appointed by CNA and a management representative. The Staff Nurse observing the vote count shall be on paid time during the count.
1.3 Upon ratification, the program shall be implemented commencing with the next posted schedule, provided that the Staff Nurses receive at least fourteen (14) days' notice of the schedule changes.
1.4 Employer maintains right to create 8 hour shifts in units electing AWS and Staff Nurses may bid for any such shift or position in accord with applicable provisions of the CBA.
2. AWS Units
2.1 Without waiving the Employers' right to designate additional units for an AWS vote, the Employers agree that the following units shall be designated for an initial AWS vote within the timelines set forth below:

2.1.a. St Louise AWS Vote:<br>Within 90 Days after Ratification<br>ICU<br>Maternal Child Health ER

## 3. POSTING AND SCHEDULING

3.1 On each unit where the Staff Nurses have voted for AWS shifts and where the Employer has scheduled AWS shifts, the Employer will make a reasonable effort to find another work assignment for any Staff Nurse who participated in the vote which authorized the schedule and is unable to work the shifts. The Employer shall not be required to offer a different work assignment to a Staff Nurse if such a work assignment is not available or if the Staff Nurse is hired after the adoption of the alternative work schedule.

## 4. DISCONTINUANCE OF THE ALTERNATIVE WORK SCHEDULES

4.1 The Employer may discontinue an AWS at any time upon sixty (60) days' advance notice to CNA.
4.2 After the AWS has been in place for 12 months or more it may be repealed by a vote of the affected Staff Nurses. Upon a petition of one-third of the affected Staff Nurses, a new secret ballot election shall be held in accordance with state law.

## 5. HOURS OF WORK

5.1 12-Hour Shift Staff Nurses:
a. The regular work week for full-time Staff Nurses on the 12-hour shift schedule will consist of no more than thirty-six (36) hours, three (3) days a week.
b. A straight time day's work will consist of no more than twelve (12) hours worked within a thirteen hour period, except for Staff Nurses who have voluntarily waived one of their meal periods, in which case the twelve (12) hours worked will be within a twelve and one-half hour period.
c. The Employer will use its best efforts to regularly schedule a Staff Nurse to work no more than two (2) consecutive 12 hour shifts, unless the Staff Nurse requests a three (3) consecutive day schedule. The Employer will use its best efforts to grant the Staff Nurse at least a two (2) day break if he/she has worked three (3) consecutive 12 hour shifts, unless the Staff Nurse requests otherwise. The Employer will use best efforts to grant the Staff Nurse a three (3) day weekend on the Staff Nurse's weekend off.
5.2 10-Hour Shift Nurses: The regular work week for full-time Staff Nurses on the 10 hour shift schedule will consist of forty (40) hours, four (4) days a week. A straight time day's work will consist of no more than ten (10) hours worked within a ten and one-half hour period.

## 6. OVERTIME

6.1 Staff Nurses who work more than three (3) 12 hour shifts in a workweek will be paid time and one half ( $1 \frac{1}{2}$ ) their regular rate of pay for the first eight (8) hours worked on the first extra day of that workweek, and two (2) times their regular rate for all hours worked after the eight (8) extra hours in that workweek.
6.2 Staff Nurses will be paid double time for all hours worked in excess of 12 in one day.
6.3 Daily overtime shall be paid for 8 hour, 10 hour, and 12 hour shift Staff Nurses who work a shift that deviates from their assigned schedule in accordance with state law and any daily overtime rules adopted as part of an AWS program.
8.0 Paid Leave Accrual. Full-time Nurses working three (3) 12-hour shifts in a 7 -day workweek will accrue benefits, such as vacation, PTO, holidays, sick time, education leave, etc., on the same basis as full-time Nurses working a normal forty (40) hour workweek. Parttime Nurses working 12-hour shifts will have benefits pro-rated according to the provisions of the CBA.
9.0 Meal and Rest Breaks. Meal and rest breaks will be provided according to the provisions of the CBA.

### 10.2 SLRH Specific Provisions

10.2.a Holidays. All Nurses working on a holiday recognized in the Employer's current Paid Time Off policy/applicable provisions of the collective bargaining agreement between the parties will receive one and one-half times (11/2x) their regular hourly rate as described above for each hour worked on the holiday. Hours worked in excess of 12 hours on a holiday will be paid for at twice ( 2 x ) the Nurse's regular hourly rate. In addition, Nurses working a holiday will at their election receive an additional 12 hour day off, provided sufficient hours of accrued but unused Paid Time Off are available. Holiday premium pay will be paid for the shift the majority of which is worked on the holiday.
10.2.b Paid leave days such as bereavement leave, jury duty leave, Paid Time Off and Extended Sick Leave may be taken only when the basis for such leave falls on a Nurse's scheduled work day. Education leave may be taken according to Employer policy and practice.
10.2.c. Bereavement Leave: Nurses working a regularly scheduled three (3) day twelve (12) hours per day workweek shall be paid up to forty (40) hours for such leave, at the applicable straight time rate in the event of the death of an immediate family member as defined in the applicable provisions of the collective bargaining agreement between the parties.
10.2.d. Jury Duty, Jury duty leaves are available to Registered Nurses in 12-hour shift positions on the same basis as Nurses in 8 -hour shift positions. Nurses in 12 -hour shift positions who are required to report for jury duty will receive their regular compensation for each such day of service, less jury duty pay. Proof of jury service must be provided to the Employer in order to be paid in accordance with this provision.
10.2.e. Sick time. Nurses who are unable to report for work due to illness may utilize 12 hours of Paid Time Off, Extended Sick Leave (or where applicable, Personal Sick Leave) for each such day of illness in accordance with the provisions of the Paid Time Off/Extended Sick Leave program, provided sufficient hours of Paid Time Off, Extended Sick Leave (or Personal Sick Leave) are available.

## 10.2.f.. Education leave.

Education leave will be earned at the rate of forty (40) hours per year of continuous full-time employment in accordance with the Employer's current policy/applicable provision of the collective bargaining agreement between the parties. A Nurse working 12-hour shifts may take up to 12 hours of education leave to cover approved courses, workshops, or seminars, provided the Registered Nurse has available sufficient hours of accrued but unused education leave. If the Nurse was normally scheduled to work a 12 -hour shift and takes education leave, the Nurse may, if needed in the unit, choose to report to work following the completion of the course, workshop or seminar. In such an event, the Nurse would utilize only that amount of education leave necessary to cover the time involved for the course and would be paid at the straight time rate for the remainder of the shift.

Nurses required to attend mandatory education classes, in-services, or meetings on an assigned workday will report for work in their unit for the remainder of their shift at the conclusion of the class, in-service or meeting. If the required class or meeting is scheduled on a full-time Nurse's day off, the Nurse will be paid one and one-half (11/2) her/his straight time rate for all hours the Registered Nurse is required to be in attendance, provided the Nurse has already worked three 12 -hour shifts in the week.

Education leave, unless mandatory, will not be considered hours worked for overtime purposes.
10.2.g. Cancelation/ROS. Cancelation/ROS will be regulated by the applicable terms of employment/collective bargaining agreement between the parties, except that in the case of partial Cancelation/ROS, if a 12 -hour shift Nurse under this Side Letter is canceled for all or a
portion of a shift and is asked to be available during that shift, then the Registered Nurse will be paid half the straight time rate for all hours asked to be available, and all hours actually worked during such shifts will be paid at the straight time rate.

## APPENDIX C: SIDE LETTER OF AGREEMENT RE BREAK RELIEF

The parties will execute a Side Letter within 60 days of ratification confirming the following:
Subject to the occurrence of extraordinary circumstances such as unexpected increases in patient census, unplanned surgical cases, unscheduled RN absences and a state of emergency affecting the hospital declared by appropriate government officials, the Employer shall make continuous good faith efforts to assign Meal and Break Relief RNs as follows:

The following units shall be staffed with one (1) break relief Nurse for up to eight (8) Nurses:

- Medical/ Surgical/ Peds

The following units shall be staffed with one (1) break relief Nurse for up to five (5) Nurses:

- ICU
- Maternal Child Health
- $\quad$ Surgical (OR and PACU)
- ER


## APPENDIX D: SIDE LETTER OF AGREEMENT ON THE USE OF LVNS

St. Louise Regional Hospital shall not hire new LVNs during the life of the agreement to perform nursing duties except in those cases where a vacant position has been posted for at least ninety (90) days.

## APPENDIX E: SIDE LETTER OF AGREEMENT ON THE URGENT CARE CLINIC

## A. Terms and Conditions of Operations at the Urgent Care Clinic

The Employer will establish a new department/unit at the DePaul Medical Center located in Morgan Hill. It is understood that the following conditions shall govern the operations at the urgent care clinic:

1. The new department/ unit shall be an urgent care clinic and will be operating seven days a week.
2. The Union shall be notified of any changes in the hours of operations and will be provided the opportunity to request a meet and confer meeting prior to any changes being made.
3. Registered Nurses assigned to the DePaul Medical Center shall be scheduled for ten (10) hours a day with thirty (30) minutes of the ten (10) hours to be a paid lunch break. The Hospital shall also compensate the nurse one hour of penalty for the paid lunch break.
4. CNA shall represent any Registered Nurse who is employed at this location and he/she shall be covered under the current collective bargaining agreement.
5. Should the urgent care clinic be closed permanently within a year from the date of opening, any bargaining unit Registered Nurse who transferred to the Morgan Hill site from the SLRH location shall have the right to transfer back to their previous department/ unit he/ she transferred from.
6. Should additional nursing staff be needed at the DePaul Center, staff from the SLRH Gilroy location may volunteer to float outside of their cluster. Floating conditions and requirements shall be maintained per Article 15 Floating.
a. Posting and scheduling of 10 -hour shifts will be posted and filled in accordance with the terms and conditions of employment/ terms of the collective bargaining agreement between the Employer and the Union.
b. The Hospital will schedule Nurses to work no more than four (4) 10-hour shifts in a row, unless the Nurse submits an unsolicited written request for a different schedule. Except when requested by the Nurse, if the Hospital requires a Nurse to work more than four (4) consecutive 10 -hour shifts, the Nurse will be paid one and one-half ( $11 / 2$ ) times the Nurse's rate for such subsequent shift.

## THE WEINGARTEN RIGHTS

The Supreme Court has ruled that a Nurse is entitled to have a CNA Representative present during any interview which may result in discipline. These rights are called your Weingarten Rights.

1. You must request that a CNA rep be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your CNA rep prior to the meeting to get advice.
4. Do not refuse to attend the meeting if a rep is requested but denied. We suggest you attend the meeting and repeatedly insist upon your right to have a CNA rep present. If this fails, we suggest that you not answer questions and take notes.

## Exhibit 3

OCH CNA LOCAL CONTRACT 2016-2020

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## ARTICLE 1: RECOGNITION

The Hospital recognizes the Association as the exclusive representative of the employees in the following bargaining unit:

## Included in the Bargaining Unit:

1. All full-time, regular part-time and per diem Registered Nurses who are a) employed to provide direct patient care, b) required to possess a current RN license and c) employed by the Employer at its O'Connor Hospital facility.
2. Included in the unit will be Registered Nurses who would otherwise be included by their assignment and place of work who may work in hospital departments outside of the hospital nursing department such as cardiac catheterization laboratories, radiology, Interventional Radiology, Endoscopy, Nuclear Medicine, Wound Care Clinic, GI laboratories, and outpatient surgery facilities that are integrated with the hospital. Any dispute over whether a Registered Nurse(s) working outside of a hospital nursing department should be included in the unit shall be decided by the third party neutral using NLRB rules and guidelines.

3:- Charge-Nurses where the duties assigned to such Registered Nurses do not therwise exclude them from the unit.
4. Case Managers

## Excluded from the Bargaining Unit:

1. Registered Nurses in the following positions-Clinical Educators; Patient Educators; Clinical Nurse Specialists; Nurse Practitioners; Certified Nurse Midwives; Nurse Anesthetists; Staffing Coordinator/Bed Control Nurses; Infection Control Nurses; Employee Health Nurses; Nurse auditors; Stroke Coordinator Nurse, Assistant Nurse Manager, Pre-Admission Case Manager, Computer Nurses; Quality Improvement/Assurance Nurses; Utilization Review Nurses; Risk Management Nurses; Discharge Planning Nurses; Research Nurses; Nurse Recruiters; Customer Relations Nurses; Interim Permitees; Home Health Nurses; Registry and Traveler Nurses.
2. All members of religious orders regardless of their employee assignment.
3. Employees of outside registries and other agencies supplying labor to the employer.
4. All supervisory and confidential employees as defined by the National Labor Relations Act and all other employees who are not Registered Nurses.

## ARTICLE 2: COMPENSATION AND HOURS OF WORK

2.1 Wages
A. Wages Hourly Compensation shall be as set forth in Appendix A.
B. The Employer will pay Nurses on the basis of fourteen (14) consecutive day pay periods.
C. Wage adjustments will be effective in the pay period beginning closest to the date of adjustment. Step increases shall take place on the Nurse's anniversary date of employment as a Registered Nurse.
2.2


PM Shift: A PM shift is any shift in which four (4) or more hours are scheduled after 3:00 p.m., and the PM shift differential is paid for all hours worked after 3:00 p.m.

Night Shift: A Night shift is any shift in which four (4) or more hours are scheduled after .-. $11: 00$ p.m., and the Night-shift-differential is paid for all hours worked after 11:00 p.m.
2.3
2.4

2.5 Double Shift Overtime

### 2.6 Per Diem Rate: 20\% Above Status Base Rate

### 2.7 Posting of Work Schedules

A. Work schedules and days off must be posted at least 14 days in advance of the commencement of the schedule. Any schedule change with less than 14 days' notice will require notification to and approval of the Nurse.
B. Self-scheduling shall be maintained in those units where it is practiced. Any conflicts will be resolved by seniority with the most senior Nurse being granted the scheduled day so long as, in the judgment of the clinical manager, adequate staffing resources and skills requirements are met on the unit.
C. Nurses who initiate a schedule change request must submit the request no later than 48 hours prior to the commencement of the requested schedule change. Changes must be approved by the clinical manager.

### 2.8 Mandatory Overtime

The Employer and CNA recognize that mandatory overtime is not desirable and represents a burden on the Nurse. Acceptance of overtime, and shifts beyond the Nurse'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. An internal or external emergency, for the purposes of this section, is defined as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.
2.9 Hours of Work and Overtime

## A. Hours of Work:

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Staffing needs require variations in Nurses' starting and ending times and total hours worked each day or week. Supervisors will advise Nurses of their individual work schedules. The Employer will use all best efforts to post Nurse work schedules not later than fourteen (14) days in advance. Changes may be made with the mutual consent of the Employer and the Nurse:

## B. Overtime:

All overtime work must receive the supervisor's prior authorization. Unless overtime has been approved, overtime hours must not be worked. All overtime recorded on Kronos must be recorded on a cleviation $\log$ and be signed by the Nurse's immediate manager, the house supervisor, or manager's designee per department manager direction. Unapproved overtime will be paid but shall be subject to review, and repeated or unjustified instances may be subject to appropriate disciplinary action. Overtime compensation is paid to all nonexempt Nurses in accordance with federal and state law. Overtime pay is based on actual hours worked. Paid or unpaid leaves of absence, or any other hours not actually worked, will not be considered hours worked for purposes of overtime calculations.
C. Nurses may not remain at their workstations after the assignments/shift is completed without approval of the immediate manager or house supervisor.
2.10 Weekends Off

Definition of Weekend. A weekend means Saturday and Sunday except in the case of a night shift it means Friday and Saturday.

Guarantee of Weekends Off. The Hospital shall grant each Regular Full-Time and Regular Part-Time Nurse every other weekend off. This provision may be waived on the written request of the individual Nurse.
weekend worked until granted a weekend off. For purposes of this paragraph, "work" means time actually worked by such Nurse.

Nurses will receive credit for the weekend worked for each full week of scheduled PTO taken in any one calendar year, if the PTO includes a weekend that the Nurse would have been scheduled to work had the Nurse not been on PTO. In the event the Nurse was scheduled for a full week of PTO which includes a weekend that he/she would have been scheduled to work, and the Nurse agrees to work one or more clays during that week at the request of management, he/she shall be given credit for the weekend worked and shall not be required to make up such weekend.

### 2.11 Shifts

A. Regular Full Time and Part Time Nurses are hired for one shift and are not ordinarily required to rotate. Even though every effort will be made by the Nursing Division to allow a Nurse to remain with the original shift assignment, a Nurse may be asked to work the day, evening, or night shift under the following circumstances:

- An individual requests such an arrangement.
---..- Crisis situations where a patient or patients is/are-in jeopardy.

B. Rest Between Shifts: Eight and ten-hour shift Nurses shall have an unbroken rest period of at least 12 hours between shifts. Twelve-hour-shift Nurses who waive their second meal period shall have an unbroken rest period of at least eleven-and-a-half hours between shifts. Twelve-hour shift Nurses who do not waive their second meal period shall have an unbroken rest period of at least eleven hours. All hours worked within the above rest periods shall be paid at the rate of time-and-one-half times the Nurse's base rate of pay.
2.12 Reporting Pay
A. A Nurse who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any nursing work to which s/he may be alternately assigned by the Hospital, subject to the provisions of the contract articles about floating. If no alternate work is available, the Nurse shall be paid for the full shift, unless the Nurse volunteers to leave early.

A. Nurses assigned to on call status shall be paid at the rate of one-half $(1 / 2)$ of their base straight time rate for each hour of such on call time.
B. If called to work when on call status, the Nurse will be paid at the rate of one and one-half times $(1-1 / 2 \mathrm{x})$ his/her regular base straight time rate for all hours worked, with a minimum guarantee of two (2) hours of work, or pay in lieu thereof. When a Nurse is pre-assigned to be on call at the conclusion of his/her shift, the on call time starts when the Nurse completes his/her assignments and leaves work or when he/she commences work on a new assignment that would have required another Nurse to be called in. For the purpose of this section, a "new assignment" shall mean assignment to a new patient or assignment to a new procedure or case that occurs at or immediately after the end of the scheduled shift. Time spent completing an assignment from the previous shift is considered normal overtime and does not trigger on call obligations if the work can be completed in one (1) hour or less. Such premium for hours worked will cease at the commencement of the Nurse's next scheduled shift or when the Nurse is released from work, whichever is earlier. On call pay will continue for the entire period of call back.
C. If called by the Employer to work when not scheduled and while not on call, with less than four (4) hours notice, the Nurse will receive two times (2x) his/her hourly rate for all hours worked. Such premium will cease at the commencement of the Nurse's next scheduled shift or when the Nurse is released from work, whichever is .-...- - earlier. This provision will not apply when a Nurse is recalled from a daily cancellation or is called in due to a disaster alert. Short call premium shall apply to Full-time and part-time RNs only.
D. RNs assigned to on-call status on a recognized holiday as defined in Article 5.14 shall be paid at the rate of three-fourths (3/4) of their hourly rate for each hour of such on-call time.
E. There shall be equitable distribution of on-call hours. RNs willing to work short call hours shall provide their names to be put on a list in the staffing office and called using the procedure set forth in Appendix C.
F. In the event that a Registered Nurse who is on-call is called in to work and works at least four (4) hours during the hours of 10 PM and 7 AM and is scheduled to work within eight (8) hours from the end of such on-call work, and he/she is unable to safely provide patient care, the RN will be allowed to remove him/herself from the schedule by notifying the appropriate person no later than two (2) hours before the start of the shift. This will not count as an unexcused absence unless it occurs more than three (3) times in any calendar year. At the RN's option, he/she may use PTO or take leave without pay.


### 2.14 Priority for Scheduling

In development of the schedule, priority for scheduling shall be in the following order:
A. Regular full and part-time RNs
B. Per Diem RNs

Under no circumstances shall registry/agency/traveler/block RNs have priority in scheduling.
The Hospital shall give preference by offering any open extra shifts to RNs in the following order by seniority within the categories below, with the most senior Nurse being offered the extra shift first:
C. Part-time RNs to work up to full-time
D. Per Diem RNs at straight-time rate
E. Registry RNs (including contract/agency/traveler/block)
F. Full or part-time RNs at premium pay
G. Per Diem RNs at premium pay.

## ARTICLE 3: PAID TIME OFF

Paid Time Off (PTO) will be provided to covered Nurses in accordance with the following PTO Policy and Procedure during the life of this Agreement.

### 3.1 Purpose of PTO

The employer recognizes the need to provide eligible Nurses with paid periods of time away from work to rest and attend to personal needs.
3.2 PTO hours are used to provide pay for hours not worked due to:
A. Absences related to personal illness or accident not covered by disability income plans or sick leave (if applicable).
B. Family needs/responsibilities.
C. Recognized holidays.
D. Vacation days.
E. Other reasōns


Paid leave for bereavement, attendance at educational programs and jury duty are covered by separate policies found under those titles.

Nurses on an approved Family Medical Leave are required to use PTO.

### 3.3 Eligibility for PTO

Nurses who work a regular schedule of 40 hours or more per pay period (i.e., benefit-eligible Regular Full-time and Regular Part-time) participate in the PTO program. PTO hours accrue immediately upon employment classification in a regular schedule as defined above and accrued hours may be used immediately with the Nurse's manager's approval.
3.4 PTO Accrual Schedule


Example for year 1 and 2:

### 3.5 Accrual Rates



Eligible Nurses will begin accruing PTO on the first day of employment in a benefit status, but are not eligible to use PTO until the successful completion of the introductory period. As an exception, Nurses will be eligible to use PTO for holidays after 30 days of employment in a benefit status.

PTO will not accrue during an unpaid leave of absence or suspension from duty. However, hours accrued prior to the unpaid period began are not lost and will be available to the Nurse. Nurses will continue to accrue PTO when placed on hospital convenience (HC) involuntarily. PTO hours will be paid at the straight-time hourly rate for each eligible Nurse.

### 3.7 Accrual Limit

Once a Nurse has accrued 420 PTO hours, accruals stop. If a Nurse has accrued 420 hours and uses PTO thereby reducing the balance below 420, the accruals will resume the following pay period and continue until such time as the 420 limit is again reached.

Nurses absent from work due to a disability or illness eligible for State Disability will have their PTO and ESL integrated with Disability payments to equal their regular earnings level.
3.8 Emergency Cash out

Nurse may voluntarily elect to cash-out accrued and unused PTO only if a hardship arises, such as an immediate and substantial financial need arises, such as for the payment of medical care expenses previously incurred by the Nurse or his/her spouse or dependents, or the pending eviction or foreclosure on a mortgage on the Nurse's principal residence other than mortgage, provided the Nurse cannot satisfy the financial need through reimbursement
or compensation by insurance or otherwise, liquidation of the Nurse's assets, other distributions or nontaxable loans from retirement plans maintained by the Employer, or borrowing from commercial sources on reasonable commercial terms.
[Note: The emergency cash out provision is intended to permit withdrawals of accrued PTO in cash to those circumstances that are consistent with the Internal Revenue Service's position as it may be amended from time to time, concerning when such withdrawals may be made without creating "constructive receipt" of income issues, and as articulated for instance in its regulations regarding hardship withdrawals from $401(\mathrm{k})$ plans. The language contained in this provision is only intended to summarize the position as of the date of signing of this Agreement.]

### 3.9 PTO Individual Cashout

Nurses may cash-out accrued PTO twice during a calendar year, under the following guidelines:

- The Employer will cash-out during the first pay period of July and December any accrued but unused PTO elected by the Nurse for cash out.
- .-. Nurse's PTO account maynot be reduced below eighty (80) hours after the cash-out.
- Nurse must have a minimum balance of 120 hours of accrued but unused PTO at the time a cash-out is elected.
- A Nurse wishing to cash-out must determine and notify the Employer's Human Resources Department of the amount to be cashed out as follows: for December cash-out, by June 15 of the same year, and for July cash-out by December 15 of the prior year.
- Subject to the foregoing, in any calendar year, Nurses with less than five (5) years of continuous service may cash out up to 80 hours of PTO, and Nurses with five (5) years or more continuous service may cash-out up to 120 hours.
3.10 Vacation Advance

Requests for advance PTO checks prior to vacation must be approved by the Manager and received by Payroll two (2) weeks prior to the last day worked.

### 3.11 Donations of Accrued PTO

Nurses may donate PTO to other O'Connor Hospital Nurses who have exhausted their PTO balance. Such donations may occur where another Nurse has experienced an unforeseeable hardship, which is defined as a severe financial hardship to the Nurse resulting from sudden and unexpected illness or accident involving the Nurse or the Nurse's dependent, loss of the Nurse's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as the result of events beyond the control of the Nurse. These could
include such things as loss of home due to natural disaster, or a catastrophic illness or injury, which has created a financial hardship.

### 3.12 Use of PTO to Cover Personal Illness/Disability

PTO hours are used to cover personal illness/injury lasting three (3) consecutive workdays or less. If the Nurse has insufficient PTO to cover this period, it is taken off without pay, however for absences of greater than 3 days a Nurse may use accumulated ESL, if available.

### 3.13 Verification of Illness

Medical and/or other appropriate verification may be requested by the employer regarding absences. Medical verification by Employee Health may also be required to confirm fitness to return to duty.

### 3.14 Recognized Holidays

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
PTO and Holiday Scheduling
A. $\quad$ Nurses will submit their scheduled PTO requests, in writing, for the period from
April 1 through March 31, in priority order, not later than the preceding February 1.
B. In granting scheduled PTO requests, the Hospital will not prohibit the taking of
scheduled PTO based solely on the season of the year. Requests for PTO will not be
arbitrarily denied. PTO of longer than two (2) weeks may be approved by the
Hospital provided there is adequate coverage to meet patient care needs. Two (2)
Nurses per shift per unit per day shall be granted scheduled PTO at the same time.
Exceptions may be granted provided there is sufficient staffing to meet patient care
needs and upon mutual agreement between the Nurse and the manager.

C. | In granting scheduled PTO requests, the Hospital will grant by seniority the highest |
| :--- |
| (first) priority request for each Nurse prior to granting the next highest requests. The |
| Hospital will then post a "Scheduled PTO" schedule by March 1. |

D. | Requests made after March 1 will be considered, and granted where appropriate, on a |
| :--- |
| first-come, first-served basis under the criteria of a maximum of two (2) Nurses per |
| shift or fewer based on the size of the number of the unit and the number of staffing |
| resources within that unit to meet the patient care needs at the time of the request. |
| Such additional requests shall not be unreasonably denied. Managers will respond to |
| such requests within fourteen (14) days of their submission. |

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E. Nurses who are scheduled to work on Thanksgiving, Christmas Day or New Year's Day shall not be scheduled for the same holiday the following year.

## ARTICLE 4: UNION/ASSOCIATION LEAVE

A. If a Nurse is elected or appointed to a position by the Union and provides a request to the Hospital at least 30 days in advance of the time the leave would commence, said Nurse shall be granted an unpaid leave of absence (or may use PTO at the Nurse's option) to participate in Union activities. Benefits will continue for 30 days beyond the end of their paid status. One bargaining unit Nurse per 200 Nurses employed by the Hospital (but not more than one per unit unless mutually agreed otherwise by the parties) shall be granted such leave at any one time.
B. If the leave is for 120 days or less, the Nurse shall be reinstated in his/her original position.
C. If the leave is longer than 120 days, the Nurse shall be reinstated in his/her original position if the position is available. If the Nurse's original position is not available, the Nurse will have priority for any available position for which the Nurse is qualified.

## ARTICLE 5: MANAGEMENT RIGHTS

5.1 Subject to the provisions contained in this Agreement and the laws and regulations governing patient care and the practice of nursing, the Employer has the right to operate its business which includes the exclusive right to determine, change, discontinue, alter, or modify in whole or in part temporarily or permanently, any of the following:
A. The number, location, or types of facilities;
B. The medical and patient care standards, methods and procedures;
C. The price of all products and services, the price of all purchases, and the corporate and financial structure of the Hospital;
D. The subcontracting of facility construction and maintenance or work not presently performed by Nurses covered by this Agreement;
E. The equipment and machinery;
F. The promotion and demotion of all supervisors at the Employer;
G. The number of employees, including the number of employees assigned to any particular procedure or shift, and whether, when, or where there is a job opening;
H. Reasonable standards of performance, and whether any employee meets such standards;
I. The need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary employees;
J. The direction and supervision of all of the employees;
K. The rules and regulations for all of the employees;
L. When overtime or on call assignments shall be worked or rescinded and it is agreed that a Nurse may not refuse to work overtime if it would endanger patient care, for example, during an operation or to perform dialysis or during a community disaster;
M. The hiring of full-time, part-time and per diem employees and the number thereof,
N. The utilization of registry and traveling Nurses;
O. The funding of each benefit including the identity and selection of each carrier, insurer fiduciary, administrator or trustee;
P. The security of the employees, premises, facilities, and property of the Hospital;
Q. The utilization of all Hospital premises, equipment, and facilities;
R. The selection and retention or discontinuance of all catering and vending machine suppliers and other catering services and the price of their products or services; and
S. The job classifications and the content and qualifications thereof.
5.2 Any dispute arising regarding the exercise of any of the rights of the Employer enumerated above is not subject to the grievance and arbitration provision set forth in Mater Article 15. The foregoing shall not preclude a CNA grievance or arbitration contesting whether the Employer's actions or inactions are not within the rights enumerated above.
5.3 During the term of this Agreement, CNA and the Employer agree, upon request, to bargain in good faith about the following:
A. Drug or other testing for current non-probationary Nurses;
B. Subcontracting of work currently performed by Nurses covered by this Agreement;
C. The utilization of employees not covered by this Agreement to do work which is currently done by Nurses covered by this Agreement;
D.- --Changing current Nurses'shift schedules from twelve (12) hours to ten (10) or eight (8) hours.
E. Any management right not expressly provided for in this Agreement. If no agreement is reached and the parties are at an impasse, the Employer may implement its last proposal.

## ARTICLE 6: WORK STOPPAGE

There shall be no strikes, lockout, or other stoppages or interruption of work, including sympathy strikes, during the term of this Agreement.

## ARTICLE 7: PERFORMANCE OF CLINICAL NURSING

Nothing in this Agreement shall prevent Registered Nurses employed by the Hospital in supervisory, Management or administrative positions from performing clinical nursing duties so long as supervisory, management or administrative positions are not created for the sole purpose of reducing bargaining unit positions. Non-bargaining unit Registered Nurses performing clinical nursing duties shall be assigned shifts and patient assignments in a fair manner, consistent with other Bargaining unit Registered Nurses' shifts and patient assignments within the Nurse's unit.

## ARTICLE 8: INTRODUCTORY PERIOD

All regular full-time and part-time Nurses shall serve an introductory period for their first ninety ( 90 ) calendar days of employment. During the introductory period, newly hired Nurses may be disciplined or discharged without recourse to the Grievance Process. Said Nurses will be subject to an introductory period at the time of initial hire or rehire. Per diem Nurses shall be on probation until they have completed sixty-five (65) shifts of work or through the one hundred thirty-fifth (135th) day of employment, whichever comes first.

## ARTICLE 9: EMPLOYMENT CATEGORIES

This Article provides definitions of employment categories and does not guarantee employment for any specified period of time.

Regular Full-Time: Regular full-time Nurses are those who are not in a temporary or introductory status and who are regularly scheduled to work a full-time schedule of forty (40) or more hours a week. Nurses who work three 12 -hour shifts per week or Nurses who work four 8 -hour shifts on the night shift shall be deemed regular full-time Nurses. Generally, they are eligible for Hospital's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time: Regular part-time Nurses are those who are scheduled to and do work twenty (20) to thirty-nine (39) hours per 7-day workweek pay period. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may not be eligible for some or all of the Hospital's other benefit programs, subject to the actual terms, conditions, and limitations of each benefit program's plan documents.

Per Diem: Per diem Nurses are those individuals who are selected to work on an "as needed" basis. The Hospital may place limits on the maximum number of hours worked by a per diem-Nurse in-a single-workweek or pay period.

## ARTICLE 10: MEALS AND REST PERIODS

Each Nurse shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. A Nurse who misses one or more breaks during a shift shall be paid a penalty of one hour's pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Upon ratification of this agreement the parties shall meet within sixty (60) days to explore the feasibility of jointly requesting a waiver, allowing Nurses to combine two (2) fifteen (15) minute rest periods, from the Department of Industrial Relations.

Nurses who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty ( 30 ) minutes. A Nurse who misses his/her meal period shall be paid a penalty of one hour's pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Nurses who work scheduled shifts of twelve (12) hours shall be granted two (2) unpaid meal periods, but may voluntarily waive the second 30 -minute meal break. This waiver shall be in writing and in advance, and such waiver may be revoked by the Nurse at any time.
"Penalty Pay" hours as described in this Article do not qualify as hours worked in the caleulation of overtime.

The Employer will continue to make a good faith effort to provide meal and rest break relief coverage for all RNs in accordance with Title XXII state mandated staffing ratios and other applicable laws.

## ARTICLE 11: FLOATING

The Nurse is always responsible for providing safe, competent, nursing care. Therefore, before accepting a patient assignment, a Nurse must have the necessary knowledge, judgment, skills, and ability to provide the required care.

Based upon patient care and staffing considerations, the Employer may require Nurses to float to another department/unit within their Division/Cluster, in compliance with applicable laws and regulations, including Title 22 of the California Code of Regulations and as provided in this Article. The Employer will make reasonable efforts to float a Nurse to another department within his/her Division/Cluster in the Hospital in lieu of a scheduled shift cancellation.

Management and Nurses have a crucial responsibility to assure appropriate and competent nursing care. It is the joint responsibility of management and the Nurse to determine whether a Nurse is clinically competent to perform the nursing care requirement outside the Division/Cluster.

Floating outside a designated Division/Cluster is encouraged when staff is willing and possess the necessary competencies and experience, and appropriate resource personnel are available. A Nurse shall not be required to float outside his/her Division/Cluster, except in emergency situations as declared by city, state, or federal authorities.

Nurses desiring to float outside their designated Division/Cluster may be floated to assist other Nurses (general nursing duties, starting IV's, assisting with procedures, etc.) or for orientation, cross-training, and competency validation to other units in the hospital that the Nurse has indicated an interest in developing skills for the purpose of future floating.

In the Family Center floating occurs within the unit cluster (Labor \& Delivery, Mother-Baby, NICU, Pediatrics). Floating may occur within or between the departments of Medical-Surgical-Oncology, Critical Care, or Surgical Services according to the following guidelines: No bargaining unit RN shall be required to float outside his/her unit if there is an agency/traveler/registry/block RN who is working in that unit who is also qualified to float to the same outside unit.

Subject to the foregoing paragraphs, floating shall be accomplished as follows:
A. Past experience and skill level of the Nurse is compatible with the area in need.
B. Regularly scheduled Nurses are available as resource to the Nurse who floats.
C. Assessment and care of the patient does not require special credentialing, or a resource is available who does possess the credentialing to help in the patient's assessment and care.
D. RNs will be floated by clusters. Clusters are to be defined as:

Med-Surg Oncology Infusion Center, MS/Oncology, SNF, MS/Ortho

| Critical Care | Intensive Care Unit, Dialysis, Plasma <br> Pheresis |
| :--- | :--- |
| Family Center | Labor \& Delivery, Mother/Baby, <br> Pediatrics, NICU |
| Surgical Services | ASU, Endoscopy, PACU, Holding, OR, <br> Pre-op Clinic |
| Special Procedures | Cath Lab, IR, Nuclear Medicine (See <br> Letter of Understanding) |
| Wound Care Clinic |  |
| Intermediate Care |  |
| Telemetry Unit | Emergency Department |

E. .- Floating outside a designated cluster is encouraged when staff are willing and possess the necessary skills and experience and appropriate-resource personnel-is available.
F. Order of Floating: When a Nurse is required to float within his/her cluster, floating will be assigned by rotation by unit within the clusters as follows:

1. Categories

- Agency, registry, traveler, block RNs
- Per Diem RNs on premium pay
- $\quad$ Per Diem RNs at straight time pay
- Full Time or Part Time RNs working short call
- Full Time or Part Time RNs working "on extra" at premium pay
- Part Time RNs working "on extra" at straight time pay
- Full Time or Part Time RNs working a regular shift

2. Where there is more than one Nurse required to float, floating shall be by rotation within each category as defined above.
G. A Nurse shall not be floated more than once in a day, unless floating back to his/her home base. A Nurse who was floated during his/her shift shall have first right to float back into his/her unit if another RN is to be floated into the unit at a later time.
H. A Nurse who floats while on premium pay (extra shift and/or short call) shall be credited for floating when working his/her regular shift.

## ARTICLE 12: REDUCTION OF STAFF

12.1 Nurses who would like an extra day off more than 36 hours in advance of the shift may request a Paid Time Off Day (PTOD). To request a PTOD fill out a PTO request and submit it to the Staffing Office. These will be granted on a rotational basis based on unit staffing needs. These requests will be granted one hour before the start of the shift. PTOD's will be granted before H.C.'s and ROS's.
12.2 When the patient census or anticipated workload within a division is reduced and PTOD requests do not reduce the work force sufficiently an H.C. followed by an ROS will be utilized.
A. Hospital Convenience (H.C.)-8 hours or less of a scheduled shift that is voluntarily taken off by the Nurse as time off with management approval to adjust staffing downward during low census. The manager has the prerogative to grant additional hours, e.g., 12 hours, if staffing and census permits. In times of low census staffmay request an H.C. 36 hours or less prior to the shift. If H.C.'s are not adequate to meet -the decreased work load, everyeffort will be made, tine permitting, to contact staffto volunteer for H.C. before assigning an ROS. Nurses who utilize an H.C. may elect to utilize PTO at their discretion.
B. Reduction of Staff (ROS)-All or part of a scheduled shift that is assigned by the department manager or designee as time off for a specific Nurse or Nurses in order to adjust staffing downward during low census. Nurses who are assigned ROS may elect to utilize accrued PTO at their discretion.
12.3 Nurses will be listed on departmental rotation lists by shift according to skill and experience. Rosters will include the names of each staff member who shares the same shift and classification within a department, as well as the temporary agency staff who have been block scheduled within the department. The roster will be used to determine which staff member will be assigned. ROS rosters will be kept in the Staffing Office and will be updated on an ongoing basis.
12.4 On low census days, Nurses will be notified a minimum of one (1) hour in advance of each shift for which an ROS is assigned. In the event such notice is not given, the affected staff member will receive four (4) hours pay for work at his/her regular rate. Should the hospital make two (2) documented attempts to notify the staff member of a cancellation of shift but be unsuccessful in reaching the Nurse, she/he will be sent home and this pay provision will not apply. It will be the responsibility of the staff member to maintain a current telephone number listed with the Staffing Office (or respective department for ER, Surgical Services, Cath Lab, etc.). Failure to do so excuses the hospital from the notification requirement.
12.5 The 12 -hour staff may not be required to take the entire 12 -hour shift off.
12.6 Adjustments to staffing levels downward for low census will be accomplished as follows, based on patient needs:
A. Grant PTOD Requests in order of request (first come, first serve).
B. Grant HC Requests in order of request (first come, first serve).
C. Cancel registry.
D. Cancel Per Diem RNs at premium pay by rotation.
E. Cancel full or part-time RNs working "on extra" at premium pay by rotation.
F. Cancel Per Diem RNs at regular pay by rotation.
G. Cancel full or part-time RNs working "on extra" at regular pay by rotation.
H. Assign ROS to full and part time RNs by rotation according to the departmental shift roster.

Should the census increase, status Nurses may be given the option to work prior to using registry, or per diem at straight time.

### 12.7 Temporary Reductions in Force

The Hospital shall not subject RNs to cancellation when the following conditions are in place:
A. When meal and rest break relief resources are not available in the unit or another unit, one (1) RN subject to cancellation shall be permitted to provide meal and rest period relief on his or her unit, or any other unit in which he or she has the appropriate competencies where no meal or break relief is available on that shift.
B. Registry RNs are performing nursing duties at the facility where the RN is slated for cancellation. RNs subject to cancellation shall, at their option, by seniority, be allowed to replace the registry RNs provided that the RN has the established competencies to substitute for the registry RN.

## ARTICLE 13: LEAVES OF ABSENCE

## Section A-Request Procedure

Requests for leaves of absence shall be in writing and must be authorized by the Employer in writing, except in emergency; but such leave of absence must be confirmed in writing within a reasonable time after the emergency. Requests for a leave of absence may include, but need not be limited to, requests for pregnancy disability leave, parental leave, medical disability leave, workers' compensation disability leave, family and medical leave under FMLA/CFRA, and personal leave.

## Section B-Extension

Leaves of absence may be extended only by agreement between the Nurse and the Hospital.

## Section C - Seniority Rights

Seniority accrual shall continue while a Nurse is on an approved paid/unpaid leave of absence.

Section D-Return to Work $\qquad$
$\qquad$
$\qquad$
Leaves of Absence of Six (6) Months or Less. When a Nurse returns to duty in compliance with an authorized leave of absence of six (6) months or less, such Nurse shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which the Nurse was employed before her/his absence. However, if conditions in the Facility have so changed that it would not be feasible to reinstate the Nurse in such a manner, then the Facility will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given first opportunity to return to her/his original position and unit. Except for maternity leave, prior notice of one (1) week may be required from each Nurse returning from an authorized leave of absence.

Leaves of Absence of More than Six (6) Months. When a Nurse returns to duty in compliance with an authorized leave of absence of more than six (6) months, she/he will be offered:
A. Her/his choice of any available position for which she/he is qualified; or
B. Per Diem status in her/his original unit and shift; or
C. Lay off with recall rights to the same unit/shift status she/he held before the leave.

Three (3) weeks notice in writing to the Hospital is required for a return from a leave of absence of more than six (6) months. However, with mutual consent of the Employer and Nurse, the Nurse may return to work earlier than three (3) weeks after receipt of the written notice provided the Nurse has been medically released to return to work.

## Section E - Health Insurance

Section F-Accrual of Benefits
An authorized leave of absence will not affect previously accrued benefits.

## Section G - Pregnancy Disability Leave

Nurses will be eligible for pregnancy disability leave as provided by applicable federal and state laws, and in accordance with and subject to the terms of the Employer's policies
$\therefore$ - - regarding such leave. Süch leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.

## Section H-Medical Disability Leave

A medical disability leave is defined as a leave of more than seven (7) calendar days for any serious medical condition that renders the Nurse unable to work.

Eligibility. After the first six (6) months of employment, all Regular Nurses shall be eligible for a medical leave of absence for a period not to exceed three (3) months. Regular Nurses with at least one (1) year of continuous service with the Facility shall be granted up to six (6) months. This leave may be extended up to an additional six (6) months if the treating physician certifies that, in her/his medical judgment, the Nurse will be able to resume the essential functions of her/his job by the end of the extension.

Use of Accrued Benefits. Use of accrued ESL/PTO is required during a medical disability leave, and will be integrated. with any applicable State Disability Insurance benefits. Once a Nurse's accrued ESL is exhausted, the Nurse, at her/his option, may use accrued PTO.

## Section I - Parental Leave

Nurses will be eligible for parental leave as provided by applicable federal and state laws, and in accordance with and subject to the terms of the Employer's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.

## Section J - Workers' Compensation Leave

A leave of absence shall be granted to a Nurse who is temporarily disabled as a result of a work-related injury or illness. Medical certification of disability shall be provided in accordance with the State laws governing workers' compensation. A Nurse's leave will be terminated if and when it is medically determined that the Nurse can return to duty or perform the essential functions of her/his job. The facility will make reasonable attempts to accommodate requests for Nurses who have been cleared to perform all essential job functions but need to return to temporarily reduced days per week for a temporary period of time. In those departments/units where reduced hours per day may be feasible, consideration shall be given and not be unreasonably denied. The temporary reduction(s) shall not exceed thirty (30) calendar days. 'This is separate from the Modified (Transitional) Duty Program. A Nurse may be terminated if it is medically determined that she/he cannot return to duty or perform the essential functions of his/her job with or without reasonable accommodation.

Use of Accrued Benefits. Use of accrued ESL/PTO is required during a medical disability leave, and will be integrated with any applicable State Disability Insurance benefits. Once a Nurse's accrued ESL is exhausted, the Nurse, at her/his option, may use accrued PTO.

## Section K - Family and Medical Leave

Nurses will be eligible for family/medical leave as provided by applicable federal and state laws, and in accordance with and subject to the terms of the Employer's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.

## Section L-Bereavement Leave

When a death occurs in the immediate family of a benefited Registered Nurse, the Nurse shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. A Registered Nurse working a regularly scheduled three (3) day twelve (12) hours per day workweek shall be paid up to thirty-six (36) hours for such leave, at the applicable formula rate. Immediate family is defined as spouse, legally domiciled adult, sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, parent or child of a legally domiciled adult, stepchildren, grandchildren, and the RN's own grandparents. If an RN is required to travel to a funeral or memorial service occurring more than two hundred (200) miles from the Hospital, upon request the RN will be granted an additional two (2) days of his/her accrued paid PTO/holiday or unpaid leave. A Part Time Nurse shall receive bereavement leave pay in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

## Section M -- Personal Leaves of Absence

Full or regular part-time Nurses working twenty-four (24) or more hours per week may request personal leaves of absence after one year of continuous service. A personal leave must be requested for any circumstance that will result in absence from work for fourteen (14) calendar days or more. Personal leaves shall be subject to management approval and shall not exceed thirty (30) calendar days.

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Nurses may request a personal leave of absence by completing an LOA form, which may be obtained from the Human Resources Department. The LOA form must also be filled out by the Nurse's Department Director and the Benefits Specialist in the Human Resources Department.

## Section N - Military Leave

The Employer shall provide military leaves of absence in accordance with applicable state and federal law.

## Section O-No Seasonal Ban

A leave of absence request shall not be unreasonably denied because of the season of the year.

## Section P - Previously Accrued Benefits

An authorized leave of absence will not affect previously accrued benefits.

## Section Q - Additional Leave

Nurses will be eligible for additional leave where provided in applicable federal and state laws and in accordance with the Employer's policies regarding such leaves. Any such leave shall run concurrently with other leaves under this Article to the extent permitted under applicable law.

## ARTICLE 14: PERFORMANCE OF CIVIC DUTY

### 14.1 Time Off To Vote

Nurses who are unable to vote before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday for voting purposes. Arrangements must be approved in advance by the Nurse's supervisor.

Under these circumstances a Nurse will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the Nurse shall give his or her supervisor at least two days notice that time off to vote is needed.

### 14.2 Jury Duty And Witness Pay

A Nurse called for jury duty will receive the difference between jury pay and normal straight-time earnings for up to fifteen (15) days of jury service on days for which the Nurse is scheduled to work.

A Nurse subpoenaed to appear as a witness in a judicial procedure, not including arbitration, which arises out of the Nurse's employment but in which the Nurse is not a party, will receive the difference between witness fees and straight-time earnings:-...................

The Nurse must notify the Employer as soon as reasonable after he or she receives a notice to report or is subpoenaed for testimony (usually within 24 hours). The Nurse must produce a receipt from the Jury Commissioner that he or she has been called or served, if such receipts are provided. In the case of witness pay, verification of attendance or of fees received may be requested.

Jury duty served while on a leave of absence, while utilizing paid time off or on a day in which the Nurse is not scheduled to work will not be compensated.

## ARTICLE 15: LICENSES, CERTIFICATIONS AND COMPETENCIES

Copies of licenses, certifications, Hospital and/or unit-specific competencies, are maintained in the Nurse's personnel file. Maintenance of such licenses, certifications or competencies are the Nurse's responsibility and are a condition of continued employment. If a Nurse fails to maintain a valid license, certification or Hospital and/or unit-specific competency, the Hospital, at its sole discretion, may reassign the Nurse to another position, with compensation applicable to that position, or may remove the Nurse from the schedule until the Nurse has provided proof of required current licensure and/or satisfactory evidence of completion of certifications, Hospital and/or unit-specific competencies.

## ARTICLE 16: REGISTERED NURSING RESPONSIBILITIES AND STANDARDS OF COMPETENT PERFORMANCE

A. Registered nursing personnel shall:

1. Assist the administrator of nursing services so that supervision of nursing care occurs on a 24 -hour basis.
2. Provide direct patient care.
3. Provide clinical supervision and coordination of care given by licensed vocational Nurses and unlicensed nursing personnel.
B. Each patient care unit shall have at least one Registered Nurse assigned, present and responsible for the patient care in the unit.
C. A Registered Nurse shall be considered to be competent when he/she consistently demonstrates the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process, as follows:
1.- --. Formulates a nursing diagnosis through observation of the patient's physical condition and beinavior, and through interpretation of information obtaned from the patient and others, including the health team.
4. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
5. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient's health needs.
6. Delegates tasks to subordinates based on the legal scopes of practice of the subordinates and on the preparation and capability needed in the tasks to be delegated, and effectively supervises nursing care being given by the subordinates.
7. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to treatment and through communication with the client and the health team members, and modifies the plan as needed.
8. Acts as the patient's advocate, as circumstances require by initiating action to improve health care or to change decisions or activities which are against the interests or wishes of the patient, and by giving the patient the opportunity to make informed decisions about health care before it is provided.

## ARTICLE 17: STAFF NURSE CLASSIFICATIONS

The following classifications shall apply to Nurses under this Agreement:
17.1 Staff Nurse I: Licensed Registered Nurses with less than six months of combined employment with the Hospital and/or applicable experience prior to employment.
17.2 Staff Nurse II: Licensed Registered Nurses with at least six months of combined employment with the Hospital and/or applicable experience prior to employment.
17.3 Staff Nurse III and IV: As determined pursuant to guidelines established by the Clinical Ladder Board as encompassed in the Initial Application Packet and the Renewal/Maintenance Packet.
"Applicable experience," as used with respect to Staff Nurse I and II, refers to regularly scheduled employment (averaging at least 24 hours per week) in the past two years at an acute-care hospital.
"Experience," as used with respect to Staff Nurse III and IV, refers to regularly scheduled employment (averaging at least 24 hours per week) in the relevant area of specialty in the past four years at an acute-care hospital.

Nurses within the Staff Nurse III and IV classification on the effective date of this Agreement will be excused from the "one full year of employment with Hospital" requirement.

## ARTICLE 18: HEALTH AND WELFARE PROGRAM (REVISED)

### 18.1 Retiree Health Benefits

A Nurse who retires on or after age fifty-five (55) will be entitled to continued Nurse only health insurance at the then existing COBRA rate for current Nurses until age sixty-five (65) or until the Nurse is eligible for Medicare, whichever is sooner, according to the following formula:
1.
2.
3.

A Nurse who elects coverage beyond COBRA statutory coverage must make his/her election in writing within thirty (30) days of retirement and failure to make such an election waives any right to continued health insurance with the exception of such COBRA coverage as is required by law.

A Nurse who elects coverage but does not maintain coverage by making regular, timely payments will lose coverage and such coverage will cease and may not be revived if the Nurse fails to comply with this action.

In order to qualify for this benefit, the Nurse must have at least five (5) years of continuous benefited service on the date of retirement and other than that period, whole years of benefited service may be aggregated so long as the Nurse was continuously employed by the employer. Continuous employment will be as defined in this Agreement, or if not defined, then by the Employer's policy.
18.2 Dental Benefits
A. The Hospital will offer the Delta Dental PPO 1200 plan, as is currently provided.
B. The Hospital will offer the Delta Dental PPO 800 Plan and Cigna DHMO Plans, fully paid for Nurse and dependents (including legally domiciled adults).

### 18.3 Vision Coverage

To be retained as is currently provided.
18.4 Accidental Death and Dismemberment

The Hospital will provide AD\&D Insurance per current practice and Nurse cost. The cost to Nurse is determined based on coverage level, age and salary.
18.5 Long Term Disability

The Hospital will provide Long Term Disability Insurance per current practice. Hospital pays full cost for coverage at $40 \%$ or $50 \%$ of annual base pay. Nurse may purchase coverage up to $60 \%$ of annual base pay.

## ARTICLE 19: PRECEPTOR

### 19.1 Definition of a Preceptor

A preceptor is a Nurse appointed and responsible for precepting
(1) newly hired Nurses;
(2) Nurses who transfer from another department or unit; or
(3) a final semester A.D.N., BSN, or MSN student.

Individuals who meet the criteria in either (1) through (3) above shall be known as "preceptees." Preceptees will not be counted in the staffing complement while being precepted. The preceptorship will be based on the existing unit/program-based orientation/precepting packet, which shall include skills checklists, competencies, written objectives and measurable, time-limited goals. All completed checklists and documents shall be provided by the preceptor to the Nurse Manager/ designee at the end of the preceptor period.

19-2 Preceptor-Training
A Nurse who volunteers to be a preceptor must, prior to appointment by the Employer as a preceptor, attend a preceptor training program. The cost of the training program shall be borne by the Employer and the Nurse shall be paid his/her regular hourly rate of pay for attending the training.
19.3 Preceptor Differential

19.4 Preceptor Opportunities

Preceptor opportunities shall be offered to the most senior Nurse who volunteers and, in the judgment of the Nurse Manager, meets the qualifications as defined in 30.1 and has successfully completed preceptor training as described in 30.2.

### 19.5 Non-Nursing Personnel

Nurses will not be required to precept, as precepting is defined in 30.1, any non-nursing personnel.
19.6 Nurse Trainers

Nurses who teach a class or conduct a training on behalf of the Employer shall be paicl straight time at their base rate per hour.

## ARTICLE 20: RELIEF IN HIGHER CLASSIFICATION

When performing charge Nurse duties or relief in a higher classification, a Nurse will receive $\$ 3.50$ per hour for all hours while performing such duties.

## ARTICLE 21: EDUCATION LEAVE

### 21.1 Education Leave

A. Education Leave shall be earned at a maximum rate of forty (40) hours per year for full time Nurses, cumulative to eighty (80) hours, pro-rated for part-time Nurses. Education leave hours shall be placed in the Nurse's bank effective on the first day of the first full pay period of each calendar year.
B. The Employer shall approve such leave, provided:

1. The courses, workshops, or seminars relate to the Nursing/Healthcare professions;
2. There will be a direct or indirect benefit to the maintenance of or improvement in the Nurse's skills;
3. Application in writing is received by the Employer no fewer than 14 days prior to the requested date of leave.
C. .. Education leave may be used by Nurses for home study programs with prior Hospital approval, and provided that such home study prograñ qualify for continuing education course credit by the Board of Registered Nursing. Requests for pay for home study shall be handled in the same manner as requests for educational leave with pay, and payment shall be made upon submission by the RN of the Certificate of Completion, which Certificate shall be submitted within sixty (60) days after the Nurse's request is approved.
D. Approval of requests for education leave shall not be unreasonably withheld.
E. RNs shail be paid for attendance at all educational classes required by the Hospital, at no cost to the RN. The Hospital may require a Nurse to use 8 hours/ 6 part-time of education leave to attend mandated staff education programs. The Nurse may elect to use any remaining leave hours in his/her bank for home study.

### 21.2 Tuition Reimbursement



### 21.3 Mandatory Classes/Meetings

A. If a Nurse is required by the Employer to attend a particular education or training program, session, in-service, class or other meeting, the Nurse shall be paid at his/her usual wage rate and this time shall be counted as time worked. A Nurse shall receive
a minimum of 1 hour's pay for attendance at mandatory classes or meetings if called in on her/his day off.
B. On any scheduled work day in which a Nurse finishes a mandatory class in sufficient time to return to work for a minimum of one-half of his/her scheduled shift, he or she shall be allowed to either return to work or to take PTO at the Nurse's option. A scheduled work day is defined for purposes of this section as any day worked which enables the Nurse to meet his/her scheduled hours.
C. The Hospital shall have responsibility for replacing RNs who are attending mandatory classes.
D. Education leave, unless mandatory, shall not be considered hours worked for overtime purposes.

## ARTICLE 22: LAYOFFS AND RECALL

## A. Temporary Layoff

1. A temporary layoff is one that is expected to last no more than thirty (30) calendar days.
2. Nurses shall be laid off by seniority by unit and shift and the order of layoff shall be as follows:
a. Per diem
b. Probationary
c. Part-time and Full-time
3. A Nurse may elect to receive pay during a temporary layoff by using accrued Paid Time Off.
B. Severance
4. Severance is calculated as weeks of pay for regularly scheduled work at the Nurse's most recent base salary level but does not include overtime or any other non-salary payments. Nurses on alternate compensation shall use their base rate, not the alternate compensation rate.
5. To receive severance pay, the Nurse must sign a general release prepared by the Employer waiving all claims against the Employer, including but not limited to claims under this Agreement, claims under Title VII, Age Discrimination in Employment Act ("ADEA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), etc.

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## ARTICLE 23: ORGANIZING RIGHTS

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 and to choose not to do so. Both the Employer and the Union acknowledge that 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 öganize 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.

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. Immediately upon the filing of an NLRB petition by CNA for any facility covered by this Agreement, the facility will agree to a consent election, and shall consent to conduct the CNA's requested election at dates and times within forty-five (45) days after the filing of the petition with the NLRB, provided such dates and times are acceptable to the NLRB. In any such consent election, all of the provisions of this Agreement, including the Code of Conduct, will apply. However, any objections to such consent election must be filed and resolved pursuant to the Arbitration section of this Agreement, and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinatives challenged.

Within five (5) days after the election is directed by the Board, the Employer will provide the Union with a list of names, addresses, and current telephone numbers of employees in the 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 CNA representation, subject to applicable law.
E. Code of Conduct. This Code of Conduct shall apply to any elections, including decertification elections of any kind.

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 which they believe will 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 agrees that it shall not utilize professional persuaders to conduct an anti-Association campaign. Likewise the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-Association campaign.
4.--The Employer will not inform-er imply-to eligible veters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.
4. The Employer agrees that its authorized communication with employees regarding unionization shall take place in group meetings and that it 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 provision 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 and Arbitration. If one party believes that the other party has violated this Agreement, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within 48 hours to try to resolve the issue.

If the parties are unable to resolve a dispute, either party may submit the unresolved dispute about compliance with or construction of the Agreement for final and binding resolution by, Barry Winograd, John Kagel, and Anne Andrews Ellis as the permanent Arbitrators selected for deciding any dispute under this Agreement. In the event they are unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association ("AAA"). The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. The Arbitrator shall not be limited in the scope of his/her remedies. All
such disputes shall be resolved within 14 days of the submission of the issue unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within 48 hours of the issue's submission to him/her.

The parties agree that, upon filing a 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. Should any disagreements arise that cannot be resolved between the parties, the matter shall be resolved according to the arbitration procedure described in this section.

## ARTICLE 24: DURATION OF THE AGREEMENT

The term of this Agreement shall be from the time of ratification through December 21, 2020. This Agreement shall be automatically extended or renewed from year-to-year thereafter unless either party serves notice in writing on the other party no later than ninety days nor more than one hundred twenty days prior to the expiration date of this Agreement. If a new Agreement is not reached prior to the expiration date or any anniversary date thereafter, the parties may, by mutual consent, extend the existing Agreement for a specified period of time.

Executed this $\qquad$ day of $\qquad$ , 2018 at $\qquad$ , California.

## O'CONNOR HOSPITAL

By:
Steven Sharrer
Verity Health System
Chief Human Resources Officer

## CALIFORNIA NURSES ASSOCIATION

By: $\qquad$
By: $\qquad$
By: $\qquad$
By: $\qquad$
By: $\qquad$
By: $\qquad$
By: $\qquad$
By: $\qquad$

Case 2:18-bk-20151-ER Doc 1202-3 Filed 01/03/19 Entered 01/03/19 16:45:05


## OCH Ratification

As of first fuil pay period after December 22, 2016
ATB
5\%

Basis
OCH Current

## OCH Year 2

As of first full pay period after December 22, 2017
ATB
5\%
Basis
OCH Ratification

## OCH Year 3

As of first full pay period of December 22, 2018
ATB 4\%
Basis OCH Y2

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## OCH Year 4

As of first full pay period after December 22, 2019
ATB
4\%
Basis
$\mathrm{OCH} Y 3$

## APPENDIX B: ALTERNATIVE WORK SCHEDULE PROGRAM

## 1. IMPLEMENTATION

1.1 The Parties agree that Alternative Work Schedules ("AWS"), either 12-hour or 10hour shifts, may be voted and implemented in individual units, as part of the collective bargaining exemption. The Employer may implement these shifts in individual units only in accordance with these provisions. An Employer may designate a unit as appropriate for implementation of an AWS program by notifying CNA in writing and posting a notice on the unit. Within fourteen (14) days of the notice, CNA and the Employer shall jointly conduct a meeting among the Staff Nurses on the unit to explain the impact of these shifts in the unit, how the vote will be conducted, the options available to Per Diem Staff Nurses, and the mock schedules. Within thirty (30) days of the notice, a vote shall be conducted in accordance with state law. At least fourteen (14) days before the election, the Employer will provide CNA with a list of Staff Nurses in the unit and CNA will investigate any discrepancies between the list and the CNA membership roster. CNA will advise the Employer of any discrepancies.
1.2 For an AWS to be adopted, a $2 / 3$ majority vote of those Staff Nurses who vote is required. An affected Staff Nurse who does not-vote shall not be counted. The votesmay be held on up to three days within the voting week to accommodate schedules. The vote and vote count will be in the presence of a Staff Nurse appointed by CNA and a management representative. The Staff Nurse observing the vote count shall be on paid time during the count.
1.3 Upon ratification, the program shall be implemented commencing with the next posted schedule, provided that the Staff Nurses receive at least fourteen (14) days' notice of the schedule changes.
1.4 Employer maintains right to create 8 hour shifts in units electing AWS and Staff Nurses may bid for any such shift or position in accord with applicable provisions of the CBA.

## 2. AWS UNITS

2.1 Without waiving the Employers' right to designate additional units for an AWS vote, the Employers agree that the following units shall be designated for an initial AWS vote within the timelines set forth below:

## 2.1. a. O'Connor Hospital AWS Vote

The Employer shall consider an AWS vote for the following units: ASU, PACU, IR, OR, Med Surg, Postpartum/Peds.

## 3. POSTING AND SCHEDULING

3.1 On each unit where the Staff Nurses have voted for AWS shifts and where the Employer has scheduled AWS shifts, the Employer will make a reasonable effort to find another work assignment for any Staff Nurse who participated in the vote which authorized the schedule and is unable to work the shifts. The Employer shall not be required to offer a different work assignment to a Staff Nurse if such a work assignment is not available or if the Staff Nurse is hired after the adoption of the alternative work schedule.
4. DISCONTINUANCE OF THE ALTERNATIVE WORK SCHEDULES
4.1 The Employer may discontinue an AWS at any time upon sixty (60) days' advance notice to CNA.
4.2 After the AWS has been in place for 12 months or more it may be repealed by a vote of the affected Staff Nurses. Upon a petition of one-third of the affected Staff Nurses, a new secret ballot election shall be held in accordance with state law.

## 5. HOURS OF WORK

### 5.1 12-Hour Shift Staff Nurses:

a. The regular work week for full-time Staff Nurses on the 12-hour shift schedule will consist of no more than thirty-six (36) hours, three (3) days a week.
b. A straight time day's work will consist of no more than twelve (12) hours worked within a thirteen hour period, except for Staff Nurses who have voluntarily waived one of their meal periods, in which case the twelve (12) hours worked will be within a twelve and one-half hour period.
c. The Employer will use its best efforts to regularly schedule a Staff Nurse to work no more than two (2) consecutive 12 hour shifts, unless the Staff Nurse requests a three (3) consecutive day schedule. The Employer will use its best efforts to grant the Staff Nurse at least a two (2) day break if he/she has worked three (3) consecutive 12 hour shifts, unless the Staff Nurse requests otherwise. The Employer will use best efforts to grant the Staff Nurse a three (3) day weekend on the Staff Nurse's weekend off.
5.2 10-Hour Shift Nurses: The regular work week for full-time Staff Nurses on the 10 hour shift schedule will consist of forty (40) hours, four (4) days a week. A straight time day's work will consist of no more than ten (10) hours worked within a ten and one-half hour period.

## 6. OVERTIME

6.1 Staff Nurses who work more than three (3) 12 hour shifts in a workweek will be paid time and one half $\left(1 \frac{1}{2}\right)$ their regular rate of pay for the first eight (8) hours worked on the first extra day of that workweek, and two (2) times their regular rate for all hours worked after the eight (8) extra hours in that workweek.
6.2 Staff Nurses will be paid double time for all hours worked in excess of 12 in one day.
6.3 Daily overtime shall be paid for 8 hour, 10 hour, and 12 hour shift Staff Nurses who work a shift that deviates from their assigned schedule in accordance with state law and any daily overtime rules adopted as part of an AWS program.
6.4 Paid Leave Accrual. Full-time Nurses working three (3) 12-hour shifts in a 7 -day workweek will accrue benefits, such as vacation, PTO, holidays, sick time, education leave, etc., on the same basis as full-time Nurses working a normal forty (40) hour workweek. Part-time Nurses working 12 -hour shifts will have benefits pro-rated according to the provisions of the CBA.
6.5 Meal and Rest Breaks. Meal and rest breaks will be provided according to the provisions of the CBA.

## 7. ${ }^{\prime}$ 'CONNOR HOSPITAL

7.1 a. Holidays. All Nurses working on a holiday recognized in the Collective Bargaining Agreement between the parties will receive one and one-half times their straight time hourly rate for each hour worked on the holiday. Hours worked in excess of 12 -hours on a holiday will be paid at twice the Nurse's straight time hourly rate. Holiday pay will be earned for the shift the majority of which is worked on the holiday.
b. Paid Leave Days. Paid leave days such as bereavement leave, jury duty leave and sick leave may be taken only when the basis for such leave falls on a Registered Nurse's scheduled work day.
c. Education Leave. Education leave may be taken according to hospital policy and practice.
d. Bereavement And Jury Duty. Bereavement and jury duty leaves are available to Nurses in 12-hour shift positions on the same basis as Nurses in 8 -hour shift positions, subject to the applicable provisions of the Collective Bargaining Agreement. Nurses in 12 -hour shift positions who are required to report for jury duty will receive their regular compensation for each day of service, less jury duty pay. Proof of jury service must be provided to the Hospital in order to be paid in accordance with this provision.
e. Education Leave. Education leave shall be earned prorated and based on status. A Nurse working 12-hour shifts may take up to twelve (12) hours of
education leave to cover approved courses, workshops, or seminars, provided the Nurse has available sufficient hours of accrued but unused education leave. In the event that the Nurse has taken twelve (12) hours of education leave and required home study is assigned for the course, all time spent in home study will be considered part of the twelve (12) hours of education leave. If the Nurse was normally scheduled to work a 12 -hour shift and takes education leave, the Nurse may, if needed in the unit, choose to report to work following the completion of the course, workshop or seminar. In such an event, the Nurses would utilize only that amount of education leave necessary to cover the time involved for the course and would be paid at the straight time rate for the remainder of the shift.

Nurses required to attend mandatory education classes, in-services, or meetings on an assigned workday shall report for work in their unit for the remainder of their shift at the conclusion of the class, in-service or meeting.

Education leave, unless mandatory, shall not be considered hours worked for overtime purposes.
f. Rest Between Shifts. Rest between shifts shall be governed by the Collective - Bargaining Agreement except that the period between shifts shall-be reduced to eleven and one-half (11-1/2) hours.

## APPENDIX C: CNA SHORT-CALL AVAILABILITY PROCEDURE

Shifts that remain unfilled or become available four (4) hours prior to the start of the shift shall be filled following the process outlined below:

Upon ratification of the contract, full and part-time Registered Nurses willing to work short-call hours shall provide their names to their department manager to be put on a list in the Staffing Office by submitting the Availability of Short-Call form.

Subsequent to the initial lists, RNs who submit their availability for short-call shall be added to the list in seniority order. The staffing office will provide a copy of the Short-Call Availability list to the unit manager who will verify that the list is accurate.

The Staffing Office will maintain and update the Short-Call Availability list daily and have it available for review. The seniority list will be available in the staffing office at all times and updated by Human Resources on an ongoing basis. A copy of the Short Call list calls made for the pay period will be posted on each unit on the following Friday.

Any calls made to the Nurses within four (4) hours of the start of the shift will be considered shortcall in accordance with Article 3.13 of the current Collective Bargaining Agreement.

Nürses on the Short-Call Availability list will be called for Short-Call hours in rotating order of seniority, regardless of shift, for their department in which there is a need.

If no Nurse in the Department/Unit on the Short-Call Availability List is available, the Staffing Office will call the remaining department Registered Nurses who are not on the Short-Call Availability List by rotating seniority.

If no Nurse from the department is available, the Staffing Office will call the next Nurse in rotation in the same cluster, if the staff Nurse is competent to work in that department.

If no Nurse is still available, the Staffing Office will call the next Nurse on rotation that is qualified/ competent to work in that department.

The parties agree that it will not be considered a violation of either the CBA or the Short-Call Availability agreement by passing over the next Nurse in the short-call rotation if such shift would result in the Nurse having less than seven and one-half (71/2) hours rest between shifts, eleven and one-half (11 $1 / 2$ ) hours for twelve-hour Nurses.

## STEPS FOR CNA SHORT CALL AVAILABILITY PROCEDURE

## STEP 1: FORM

1. Submit Availability of Short Call Form to your respective department manager.
2. Manager will turn in the form to staffing office and verify the accuracy of the list with staffing office.
3. It is the RN's responsibility to ensure that their phone number is accurate and updated in Human Resources.
4. Guidelines

- Voice mail is considered a notification.
- A call by staffing office but no voice mail, no answer or invalid number is considered a notification. Staffing office will call the number again to verify the number dialed is accurate.
- Short call is any calls made to the Nurse within four (4) hours of the
$\qquad$ start of the shift by the staffing office or designee (i.e. house supervisor, manager).
- RN on vacation will be bypassed if he/she is on vacation/PTO and will be eligible again based on rotation.
- $\quad \mathrm{RN}$ on LOA will be marked as LOA and will be able to pick up short call upon their return in their regular seniority order.
- Staffing Office will call listed primary number and is not obligated to call alternative numbers provided.
- $\quad$ RN can waive short call and will be placed as available.

5. Breaking seniority tie will be done using the last four digits of RN's social security number.
6. It is not considered a violation of either the CBA or the Short Call Availability agreement by passing over the next Nurse in the short call rotation if such shift would result in the Nurse having less than seven and a half ( $71 / 2$ ) hours rest between shifts, eleven and one-half (11 1/2) hours for twelve-hour Nurses.

## STEP 2: IMPLEMENTATION

Day 1: First short call will be made to the most senior staff in the department who is not otherwise on duty.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Smith, Jane (1/9/88) | $8 / 6 / 07$ |  |  |  |  |  |
| Snow, White $(7 / 24 / 88)$ |  |  |  |  |  |  |
| Jingle, Bell $(12 / 25 / 88)$ |  |  |  |  |  |  |
| Peter, Pan $(6 / 19 / 89)$ |  |  |  |  |  |  |
| Apple, Gate $(3 / 16 / 90)$ |  |  |  |  |  |  |
| Test, Ana $(3 / 16 / 91)$ |  |  |  |  |  |  |
| Mini, Moe $(5 / 17 / 92)$ |  |  |  |  |  |  |
| Benz, Mercedes $(6 / 29 / 92)$ |  |  |  |  |  |  |
| BMW, Joe (10/30/95) |  |  |  |  |  |  |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  |  |
| Mac, Donald $(4 / 25 / 99)$ |  |  |  |  |  |  |
| Calvin, Kline $(4 / 25 / 99)$ |  |  |  |  |  |  |

Day 2: Staffing Office will call the next person (less senior) on the list. If the RN was unable to contact, staffing office will leave a voicemail if available and will be considered as shift offered as short call. Staffing office will continue to call the next person on the list. Staffing Office is not obligated to wait for the person to call back. If the RN cails back and the shift was filled, the staff is no longer entitled to the shift and have to wait until his/her-turn comes again-for the short call.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Smith, Jane (1/9/88) | $8 / 6 / 07$ |  |  |  |  |  |
| Snow, White $(7 / 24 / 88)$ |  | VM |  |  |  |  |
| Jingle, Bell $(12 / 25 / 88)$ |  | $8 / 7 / 07$ |  |  |  |  |
| Peter, Pan $(6 / 19 / 89)$ |  |  |  |  |  |  |
| Apple, Gate $(3 / 16 / 90)$ |  |  |  |  |  |  |
| Test, Ana (3/16/91) |  |  |  |  |  |  |
| Mini, Moe (5/17/92) |  |  |  |  |  |  |
| Benz, Mercedes (6/29/92) |  |  |  |  |  |  |
| BMW, Joe (10/30/95) |  |  |  |  |  |  |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  |  |
| Mac, Donald $(4 / 25 / 99)$ |  |  |  |  |  |  |
| Calvin, Kline $(4 / 25 / 99)$ |  |  |  |  |  |  |

Day 3: When staffing office calls and no answer or no voicemail is available, the call is considered a notification and will call the next person on the list.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Smith, Jane $(1 / 9 / 88)$ | $8 / 6 / 07$ |  |  |  |  |  |
| Snow, White $(7 / 24 / 88)$ |  | VM |  |  |  |  |
| Jingle, Bell $(12 / 25 / 88)$ |  | $8 / 7 / 07$ |  |  |  |  |
| Peter, Pan $(6 / 19 / 89)$ |  |  | CNVM |  |  |  |
| Apple, Gate $(3 / 16 / 90)$ |  |  | $8 / 8 / 07$ |  |  |  |
| Test, Ana $(3 / 16 / 91)$ |  |  |  |  |  |  |
| Mini, Moe (5/17/92) |  |  |  |  |  |  |


| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Benz, Mercedes $(6 / 29 / 92)$ |  |  |  |  |  |  |
| BMW, Joe $(10 / 30 / 95)$ |  |  |  |  |  |  |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  |  |
| Mac, Donald $(4 / 25 / 99)$ |  |  |  |  |  |  |
| Calvin, Kline $(4 / 25 / 99)$ |  |  |  |  |  |  |

Day 4: Staff can decline short call when it is his/her turn. Staffing Office will document and call the next person on the list.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Smith, Jane (1/9/88) | $8 / 6 / 07$ |  |  |  |  |  |
| Snow, White $(7 / 24 / 88)$ |  | VM |  |  |  |  |
| Jingle, Bell $(12 / 25 / 88)$ |  | $8 / 7 / 07$ |  |  |  |  |
| Peter, Pan $(6 / 19 / 89)$ |  |  | CNVM |  |  |  |
| Apple, Gate $(3 / 16 / 90)$ |  |  | $8 / 8 / 07$ |  |  |  |
| Test, Ana $(3 / 16 / 91)$ |  |  |  | DECLINED |  |  |
| Mini, Moe $(5 / 17 / 92)$ |  |  |  | $8 / 9 / 07$ |  |  |
| Benz, Mercedes (6/29/92) |  |  |  |  |  |  |
| BMW, Joe $(10 / 30 / 95)$ |  |  |  |  |  |  |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  |  |
| Mac, Donald $(4 / 25 / 99)$ |  |  |  |  |  |  |
| Calvin, Kline $(4 / 25 / 99)$ |  |  |  |  |  |  |

Day 5: $\quad$ The last four digits of an RN's social security number will be used to break a seniority tie between 2 or more RNs who have the same seniority date.

Calvin, Kline 4/25/99 (\#1153)
Mac, Donald 4/25/99 (\#0099)
Fulltime, Cherry 4/25/99 (\#1253)
*** Seniority order will be: \#1 Mac
\#2 Calvin
\#3 Fulltime

Day 6: $\quad$ RN can place his/her self as available for shift(s) as additional shift or overtime and will not be considered a short call or forfeit his/her turn in the short call list.

On day 6, Smith, Mary (6/9/07) called staffing office the night before and places herself available for $7 \mathrm{a} . \mathrm{m}$. shift if someone calls off sick. Staffing office will offer her the shift before going to the short call list.

Day 7: If a Nurse calls the staffing office that he/she is available for short call after the list was posted, the RN will be added to list based on seniority. Staffing office will
continue to call the next person in line based on the last staff called and the RN has to wait until it is their turn.

On $8 / 10 / 07$ Randy Regular called seniority date of $10 / 8 / 87$. He wants to add himself to the short call list. Although he is now the most senior staff, he will not be called until it is his turn. Staffing office will offer the shift to Mercedes Benz who is the next person on the list.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Regular, Randy (10/8/87) |  |  |  |  |  |  |
| Smith, Jane (1/9/88) | $8 / 6 / 07$ |  |  |  |  |  |
| Snow, White $(7 / 24 / 88)$ |  | VM |  |  |  |  |
| Jingle, Bell (12/25/88) |  | $8 / 7 / 07$ |  |  |  |  |
| Peter, Pan $(6 / 19 / 89)$ |  |  | CNVM |  |  |  |
| Apple, Gate $(3 / 16 / 90)$ |  |  | $8 / 8 / 07$ |  |  |  |
| Test, Ana $(3 / 16 / 91)$ |  |  |  | DECLINED |  |  |
| Mini, Moe (5/17/92) |  |  |  | $8 / 9 / 07$ |  |  |
| Benz, Mercedes (6/29/92) |  |  |  |  | $8 / 10 / 07$ |  |
| BMW, Joe (10/30/95) |  |  |  |  |  |  |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  |  |
| Mac, Donald $(4 / 25 / 99)$ |  |  |  |  |  |  |

Day 8: If an RN is working and it is his/her turn for the short call, the shift will be offered to the next person on the list.

| NAME | DATE | DATE | DATE | DATE | DATE | DATE | DATE |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Regular, Randy (10/8/87) |  |  |  |  |  |  |  |
| Smith, Jane (1/9/88) | $8 / 6 / 07$ |  |  |  |  |  |  |
| Snow, White (7/24/88) |  | VM |  |  |  |  |  |
| Jingle, Bell (12/25/88) |  | $8 / 7 / 07$ |  |  |  |  |  |
| Peter, Pan (6/19/89) |  |  | CNVM |  |  |  |  |
| Apple, Gate (3/16/90) |  |  | $8 / 8 / 07$ |  |  |  |  |
| Test, Ana (3/16/91) |  |  |  | DECLINED |  |  |  |
| Mini, Moe (5/17/92) |  |  |  | $8 / 9 / 07$ |  |  |  |
| Benz, Mercedes (6/29/92) |  |  |  |  | $8 / 10 / 07$ |  |  |
| BMW, Joe (10/30/95) |  |  |  |  |  | WRKG | $8 / 12 / 07$ |
| Van, Halen $(9 / 26 / 96)$ |  |  |  |  |  | $8 / 11 / 07$ |  |
| Mac, Donald (4/25/99) |  |  |  |  |  |  |  |

## APPENDIX D: LETTER OF UNDERSTANDING RE CATH LAB, INTERYENTIONAL RADIOLOGY AND NUCLEAR MEDICINE

1. Within thirty (30) days of ratification, representatives of the Union and the Employer will meet and confer in a collaborative effort over the Employer's contemplated cross training and validation of competency for RNs in the Special Procedures cluster in order to provide safe, competent and quality patient care in Cath Lab, Interventional Radiology and Nuclear Medicine.
2. It is understood that the Employer's intent is to provide RN staffing in all three areas that is competent and capable of safely performing all procedures in all three areas, within the meaning of the term competency as provided in Article 16 of this collective bargaining agreement ("Agreement").
3. To meet this goal, it is understood that there will be one set of competency standards for each of the three areas that Nurses will be cross-trained in.
4. Cross-training shall include both in-service programs and/or outside courses, workshops or seminars as may be required to attain and maintain competency in all procedures in all three areas. All such cross-training shall be provided at the Employer's expense pursuant to Article 21 of this Agreement: Once-an RN-has-achieved competency in any procedure, such competency shall be maintained.
5. Floating within and between Cath Lab, Interventional Radiology and Nuclear Medicine may continue on the same basis as described under Article 11 - Floating until such time as the aforementioned cross-training and validation of competency has been established.
6. RNs in the Special Procedure cluster who are on-call shall not be required to answer calls outside their unit unless and until they have completed the required cross-training, and have validated competency on procedures outside their unit.
7. Nothing in this Letter of Understanding is intended to amend or modify any rights or obligations of the Union or the Employer under this Agreement.

## APPENDIX E: SIDE LETTER

## BETWEEN O'CONNOR HOSPITAL AND CNA

## REGARDING PROFESSIONAL PERFORMANCE COMMITTEE

Whereas the Professional Performance Committee ("PPC") at O'Connor Hospital ("OCH") was recently elected to a three (3) year term, OCH and CNA agree to the following:

1. The PPC at OCH will continue to be comprised of tern (10) members: and
2. PPC members at OCH shall be compensated a maximum of six (6) hours per month instead of eight (8) hours for attendance at PPC meetings.

In all other respects the terms of Article 11 of the Master Agreement regarding the PPC shall apply to the PPC at OCH , including that the PPC chair at OCH shall receive the additional four (4) hours of pay per the Master Agreement.

While this Side Letter remains in effect, if any of the current members of the PPC at OCH leave employment at OCH or otherwise end their membership on the PPC, such departing members may not be replaced by CNA.

This Side Letter expires June 1, 2019 or upon notice by CNA to OCH, whichever occurs sooner. Upon expiration of this Side Letter, the membership and compensation of PPC members will revert to the provisions of the Master Agreement.

## Exhibit 4

December 13, 2018

## Via Email (aprediletto@calnurses.org) and U.S. Mail

Andrew Prediletto
California Nurses Association
225 West Broadway, Suite 500
Glendale, CA 91204

Re: Proposal Regarding Disposition of CBAs

Dear Mr. Prediletto:

In furtherance of the Proposal made to California Nurses Association ("CNA") orally on December 6, 2018 and memorialized in my letter to you dated December 7, 2018, to reject and terminate the Collective Bargaining Agreement between SLRH and CNA 2016-2020 (the "SLRH CBA"), the Collective Bargaining Agreement between OCH and CNA 2016-2020 (the "OCH CBA"), and all terms incorporated therein under the CNA/VHS Master Agreement (12/22/16-12/21/20) related to SLRH and CNA (the "CBA Master"), attached please fine a redline of the CBA Master showing relevant modifications. We urge you to share this letter and the attachment with your legal counsel. Should you or legal counsel desire further information or wish to communicate about the Proposal, please feel free to contact me directly.

Sincerely,


Sam J. Alberts

[^1]cc: Richard G. Adcock
Steven Sharrer
Elspeth Paul
Pascale Roy
Samuel Maizel
Tania Moyron
An Ruda

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## ARTICLE 1 - SCOPE OF MASTER AGREEMENT

A. Seton Medical Center, O' $^{\prime}$ Connor Hospital, and St. Vincent Medical Center; and Saint Louise Regional Hospital, hereinafter referred to as "the Employers," and the California Nurses Association, hereinafter referred to as "the Association" or "the Union," hereby agree to the following collective bargaining agreement (hereinafter the "Agreement."). Collectively, "the Employers" and "the Union" are referred to as "the parties."
B. The Agreement and such local supplemental agreements and memoranda of understanding between the parties as may be agreed upon hereunder from time to time together constitute the collective bargaining agreement between each Employer and the Association.
C. The parties agree that there shall be a single bargaining unit consisting of The parties agree that Registered Nurses employed at Seton Medical Center, $Q^{\prime}$ Connor Hospital, St. Vincent Medical Center, and Saint Louise Regional Hospital, bargain a Master Agreement but that each Employer shall retain their separate employer status, and that there shall be four (4) separate documents, one for each Employer, consisting of common "master" language followed by Employer-specific language.

## ARTICLE 2 - BARGAINING UNIT MEMBERS

The Employers agree not to take any action to remove from the Association's bargaining unit, any bargaining unit member, either individually or as a classification, on the grounds that the Nurse is a supervisor under Section 2 (11) of the National Labor Relations Act.

## ARTICLE 3 -SUCCESSORSHIP/CHANGE IN OWNERSHIP

In the event of a change in ownership of the Hospital, or if the Hospital enters into a partnership, affiliation, merger, or other transfer of ownership of the Hospital's operations, the Hospital will comply with the following:
a. Notification:

The Association shall be notified in writing by the hospital not less than sixty (60) days prior to taking any action as described herein. This agreement shall be binding upon the union and the Hospital and any successors thereof.
b. Meet and Bargain:

Upon notice to the Association, the Association and the Employers will meet at the Association's request to engage in good faith collective bargaining over the effects of any such ownership change.

The Employers shall not use the sale, transfer, or any other mechanism to evade the terms of this Agreement.

## ARTICLE 4 - UNION RIGHTS AND REPRESENTATION

## A. Nurse Representatives

1. The Association may appoint Nurse Representatives at the Employers. The Employers shall be notified in-writing of such appointments.
2. Normally Nurse Representatives shall be Regular employees of the Employer who shall have completed their probationary period. In unusual circumstances, the Association may appoint a non-regular Nurse of the Employer where such appointment will promote effective and responsible labor relations.
3. The function of the Nurse Representatives shall be to handle grievances and to ascertain that the terms and conditions of the Agreement are observed. In handling grievances, the Nurse Representatives shall only deal with representatives of the Employers' designate to handle grievances. The designated representatives are only required to meet with one (1) Nurse Representative on any grievance.
4. Nurse Representatives shall leave their work station to conduct such activities as are provided for in this Agreement only with permission of nursing management. If such permission is granted, time spent by a Nurse Representative conducting such activities during his/her normal scheduled working hours shall be compensated at the Nurse Representative's straight time rate but shall not be considered working time for the purpose of calculating overtime or other premium pay. When the Hospital requests a Nurse representative to be involved in a matter that cannot be postponed (e.g., such as a disciplinary action that the Hospital cannot postpone for after hours and where the Nurse asks for Union representation), the time involved shall be compensable but not considered working time for the purpose of calculating overtime or any other premium pay. Investigation of grievances by Nurse Representatives outside of grievance meetings shall be conducted only during the non-working time of all involved employees, and shall be eligible for compensation out of a bank of 12 hours per month per Employer.
5. Upon advance written request and subject to staffing and scheduling needs, the Employer will provide up to three (3) days without pay per calendar year to a Nurse Representative for the purpose of participating in C.N.A. educational programs.

## B. Association Visitation

1. Representatives of the Association may visit the Employers at reasonable times to discuss with the Employers' management matters pertaining to this Agreement. Representatives of the Association may visit the Employers' premises to discuss with Nurses matters pertaining to this Agreement; but, upon such visits, the representatives shall first notify the Employers' management. Representatives shall confer with Nurses so as not to interfere with the work of the Registered Nurse or any other associate and such conferences shall not take place in the immediate presence of a patient and/or patient's family member. It is contemplated that provisions for these visits refer to informal conferences and not to the holding of meetings.

## C. Bulletin Boards and Meeting Rooms

1. The Employers will provide and will mutually agree with the Association to a central and convenient location for a minimum of one (1) bulletin board for each one hundred (100) Nurses or portion thereof on the staff. A designated Association representative shall be responsible for posting material submitted by the Association, a copy of which shall be furnished to the Employers before posting. The Association agrees that no controversial material shall be posted. It is further agreed that the Employers shall post position on such bulletin boards. The Employers will provide to CNA space on a bulletin board on each nursing unit or department where CNA-represented Nurses regularly work.
2. A Employer-related Association member may request the use of Employers meeting/conference rooms for Employer-related Association meetings. The request shall be in writing to Human Resources. The written request shall include: (1) the general purpose of the meeting, (2) the date, (3) start time and end time and (4) the approximate number of participants. The request will be considered in accordance with established Employers' procedures and use limitations for meeting/conference rooms. The Human Resources designee will respond in writing to the Association member within a reasonable time. Requests will not be unreasonably denied.

## D. Release Time for Association Nurse Negotiators

1. Upon proper advance notice, three (3) Registered Nurses per facility may be appointed or elected to the Union Negotiation Committee and shall be eligible to be released and compensated by the Employer for their work days missed because of their attending negotiation meetings and mutually agreed upon caucus time on those days, patient needs permitting. If the Association's Nurse Negotiation Team is not released, the Association reserves the right to cancel the bargaining date/s. The Association shall use its best efforts to appoint or elect a Union Negotiation Committee representing different units. The compensation to be paid to committee members by the Employers for work days missed shall include the Nurse's straight time wages for a maximum of twelve (12) hours work for Nurses working twelve (12) hour shifts, payment for health premiums, vacation/holiday/sick leave accruals, seniority accruals, and any coverage for which the Nurse is otherwise eligible. Time paid under this section shall not be included as time worked in the calculation of overtime. The Union shall notify the Employer at least two (2) weeks in advance of the first negotiation meeting, the Union the committee persons and in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least forty-eight (48) hours prior to any meeting of any changes in the committee for such meeting.

## E. New Hire Orientation

1. Association time at new hire orientations shall be included on the orientation agenda, shall be a regularly scheduled time, and shall not be the last item on the agenda unless otherwise mutually agreed. The Employer shall provide a thirty (30) Minute period during each Employer orientation for a Nurse Representative to have the opportunity to provide new members of the bargaining unit with information about the contract and the Association. This time spent by the Nurse Representative during the orientation shall be compensable but not considered working time for the purpose of calculating overtime or any other premium pay. The Nurse Representative shall be released from duty without loss of pay to perform this function, patient care needs permitting.

## ARTICLE 5 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof is held by an agency or a court of competent jurisdiction to be contrary to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision. All other provisions shall continue in full force and effect. In case of such determination of invalidity of a contract provision, the parties agree to enter into negotiations for the exclusive purpose of arriving at a mutually acceptable replacement for the provision of this Agreement determined to be contrary to law.

## ARTICLE 6 - TECHNOLOGY

Utilization of technology should be consistent with the provision of safe, therapeutic, effective care that promotes patient safety through the ability of a Registered Nurse to follow the Nursing Process, including the exercise of clinical judgment in assessing, evaluation, planning, implementing and diagnosing and acting as a patient advocate.

Technology should be utilized to safeguard patient confidentiality.
The Hospital intends to maintain a work environment in which technology provides skill enhancement and furthers the implementation of the nursing process defined in the Nursing Practice Act, Title 22, and the Standards of Competent Performance as defined in Title 16, including, but not limited to, the responsibility of patient advocacy. It is not the intention of the Employer to replace Nurses through the implementation of technology.

Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications, and co-morbidities, as appropriate.

Prior to the implementation of new technology, the hospital shall notify the Professional Practice Committee (PPC) of the proposed new technology being considered. Nursing Management shall meet with the PPC upon request to assure that the new and existing technology conforms with the provisions of this Article, and provides opportunities for the Nurses to have input regarding the new technologies. Input from the Nurses and the PPC will be considered prior to the implementation of new technology.

## ARTICLE 7 - ASSOCIATION MEMBERSHIP

The parties mutually agree that the purpose of this Agreement is to foster the provision of therapeutic and effective care for the sick which strives to enhance the health of the people living and working within the community, recognizing the diversity and unique needs of individuals.

The Employers recognize that the Association has responsibility for and contribute to fostering high standards of nursing practice, and that through membership in the Association the professional nursing staff in the Employers will be improved. The Employers and the Association further recognize that nursing care will not be conducted in violation of any state and federal statutes and regulations.

The intent of the parties to this Agreement is to encourage membership in the Association.

## A. Membership

1. As a condition of continued employment, RNs covered by this agreement shall be required within 31 days after hire date or the effective date of this Agreement, whichever is later, to do one of the following:
a. Join and maintain membership in the Association.
b. Choose not to join the Association but pay to the Association a monthly charge equivalent to his/her share of the cost incurred by the Association relative to collective bargaining, contract administration, and grievance adjustments.
c. For reasons of a bona fide religious conviction, choose not to join the Association but pay a monthly sum equivalent to Association dues to the RN's choice of a bona fide non-religious non-labor organization charitable funds exempt from taxation under Section 501(c) of the Internal Revenue Code.

## B. Maintenance of Membership

Upon notice from the Association and after counseling by the Association, an RN who fails to meet the required membership or fails to pay the appropriate fees as stated above shall be given 14-days' notice of termination or shall be allowed to resign with proper notification to the Employers.

## C. New Employee Notices

The Employers shall give to each RN at the time of employment a self-contained packet of Association materials provided by the Association. This packet shall include a copy of this Collective Bargaining Agreement, the current Association form authorizing voluntary payroll deduction of monthly dues and any custodial agreement or other forms that require execution by the RN. Within thirty (30) days after ratification of this Agreement, the Employers will provide electronically to the Association a master list of all employed RNs who are subject to the provision of this Agreement, giving names, addresses, classifications, Social Security Numbers (or current unique identification number), dates of employment, FTE status, wage rates, and cost center. Each
month, the Employers will forward electronically to the Association the names, addresses, classifications, Social Security Numbers (or current unique identification number), and dates of employment of new hires, and the names of RNs who have resigned or have been terminated. At the request of the Association, a master list shall be provided no more than twice a year.

## D. Payroll Deductions of Association Dues Written Assignment

During the term of this Agreement the Employers will honor written assignment of salary to the Association for the payment of Association membership dues or service charges when such assignments are submitted on the form agreed to by the Employers and the Association.

## E. Remitting Dues

The Employers will promptly remit the membership dues or service charge deducted pursuant to such assignment with a written statement of the names of the RNs for whom the deductions were made. Dues will be deducted and remitted every pay period. However, the Association and the Employers may make other arrangements by mutual consent.

## F. Indemnification

The Association will hold the Employers harmless against any claims that may be made by any person by reason of any action taken by the Employers based upon written notice from the Association in accordance with the contract under Sections C, D and E above, including the cost of defending against any such claim, unless the claim is the result of the fault or negligence of the Employers, and will also hold the Employers harmless against any claims that may be made by any person by reason of the deduction of the Association membership dues or service charges, or the transmission of personal information required by the Association, including the cost of defending such claim. The Association will have no monetary claim against the Employers by reason of failure to perform in accordance with the contract under these sections of the contract.

## ARTICLE 8 - NO DISCRIMINATION

There shall be no discrimination by the Employer against any Nurse or applicant for position as a Nurse on account of membership in or activity on behalf of the Association, provided that such Association activity shall not interfere with any Nurse's regular work.

Neither the Employers nor the Association shall discriminate for or against any Nurse or harass any Nurse on account of race, sex, age, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, political affiliation, military and veterans' status, sexual orientation or other basis in violation of applicable federal, state or municipal law. The Employer and the Association also agree that they shall also comply with the Americans with Disabilities Act and the California Fair Employment and Housing Act, including taking required steps to prevent and correct discrimination, harassment and retaliation and where such compliance requires departure from provisions of this Agreement, Employers shall notify the Association, and, upon request, shall meet and confer on the proposed action and any alternative proposals by the Association.

Any use of gender in this Agreement, including job classifications, shall not be interpreted as referring to any specific gender identity.

## ARTICLE 9 - TRAVELERS AND REGISTRY

The Employers may utilize travelers and registries to fill vacant posted positions, or positions temporarily vacant due to the leave of absence of a bargaining unit RN. The Employers will not use travelers and registries to avoid their obligations under the terms of this Agreement.

After the initial seven (7) day posting period, if there are no bids, the Employer may retain a traveler to fill the position on a temporary basis. A traveler shall not be cancelled from her/his prescheduled contracted hours, to the extent those hours match the hours of the posted position, except in case of temporary or indefinite reduction in force. Qualified bargaining unit Nurses shall have priority for any additional hours/shifts over any traveler.

For purposes of this Article, the term "temporary reduction in force" shall mean "temporary layoff" at St. Lourise (SLRH Section 12(A)(2), "reduetion in staff" at O'Connor (OCHArticle 12), "temporary reduction in force" at Seton [SMC Section 28.1.1(a)], and "low census call off days: at St. Vincent (SVMC Article XV).

## ARTICLE 10 - REGISTERED NURSE RESPONSE NETWORK RNRN

## A. GENERAL PRINCIPLES

1. The Employers recognizes that the Registered Nurse Response Network (RNRN) sponsored by the California Nurse Association has in the recent past, provided exemplary relief and professional medical assistance to victims hard hit by natural disaster.
2. In accordance with the Employers' mission, both the Association and the Employers agree they are in a unique position to jointly provide assistance to future victims of natural disasters and other emergencies, and that it is central to the vision and missions of both parties to work together to provide such aid.

## B. DEFINITION OF "DISASTER" AND "DESIGNATED AGENCY"

1. A "disaster" is defined here 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) as an agency that has been delegated authority to declare an emergency.

## C. LEAVE REQUEST

1. A request for voluntary Registered Nurse Response Network (RNRN) leave must be made in writing consistent with the Hospital leave request procedures. Responses to all such requests for voluntary leave for disaster service and the duration of said leave must be approved in advance in writing by the Hospital's Chief Executive Officer or designee. Voluntary leave for disaster service by Nurses 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.

The Employers will make reasonable efforts to adjust work schedules to allow voluntary release time for RNs who wish to take volunteer assignments with the RNRN.
2. The Association will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals, and lodging.

## ARTICLE 11 - SAFE STAFFING, PATIENT ADVOCACY, AND MODEL OF CARE

In this article, references to the "Chief Nursing Officer" shall include her/his designee.
A. PROFESSIONAL PERFORMANCE COMMITTEE AND NURSING PRACTICE REVIEW COMMITTEE

## 1. Professional Performance Committee:

a. Establishment of Committee. There shall be a Professional Performance Committee at each Employer covered by this Agreement.
b. Intent: The Employer recognizes the responsibility of the Professional Performance Committee to recommend measures objectively to improve patient care and will duly consider such written recommendations and will so advise the Professional Performance Committee of action taken. Responses to written Professional Performance Committee recommendations shall be made in writing in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Chief Nursing Officer and the Professional Performance Committee.
c. Membership: The Professional Performance Committee ("PPC") shall be composed of up to eight (8) Registered Nurses employed at the Employer and covered by this Agreement. The Committee members shall be elected by the Registered Nurse staff at the Employer to terms equal to that of the contract term. Elections shall take place as soon after contract ratification as possible. The election results shall be communicated in writing to the Chief Nursing Officer.

## d. Meetings:

1. Regular Meetings and Minutes: The PPC shall schedule regular meetings not to exceed two (2) meetings per month, for attendance at which Nurse Committee members shall be compensated up to a total of eight (8) hours straighttime pay per month. All Committee members will be excused from their entire shift and paid to attend the meetings for their released shifts, up to a total of eight (8) hours per month. The PPC shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Director of Patient Care Services prior to the next meeting. The Chair will report to the Chief Nursing Officer the hours used by the committee members during the preceding pay period. Such paid time shall not be counted towards the purposes of computing overtime.
2. Informational Meetings: The PPC may request meetings with the head of any department for the purpose of obtaining information. Such meetings shall be arranged through the Chief Nursing Officer/designee who may attend.
3. Special Meetings: The Employer may request special meetings with the PPC, but such meetings shall not take the place of regularly scheduled meetings of the PPC.
4. PPC Chairperson: Each PPC shall elect a chairperson who shall be compensated up to four (4) hours per month for working on PPC activities, in addition to compensation for the regular PPC meetings.
e. Objectives: The objectives of the PPC shall be:
5. To consider constructively the professional practice of Nurses and nursing assistants;
6. To work constructively for the improvement of patient care and nursing practice;
7. To make recommendations to the Employer ways and means to improve patient care;
8. To make recommendations to the Employer where, in the opinion of the Committee, a critical Nurse staffing shortage exists;
9. To consider constructively the improvement of safety and health conditions which may be hazardous;
10. To investigate Nurse staffing complaints.

## f. Nurse Staffing Information:

1. Reasonable requests for daily staffing records or other pertinent information will be provided to the PPC upon request in a timely manner not to exceed ten (10) days from the date of the request, unless mutually agreed. The Chief Nursing Officer may request the opportunity to meet with the PPC to further review or explain the information requested. The parties agree that confidential information (i.e., information referred to in the first sentence) shall not be distributed beyond the PPC or CNA.
2. The Employer will notify the PPC of any proposed changes in its staffing system prior to implementation of the changes. The Chief Nursing Officer will meet with the PPC, upon request, to discuss the system, proposed changes in the system, and conformance of the system to the requirements of this agreement.
g. Standardized Procedures Under Nursing Practice Act: Any individual(s) designated by the Employer to implement Standardized Procedures pursuant to the Nursing Practice Act shall meet with the PPC to discuss proposed provisions to be included in the Standardized Procedures prior to submission of such procedures to the approving parties identified by the Nursing Practice Act.

## 2. Nursing Practice Review Committee:

a. At the request of either party, a difference of opinion between the PPC and the Employer concerning matters falling within the PPC's objectives (paragraph (e) above) will be
handled by being referred to the Nursing Practice Review Committee. The Committee will be the exclusive means for resolving any such differences of opinion, and shall be composed of:

1. The Executive Director of CNA, or her/his designee, and one (1) elected Staff Nurse member of the PPC;

## 2. Two (2) members of the Employer's Nurse Management

b. A meeting of the Nursing Practice Review Committee shall be held within ten (10) days of the referral (unless the Committee mutually agrees otherwise) for the purpose of jointly reviewing the original problem presented by the Professional Performance Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation, and to begin joint explorations leading to resolution of the matter. Any representative on the Nursing Practice Review Committee may request, and shall receive, relevant information from the representative of the other party, or may introduce further relevant information. The recommendation of the Nursing Practice Review Committee shall be reached within (30) days of the Committee's meeting.
c. No recommendation shall become effective unless a majority of the Nursing Practice Review Committee concurs.

## 3. Patient Needs Staffing

a. General Principles:

1. The Employer shall have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of The Joint Commission and Title 22 of the California Administrative Code. The Employer agrees to conform its system to any future changes adopted by either body during the term of the contract.
2. The patient classification system shall be a method of determining staffing requirements for each patient, each unit and each shift as appropriate, based on physical observation and assessment of each patient by the Nurse who is responsible for the patient.
3. The system will be adhered to in all areas to which it is applicable, and for patient care areas such as outpatient surgery, equivalent or appropriate systems for assessing staffing needs will be maintained. In the event the scheduled staffing is insufficient to meet the specific staffing ratios called for by the system, the Employer will make every reasonable effort to procure additional personnel. Should persistent shortages be identified, the Employer will take the necessary steps to ensure safe patient care.
4. The staffing system with full information summarizing or explaining the system will be located in the appropriate manual on every nursing unit, and a copy will be provided to the Professional Performance Committee, upon request. The PPC shall be notified of any changes in the system prior to the implementation of the
changes. The Chief Nursing Officer will meet with the PPC upon request to discuss the system, proposed changes in the system and the conformance of the system to the requirements of this letter.
5. As a general practice, newly hired Nurses will not be counted in the regular staffing complement during orientation, or portions thereof as designated in advance by the Employer; provided, however, that the Medial Center shall determine the, duration and scope of orientation to be given, based upon the Nurse's prior experience and/or training. Exceptions to this general practice may occur, provided that such exceptions shall not be unreasonably made. Within ninety (90) days of ratification of this Agreement, the Employer shall, upon request, make available for review by CNA its orientation practices relative to newly hired Nurses, if those practices have changed since the Employer's last submission and subsequently if the Employer changes these practices.

## b. Patient Classification System Committee:

1. The Employer shall establish a Patient Classification System Committee composed of up to four (4) benefited Registered Nurses selected by the PPC, and up to four (4) representatives of Nursing Management. The Medical shall convene the Committee at least annually.
2. The Employer shall reimburse each committee representative (including PPC representatives) at their straight-time rate- for time spent in meetings of the Committee.
3. The Committee shall be responsible for reviewing the reliability and validity of the existing Patient Classification System, and for recommending any modifications or adjustments necessary to assure accuracy in measuring patient care needs. The Patient Classification System shall be used by the Employer for determining nursing care needs of individual patients that reflects the assessment, made by the direct care Registered Nurse, of patient requirements, and shall provide for shift-by-shift staffing based on those requirements.
4. The system shall include, but not limited to, the following elements: individual patient care requirements; the patient care delivery system; and generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the Employer's patient population.
5. Each year, the Staff Nurses from the Employer shall select the Staff Nurses to represent the interests of the Nurses on the Patient Classification System Committee and shall communicate the results to the Chief Nursing Officer. The committee will then meet to review the existing system. Such review shall be completed within the sixty (60) days.
6. Within thirty (30) days following completion of the review, the Committee will submit to the Chief Nursing Officer any recommendations it has for modification or adjustments to the Patient Classification System. The Employer will
make its best efforts to implement within thirty (30) days recommendations that are approved by the Chief Nursing Officer. Differences of opinion between CNA and the Employer representatives on the Patient Classification System Committee that cannot be resolved may be referred by either party to the Nursing Practice Review Committee as provided in ARTICLE 11, Section A of the Agreement.

## 7. A Registered Nurse shall directly provide:

a. Ongoing patient assessments as defined in the Business and Professions Code, section 2725(b)(4). Such assessments shall be performed, and the findings documented in the patient's medical record, for each shift, and upon receipt of the patient when he/she is transferred to another patient care area.
b. The planning, supervision, implementation and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the Registered Nurse responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitations of their licensure, certification, level of validated competency, and/or regulation.
c. The assessment, planning, implementation, and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel shall be made by the Registered Nurse responsible for the patient.

## c. Conscious Sedation

1. Consistent with the California Board of Registered Nursing regarding Conscious Sedation approved 9/95 (rev 7/97), Nurses managing the care of patients receiving conscious sedation shall not leave the patient unattended or engage in tasks that would compromise continuous monitoring of the patient by the Registered Nurse.

## d. Nursing Process Standards

1. Both the Association and the Employers recognize that a Registered Nurse is responsible for applying the nursing process as follows:
a. Formulates a nursing diagnosis through observation of the client's physical condition and behavior, and through interpretation of information obtained from the client and others, including the health team.
b. Formulates a care plan, in collaboration with the client, which ensures that direct and indirect nursing care services provide for the client's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
c. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the client and family and teaches the client and family how to care for the client's health needs.
d. Assigns or delegates tasks to other care givers based on the legal scopes of practice of the subordinates and on the preparation and capability needed in the tasks to be assigned or delegated, and provides clinical supervision of those care givers.
e. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to treatment and through communication with the patient and health team member, and modifies the plan as needed.
f. Acts as the patient's advocate, as circumstances require by initiating action to improve health care or to change decisions or activities which are against the interests or wishes of the patient, and by giving the patient the opportunity to make informed decisions about health care before it is provided.

## 4. State Mandated Staffing Ratios

a. The Employers will comply with state mandated staffing ratios. The provisions of said law will be included in this agreement as Appendix "A". This provision and the referenced appendix shall be solely subject to Resolution and Staffing Disputes.

## 5. Use of Charge Nurse

a. The Employer and the Association jointly agree that the role of the Charge Nurse, where it has been assigned by the Employer, is important in the overall delivery of safe, quality patient care. The primary function of the Charge Nurse is to coordinate, direct and delegate the work on his/her unit, working in collaboration with the Nurse Manager(s). The responsibilities of the designated Charge Nurse shall include, but not be limited to the following:

- Making assignment;
- Adjusting assignments as needed and required;
- Working as a liaison with house supervisor, physicians, other departments, other managers, Hospital management, Hospital visitors and guests;
- Serving as a resource to staff on the unit to answer questions.
b. Charge Nurses or relief Charge Nurses shall not routinely be given a patient assignment. If a Charge Nurse or relief Charge Nurse is given a patient care assignment, the Employer shall continue to bring in other Nurses to staff those patients in order to release the Charge Nurse or relief Charge Nurse to her/his regular duties, An RN shall not be forced to assume a Charge Nurse position if he/she does not want to assume such a position.


## 6. Resolution of Staffing Disputes

a. Disputes concerning Patient Needs Staffing and Registered Nurse Responsibilities and Standards of Competent Performance, State Mandated Staffing Ratios, staffing issues arising in the PPC and all other provisions covered by this Article, which are net resolved by the Nursing Practice Review Committee, shall be submitted to a Special Review Panel at each Employer for final resolution, provided such submission is presented in writing within thirty (30) days of the meeting of the Nursing Practice Review Committee under Article 11, at which the committee is unable to reach a recommendation. Notwithstanding the above, disputes concerning (1) membership of the PPC, (2) regular meetings and minutes of the PPC, (3) election of the PPC chairperson, (4) membership on the Patient Classification System Committee and (5) reimbursement for pay for carrying out the duties of the Patient Classification System Committee shall be subject to the Grievance Procedures and Arbitration in Master Article 15.
b. The special Review Panel shall consist of three members, one selected by CNA, one selected by the Chief Nursing Officer or his/her designee and a third selected by the other two panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select an arbitrator from the list of Arbitrators in the Grievance Procedure and Arbitrators Article to serve as chairperson.
c. In reaching a resolution, the Review Panel must take into consideration area standards regarding staffing, state and federal laws, and any other relevant information presented by the parties.
d. If the Special Review Panel is unable to agree on a resolution, the neutral third party may resolve the difference and such a decision shall be final and binding on the parties.
e. Any resolution of the Special Review Panel, including any decision by the neutral third party, must be consistent with state and federal legislation prescribing levels and ratios, and the Special Review Panel, including the neutral third party, shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital which exceeds, or is inconsistent with, the requirements of Title 22 or any other state or federal law. Either CNA or the Employer may seek to vacate any decision of the Review Panel or of the neutral third party, under any basis permitted under state or federal law regulating private arbitration.

The Employers and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes arising under all provisions in this Article, including State Mandated Staffing Ratios and staffing issues arising in the PPC, and specifically, except to the extent either party seeks to vacate a decision under paragraph " D " above, the parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair labor practices under the National Labor Relations Act, arising out of such disputes, except for information requests and Section 8(a)(3) or Section 8(b)(1) charges. This Article shall not be subject to the Grievance Arbitration provisions of the Agreement.

## ARTICLE 12 - WAGES

Unless expressly stated otherwise, for all represented Nurses, the wage increases shall be as follows:

## ARTICLE 13 - DUPLICATE COVERAGE CHANGE

Currently, Associates may cover each other and/or their qualified dependents under each other's medical, dental, and/or vision plans provided by the Employers. Effective January 1, 2010, Associates who both work for the Hospital and are eligible for coverage under each other's medical, dental and/or vision plans, will only be able to cover their eligible dependents (spouse, children, etc.) under one or the other's medical, dental, and/or vision plans. If the associates do not make the change by the end of the open enrollment the employer will make changes as follows: each Associate will be left in the respective plans he or she has elected and all other dependents will be enrolled in the plan(s) of the Associate whose birthday comes first in the calendar year.

## ARTICLE 14 - DISCIPLINE, DISCHARGE AND PERSONNEL FILES

## A. Just Cause

1. After completion of the initial probationary period (See Article 18), the Employers shall have the right to discharge or assess disciplinary action for just cause. The foregoing does not preclude the Employers from placing a Nurse on suspension without pay pending an investigation to determine whether disciplinary action is warranted. If it is determined that disciplinary action in the form of a suspension or discharge is not warranted, the Nurse will be paid for the regularly scheduled hours missed while on investigative suspension. If it is determined by the Employers that a disciplinary suspension is warranted, and the duration of the disciplinary suspension is less than the period of investigative suspension, the Nurse shall be compensated for the difference in wages or benefits. Unless mutually agreed in writing by the Employers and the Union, no Nurse shall be placed on unpaid investigative suspension for a period in excess of seven (7) calendar days excluding Saturday, Sunday and recognized holidays. This seven (7) day period shall be extended if the Nurse does not make herself or himself reasonably available for investigatory interviews that are scheduled by the Employer during that time period and such unpaid status shall continue until such time as the investigatory interviews have been held.
2. A Nurse may request to have an Association representative present at a meeting with the Employer when the Nurse reasonably believes such a meeting may result in disciplinary action. Furthermore, the Employer should advise a Nurse in advance if a requested meeting may result in suspension or discharge of the Nurse.
3. Unless mutually agreed in writing by the Employers and the Union, no discipline may be taken against a Nurse if the Employer fails to take disciplinary action within thirty (30) calendar days excluding Saturday, Sunday and recognized holidays of the date on which the Employer first has knowledge of such the act, omission or occurrence upon which the discipline against the Nurse would otherwise be based. The aforesaid thirty (30) day period shall be extended by the duration of any leave requested and taken by the Nurse during the thirty (30) day period.

## B. Employee Personnel File

1. There shall be one official personnel file for all bargaining unit Registered Nurses. A Nurse may inspect his/her own personnel file at reasonable times upon his/her request. A nurse will be provided, upon request, a single copy of any document in the Nurses' official personnel file.
2. Union Access: With respect to a particular complaint or grievance of a Nurse concerning the interpretation or application of this Agreement, and on the Nurse's written authorization, the Union may inspect at reasonable times relevant material in the Nurse's personnel file upon which the Employer is or will be relying. This provision is not intended to restrict the Union's rights under applicable law to seek and obtain subpoenas for Nurse personnel records in formal proceedings, nor is it intended to restrict the Employer's rights under applicable law to oppose the issuance of such subpoenas. This provision is not intended to restrict the Union's right to information under the National Labor Relations Act necessary to perform its function as exclusive bargaining representative.
3. Removal of Disciplinary Counseling: Disciplinary counseling documents will, upon request by a Nurse, be removed from the Nurse's personnel file after a period of two (2) years. Under applicable federal and state statutes and regulations, including appropriate recordkeeping obligations, the Employer may be required to retain some personnel records, it being understood, however, that such records, consistent with this paragraph, will not be in the Nurse's personnel file and will not be utilized for progressive discipline.

## C. Notice of Discharge or Suspension

1. Notice in writing of discharge or suspension shall be sent to the Association within twenty-four (24) hours of such action excluding holidays and weekends. The seven (7) calendar days (excluding Saturday, Sunday and recognized holidays) providing for filing in STEP TWO of the Grievance Procedure shall commence from the date that the notice to the Association is postmarked and/or time stamped.

## ARTICLE 15 - THE GRIEVANCE PROCEDURE AND ARBITRATION

## A. The Grievance Procedure.

1. The parties shall use the following procedure in an effort to resolve any grievances which may arise during the term of the Agreement. It is the intention of both parties to discuss and resolve disputes informally and attempt to settle them prior to resorting to STEP TWO of the grievance procedure.
2. A Grievance is defined as a dispute arising during the term of this Agreement concerning the interpretation or application of any provision of this Agreement, or a dispute concerning whether or not discipline, including discharge, is for just cause.
3. Time Limits
a. As used in this Article, the term "days" is defined as calendar days excluding Saturday, Sunday and recognized holidays. The date of receipt by either Party of a grievance form or arbitration request will not count toward calculation of the time period set forth in this Article.
b. The time period specified in this Article may be waived or modified at any time, but only by mutual written agreement of the Parties, or by oral agreement with subsequent written/email confirmation signed by both Parties within five (5) days after the oral agreement is reached. Unless waived or modified in accordance with the prior sentence, the time limits contained herein will be strictly construed. No grievance will be arbitrable unless: (a) the initial grievance has been timely filed (i.e. within the time limits described herein) and (b) there has been a written referral to arbitration within the time limits described hereon.
4. STEP ONE: If an RN has a grievance, the RN is encouraged to discuss the matter with the Nurse's Supervisor or, if necessary, with the Nursing Director overseeing the Nurse's.home department or designee. However, if the grievance is not resolved in this manner or if the RN prefers to go directly to STEP TWO, the grievance shall be handled in accordance with the procedure set forth below. If not adjusted or the RN has not received an answer within seven (7) days of the date of the meeting with the Nurse Supervisor or Nursing Director overseeing the Nurse's home department or designee, unless mutually agreed upon, the grievance shall automatically be eligible to go to STEP TWO.
5. STEP TWO: Any grievance between the Association and the Employer or the RN and the Employer shall be reduced to writing and a representative of CNA Staff shall meet with a representative of the Employer, designated by the Employer, who is authorized to receive grievances and adjust such matters.
6. The grievance must contain the following information:
a. The issue, situation or nature of the grievance.
b. The provisions of this Agreement which the RN or CNA assert have been violated.
c. The resolution or remedy sought.
d. An individual grievance must be signed by at least one (1) grievant.
e. Together they shall attempt to resolve the grievance. The parties shall meet within seven (7) days of the date the grievance is received unless mutually agreed otherwise. If no response is received at STEP TWO, the grievance shall be moved to STEP THREE of the Grievance Procedure.

No grievance shall be processed under this ARTICLE unless it has been first presented in this STEP within thirty (30) days of the date when either the Nurse or the Association first had knowledge of the event constituting the grievance (or, in the normal course of events and with reasonable diligence, when either should have knowledge). In the case of a discharge or suspension, no grievance hall be processed under this ARTICLE unless it has been first presented in this STEP within seven (7) days of the discharge or suspension.
7. STEP THREE: If the grievance has not been resolved at STEP TWO, the parties may mutually agree to utilize the services of an agreed upon mediator provided by the Federal Mediation and Conciliation Service (at no cost) to resolve the grievance and to avoid unnecessary use of the arbitration process.
a. A request by either party for mediation must be made within fourteen (14) days of the STEP TWO response;
b. The period for referring the grievance to arbitration may be stayed if both parties agree to do so in writing while the parties consider the mediation request;
c. Neither the Employer nor the Association will be bound by any recommendation of the mediator;
d. Either the Employer or the Association may terminate the mediation process immediately by written notice at any time;
e. The costs of mediation, if any, shall be shared equally by the parties.

## B. Arbitration

1. If the STEP THREE procedure is not used, completed or is terminated by either party, then the grievance may be referred to an impartial Arbitrator for determination. Any such referral shall be submitted in writing within fourteen (14) days after the STEP TWO response is received or within fourteen (14) days after the mediation, whichever is applicable. The impartial Arbitrator shall be chosen by rotation from the following list: Mark Burstein, Michael Prihar, Matthew Goldberg.
2. The arbitrator will be selected by going to the first arbitrator on the list. The arbitrator must be notified of his/her selection by a joint letter signed by both parties. Once the selection letter has been sent, the arbitrator's name goes to the bottom of the list even if the arbitration is never commenced and/or completed. The next arbitration will go to the arbitrator next in order on the list.

The notification letter to the arbitrator must be sent no later than fourteen (14) calendar days from receipt by the non-grieving party of the appeal to arbitration.
3. In the event of a vacancy in the panel of Arbitrators, such vacancy shall be filled by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, he/she shall be selected from a list submitted by the Federal Mediation and Conciliation Service. The parties shall alternately strike one name each from the above list (the first strike being determined by a flip of a coin observed by both a manager and a union representative) and the last name remaining shall be the new Arbitrator on the panel.

## 4. Expedited Arbitration Procedure

a. In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply: The case shall be heard within ten (10) days of the decision to go to arbitration.
b. There shall be no transcript of the proceedings unless the arbitrator in his or her discretion so requires.
c. There shall be no posting-hearing briefs filed unless the Arbitrator so requires.
d. The Arbitrator shall issue a bench decision unless he or she desires additional time, which shall not be longer than ten (10) days following the hearing. Thereafter, at the request of either party, the Arbitrator shall provide a brief opinion setting forth the factual and legal basis for his or her decision.
5. Extension: The time limits above may be extended by mutual agreement of the parties.
6. Arbitrator's Decision: The Arbitrator shall render his/her decision within thirty (30) days after the matter has been submitted to him/her unless the parties, by mutual agreement, extend such time limit.
7. Scope of Arbitrator's Power: The Arbitrator's authority will be limited to interpreting the provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, or to change this Agreement in any way. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence but shall not be used so as to justify, or result in what is in effect a modification (whether in addition or subtraction) of the written terms of this Agreement.
8. Final and Binding Decision: The decision of the impartial Arbitrator shall be final and binding upon the parties.
9. Expenses of the Arbitrator: Expenses of any arbitration will be shared equally by the Employer and the Association. However, each party shall bear its own expenses of representation and witnesses.

## ARTICLE 16 - POSTING AND FILLING OF VACANCIES

## 1. Posting

Registered Nurse positions under this Agreement which are permanently vacated or newly created by the Employers shall be posted in or near the following locations: Human Resources and the cafeteria. In addition, the vacant or newly created positions shall be posted on the Employer's electronic job posting system.

## 2. Special Notification to Absent Nurses

For Nurses on vacation or leave of absence who requested such in writing, notices of vacancies shall be sent to an address indicated by the Nurse. If the Nurse is on leave of absence in excess of thirty (30) calendar days and is granted the position, the Nurse must be available to return to work within at least fifteen (15) calendar days from the date of posting of the position if required by the Employers.

## 3. Preference in Filling Vacancies

Regular Full-Time, Regular Part-Time, and Per Diem Nurses employed by the Employer may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis by employment status (i.e., Regular Nurses in seniority order followed by Per Diem Nurses in seniority order) provided: (a) the Nurse is qualified to fill the vacant position; and (b) approval of the application will not adversely affect patient care.

## 4. Other Sources

If the position is not filled by an internal applicant within seven (7) days of its posting, the Employer may fill the position from any source.

## 5. Filling of Temporary Vacancies

a. The above does not prevent an Employer from filling a vacancy on a temporary basis for a temporary period up to a maximum of ninety ( 90 ) calendar days unless such temporary vacancy is created due to a Nurse's leave of absence that is anticipated to last longer than ninety ( 90 ) calendar days, in which case the temporary position may be posted for the anticipated length of the leave of absence. The time period of the temporary position may be extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.
b. An Employer may fill any regular posted position on a temporary basis with a per diem Nurse or a part-time Nurse desiring extra hours. Registered Nurse who work on the unit where the vacancy exists shall be given preference to fill such vacancies by seniority over nurses outside the unit. Bids to fill the position on a regular basis as posted shall have priority over a bid to fill the position on a temporary basis.

## 6. Limits on Applications

A Nurse who applies for and is awarded a posted position may not apply for another vacancy before six (6) months unless there is a mutual agreement among that Employer, the Nurse, and the Association. If no other Nurses apply for such later vacancy within the initial seven (7) day posting period, the consent of the Association is not heeded for such Nurse to apply for and fill the later vacancy within the six (6) month period.
7. Hiring of Nurses from another Verity Hospital
a. A RN candidate from another Employer covered by this Agreement shall be given preference over external applicants not employed by a Verity hospital, provided the candidate is qualified to fill the position and meets performance standards.
b. Nurses hired by an Employer who were employed at another Verity hospital in a position covered by this Agreement shall have his or her seniority with the previous Verity hospital recognized for all purposes for which seniority is recognized under this Agreement, including but not limited to placement on the appropriate step of the wage scale applicable to the hiring Employer, assuming the Nurse had no break in service between the Employers, as defined in the Seniority Article of this Agreement. Nurses hired by an Employer who were employed by another Verity hospital in a position not covered by this Agreement shall have his or her seniority recognized pursuant to the hiring Employer's policies.

## ARTICLE 17 - MEDICAL BENEFITS

The Employers will not modify the terms of the medical plans in effect as of the effective date of this Agreement through December 31, 2016.

With respect to benefit eligible Staff Nurses who elect the PPO/Buy-Up plan only, the Employers will contribute the same dollar amount (equal to the Employer's contributions for EPO coverage) towards the cost of the $\mathrm{PPO} / \mathrm{Buy}-\mathrm{Up}$ plan and the Staff Nurse will contribute the difference through payroll deductions.


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## ARTICLE 18 - SENIORITY, CANCELLATION, LAYOFF AND RECALL

## A. Seniority

1. Current Registered Nurses: Registered Nurses hired into a bargaining unit position or who transferred into a bargaining unit position prior to the ratification of this Agreement shall maintain all prior accrued seniority including any previously received credit for prior employment in a non-bargaining-unit position or previously received credit for work as a Per Diem Registered Nurse.
2. Newly Hired Registered Nurses: For Registered Nurses hired by an Employer, or who transfer into a bargaining unit position following the ratification of this Agreement, seniority is determined by the Registered Nurse's most recent date of hire or transfer into a bargaining unit position or date of transfer from a non-bargaining unit position into a bargaining unit position.
3. After the probationary period of ninety (90) calendar days of employment, accumulated length of service will be broken by voluntary resignation, twelve (12) consecutive months of employment outside the bargaining unit, dismissal for just cause, twelve (12) consecutive months of layoff, failure to return to work at the end of an authorized leave of absence, failure to respond to a notice of recall within seven (7) days from the date of a written receipt of notice of recall, failure to report for work from layoff within fourteen (14) days of accepting a position, or three (3) consecutive months of unavailability as a Per Diem Nurse.
4. In cases where seniority is broken, the Nurse shall, upon re-employment or transfer back into the bargaining unit, be considered a new employee for seniority purposes, except that, if the Nurse is re-employed within six (6) months of a voluntary resignation, seniority accrued prior to the Nurse's voluntary resignation shall be credited to the Nurse upon re-employment.
5. Effective upon ratification of this Agreement, Per Diem Nurses will accumulate one (1) month of seniority for each two (2) full months of employment. Such accrual is on a goingforward basis only except at those facilities where Per Diem nurses accrued seniority under previous agreements.
6. Such seniority for Per Diem Nurses may only be utilized for layoff purposes if the Nurse is willing to accept available Regular positions.
7. No later than ninety (90) days after the ratification of this Agreement, and once a year thereafter if requested by the Association, each Employer shall provide the Association with a current seniority list. After submission, the list will be made available on each nursing unit, as well as in Nursing Administration and the Human Resources Department. Such list may be alphabetical, by Nursing Unit, or other format selected by the Employer at issue. Any inaccuracy in a Nurse's seniority is to be brought to the Employer's attention within sixty (60) calendar days after submission of the list. Thereafter, the seniority shown for Nurses shall be deemed accurate, as of the date of the list's preparation, for all purposes under this Agreement.

## B. Indefinite Reduction in Force

1. In the event of a potential indefinite layoff, the Employer implementing the layoff will give at least thirty (30) calendar days advance notice to the Association.
2. Prior to implementing an indefinite layoff on any Unit, the Employer at issue shall discontinue the use of registry in the affected units(s), unless Regular or Per Diem Nurses are not available. Next, the Employer at issue will solicit volunteers on affected units who wish to be laid off. Any volunteers will have full recall rights as outlined in Section D or will have the option to sever employment as provided in Section E.
3. In the event of an indefinite reduction in force, on the request of the Association or the Employer at issue, the parties shall investigate the feasibility of a work-share arrangement among the Nurses, and may, by mutual agreement, institute such work-share agreement.
4. Indefinite layoffs, including position elimination, shall be conducted by the affected unit and shift, or in the affected positions, in reverse order of seniority, provided that, in the judgment of the Employer at issue, the clinical competency and ability of affected Nurses are equal.
5. Layoffs shall affect the Nurses in the various personnel categories in the following order (recall is in the reverse order):
a. Temporary
b. Probationary
c. Per Diem
d. Regular Nurses (Full Time or Part Time)
6. The layoff at each Employer shall continue successively within each category in the order of the least senior to the most senior until the needed reduction is achieved.
7. A Nurse whose position is eliminated in a reduction in force shall be provided with a list of available vacant positions to include the shift and scheduled hours within the Nurse's unit, cluster, as well as those positions in the Employer and he/she may exercise seniority in the following manner:
a. Any vacancy within the Nurse's area of specialty/cluster (as defined in Appendix D) for which the Nurse is competent and has the requisite seniority. If a Nurse is qualified for a vacancy but turns it down, she/he loses all recall and layoff rights.
b. If no such vacancy exists or the Nurse so elects, the affected Nurse will be offered the position of a less senior Nurse in his/her area of specialty. No new part-time Regular positions will be created without the consent of the Employer.
c. If no such positions exist as outlined in "b" above, the affected Nurse will be offered the position of a less senior Nurse within the Employer. No new part-time Regular positions will be created without the consent of the Employer.
8. A Nurse who has taken a position as outlined in $\mathrm{a}, \mathrm{b}$, or c above will be expected to competently perform the duties of the position after a reasonable orientation equal to that afforded to a newly hired Nurse in the same position.
9. Before a Nurse is offered vacancies or bumping opportunities, the Nurse will be provided a description of the available vacancies or positions held by less senior Nurses for which the Nurse is competent and qualified to fill, that includes the unit, shift, and scheduled hours.
10. Regular Nurses who lose benefits as a result of an indefinite layoff will be given preference for available work within their home unit over Per Diem Nurses and will be given preference over Per Diem Nurses when bidding for posted positions at their Employer for which they are competent and qualified for a period of up to one (1) year after layoff.
11. A Nurse whose position is eliminated may elect to change to Per Diem status.

## C. Recall

1. All postings covered by this Agreement that are permanently vacated or newly created shall first be filled according to Article 16 Posting and Filling of Vacancies of this Agreement.
2. Newly created or permanently vacated positions not filled according to Article 18.C.1. above shall be made available to Nurses on the recall list for the Employer at issue. These positions shall be offered to Nurses in order of seniority provided they are willing to accept hours, shifts, assignments, etc.
3. Laid-off Nurses shall remain on the recall list for one (1) year.
4. Nurses who are recalled to work must report no later than fourteen (14) days after accepting the job.
5. Nurses on "leave of absence" whose positions are affected will have recall rights.
6. A Nurse who accepts a temporary position will remain on the recall list while in the temporary position.
7. Failure to report address or telephone changes in writing to Human Resources at the Employer at issue will result in a loss of a Nurse's recall rights.
D. Severance [SEE LOCAL AGREEMENT]

## ARTICLE 19 - HEALTH AND SAFETY

## A. GENERAL PRINCIPLES

The Employers agree to provide a safe and healthy work environment for Registered Staff Nurses and further agrees to comply with all applicable local, state and federal health and safety laws and regulations. Staff Nurses may raise health and safety concerns to the Professional Practice Committee.

## B. SAFE PATIENT HANDLING

1. The Employers shall maintain a safe patient handling program for all patient care units at all times.
2. The Employers shall provide education and training in safe patient handling to Nurses that includes, but is not limited to, the following: the appropriate use of lifting devices and equipment to handle patients safely and the five areas of body exposure: vertical, lateral, bariatric, repositioning, and ambulation.
3. Reasonable efforts will be made to eliminate the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling patients. Appropriately trained and designated staff is to be available to assist with patient handling.
4. Consistent with applicable law and regulations, the Employers shall maintain a lift program appropriate for the specific patient and consistent with the employer's safety policies.
5. At an RN's request, the Employers shall provide an ergonomic evaluation of the work environment, including the RN's work space and equipment. Prior to any physical changes in the work environment, an ergonomic evaluation shall be done. Results of the ergonomic evaluation shall be reviewed and implemented in accordance with existing safety policies.
6. Staff Nurses who refuse to perform lifting assignments that the Staff Nurse in good faith and reasonably believes present an abnormal risk of immediate serious harm to the Staff Nurse or the patient, shall not be subject to disciplinary action due to that refusal, consistent with the standards provided by applicable law.

## C. COMMUNICABLE DISEASES

1. General
a. The Employers shall provide information and/or training to Staff Nurses on communicable diseases to which the Staff Nurse may have workplace exposure. Information and/or training shall include the symptoms, modes of transmission, methods of protection, workplace infection control procedures, special precautions, and recommendations for immunizations where applicable.
b. Staff Nurses shall be provided appropriate protective equipment and/or attire whenever the work conditions warrant such protection and such equipment or attire is available. The Employer and the Association will work together to ensure that Staff Nurses utilize appropriate protective equipment and secure recommended immunizations. The Employer will comply with the guidelines of the Centers for Disease Control and state, local, and county health guidelines, as may be applicable. The guidelines referenced above are fluid and change based upon the evolving information available to the healthcare community.
c. Each Employer through the Infection Control Committee and any appropriate (sub) committees, is response for monitoring and implementing communicable disease guidelines, including any communicable disease/pandemics that may be declared by any governmental authority.
d. Two (2) Registered Staff Nurses chosen by CNA with direct patient contact will participate in the appropriate committee or (sub) committee deliberations.
e. Time spent by association representatives in committee meetings shall be treated as straight time pay, but shall not constitute hours worked for the purpose of calculating overtime.
f. The PPC can make recommendations to the Infection Control Committee or (sub) committee as it deems appropriate.

## 2. Medical Services

The Employers shall provide an appropriate medical evaluation at no cost to an RN who believes she/he may have been exposed to an Infectious Disease at the hospital. The appropriate medical evaluation process shall maintain medical confidentiality. The employer shall provide all vaccinations, prophylaxis, and medical surveillance recommended by the CDC, the state health department, the local health officer, or other government agency.
a. Any ongoing medical evaluation based upon exposure to an Infectious Disease at the hospital may include but is not limited to: Initial medical evaluation to be provided prior to first entrance into a restricted area or area of potential exposure.
b. Surveillance for signs and symptoms of infection. RNs exhibiting signs or symptoms of infection including fever and RNs requesting referral shall be referred immediately for follow-up evaluation.
c. Surveillance for signs and symptoms of over-exposures to hazardous substances used for disinfection and decontamination as appropriate for substances present in the work operation. RNs exhibiting these signs or symptoms shall be referred immediately for follow-up evaluation, and the Employers shall further investigate the source of the potential over-exposure and take corrective measures, as needed.
d. Treatment deemed medically necessary to support recovery.

## 3. Sick Time

RNs who are required to miss scheduled shifts as a result of exposure to an Infectious Disease while at work shall be placed on administrative leave without loss of pay, PTO or sick time and shall not be penalized or disciplined in any way. If the Staff Nurse qualifies for workers compensation and/or state disability, the Employers will only supplement to make up for the difference between these payments and the Staff Nurse's regular pay. Such paid administrative leave will last no more than one year unless mutually agreed otherwise.

## D. WORKPLACE VIOLENCE

Each Employer shall take reasonable steps within its control to protect Staff Nurses from assault, verbal abuse or physical harm on hospital premises and have the following:
a. At each Staff Nurse's request, an ID badge will be created that does not identify the Staff Nurse's last name unless required for accreditation or by law.
b. If Staff Nurse licenses or certifications are on display, and personal information, including, but not limited to, a Staff Nurse's address, is visible on such licenses, the information will be redacted or blacked out where permitted by law upon request.
c. Provide for the disposition of weaponry discovered at patient admission or any time during the patient's hospital stay.
d. Consistent with the standards imposed by applicable law, make available to all RNs training that will include how to prevent and safely handle aggressive behavior.
e. Maintain a security response program that can be available to assist a Staff Nurse in situations that involve violence or potential violence. Such program(s) shall consist of identified responders, including representatives from security, and may include representatives from operations, and nursing as determined by the Hospital and as appropriate for the situation.
f. A policy for reporting injuries or illness caused by workplace violence.
g. With respect to complaints of workplace violence regarding the Hospital's medical staff, complaints should be filed on a form designated by the hospital. If a complaint is referred for further investigation (e.g., to the Medical Staff Office), the Staff Nurse's Department Director will inform the Staff Nurse of this referral. The union recognizes that no further information will be shared, and specifically acknowledges that this agreement does not provide the Union access to or information regarding this investigatory process due to statutory privileges under law.
h. No Staff Nurse shall be disciplined for taking reasonable steps to protect himself/herself from assault or physical harm on Hospital premises, including but not limited to, making good faith reports of events to local police or other governmental authorities.
2. Any disputes under this Section (Workplace Violence), including but not limited to a dispute over an Employers' compliance with the Article, shall be subjected to the grievance provisions of this Agreement but shall not be arbitrable.

## E. PHYSICAL EXAMINATION

1. Before employment, each Nurse shall be given without charge a physical examination by a licensed provider.
2. An annual physical examination shall be provided by the Employers at the option of the Staff Nurse. Such examination shall be conducted during the Staff Nurse's non-working hours. The examining licensed provider may utilize diagnostic tests as deemed appropriate. Certification that the Staff Nurse is free of communicable disease and physically able to perform work assigned will be provided in conjunction with this examination.

## ARTICLE 20 - PATIENT CARE ADVISORY COUNCIL

The parties agree that Registered Nurses are the frontline providers of patient care, and the repository of a wealth of experience and expertise regarding excellence in the delivery of nursing care. Therefore, St. Vincent Medical Center, Seton Medical Center, Saint Louise Regional Hospital, $\theta^{\prime}$ Commer Hospital and the Association agree to participate in a system-wide Patient Care Advocacy Council (the "Council") to conduct semi-annual meetings between RN representatives (as designated by the Association but not to exceed two (2) RNs per facility) and two representatives of management of each facility to discuss solution-driven mechanisms for accomplishing the following:

1. Constructively advancing the safe and therapeutic delivery of healthcare across VHS facilities through continuously monitoring patient outcomes, safety awareness, and safe patient handling, additional education and training concerning patient mobility and patient handling needs, awareness and utilization of existing equipment, whether additional equipment is needed, and if so, what type(s) of equipment, continued recognition of clinical assessment and professional judgment by RNs concerning safe patient handling, and other reasonable measures to promote RN safety and safe patient handling.
2. Advancing the practice of nursing to provide safe and high quality patient care and improve patient satisfaction.
3. Enhancing retention and recruitment of skilled RNs.
4. Ensuring a safe and healthy work environment through discussion of the Employers' programs regarding safe patient handling, communicable diseases, workplace violence, and other health and safety programs.
5. Strengthening professional education initiatives, including RN precepting and mentoring.

At least two (2) weeks prior to each meeting of the Council, the parties will exchange lists of topics they wish to address related to 1 through 4 above. All such topics will be on the agenda in the absence of agreement otherwise. The parties agree that the Council shall not be used for collective bargaining nor shall it be dispute resolution forum. While topics may be presented which had previously been discussed by the PPC, the Council shall not be an appeal forum for the PPC.

Designated RN representatives to the Council shall be eligible to be released, patient care and staffing needs permitting, and if released, shall be considered off the schedule. Such RN representatives shall be compensated by the Employer at the RN's straight time rate for scheduled work time missed because of their attendance at Council meetings. Such time shall not be considered time worked and shall not be included in the calculation of overtime. Designated RN representatives attending Council meetings shall suffer no loss of benefits as a result of attendance at Council meetings, including accrual of vacation/sick leave, PTO/ESL, seniority, and any other coverage for which the RN is eligible. Travel expenses for RN representatives on the Council who attend such meetings shall be borne by the Association.

## ARTICLE 21 - RETIREMENT PROGRAM

1. Section A - Retirement Plan for Hospital Employees ("RPHE") and Verity Health System Retirement Plan
a. Effective January 1, 2017, (the "Pension Change Date"), the Employers shall cease benefit accruals under the benefit formula and structures in effect prior to the Pension Change Date for all Staff Nurses under the Retirement Plan for Hospital Employees and the Verity Health System Retirement Plan (formerly known as the Daughters of Charity Health System) (collectively, the "DB Pension Plans"). A Staff Nurse's benefits under the DB Pension Plans with respect to service prior to the Pension Change Date shall be based on the Staff Nurse's credited service and earnings as of the Pension Change Date, and shall be no less than the Staff Nurse's benefits under the DB Pension Plans as of the Pension Change Date.

c.
d. Except as noted above, the terms and conditions of the DB Pension Plans shall apply to the Staff Nurses participating in each of the DB Pension Plans.
e. The Staff Nurse's cash balance benefits earned after the Pension Change Date will be expressed as a lump sum dollar amount or account balance, and may be taken upon retirement as either a lump sum dollar amount or in the form of an annuity. A Staff Nurse's total benefits under the DB Pension Plans upon retirement would include benefits accrued prior to the Pension Change Date and any cash balance benefits earned after the Pension Change Date.
f. Staff Nurses who are not vested under the DB Pension Plans as of the Pension Change Date may continue to accrue years of vesting service following the Pension Change Date in accordance with the terms and provisions of the DB Pension Plans.
g. The Employers will fund, administer and operate the Verity Health System Retirement Plan in accordance with its terms and in compliance with applicable funding rules under the Employee Retirement Income Security Act of 1974 ("ERISA").
2. Section B - TSA/403(b) Plan and Elimination of Future Match Benefit.
a. The Employers shall continue a payroll deduction plan under which eligible Nurses may make voluntary pre-tax contributions to the Verity Health System Supplemental Retirement Plan (TSA) (the 403(b) Plan").'
b. Effective as of the Pension Change Date, the Employers will cease to match future Nurse contributions made to the Employer sponsored 403(b) Plan. For the avoidance of doubt, effective as of the first full pay period following the Pension Change Date, the Employers shall not provide any future matching contribution to Nurses under the Verity Health System Supplemental Retirement Plan (401(a)) (the "Match Plan").
c. Nurses who are not currently fully vested under the Match Plan as of the Pension Change Date will continue to accrue years of vesting service following the Pension Change Date in accordance with the terms and provisions of the Match Plan.

## APPENDIX A - STATE MANDATED STAFFING RATIOS

## 70217. Nursing Service Staff.

(a) Hospitals shall provide staffing by licensed nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a registered nurse, licensed vocational nurse and, in psychiatric units only, a licensed psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No Hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area, and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the Hospital shall contain the Hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse, or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors. Nurse Managers and Charge Nurses who have demonstrated current competence to the Hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where registered nurses are required pursuant to the patient classification system or this section. Only registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one registered nurse to two or fewer infants. In the Emergency Department, only registered nurses shall be assigned to triage patients and only registered nurses shall be assigned to critical trauma patients.

Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. "Critical care unit" means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute
respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 registered nurse: 2 or fewer patients at all times.

The surgical service operating room shall have at least one registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.

The licensed nurse-to-patient ratio in a labor and delivery suite of the perinatal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for antepartum patients who are not in active labor, the licensed nurse-to-patient ratio shall be $1: 4$ or fewer at all times.

The licensed nurse-to-patient ratio in a postpartum area of the perinatal service shall be $1: 4$ mother-baby couplets or fewer at all times. In the event of multiple births, the total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse's assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.

The licensed nurse-to-patient ratio in a combined Labor/Delivery/Postpartum area of the perinatal service shall be $1: 3$ or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurseto $\neg$ patient ratio for nurses caring for women in active labor only, antepartum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.

The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.
The licensed nurse-to-patient ratio in a post anesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.

In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a registered nurse assigned to triage patients. The registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the registered nurse may assist by performing other nursing tasks. The registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a "base hospital," as defined in Section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a registered nurse, that registered nurse may assist by
performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The registered nurse assigned as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service area within the hospital.

Only registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum registered nurse-to-critical trauma patient ratio of $1: 1$ shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that: (1) require life saving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

The licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A "step down unit" is defined as a unit which is organized, operated, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support, but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. "Artificial life support" is defined as a system that uses medical technology to aid, support, or replace a vital function of the body that has been seriously damaged. "Technical support" is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.

The licensed nurse-to-patient ratio in a telemetry unit shall be 1:4 or fewer at all times. "Telemetry unit" is defined as a unit organized, operated, and maintained to provide care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. "Telemetry unit" as defined in these regulations does not include fetal monitoring nor fetal surveillance.

The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.

The licensed nurse-to-patient ratio in a specialty care unit shall be $1: 4$ or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).

The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, "licensed nurses" also includes licensed psychiatric technicians in addition to licensed vocational nurses and registered nurses. Licensed vocational nurses, licensed psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.

Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.
(b) The Hospital shall implement a patient classification system as defined in section 70053.2 above for determining nursing care needs of individual patients that reflects the assessment, made by a registered nurse as specified in subsection 70215(a)(1), of patient requirements and provides for shift-by-shift staffing based on those requirements. The ratios specified in subsection (a) shall constitute the minimum number of registered nurses, licensed vocational nurses, and in the case of psychiatric units, licensed psychiatric technicians, who shall be assigned to direct patient care. Additional staff in excess of these prescribed ratios, including non-licensed staff, shall be assigned in accordance with the Hospitals documented patient classification system for determining nursing care requirements, considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. The system developed by the hospital shall include, but not be limited to, the following elements:

Individual patient care requirements.
The patient care delivery system.
Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the Hospital's patient population.
(c) A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel. In no case shall the staffing level for licensed nurses fall below the requirements of subsection (a). The plan shall include the following:

Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.

The actual staff and staff mix provided, documented on a day-to-day, shift-to-shift basis.
The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.
(d) In addition to the documentation required in subsections (c)(1) through (3) above, the Hospital shall keep a record of the actual registered nurse, licensed vocational nurse, and licensed
psychiatric technician assignments to individual patients by licensure category, documented on a day-to-day, shift-by-shift basis. The Hospital shall retain:

The staffing plan required in subsections (c)(1) through (3) for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process.

The record of the actual registered nurse, licensed vocational nurse, and licensed psychiatric technician assignments by licensure category for a minimum of one year.
(e) The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.
(f) At least half of the members of the review committee shall be registered nurses who provide direct patient care.
(g) If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.
(h) Hospitals shall develop and document a process by which all interested staff may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.
(i) The administrator of nursing services shall not be designated to serve as a charge nurse or to have direct patient care responsibility, except as described in subsection (A) above.
(j) Registered nursing personnel shall:

Assist the administrator of nursing service so that supervision of nursing care occurs on a 24 hour basis.

Provide direct patient care.
Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.
(k) Each patient care unit shall have a registered nurse assigned, present and responsible for the patient care in the unit on each shift.
(1) A rural General Acute Care Hospital as defined in Health and Safety Code Section 1250(a), may apply for and be granted program flexibility for the requirements of subsection 70217(i) and for the personnel requirements of subsection J1 above.
(m) Unlicensed personnel may be utilized as needed to assist with simple nursing procedures, subject to the requirements of competency validation. Hospital policies and procedures shall describe the responsibility of unlicensed personnel and limit their duties to tasks that do not require licensure as a registered or vocational nurse.
(n) Nursing personnel from temporary nursing agencies shall not be responsible for a patient care unit without having demonstrated clinical and supervisory competence as defined by the Hospital's standards of staff performance pursuant to the requirements of subsection 70213(c) above.
(o) Hospitals which utilize temporary nursing agencies shall have and adhere to a written procedure to orient and evaluate personnel from these sources. Such procedures shall require that personnel from temporary nursing agencies be evaluated as often, or more often, than staffemployed directly by the Hospital.
(p) All registered and licensed vocational nurses utilized in the Hospital shall have current licenses. A method to document current licensure shall be established.
(q) The Hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on a unit, the Hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care.

## 70225. Surgical Service Staff

A physician shall have overall responsibility for the surgical service. This physician shall be certified or eligible for certification in surgery by the American Board of Surgery. If such a surgeon is not available, a physician, with additional training and experience in surgery shall be responsible for the service.

One or more surgical teams consisting of physicians, registered nurses, and other personnel shall be available at all times.

A registered nurse with training and experience in operating room techniques shall be responsible for the nursing care and nursing management of operating room service.

There shall be sufficient nursing personnel so that one person is not serving as a circulating assistant for more than one operating room.

There shall be evidence of continuing education and training programs for the nursing staff.

## Title 22. Section 70455 Comprehensive Emergency Medical Service Staff

A full-time physician trained and experienced in emergency medical service shall have overall responsibility for the service. The physician or his/her designee shall be responsible for:

Implementation of established policies and procedures.
Providing continuous staffing with physicians trained and experienced in emergency medical service. Such physicians shall be assigned to and be located in the emergency service area 24 hours a day.

Providing experienced physicians in specialty categories to be available in-house 24 hours a day. Such specialties include but are not limited to medicine, surgery, anesthesiology, orthopedics, neurosurgery, pediatrics, and obstetrics-gynecology.

The most senior resident in any of the specialties may be considered an experienced physician.

Maintenance of a roster of specialty physicians immediately available for consultation and/or assistance.

Assurance of continuing education for all emergency service staff including physicians, nurses, and other personnel.

All physicians, dentists, and podiatrists providing services in the emergency room shall be members of the organized medical staff.

A registered nurse qualified by education and/or training shall be responsible for nursing care within the service.

All registered nurses shall have training and experience in emergency lifesaving and life support procedures.

A registered nurse trained and experienced in emergency nursing care shall be on duty at all times.

There shall be sufficient licensed nurses and other skilled personnel on duty as required to support the services.

## APPENDIX B

## California Code of Regulations

Title 8, Section 3342
8 CCR § 3342
§ 3342. Violence Prevention in Health Care.
(a) Scope and Application.
(1) Scope. This section applies to work in the following health care facilities, service categories, and operations:
(A) Health facilities, as defined below;
(B) Home health care and home-based hospice;
(C) Emergency medical services and medical transport, including these services when provided by firefighters and other emergency responders;
(D) Drug treatment programs;
(E) Outpatient medical services to the incarcerated in correctional and detention settings.
(2) Application.
(A) Employers with employees in operations identified in subsections (a)(1)(A) through (a)(1)(E) shall comply with subsections (c), (d), (e), (f), and (h).
(B) General acute care hospitals, acute psychiatric hospitals, and special hospitals shall also comply with subsection (g).
(3) The employer shall provide all safeguards required by this section, including provision of personal protective equipment, training, and medical services, at no cost to the employee, at a reasonable time and place for the employee, and during the employee's paid time.
(4) Implementation. Employers with employees in operations identified in subsections (a)(1)(A) through (a)(1)(E) shall implement subsections (d), and (h) by April 1, 2017. General acute care hospitals, acute psychiatric hospitals, and special hospitals shall also implement subsection (g) by April 1, 2017. Employers with employees in operations identified in subsections $(a)(1)(A)$ through $(a)(1)(E)$ shall implement the requirements of subsections (c), (e), and (f) by April 1, 2018.

EXCEPTION: 1: This section does not apply to the following facilities operated by the California Department of Developmental Services (DDS) and scheduled to close by the end of 2021: (1)

Porterville Developmental Center General Treatment Area; (2) Fairview Developmental Center; and (3) Sonoma Developmental Center. These facilities shall still comply with Section 3203 during the closure process. Any DDS facility or portion of a DDS facility that is not closed by the end of 2021 or is not planned to be closed by the end of 2021 must comply with this section.

EXCEPTION: 2: This section shall not apply to facilities operated by the California Department of Corrections and Rehabilitation. These facilities shall still comply with Section 3203.

## (b) Definitions.

"Acute psychiatric hospital" (APH) means a hospital, licensed by the California Department of Public Health as such meeting the definition provided in Health and Safety Code Section 1250(b) or California Code of Regulations, Title 22, Section 71005; and all services within the hospital's license.
"Alarm" means a mechanical, electrical or electronic device that does not rely upon an employee's vocalization in order to alert others.
"Chief" means the Chief of the Division of Occupational Safety and Health of the Department of Industrial Relations, or his or her designated representative.
"Dangerous weapon" means an instrument capable of inflicting death or serious bodily injury.
"Division" means the Division of Occupational Safety and Health of the Department of Industrial Relations.
"Emergency" means unanticipated circumstances that can be life-threatening or pose a risk of significant injuries to the patient, staff or public, requiring immediate action.
"Emergency medical services" means medical care provided pursuant to Title 22, Division 9, by employees who are certified EMT-1, certified EMT-II, or licensed paramedic personnel to the sick and injured at the scene of an emergency, during transport, or during inter-facility transfer.
"Engineering controls" means an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard. For purposes of reducing workplace violence hazards, engineering controls include, as applicable, but are not limited to: electronic access controls to employee occupied areas; weapon detectors (installed or handheld); enclosed workstations with shatter-resistant glass; deep service counters; separate rooms or areas for high risk patients; locks on doors; furniture affixed to the floor; opaque glass in patient rooms (protects privacy, but allows the health care provider to see where the patient is before entering the room); closed-circuit television monitoring and video recording; sight-aids; and personal alarm devices.
"Environmental risk factors" means factors in the facility or area in which health care services or operations are conducted that may contribute to the likelihood or severity of a workplace violence incident. Environmental risk factors include risk factors associated with the specific task being performed, such as the collection of money.


#### Abstract

"General acute care hospital" (GACH) means a hospital, licensed by the California Department of Public Health as such meeting the definition provided in Health and Safety Code Section 1250(a) or California Code of Regulations, Title 22, Section 70005, and all services within the hospital's license. "Health facility" means any facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, or treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer. (Ref: Health and Safety Code Section 1250). For the purposes of this section, a health facility includes hospital based outpatient clinics (HBOCs) and other operations located at a health facility, and all off-site operations included within the license of the health facility. The term "health facility" includes facilities with the following bed classifications, as established by the California Department of Public Health:


(1) General acute care hospital
(2) Acute psychiatric hospital
(3) Skilled nursing facility
(4) Intermediate care facility
(5) Intermediate care facility/developmentally disabled habilitative
(6) Special hospital
(7) Intermediate care facility/developmentally disabled
(8) Intermediate care facility/developmentally disabled-nursing
(9) Congregate living health facility
(10) Correctional treatment center
(11) Nursing facility
(12) Intermediate care facility/developmentally disabled-continuous nursing (ICF/DD-CN)
(13) Hospice facility
"Patient classification system" means a method for establishing staffing requirements by unit, patient, and shift based on the assessment of individual patients by the registered nurse as specified in Title 22, Sections 70053.2 and 70217, for General Acute Care Hospitals.
"Patient contact" means providing a patient with treatment, observation, comfort, direct assistance, bedside evaluations, office evaluations, and any other action that involves or allows direct physical contact with the patient.

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{00012210; 1}Page 49 of 54
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"Patient specific risk factors" means factors specific to a patient that may increase the likelihood or severity of a workplace violence incident, such as use of drugs or alcohol, psychiatric condition or diagnosis associated with increased risk of violence, any condition or disease process that would cause confusion and/or disorientation, or history of violence.
"Threat of violence" means a statement or conduct that causes a person to fear for his or her safety because there is a reasonable possibility the person might be physically injured, and that serves no legitimate purpose.
"Work practice controls" means procedures, rules and staffing which are used to effectively reduce workplace violence hazards. Work practice controls include, as applicable, but are not limited to: appropriate staffing levels; provision of dedicated safety personnel (i.e. security guards); employee training on workplace violence prevention methods; and employee training on procedures to follow in the event of a workplace violence incident.
"Workplace violence" means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
(A) The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;
(B) An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury;
(C) Four workplace violence types:

1. "Type 1 violence" means workplace violence committed by a person who has no legitimate business at the work site, and includes violent acts by anyone who enters the workplace with the intent to commit a crime.
2. "Type 2 violence" means workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors or other individuals accompanying a patient.
3. "Type 3 violence" means workplace violence against an employee by a present or former employee, supervisor, or manager.
4. "Type 4 violence" means workplace violence committed in the workplace by someone who does not work there, but has or is known to have had a personal relationship with an employee.
(c) Workplace Violence Prevention Plan. As part of the Injury and Illness Prevention Program (IIPP) required by Section 3203, the employer shall establish, implement and maintain an effective workplace violence prevention plan (Plan) that is in effect at all times in every unit, service, and operation. The Plan shall be in writing, shall be specific to the hazards and corrective measures for
the unit, service, or operation, and shall be available to employees at all times. The written Plan may be incorporated into the written IIPP or maintained as a separate document, and shall include all of the following elements:
(1) Names or job titles of the persons responsible for implementing the Plan.
(2) Effective procedures to obtain the active involvement of employees and their representatives in developing, implementing, and reviewing the Plan, including their participation in identifying, evaluating, and correcting workplace violence hazards, designing and implementing training, and reporting and investigating workplace violence incidents.
(3) Methods the employer will use to coordinate implementation of the Plan with other employers whose employees work in the same health care facility, service, or operation, to ensure that those employers and employees understand their respective roles as provided in the Plan. These methods shall ensure that all employees are provided the training required by subsection ( f ) and shall ensure that workplace violence incidents involving any employee are reported, investigated, and recorded.
(4) Effective procedures for obtaining assistance from the appropriate law enforcement agency during all work shifts. The procedure may establish a central coordination procedure. This shall also include a policy statement prohibiting the employer from disallowing an employee from, or taking punitive or retaliatory action against an employee for, seeking assistance and intervention from local emergency services or law enforcement when a violent incident occurs.
(5) Effective procedures for the employer to accept and respond to reports of workplace violence, including Type 3 violence, and to prohibit retaliation against an employee who makes such a report.
(6) Procedures to ensure that supervisory and non-supervisory employees comply with the Plan in accordance with Section 3203(a)(2).
(7) Procedures to communicate with employees regarding workplace violence matters, including:
(A) How employees will document and communicate to other employees and between shifts and units, information regarding conditions that may increase the potential for workplace violence incidents;
(B) How an employee can report a violent incident, threat, or other workplace violence concern;
(C) How employees can communicate workplace violence concerns without fear of reprisal;

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(D) How employee concerns will be investigated, and how employees will be informed of the results of the investigation and any corrective actions to be taken.

## Exhibit 5

December 13, 2018

## Via Email (bharland@unioncounsel.net) and U.S. Mail

Service Employees International Union

- United Healthcare Workers West
c/o Bruce A. Harland, Attorney at Law
Weinberg, Roger \& Rosenfeld
1001 Marina Village Parkway
Suite 200
Alameda, CA 91501-1092

Re: Proposal Regarding Disposition of CBA

Dear Mr. Harland:

Thank you for your time yesterday. Richard Adcock, Steven Sharrer and I appreciated meeting with you and representatives from Service Employees International UnionUnited Healthcare Workers -West ("SEIU-UHW"). As discussed, Dentons is counsel to Verity Health System of California, Inc. ("Verity") and several affiliates, including O'Connor Hospital ("OCH") and Saint Louise Regional Hospital ("SLRH" and, collectively referred to with OCH as the "Debtors"), in their bankruptcy cases currently pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "Court"), which commenced on August 31, 2018 (the "Petition Date"). At your request, we have addressed this letter to you and urge you to share it (and the attachment) with your client.

This letter memorializes the proposal (the "Proposal") orally made to you yesterday pursuant to Bankruptcy Code section 1113 to modify the Collective Bargaining Agreement between SEIU and O'Connor Hospital ("OCH"), Saint Louise Regional Hospital ("SLRH"), St. Francis Medical Center ("SFMC") and St. Vincent Medical Center ("SVMC"), expiration October 31, 2021 (the "CBA"), so as to remove and terminate all terms related to SLRH and OCH (both referred to herein as the Hospitals"). Attached please find a redline copy of the CBA demonstrating the modifications.

As we discussed, the Proposal to modify the CBA is necessary to the Debtors' reorganization because they will no longer own or operate the Hospitals and will shortly commence steps to do so by proceeding in the Court pursuant to section 1113 of the Bankruptcy Code, 11 U.S.C. $\S 101-1531$, as amended. The necessity of the Proposal is supported by the following:

On October 1, 2018, the Debtors filed a Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Sale Procedures Motion") [Dkt. No. 365]. Attached as Exhibit A to the Sale Procedures Motion was the proposed Asset Purchase Agreement ("APA") to sell the Hospitals to Santa Clara County (the "County"). A copy of the Sale Procedures Motion and APA was served on SEIU-UHW at that time.

On October 31, 2018, the Court, after a notice and hearing, entered an Order approving the Sale Procedures Motion (the "Sale Procedures Order") [Dkt. No. 725], which approved the County as the "stalking horse" purchaser for certain assets and liabilities of OCH and SLRH as set forth in more detail in the APA.

The Sale Procedures Order established a deadline of December 5, 2018 (the "Bid Deadline") whereby interested parties who met certain criteria (each an "Alternative Qualified Bidder") could submit bids to purchase the assets and liabilities of OCH, SLRH or both Debtors (each an "Alternative Qualified Bid"). After the Debtors undertook a thorough marketing process to sell in whole or in part the Hospitals, no Alternative Qualified Bidder (or any other bidder) has presented an Alternative Qualified Bid (or any other bid) by the Bid Deadline, nor has any party requested additional time within which to submit such a bid. So, at this time, besides the County, no party has expressed material interest in acquiring and operating the Hospitals.

Due to the absence of an Alternative Qualified Bidder, the Debtors will seek final approval of the APA at a hearing before the Court on December 19, 2018. Under the APA, the County does not seek to be bound by the terms of, or obligations under, the CBAs.

Because the APA is for the sale of all operations of OCH and SLRH, after the Sale closes (which we expect to occur at late February or March 2019), the Debtors will no
longer operate those Hospitals and, therefore, will have no further need for the CBA as it applies to OCH and SLRH, and, as the County will only acquire the Hospitals free from the CBAs, aver that such modification is necessary to permit reorganization of the Debtors because the only bidder in a thorough marketing and auction process will not assume the CBAs. The Debtors, of course, remain open to receive and consider all comments, concerns and proposals from you.

Please note that the Debtors reserve the right to amend, add, delete or modify the Proposal.

Should you or client desire further information to communicate about this Proposal, please feel free to contact me directly.

Thank you.

Sincerely,


Sam J. Alberts

Attachment
cc: Emily Rich, Attorney at Law
Richard G. Adcock
Steven Sharrer
Elspeth Paul
Pascale Roy
Samuel Maizel
Tania Moyron
An Ruda

## Exhibit 6



United Healthcare Workers West

## United Healthcare Workers - West

Service Employees International Union CTW, CLC

560 Thomas L. Berkley W/y. Oakland, CA 94612
510-251-1250 प 800-585-4250
www.seiu-uhw.org
Quality Healthcare for All
Collective Bargaining Agreement with
O'CONNOR HOSPITAL SAINT LOUISE REGIONAL HOSPITAL ST. FRANCIS MEDICAL CENTER ST. VINCENT MEDICAL CENTER

November I, 2018 - October 3I, 202I

## FOREWORD

## Dear SEIU United Healthcare Workers - West Member,

This Agreement is the result of many long, hard hours of collective bargaining between your employer and negotiating committee members from your facility. Our success at the bargaining table is directly related to the degree of strength, commitment, and unity achieved among our members. Our rights, our benefits, and our working conditions must never be taken for granted; we have had to fight for everything that we have achieved. We must work to ensure that this contract is enforced each and every day!

Union members should feel free to contact their Shop Steward at any time concerning any matter within the scope of this contract or any other work-related problems. Stewards are the key to building a strong, democratic labor union. They are the "Union on the Job."

In addition, the Union's professional staff is available to help meet the needs of our members and stewards in addressing work-site problems and concerns.

Working in health care is a very difficult and demanding job. The quality of care that you provide, as well as your concern and dedication to your patients, make you very special people. Your Union, United Healthcare Workers - West, is one of the largest healthcare Unions in the United States and the largest healthcare Union in California with over 150,000 members.

Union staff can be contacted at the office of United Health Care Workers - West listed on the cover of this contract. UHW-West headquarters is located at 560 Thomas L. Berkley Way (formerly 20th Street), Oakland, California, 94612. The telephone numbers are (510) 251-1250 or (800) 585-4250.

In Unity,

| Oakland Office | San Jose Office <br> 560 Thomas L. Berkley Way <br> Oakland, CA 94612 |
| :--- | :--- |
| 2995 Moorpark Ave. |  |
| Phone: 510-951-1250 | San Jose, CA 95128 |
| Phone: 800-585-4250 | Phone: 408-557-2835 |
| Fax: 510-763-268 | Phone: 800-224-0250 |
| Los Angeles Office | Fax: 408-557-2844 |
| 5480 Ferguson Dr. | Sacramento Office |
| Los Angeles, CA 90022 | 1911 F Street |
| Phone:323-734-8399 | Sacramento, CA 95814 |
| Phone: 877-734-8399 | Phone: 916-326-5850 |
| Fax: 323-721-3538 | Phone: 877-768-6466 |
| San Francisco Office |  |
| 1338 Mission St. |  |
| San Francisco, CA 94103-447-9405 |  |
| Phone: 415-441-2500 |  |
| Fax: 415-563-9914 |  |

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## AGREEMENT

This Agreement is executed on this November 19, 2015. It is between United Healthcare Workers - SEIU West (hereinafter for convenience called "the Union") and O'Conner Hospital ("O'Connor"), Saint Loutise Regional Hospital ("Saint Louise"), St. Vincent Medical Center ("St. Vincent") and St. Francis Medical Center ("St. Francis") (jointly and separately, the "Employers"). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interests resulting from collective bargaining negotiations. The Employers and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.

Need to clarify that the contract applies to all facilities unless otherwise specifically indicated.

## PREAMBLE

It is the mutual intent of the parties that all Employers, Employees, managers, physicians, and Union Representatives treat each other with dignity, respect, courtesy and trust, and that these principles shall also apply in all dealings with patients and visitors. It is further the intent of the parties that the provisions of this Agreement further these goals.

## ARTICLE 1: SHARED VISION AND RESPONSIBILITY

A. The Employers and the Union share a commitment to provide high-quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employers 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 in order to provide quality patient care. The Employers acknowledge the benefits of understanding varied cultural/ethnic differences and the need to respect cultura/ethnic diversity.
B. This Agreement reflects the Parties' commitment to improving quality care; to reducing the cost of healthcare; to reforming the financial framework to serve higher quality and lower costs; to enabling the employer to manage and operate the hospitals within the system efficiently; to making hospital workers the healthiest in California; to making hospital jobs the most desirable in California; and to making California the healthiest state in the country. This Agreement not only embodies these joint commitments, but is premised on the principle that through Labor-Management collaboration and through the joint pursuit of the "common good," we can remake the healtheare system into what is needed at this moment for patients, healthcare workers, and healthcare Employers.

## C. Management Rights

## Retained Rights of Management

Subject to the provisions contained in this Agreement and laws and regulations governing patient care and the practice of nursing, the Employer has the right to operate its business, which includes the right to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of facilities;
2. The medical and patient care standards, methods;
3. The price of all products and services, the price of all purchases, and the corporate and financial structure of the facilities;
4. The equipment and machinery;
5. The promotion and demotion of all Supervisors at the facilities, provided that the creation of new Supervisorial positions shall not displace bargaining unit Employees;
6. The number of Employees, including the number of Employees assigned to any particular procedure or shift, and whether, when, or where there is a job opening;
7. Reasonable standards of performance and whether any Employee meets such standards;
8. The need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary Employees;
9. The direction and supervision of all of the Employees;
10. The adoption of reasonable rules and regulations for all of the Employees;
11. The hiring of Full-Time, Part-Time, and Per Diem Employees and the number thereof,
12. The utilization of registry and traveling Employees;
13. The security of the Employees, premises, facilities, and the property of the Employer; and
14. The utilization of the Employer's premises, equipment, and facilities.

## ARTICLE 2: CONTINUOUS QUALITY IMPROVEMENT

Continuous quality improvement is critical to our success. A number of our hospitals' large payers, both governmental and private, have implemented payment reforms tied to clinical processes, patient care experiences, mortality rates, and outcomes. The Parties believe that improving patient care is critical to our success. Employees also desire to improve their work lives by improving the input into key decisions and then observing the outcomes and results. We commit to a course that is evidence-based, that holds all participants (the Employer, the Union, and Employees) accountable in areas that require greater focus, and that ultimately allows all participants to share the rewards of our success.

## ARTICLE 3: RECOGNITION OF UNION AND EXCLUSIONS

A. The Employers recognize the Union as the exclusive representative of Employees covered by this Agreement in the following single bargaining thit. The
Employers recognize that this Agreement is a Master bargaining agreement representing separate employers and units which bargain collectively. AtO'Comner; the Employer recegnizes the Union as the exclusive representative forall Full-Time, Regular-Part Time, Limited Part Time-and Per Diem Service and-Maintenance-and Technieal Employees employed by O'Connor-Hespital,

Case 2:18-bk-20151-ER Doc 1202-6 Filed 01/03/19 Entered 01/03/19 16:45:05 Desc Exhibit 6 Page 11 of 127
including these listed in Appendix B. At Saint Louise, the Employer recognizes


#### Abstract

the Union as the exclusive representative for all Full Time, Regular Part Time, Limited Part Time-and-Per-Diem Service and Maintenance and TechnicatEmployees employed by Saint Lourise, including these listed in Appendix B. At St. Francis, the Employer recognizes the Union as the exclusive representative for all Full-Time, Regular Part-Time, Limited Part-Time and Per Diem Service and Maintenance and Technical Employees employed by St. Francis, including those listed in Appendix B. At St. Vincent, the Employer recognizes the Union as the exclusive representative for all Full-Time, Regular Part-Time and Per Diem Service and Maintenance and Technical Employees employed by St. Vincent, as described in NLRB Election Certification 31-RC-8876. This Agreement shall not apply to executive or professional Employees, nor to Employees presently represented by any other collective bargaining representative recognized by the Employers, 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 Employers agree 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 voting vote for SEIU-UHW 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.
D. The Employers agree not to, and expressly waive any right they 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 on the grounds that they are or may be supervisory or supervisors.

## ARTICLE 4: STANDARDS PRESERVED, PAST PRACTICES AND PRIOR AGREEMENTS

A. No Employee shall suffer any reduction in wages or benefits as a result of coverage under this Agreement, unless specifically provided for otherwise in this Agreement.
B. Past practices in place at the time of the signing of this Agreement will NO LONGER be binding or applicable. Side letters entered by the parties prior to the signing of this Agreement shall no longer be applicable unless newly executed.
C. With the exception of arbitration decisions, this Agreement supersedes all past practices and all previous oral and written agreements between the Union and the Employers. The parties agree that the relationship between them shall be governed by the terms of this Agreement, or any other amendments, modifications, or alterations thereto.
D. Additions, changes or amendments shall not be controlling in any way, unless such additions, changes or amendments are reduced to writing and dully executed by the parties subsequent to the date of this agreement.

## ARTICLE 5: JOB SECURITY

A. 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 Employers 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 Employers will assist Employees in identifying other job opportunities in other departments at the home facility, or at other facilities of the Employer. The Employers also agree to the following:
B. Beginning after January 1, 2018, Regular Full-Time and Regular Part-Time Employees who are covered by this Agreement and who have ten (10) or more years of service shall not be permanently laid off or have their hours permanently reduced except (1) if they have been or are being suspended or terminated for cause; (2) if the Union and Employee have voluntarily agreed to such reductions; or (3) under the circumstances set forth in (a) through (d) below. Employees who are covered by this Agreement and who have ten (10) or more years of service may be laid off for any of the following reasons: (a) the state or federal government declare a state of emergency; (b) material changes have been made in the laws regulating and providing health care delivery in California or the USA; (c) the economy has suffered a substantial economic downturn; or (d) the relevant hospital fails to generate a positive cash flow (EBIDA less Cap Ex). In these circumstances, the Employer will undertake its best efforts to provide secure jobs for its Employees to the extent possible. Prior to the implementation of any layoff of an Employee with ten (10) or more years of service, for any reason or combination of reasons in this subsection, the Employer shall meet with the Union to discuss the decisions and bargain over the effects of any such layoff.
C. With respect to Employees covered by this Agreement who have less than ten (10) years of service, the Employer has the right to temporarily or permanently layoff such Employees based on the needs of the business. In addition prior to January 1, 2018, the Employer has the right to temporarily or permanently layoff any Employee as allowed by this Agreement.
D. Training and Upgrade Fund

be an equal number of Union and Employer representatives, who shall be responsible for the creation and operation of this Fund. At least one representative from either O'Comner, Saint Lourise, St Vincent or St. Francis would like to be considered as an Employers' trustee for this Fund.

## ARTICLE 6: SUBCONTRACTING

There will be no subcontracting of bargaining unit work performed by Employees, except by mutual agreement between the Employers and the Union. Upon request by an Employer, the Union agrees to meet and confer with the Employer regarding its need to subcontract work. The Union will undertake its best good faith efforts to try to reach an agreement with the Employer that provides for a viable solution to achieve the objectives intended by the proposed subcontracting. The Employer may continue to subcontract bargaining unit work that has historically been subcontracted.

Unless otherwise agreed, the Employers shall not proceed with such subcontracting/outsource contract unless the subcontracting/outsourcc company offers all impacted employces comparable employment and recognizes the Union as the bargaining representative of current bargaining unit employees to be outsourced. The subcontracting/outsource company shall agree to assume the parties' collective bargaining agreement, except for the defined benefit described in Article 28, which shall remain the sole and exclusive liability/obligation of the Employers. The Employers will maintain responsibility for the outsourced employee's defined benefit pension liability on par with existing employees.

## ARTICLE 7: EQUAL EMPLOYMENT OPPORTUNITIES

A. Discrimination

1. Neither the Employers nor the Union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. IUnion activities shall not interfere with the normal operations of the Employers.
2. Neither the Employers 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 in violation of any City, State or Federal laws.
3. 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.
4. Any grievance alleging in whole or in part, discrimination as set forth above may either be pursued through the provisions of Article 31, 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 8: UNION MEMBERSHIP

## Union Security Provisions

## A. Union Membership Requirements

1. During the life of this Agreement, Employees of the Employers who are covered by this Agreement shall be required as a condition of employment to meet and maintain the core requirements of 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 fifteen (15) work days, after the Employee has been mailed such notice at his or her last known address, in which to comply. If said Employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the Employee shall be promptly terminated upon written notice of such fact from the Union 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
3. At the time a new Employee, who will be covered by 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, dues authorization card, and COPE authorization card. This written notice shall quote or paraphrase the provisions of this Article of the Agreement.
4. The Employer will also provide each new Employee with a list, prepared by the Union, of current Union Problem Solvers, their departments and/or work areas and telephone numbers.
C. Deduction of Union Membership Fees and COPE Check-Off
5. The Employer will honor an authorization by Employees to withhold from wages and remit to the Union for the payment of Union membership fees when such authorizations are submitted in a form agreed to by the Employer and the Union.
6. The Employer will promptly remit the financial obligations deducted pursuant to such authorizations, together with a list on hard copy and a disk or electronically showing the following information for Union rate, former and new department, shift status (i.e. regular, Part-Time, Per Diem, Temporary) and date of transfer. The Employer is not required to provide that data for Employees who have transferred out of the bargaining unit, other than a list of Employees with their name, former and new department, date of transfer and social security number.
7. The Employer hereby agrees to honor COPE contribution deduction authorizations from its Employees who are Union members.
8. The Union will hold the Employers harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employers by reason of failure to perform under this Article.

## ARTICLE 9: 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. At Saint Letise, the Union shall be given use of one ( 1 ) glass, locked, andenclosed bulletin-board tocated in the hallway near engineering, near east entrance for the exclusive use of the Union.

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

| Admitting | Dietary |
| :--- | :--- |
| Housekeeping | Eaboratory |
| MSP | Eabor and Delivery |


| Diagnostie Imaging | Aaterials Management |
| :--- | :--- |
| Respiratory Therapy | Strigery |
| Central Processing | Pharmacy |

B. At- $\boldsymbol{O}^{\prime}$ Commor, the Union shall be given use of one (1) glass, locked, and enelosed bulletin beard loented in the hallway (next to the Human-Resource bulletin beard) teading to the Cafeteria, for the exclusive use of the Union.

In uddition, the Unien shall be given use of unlocked bulletin boards in the following loeations:

| Pharmacy | ER |
| :---: | :---: |
| ER-Registration | EVS |
| Sperts Medicine | Nutritional Services |
| Laboratery | Surgery |
| Center for Life | Pathology |
| Radiology | Med Sutig Oneelogy |
| Labor \& Delivery (3W) | Altrsery |
| Med Surg Ortho | Ambulatory Strigery |
| ICU | Medical Records |
| Physical Medicine | 2 SE 2nd Floor |
| Radiation Therapy | Impatient Admiltting |
| Supply | Distribution |
| Out Patient Admitting | Wound Care-Center |
| Telemetry/ICTU |  |

E.A. At St. Francis, the Employer will provide locked bulletin boards of a size not less than two (2) feet by three (3) feet, glass enclosed with a key provided to the Union, for the exclusive use of the Union. List of locations as follows:

1. Family Life
2. Human Resources
3. PCU Building
4. Health Services Pavilion (HSP)
5. Tower, Terrace Level, Support Services Corridor

Additionally, the Union will have access to a space not less than $81 / 2$ inches by 14 inches on existing bulletin boards in all break rooms or equivalent areas in bargaining unit Employees' home departments.
D.B. At St. Vincent, the Employer shall have two (2) glass, locked and enclosed bulletin boards located outside the doctors' dining room for posting of official Union business.

## ARTICLE 10: CATEGORIES OF EMPLOYEES

A. Employee Categories Described: There shall be five (5) Employee categories;

## 1. Regular Full-Time

A "Regular Full-Time" Employee is one who is regularly scheduled on a predetermined basis for forty (40) hours in each workweek, or eighty (80) hours in each fourteen (14) day pay period, or thirty-six (36) or more hours in a workweek in the case of any Employee regularly scheduled on an alternative work schedule. Commencing on the first of the month following completion of the Employee's thirty (30) day waiting period, the employee will be eligible for Paid Time Off and health and welfare benefits.

## 2. Regular Part-Time

A "Regular Part-Time" Employee is one who is regularly scheduled on a predetermined basis to work at least thirty (30) hours but less than forty (40) hours in each workweek, or at least sixty ( 60 ) hours but less than eighty (80) hours in each fourteen day period (except for Employees referenced in " 1, " above who work twelve-(12) hour shifts). Commencing on the first of the month following completion of the Employee's thirty (30) day waiting period, the employee will be eligible for Paid Time Off and health and welfare benefits.

## Transition of Updated Definition of Regular Part-Time

a. New Hires - the above definitions of Regular Full-Time and Regular Part-Time will apply to new hires with a start date of December 1, 2015, or later.
b. Current Employees classified as Regular Part-Time who work 20 hours and less than 30 hours in each workweek will be offered a Regular Part-Time position working 30 hours per workweek or more prior to January 1, 2017. Regular part-time employees who work less than 30 hours per week and are currently receiving medical or other benefits shall continue to receive those benefits until such time as the employee either waives benefits and/or is offered a benefited positon in accordance with " $c$ " below and declines such position, in which case the employee shall become benefits ineligible the following month.
c. Employees will be offered open Regular Part-Time positions in their job classification in seniority order. If no Employee accepts the position within the seven (7) day posting period, the lowest senior Employee in that job classification will be given the choice of taking the available position or staying in their current position as a Limited Part-Time Employee without benefits. The Employee's benefits will terminate the last day of the month in which the employee makes the choice to remain in the Limited

## Part-Time position.

3. Limited Part-Time

Limited Part-Time. A "Limited Part-Time" Employee is one who is regularly scheduled on a predetermined basis to work less than thirty (30) hours in each workweek, or less than sixty (60) hours in each pay period.
4. Per Diem


## 5. Temporary

Before resorting to Registry or Temporary Agency personnel, the Employers 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 Employers, and the Union's agreement to such extension will not be unreasonably denied.
a. In the event that a Temporary Employee becomes a Regular FullTime or Regular Part-Time Employee, the qualifying date for any applicable pay raises pursuant to Article 18 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-Time 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 14, Seniority and Job Vacancies, if such positions are expected to last for periods in excess of thirty (30) days. A Temporary position is a position for which the Employers establish a pre-determined work schedule for a limited duration not expected to exceed ninety ( 90 ) days and which the Employers intend to fill a pre-scheduled regular basis.
d. Return from Temporary Position. If a Regular Full-Time, Regular Part-Time, Limited Part-Time, or Per Diem Employee successfully bids for a Temporary position, he/she will maintain his/her Employee category and, in the case of a Regular Full-Time or Regular Part-Time Employee, will continue to accrue benefits and upon the conclusion of the Temporary assignment, he/she shall return to his/her former position.
e. 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.
f. An Employee working in a Temporary position shall not be
B. Allocation of Additional Hours of Work

1. Additional hours of work is Temporary work, work required due to a sudden increase in patient census that was not anticipated, work that is not pre-scheduled or a hole created in the schedule by the scheduled time off of regularly scheduled Employees.
2. Availability for Work, Limited Part-Time Employees and Per Diem Employees will submit, in writing, their availability for work. Full-Time, and Part-Time Employees will submit, in writing, their availability for additional work. Employees will indicate the days of the week and shifts for which they are available. The Employers shall maintain such records and lists by classification and Employee category so that the provision of this Section can be properly maintained.
3. The Employers 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 Employers to incur overtime or double time liability. The Employers will offer pre-scheduled additional hours of work by seniority according to the following preference list.
a. Regular Full-Time Employees who have been canceled due to Low Census Days, as long as the additional work would not cause the Employer to incur overtime or double time liability.
b. Regular Part-Time Employees who have been canceled
c. Regular Part-Time
d. Limited Part-Time
e. Per Diem

The above preference order will not result in bumping Employees out of work which is prescheduled.
4. If the Employers 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 Employers and the Union recognize that mandatory overtime is not desirable and represents a burden on the Employees. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government, or declared by the administrator on duty. An internal or external emergency, for the purposes of this section is defined as an unexpected situation and sudden occurrence of a serious and urgent nature that demands immediate action.

## C. Reclassification

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

1. A Per Diem or Limited Part-Time Employee who regularly works sixty (60) hours or more each pay period, every pay period (in a single job classification but not necessarily on the same list) for ninety (90) days or more shall be reclassified, to Regular Employee status. and the applicable regular work schedule. The applicable work schedule shall be based on the lowest number of hours worked during any pay period within the ninety ( 90 ) calendar day period. Any reclassification to Regular Employee status under this paragraph shall be effective as of the 90th day, except:
a. Benefit accruals shall be effective as of the beginning of the pay period closest to the date of such reclassification and are subject to any waiting period or other requirements contained in the Agreement;
b. If retroactive corrections in status are made, health benefits and life insurance shall be effective prospectively (at the beginning of the following month), and the Employee shall have no deduction for any premium in lieu of benefits received in the interim.
2. A Per Diem Employee shall not be reduced in hours solely to prevent his or her advancement to Regular or Limited Part-Time status when the Per Diem hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by Per Diem Employees.
3. A Regular Part-Time Employee who is regularly assigned for ninety (90) calcndar 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 (c.g. a Regular Part-Time 4/5 Employee is regularly assigned 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/ESL) 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 ( 90 th) day, and increased 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 Employers.
4. 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, unlcss the Employec 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.
5. For the purpose of this Section only, shifts shall be defined as follows: (1) Days start on or after 5:00 a.m. but prior to 12:00 noon; (2) PMs start on or after 12:00 noon but before 10:00 p.m.; and (3) Nights start on or after 10:00 p.m. but before 5:00 $\mathrm{c} . \mathrm{m}$.

ARTICLE 11: FULL-TIME EMPLOYMENT

A. Thirty-six (36) hours per week Employees

Employees who work a twelve (12) hour shift, three (3) days a week, shall be guaranteed a minimum of 936 hours of work or wages over a six (6) month period.
B. Forty hours per week Employees

Employees who work a ten (10) hour shift, four (4) days a week, or an eight (8) hour shift, five (5) days a week, shall be guaranteed a minimum of 1,040 hours of work or wages over a six (6) month period.
C. Paid Time Off (PTO), which is taken voluntarily, paid time for meetings, and overtime hours will count as hours worked toward the guaranteed hours; provided, however, that the Employers shall not require an Employee to involuntarily take PTO to satisfy the applicable number of guaranteed hours under this Section.
D. If an Employee fails to work scheduled hours, such hours will be subtracted from the total guaranteed hours.
E. If an Employee is suspended due to discipline for cause, such hours will be subtracted from the total guaranteed hours.
F.
G. At or around July 1 and January 1, the Employers will assess and account for the hours worked by each Full-Time Employee to ensure that to the extent possible consistent with business conditions, they have worked the guaranteed minimum hours and to make deficient Employees whole financially, consistent with the above provisions.

## ARTICLE 12: PROBATIONARY PERIOD

A. 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 135 calendar days or the completion of sixty-five (65) shifts, whichever occurs first, after date of hire.
B. At its sole discretion, the Employers 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 7 Equal Employment Opportunities during the Employee's probationary 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 date shall be from the

Employee's most recent date of hire into a bargaining unit position by the Employers.

## ARTICLE 13: NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS

A. During the new hire orientation for new Employees, the Employers 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 Employers 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, provided that patient care permits. Where such program is regularly scheduled such release should normally occur.
B. The Employers will provide to the Union the following information no later than the 15th of each month in both hard copy and on disk (on Excel or Quattro Pro or any similar computer format):

1. a list of new hires, including their name, home address, home phone number, classification, wage rate, department, shift, status (i.e. Regular Full-Time, Regular Part-Time, Per Diem, Temporary), and date of hire;
2. a list of terminations, including the name, home address, home phone number, classification, department, shift, status (i.e. Regular Full-Time, Regular Part-Time, Per Diem, Temporary), date of termination, and reason for termination (i.e. resignation, discharge, permanent reduction in force, retirement); and
3. a list of Employees who have transferred into, or within the bargaining unit, including name, home address and phone number, in addition to an Employee's former and new classification, former and new wage rate, former and new department, shift status (e.g. Regular Full-Time, Regular Part-Time, Per Diem, Temporary), and date of transfer. The Employers are not required to provide the data for Employees who have transferred out of the bargaining unit, other than a list of Employees with their names, former and new departments, and dates of transfer.

## C. Use of Social Security Numbers

1. 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.
2. The Union agrees to indemnify and hold harmless the Employers from any and all claims and liabilities that result from the Union having been given Employee social security numbers. The Union further agrees that, where required, the Employers 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 14: SENIORITY AND JOB VACANCIES

## A. Bargaining Unit Seniority

Bargaining unit seniority shall be defined as the period of continuous employment from the most recent date of hire that a Full-Time, Part-Time or Per Diem Employee works in a job classification covered by this Agreement. Bargaining unit seniority shall not be adjusted for legally protected leaves of absence. If an Employee terminates or leaves a covered job classification and returns within three (3) months or less, the time away from the bargaining unit will not be adjusted, and the previous bargaining unit seniority date would remain. If an Employee returns to a covered job classification after three (3) months or more, their previously accrued bargaining unit seniority will not be bridged, and their bargaining unit seniority will be reestablished as of the new date they are placed into a job classification covered by this Agreement.

## B. Department Seniority

Department seniority is defined as the date of hire into the current department or date of hire into the former department if placed in the current department as a result of reorganization or restructuring of work. Department seniority shall have limited uses as described below.

Department seniority shall govern in the following applications only within the department: job bidding for higher rated or equal classifications within the department only, additional hours, PTO scheduling, and designated holiday scheduling. For all other purposes, bargaining unit seniority shall govern.

## C. Seniority List

There shall be one bargaining unit seniority list, which shall be updated every month and sent to the Union representative. A separate quarterly list shall be maintained for Per Diem and On-Call Employees, and they shall be ranked on such list by total hours of employment.
D. Use of Seniority

Seniority may be utilized in accordance with the terms of this Agreement.

## E. Loss of Seniority

An Employee's seniority will be permanently lost under the following scenarios:

1. Voluntary termination of employment, unless rehired within three (3) months;
2. Discharge for just cause;
3. Failure to return from any authorized leave of absence (In the event of an emergency, the Employee will receive an additional 5 business days to request an extension);
4. Failure to return to work within thirty (30) days after being recalled to work;
5. Layoff of two (2) years or more; or
6. Voluntary transfer to a non-bargaining unit position unless returned to bargaining unit within 90 days.

## F. Retained Seniority

If an Employee transfers from Full-Time or Part-Time to Per Diem status, she or he shall not lose his or her seniority and such seniority shall continue to accrue.
G. Job Vacancies, Posting and Bidding

Positions under this Agreement which are permanently vacated and/or newly created will be posted internally for an initial period of seven (7) calendar days. Interested Employees may bid for such jobs within the seven (7) calendar day period by completing a transfer request form provided by the Employer for that purpose. The seven (7) calendar day period for posting and receiving bids may be extended or shortened at the Employer's discretion. Posting for open positions shall be displayed at appropriate locations at the Employer. Job title, shift, minimum requirements, primary functions and status will be included in the posting. Should temporary positions become available for permanent placement, the position must be posted. All current associates who meet minimum requirements are to be given primary consideration. This does not prevent the Employer from filling the vacancy on a Temporary basis until such position is filled.

1. Bidding on Posted Vacancies. Any current Employee who has successfully completed his/her probationary period in accordance with Article 12 may apply for a posted vacancy by completing the transfer request process.
2. Restriction on Bidding. An Employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next six (6) months. This rule shall not apply:
a. If a posted vacancy arises in the same department which would change the number of pre-scheduled hours of the bidding Employee, or the scheduled start and end times, or the days of work and days off, or the Employee's shift, or would change the Employee's classification; or
b. If the bidding Employee is in his/her current position as a direct result of a job change or layoff.
c. 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.

## 3. 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 provisions that (1) the bidding Employee must meet all reasonable qualifications of the job established by the Employers (the Union has the burden of establishing that the Employers' qualifications are unreasonable), and (2) ability and performance must meet minimum requirements in the Employers' reasonable judgment, and if the Employers' judgment is disputed, the Employers have the burden of establishing that their judgment was reasonable.
a. Regular Employees from the same department, including Regular Employees on layoff, and Regular Employees who remain on the Per Diem list who have been laid off.
b. Regular Employees from other departments and Limited Part-Time Employees from the same department, including such Employees on layoff, and Regular Employees who remain on the Per Diem list.
c. Per Diem and Temporary Employees, in that order, from the same department.
d. Limited Part-Time Employees from other departments.
e. Per Diem and Temporary Employees, in that order, from other departments.
f. Regular Employees from another facility covered by this Agreement, in a comparable classification from the same department.
g. Regular Employees from another facility covered by this Agreement, from another department, and Limited Part-Time Employees from another facility covered by this Agreement, in a comparable classification from the same department.
h. Per Diem and Temporary Employees, in that order, from another facility covered by this Agreement, from the same department.
i. Limited Part-Time Employees from another Verity facility covered by an SEIU contract, from other departments.
j. Per Diem and Temporary Employees, in that order, from another facility covered by this Agreement, from other departments.
k. Applicants who are former Employees who left in good standing with not more than one (1) year's absence from the Employers.

1. Other applicants.
2. Application of Seniority for Transferring Employees
a. Employees who are transferring from another Employer covered by an SEIU contract, shall have their bargaining unit seniority with the previous facility recognized for the purposes of wage rates and benefit accruals.
b. With regard to the application of seniority, for the purposes of layoffs and subsequent job bidding, bargaining unit seniority from the previous facility will be credited provided that the facility from which the Employee originates reciprocally recognizes the seniority of an Employee from another Employer covered by an SEIU contract.

## 5. Notification of Selection

Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Employers 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 Employers may employ the person who, in its
judgment, will make the best Employee. The Employers shall be the sole judge of the fitness of any applicant.

## 7. Seniority Application

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

## 8. Limitation

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

## 9. Potential Vacancies

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

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

## 11. Departmental Structure

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

## At Saint Loulise and $\theta^{\prime}$ Cohnor Only:

| Admitting | Cardiopulmonary |
| :--- | :--- |
| Clerieat | Diagnostic Imaging |
| EVS | Laboratory |
| Materials Management | Medical Records |
| Antritional Services | Patient Care Services |
| Pharmacy |  |

## At St. Francis Only:

| Admitting | Adult Respiratory Therapy/Pulmonary Lab |
| :--- | :--- |
| BioMed | Cardiology/Cath Lab |
| Case Management | Central Processing |
| Clerical | Diagnostic Imaging |
| Dietary/Nutritional <br> Services | Engineering |
| EVS | Gift Shop |
| Lab | Materials Management |
| NICU Respiratory Therapy | Patient Care Services |
| Pharmacy |  |

## At St. Vincent Only:

| Admitting | Multi-Cultural Health Awareness |
| :--- | :--- |
| APLC | Nursing (Acute Rehab, ICU, Med Surg-6, Med <br> Surg-7, Short Stay, TCU, Telemetry) |
| CTC | Orthopedic Services (JRI, Spine, Ortho) |
| Cardiac Cath | POB Dialysis |
| Cardiology-OP | Radiology Services/Diagnostic Imaging (CT, <br> MRI, Ultrasound, X-Ray, Mammography, <br> Nuclear Medicine) |
|  | Receptionists |
| Central Services Supply | Respiratory |
| Clinical Lab \& Pathology | Surgical Services (Doheny \& Main) |
| Communications | Transplant Services (Pre \& Post) |
| Emergency Room | Unit Secretary |
| Gift Shop/Guest Relations | Pharmacy |

12. Seniority Tie Breaker

If Employees have the same seniority date, the following tie-breaker will be used to determine the seniority order:
a. Date first worked.
b. If the date first worked is the same, date of submission of application for employment.
c. 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 15: 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

If after exercising every effort to avoid layoff in conformance with Article 5, 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.

## 1. Notice

Prior to implementing an indefinite or permanent layoff, the Employers will provide the Union and affected Employees with thirty (30) days written notice and six (6) months notice in the case of facility closure.

## 2. Order

Indefinite or permanent layoffs shall occur in the following order:
a. Volunteers
b. Temporary
c. Probationary
d. Per Diem
e. Limited Part-Time
f. Regular Part-Time
g. Regular Full-Time

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 Employers may agree to an alternative arrangement regarding reduction in force.

## D. Time Frames Regarding Layoffs

The Union and the Employers 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:
a. In situations involving ten (10) or fewer Employees, alternatives to the layoffs shall be identified and implemented in thirty (30) days or less; and
b. In situations involving more than ten (10) Employees, alternatives to the layoffs shall be identified and implemented in sixty (60) days or less.

## E. Arbitrator

Should the Employers 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 a permanent Arbitrator within five (5) days of the expiration of the timelines set forth in (1) and (2) above and the Arbitrator shall issue a decision within thirty (30) days thereafter. The Employers and the Union may mutually agree to extend the timelines above. Should the Arbitrator find that either party, through action or inaction, has caused undue delay or otherwise failed to provide relevant information, the Arbitrator may extend the thirty (30) day time limit for issuance of a decision by an additional fourteen (14) days. During the term of this Agreement, the permanent Arbitrator shall be John Kagel. It is not the intent of this paragraph to circumvent any rights the parties may have under Article 30: Committees or other provisions of the collective bargaining agreement.

## F. 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 Employers 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.

## G. Benefits


H. Severance Pay


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.
I. Recall

1. For a period of twenty-four (24) months from the date of indefinite or permanent layoff, Employees who, as a result of the reduction, are laid off, are entitled to recall.
2. Recall of Employees to regular positions in a particular classification and department from an indefinite or permanent layoff shall be by seniority.
3. An Employee shall remain on the recall list unless he or she is offered and declines a position in the same classification in the same department at the same facility on the same shift with the same number of hours as the position from which he/she was laid off or reduced from.

## ARTICLE 16: CALL-OFFS AND DAILY CANCELLATIONS

After exercising every effort to avoid cancellations, it may be necessary to require an Employee to take time off without pay during temporary periods of low census or other occasions when staffing needs to be adjusted on a temporary basis.

## A. Definition

"Call-off" occurs when an Employee, at the request of the Employer, is directed not to report to work for a regularly scheduled shift. "Flexing" occurs when an Employee who is at work is directed to cease work before the end of the Employee's regularly scheduled shift.

## B. Rotation

During periods of low patient census, Employees will be flexed or called off in the following order:

1. Volunteers
2. Registry
3. Travelers
4. Temporary Employees
5. Employees Working an Overtime Shift (double time first)
6. Per Diem
7. Limited Part-Time Employees
8. Regular Part-Time Employees
9. Regular Full-Time Employees

Cancellations shall be by rotation (so long as qualifications, competencies, and abilities of the affected Employees are substantially equal), by classification, within each department and shift. The rotation list will begin with the least senior Part-Time Employee and proceed in seniority order through all Part-Time Employees followed by Full-Time Employees in seniority order, in a given classification, within each department and shift. The Employee that is selected for cancellation will be the individual who has the greatest length of time since his/her last call-off or cancellation.
C. PTO Election

An Employee who is called-off or is flexed may elect to be paid for such time by applying accrued PTO.
D. Called-Off Employees Excused for Shift

In the event an Employee is called-off for her/his scheduled shift or a portion thereof due to low census, an Employee will be considered excused for the entire balance of her/his shift and return to work shall be voluntary. If the Employee is requested to and agrees to go "On Call" following call-off or flexing, the Employee shall be paid for such On Call time and Call Back in accordance with Article 18 Section I. 4.

## E. Call-Off Log/ Record

A $\log /$ record shall be maintained by the Employer, available to Employees and the Union, that records all HCD's/LCD, call-offs and flexing.

## F. Call-Off Notice

The employer will call-off Employees at least two (2) hours prior to the commencement of their scheduled shift.

## G. Call-Off or Flexing as Time Worked

If an Employee is cancelled, the hours that an Employee was scheduled to work shall be counted as time worked for the following only:

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

## ARTICLE 17: FLOATING

## A. Orientation for Floating

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

## B. Floating Order

1. Employees who float to another unit or department will do so on a rotational basis within the departmental classification being floated, provided said Employee is competent to perform the assignment in the unit to which he/she is floated.
2. A unit/department may float on a straight seniority basis within a classification, if in a vote conducted by the Union, a majority of Employees in that unit or department chooses to implement a seniority system.
3. Before floating regular Employees, the Employers shall float Employees in the following order:
a. Volunteers
b. Registry/Travelers (provided competencies exist)
c. Temporary Employees
d. Per Diem Employees
e. Limited Part-Time Employees
f. Regular Part-Time Employees
g. Regular Full Time Employees
C. Floating to More than One Unit/Department

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

## ARTICLE 18: CLASSIFICATION AND WAGES

A. Schedule of Wages

B. Step Advancement

On an employee's anniversary date, an employee shall be placed on the step corresponding to his or her year of service as provided in the applicable wage grid. Any employee who qualifies for step progression effective January 1, 2017 shall be advanced as provided in this section. The step placement shall be effective with the first full pay period following June 29, 2017. To avoid any ambiguity, no employee will receive retroactive paymentt for the 2015 and 2016 step progression.

The above paragraph does not apply to St. Vincent employees and-O'Comer technical employees who were placed on the applicable wage grid following the parties' bargaining in 2016. The phase in step agreement remains in place. However, prior to or on October 31, 2018, employees shall be placed on the step corresponding to his or her year of service as provided in the actual wage grid. There shall be no retroactive payment made to these employees. Those employees specifically named in the implementation schedule for the wage scale agreement will be on a the step appropriate to years of service on or by October 31, 2018 and will thereafter have their steps unfrozen. Those employees i) not specifically named in the implementation schedule for the wage scale agreement and ii) who were hired after the wage scale agreement was signed shall be unfrozen as the rest of the bargaining unit in the first full pay period following June 29, 2017. This section is not intended to reduce the rights or wages scheduled under the $\theta^{\prime}$ Connor Techs or St. Vincent Medical Center Wage Scale agreements.
C. Compensation Rate Review


#### Abstract

The Union and the Employers agree that it is in their best interest to recruit and retain qualified experienced staff. To this end, upon request of either party,, the Employer and Union will meet to bargain wage scales where they do not exist for classifications in comparable unionized hospitals in a given geography. The Employer and Union shall negotiate at least four (4) sessions per month for a four (4) month period. If no agreement is reached, the parties shall submit final proposals to a neutral FMCS mediator, Stephan Kessler, who will mediate the case within thirty (30) days of reaching impasse. The mediator shall work with the Employer and Union to reach an agreement within thirty (30) days. If no agreement is reached, the Employer and Union will submit their final proposals to a neutral mutually agreed upon arbitrator who will arbitrate the case within thirty (30) days of the end of mediation. The arbitrator will then decide the wage scales in dispute based on comparable unionized hospitals in the same geographic area. The arbitrator shall issue the decision within thirty (30) days of the arbitration. The Employer will implement the arbitrator's decision within thirty (30) days.


D. Pay Day

1. All wages shall be paid on the basis of two-week periods.
2. The Employers' payday is on a Friday (Thursday for St. Francis) and this shall continue as the designated payday.
3. 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.
4. Employees shall have the option of picking up their paychecks at the Hospital, at times outlined above, at their request.
5. When a holiday recognized by this Agreement falls on a payday, the Employers will provide the Employees' checks on the day before the payday.
6. If the Employers use 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.

## 7. 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.

## E. Job Description \& Job Classification

1. In the event that the Employers establish a new classification within the
bargaining unit, in addition to those now in existence, the Employers 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 Employers may implement and the Union may, within fifteen (15) days, submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for an Employee shall be paid retroactively to the start of the job of the start date of each individual Employee in the new position.
2. The Employers shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employers intend 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 Employers will meet to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement the Employers 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 Employers shall provide the Union or Employee with any existing job description and/or individual position description, for covered Employees, which have not previously been provided to the Union. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

## F. Uniforms

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

1. Training is strictly voluntary for non-lead Employees. Orientation is not considered training.
2. Training is teaching in order to prepare a novice and/or new Employee with the required skill to meet the requirements of the position; or, to instruct so as to make proficient.
3. An Employee other than those designated as "leads" who is assigned by management to train other Employees shall receive a differential of (\$1.00 per hour) over his or her base wage rate for time doing such training.

## H. Evaluations

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

## I. Relief in Higher Paid Classification

Any Employee directed to relieve another Employee in a higher paid classification will be paid at the rate of pay of the higher paid classification's pay grade, but at the rate commensurate with the Employee's level of experience for all hours worked in the higher classification.
J. Premium Pay

1. Charge Pay

2. Shift Differential

c. Differentials for In Lieu of Benefits Employees

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An Employee shall not be required to provide translation and/or interpreting services for the Hospital. An Employee agreeing to provide such services shall do so only on a voluntary basis and shall be held harmless for any legal or other adverse action arising from an alleged misrepresentation or misinterpretation as a result of translating or interpreting activities.

4. Standby/On Call/Call Back
a. An Employee is on On Call status when she/he is scheduled or asked to be available by phone or beeper for the purpose of coming back to the facility if required by staffing levels, and is required to report if called.
b. An Employee is on Call Back when an Employee, who was on OnCall status, is called back to the facility if required by staffing levels.
c. An Employee who has completed her/his regular work and has left the facility and is called back to work is on Call Back.

f. No Employee shall be required to report to work during a scheduled time off unless they are on on-call status and being paid the applicable On-Call premium, unless an internal or external disaster is called and the Employer's disaster plan is implemented.


h. During the two (2)-hour call back guarantee, the Employee shall perform all identified procedures that are ordered.
i. The intent of this provision is not to allow Employees to initiate unnecessary multiple guarantees.

## 5. Report-in Pay

a. An Employee who reports for work on a scheduled shift of eight (8) hours or more without receiving prior notice that no work is available shall be guaranteed pay for four (4) hours of work, and the Employee shall perform any work she or he is competent to perform and may be assigned in accordance with this Agreement.
b. If an Employee is called to work on a day he/she is not regularly scheduled to work, he/she shall be guaranteed a minimum of two (2) hours work or pay in lieu thereof at the applicable rate of pay required by law, provided that such guarantee shall only apply if the Employee is called to work prior to the start of the Employee's next scheduled shift and shall not exceed the period between the Employee's reporting for work and next scheduled shift.
c. If an Employee is called back to work on the same day after having already left the hospital at the conclusion of his/her shift, he/she shall be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof for such second reporting in one day at the applicable rate of pay required by law and this Agreement.
d. This section shall not apply if work is not available because (i) operations cannot commence or continue due to threats to Employees or property, or when recommended by civil authorities; (ii) public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities or sewer system; or (iii) the interruption of work is caused by an Act of God or other cause not within the Employer's control.

## 6. Split Shifts

No Employees shall be assigned to work a split shift, unless mutually agreed upon by the Union and the Employer.

## 7. Meals

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

All other Employees shall receive current cafeteria discounts.
8. Transfers to higher or lower job classification
a. When an Employee transfers to a higher job classification, he or she will be placed on the wage grid at a pay rate commensurate with years of experience and competencies for the new position, provided it does not cause a reduction in pay.
b. With the exception of layoffs, when an Employee transfers voluntarily to a lower job classification, he or she will be placed on the wage grid at a pay rate based on a credit of one half $(1 / 2)$ of their years of employment with the Employer up to but not to exceed the mid-point on the wage grid.
c. New hires will be placed in the wage grade based on the Employer's evaluation of their experience and qualifications.
9. Certification Pay - St. Francis only
a.
b.

c. Credentials/Certifications include:
i. Certification Gerontology
ii. CPHQ
iii. CCM - Case Management
iv. RDCS

## v. RDMS

vi. National EKG
vii. National CT
viii. National MRI
ix. National Mammography
x. National CV (Cardiovascular)
xi. National CI (Cardiac Invasive)
xii. National VS (Vascular Sonography)
xiii. National BS (Breast Sonography)
xiv. RCIS - Registry of Cardiovascular Invasive Society
xv. National Surgical Tech Certification
xvi. VI - Vascular Interventional Radiographer
d. For any additional credentials/certification not listed above, Employees are free to submit for payment for the same but the Employer and the Union must agree upon the credential/certification before any payment is made.

## ARTICLE 19: WORK WEEK

A. Hours of Work

Workweek

B. Overtime

1. Workweek

2. 

Daily


## 3. Computation of Overtime


4. Meal Period and Payment for Meal Time Worked

5. Premium Pay on Seven Consecutive Days
C. Early Call-in

1. Day shift Employees who are called in and agree to begin work prior to
the commencement of their assigned shifts will receive night shift differential for all hours worked on the night shift. When the day shift begins, the day shift rate will apply.
2. 


D. Alternative Workweeks

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

1. Monthly schedules of starting and quitting times and days off will be posted no less than thirteen (13) days in advance of the schedule, subject to emergency situation changes. The Employer may change schedules prior to posting to meet patient care and related service demands. However, the Union may submit such changes for review under Article 30 Committees.
2. In the event the Employers need 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 Employers, unless emergency conditions dictate otherwise.
a. The Employers shall use every reasonable effort to grant Employee schedule requests made at least two (2) weeks in advance of the effective date of the next work schedule. Late changes in the schedule requested by individual Employees may be possible with the approval of the Employee's Supervisor and will not be unreasonably denied if coverage is available.
b. The Employers shall permit Employees to trade shifts with other Employees where the Employee substituted has the requisite competencies and where the trade does not result in increased overtime costs for the Employer.

## F. Rest Periods

At no time can an Employee combine their meal and rest breaks for any reason. Employee who work in excess of five (5) hours but less than six (6) hours may voluntarily in writing waive the meal period. Employees are responsible for ensuring that they take their rest breaks at the appropriate time. If an Employee cannot take their break due to work reasons, they are to notify their supervisor or designee immediately.

## G. Rest Between Shifts

Each Regular Full-Time, Regular Part-Time, and Limited Part-Time Employee shall have an unbroken rest period of at least twelve (12) hours between shifts. Also, a Per Diem Employee will not be charged with a refusal for declining a shift that starts within twelve (12) hours of the end of the last shift worked, All hours worked within the above rest period shall be paid at normal rates of pay or at normal overtime rates if eligible under this provision as outlined above. The provisions of this paragraph may be waived on the written request of the individual Employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual Employee shall indicate the time period during which such waiver shall be in effect. Such requests for waivers shall be in writing and the individual Employee shall indicate the time period during which such waiver shall be in effect. This section of the Agreement will be discussed during the monthly joint labor management meetings if it is deemed necessary.

## H. 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. This section of the Agreement will be discussed during the monthly joint labor management meetings if it is deemed necessary.

## I. Shift Rotation

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

## J. 12 Hour Shifts

1. The Hospital shall provide the following when implementing twelve-(12) hour shifts:
2. Shifts shall be twelve-(12) hours worked in twelve and one half ( $121 / 2$ ) hours.
3. Rest Periods: Three (3) fifteen (15) minute paid rest breaks during a twelve-(12) hour shift.
4. Meal Periods: There shall be one (1) uninterrupted unpaid meal period of thirty (30) minutes and one (1) additional paid meal period of thirty (30) minutes; however the second paid meal period may be waived.
5. Compensation: Employees shall be paid their straight time hourly rate for all hours worked within the twelve (12) hour shift.
6. Shifts: Day Shift: 0700-1930; Night Shift: 1900-0730
7. Rest Between Shifts: Each Regular Full-Time, Regular Part-Time, and Limited Part-Time Employee shall have an unbroken rest period of at least eleven and one half ( $111 / 2$ ) hours between shifts. Also, a Per Diem Employee will not be charged with a refusal for declining a shift that starts within eleven and one half ( $111 / 2$ ) hours of the end of the last shift worked. All hours worked within the above rest period shall be paid at the rate of time and one-half $(11 / 2)$. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph. The provisions of this paragraph may be waived on the written request of the individual Employee and with the agreement of the Supervisor.


ARTICLE 20: PAID TIME OFF

D.

E. Effective the pay period following after June 29, 2017, PTO accrual for employees shall be as follows and shall replace the Rate Per Hour and Rate Per Days.


No accrual rates for current employees will be reduced as a result of this agreement. The new accrual rate shall not be retroactive. The Maximum Annual Accrual Cap is eliminated.
F.
G.
H.

K. Upon severance of employment or in the event of the Employee's death, the Employee or the Employee's beneficiary, as named by the Employee or determined by state law, shall be paid all accrued and unused PTO at the Employee's regular hourly rate.
L. PTO shall not be used as a substitute for State Disability Insurance or Workers' Compensation benefits to which the Employee would otherwise be entitled. The Employer will integrate State Disability Insurance and Workers' Compensation with PTO to maximize the benefits that the Employee will receive. If the Employce is eligible for Workers Compensation Insurance payments, he/she may elect not to supplement the State Disability Insurance or Workers Compensation Temporary disability by utilizing PTO. If the Employee elects not to receive such integration of such disability benefit, he/she must inform the Employer in writing within the first seven (7) days of the absence. Employees electing this option will be placed on an unpaid medical leave status commencing with the date of disability.
M.


Requests for PTO in excess of five (5) calendar days must be submitted at least three (3) weeks prior to the first requested PTO day off and must be approved in writing by the immediate Supervisor before the PTO is taken. At the discretion of the immediate supervisor, less than the required advance notice may be acceptable in order to schedule PTO,
N. PTO time shall be scheduled in increments of not less than four (4) hours, except as necessary under FMLA, CFRA, CESLA, or the California Family School Partnership Act, or any other applicable state or federal law.
O. The Employer shall have the right to cancel any approved PTO time upon at least forty-eight (48) hours advance notice if deemed reasonably necessary for staffing based solely on verifiable emergent patient care requirements. Employees not in a vacation status will be first utilized to maintain staffing regardless of seniority.
P. Individual requests for PTO shall not be unreasonably denied for any reason, including the time of the year, and every effort will be made to provide PTO as requested. The Employer shall have the right to approve or disapprove PTO requests. No Employee will be required to return to work from a scheduled vacation or other scheduled PTO unless emergency conditions so require.
Q. The number of Employees scheduled to be off work on PTO at any one time shall be determined by the Employer depending on staffing based on patient care requirements. Where two or more Employees concurrently request the same PTO dates or times, PTO shall be granted on the basis of seniority.
R. Scheduling PTO as Vacation: Employee seniority shall be utilized for two (2) choices of vacation time off but only one (1) choice may include a Major Holiday (as defined below). If the Employer approves a vacation that encompasses time off during a holiday this approval supersedes the holiday rotation requirements.
S. If an Employee voluntarily cancels a vacation request, the Employee must do so at least fourteen (14) days of the vacation. Under such circumstances, the vacation shift(s) will be granted to the next Employee who would have been eligible to have the vacation days off based on the formal PTO request process.
T. Employees shall be solicited prior to February 15, of the year in order to determine preferences for vacation/PTO. Prior to April 15, the Employer shall advise all employees as to when their vacation/ PTO is scheduled and shall post the full twelve (12) month vacation/ PTO schedule in an accessible location.
U. Vacations/ PTO will, insofar as possible, be granted at times requested by employees (longer service employees being given preference as to choice based on department seniority). If employees have equal department seniority or classification, a higher continuous service date will prevail. For those employees choosing to split their vacation/ PTO into three (3) or more increments, seniority will apply only on the first (1st) and second (2nd) choice of vacation/ PTO increments in each anniversary year. All vacation/PTO request forms shall allow
the employee to indicate which requested vacation/ PTO period is his or her first ( $1^{\text {si) }}$ choice, which is his or her second (2nd) choice, and which is third (3rd) choice.
V. Vacation/ PTO requests may be submitted at any time of year. After the February 1 scheduling, requests will be considered on a first come, first serve basis. The Employer shall notify the employee of approval or denial of the request within two (2) weeks of the request being submitted.
W. Unscheduled PTO: Unscheduled PTO for illnesses or other unanticipated personal emergencies will require two (2) hours advance notification to the Employee's immediate Supervisor prior to the start of the shift for Employees on the day shift, and three hours advance notification for other shifts.
X. Notification is not required if the employee's own disability, or an emergency, makes it impossible to provide such notification. In such cases, the Employee will provide notice to the immediate Supervisor of the reason for such absence as soon as is reasonably possible.
Y. Failure to give notification may result in formal discipline.
Z. Donation of PTO, On approval of Human Resources, Employees may donate unused PTO hours to another Employee who has experienced an unforeseeable emergency as defined by the IRS. Employees must maintain a minimum PTO balance of forty (40) hours after the donation.

AA. Hardship Distribution. Subject to the approval of the Employer, Employees may receive a distribution from their PTO account to provide for an unforeseeable emergency as defined by the IRS. Distribution must comply with the guidelines issued by the IRS in Code $4572(\mathrm{~h})(4)$ and (5).

BB. PTO Cash-out

1. Employees may cash out PTO two times during the calendar year, consistent with Internal Revenue Service requirements and under the following guidelines:
a. The Employee's PTO account may not be reduced below eighty (80) hours after the cash-out.
b. The Employer will cash out during the first pay period of July and December any PTO elected by the Employee for cash out that has not been used.
2. Employees may elect PTO cash-out per calendar year as follows:
a. Employees between their first (1st) and fourth (4th) year(s) of employment - forty (40) hours.
b. Employees between their fifth (5th) and ninth (9th) year(s) of employment - eighty (80) hours.
c. Employees with ten (10) or more years of employment - one hundred twenty (120) hours.
3. PTO shall normally be paid on the regular pay check of the pay period in which the time off is taken. However, an Employee who is using at least five (5) PTO days may request an advance check for those days. The request must be received by the Payroll Department at least ten (10) days prior to the beginning of the PTO. The advance check is available in the Payroll Department on the day prior to the beginning of the time off.
CC. Extended Sick Leave Accruals


DD. ESL may be used under the following circumstances:

1. Unable to work due to injury or illness for seven (7) consecutive calendar days; or
2. One the first day of hospitalization; or
3. When placed in the status of "Observation Patient - overnight stay-23 hour hold"; or
4. Outpatient Surgery (including oral surgery) - on the first day with physician verification or recovery period; or
5. First day the employee receives Temporary Disability for a Worker's Compensation illness/injury; or
6. Relapse of a qualifying illness/injury.
7. Employees on an approved Family Leave are required to use PTO and ESL.

## ARTICLE 21: LEAVES OF ABSENCE

An Employee who is on an approved Physical Disability Leave of Absence will have his/her group health plan coverage continued during the leave, while the Employee is on paid status (PTO/ESL), at the level and under the conditions coverage 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 on paid status (PTO/ESL), 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.

## A. Medical Leave

1. Employees who have completed ninety (90) days of employment shall be eligible for 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 Employers.
2. In order to be eligible for medical leave, the Employee must provide the Employers' Human Resources department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the Employee is unable to perform his/her job duties due to the medical condition.
3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first ( $1^{\text {st }}$ ) 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.

## B. FMLA/CFRA

Employees continuously employed by the Employers for twelve (12) consecutive months and who have worked at least 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 parther.
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.
5. 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.

## C. 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.
D. Work-related Disability Leave

1. The Employers 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 Employers shall make every reasonable effort to assist the Employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety ( 90 ) days, return to the Employee's former position upon release for work, or retraining to an available position with the Employers, if the Employee is no longer able to perform the work of his/her former position.
3. An Employee 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 medicallydetermined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an Employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such Employee may be replaced.

## E. Voluntary Leaves for Disaster Services

## 1. Policy Statement

When a significant disaster occurs, the Employers are 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 Employers' Chief Executive Officer or designee. Voluntary leave for disaster service by Employees will only be approved if such leave does not unduly impact the Employers' 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) or a designated agency.

## 3. Employers-Initiated Requests for Voluntary Disaster Service

In cases where the Employers request 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 Employers' 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 Employers-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



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 Employers.

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 Employersinitiated request shall be covered by the provisions of the Employers' National Travel Policy.
4. Employee-Initiated Requests for Volunteer Disaster Service.

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

Any Employee will be considered eligible unless such Employee has a documented record of current unsatisfactory job performance.
b. Procedures

Written application for leave for voluntary disaster service for up to thirty (30) calendar days in a calendar year may be approved by the Employee's manager. Requests for voluntary service greater than thirty (30) calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

The Employers 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 Employers receive reasonable notice, provided that the number of Employees absent for voluntary disaster service does not unduly impact the


#### Abstract

Employers' operations. In the case where represented Employee's request for voluntary leave for disaster seryice exceed 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 Employers 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 Employers, 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.

## F. Union Leave

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

Upon written notice from the Union to the Employers' 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.
G. 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 from deployment.

## H. 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 Employers 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.

## I. Optional Unpaid Leave

Employees have the option of using forty (40) hours per year of unpaid leave in addition to PTO. This is in addition to the option to use unpaid leave for Holidays. The Employee must use the same notice requirements for unpaid leave as used for PTO, except when being used when the Employer flexes the Employee, in which case the Employee may choose to take unpaid leave without notice.

## J. Return to Duty

Unless otherwise specified above, when an Employee returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an Employee shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the Employee returns in compliance with the approved terms of the leave, the Employers will use their 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 Employers.

## L. Non-forfeiture of Accrued Rights

By reason of such leave of absence, the Employee shall not lose any accrued rights under this Agreement but likewise he/she shall not accrue rights under this Agreement, unless otherwise provided for above.
M. Failure to Return from Leave

Any Employee who does not return to work on the due date may be disciplined, and an Employee who does not return to work within three (3) days of the due date will be terminated as of that date, unless an extension of the leave of absence has been requested in writing by the Employee and granted in writing by the Employer, prior to the return due date. If the Employer denies an extension, the Employee must return to work as of the original date authorized, unless the Employer acted unreasonably in denying such request. In the event of emergent circumstances, where the Employee could not return to work (i.e. auto accident, emergency hospitalization) and the Employee requested an extension in timely fashion, an extension of the leave may be granted and not unreasonably denied.
N. Concurrent Leaves

Except as otherwise required by law, if a condition or reason for leave entitles an Employee to more than one type of leave under this Article, such leaves shall run concurrently.

ARTICLE 22: WITNESS PAY


ARTICLE 23: BEREAVEMENT

## A. Definition of Family

Except as set forth herein, "immediate family" for purposes of this section means spouse, children, sister, brother, parents, legal guardians, current parents-in-law, grandparents, grandchildren, registered domestic partner (their parents and children), step relative (parent, child, sibling), and foster children.
B. Paid Time Off

When a member of the Employee's immediate family dies, the employer will grant the Employee bereavement leave with full pay up to forty (40) hours for Full-Time and Part-Time Employees, provided the Employee takes such leave within a rcasonable time thereafter, not to exceed thirty (30) days (unless circumstances warrant longer on which case an extension will be granted by mutual consent). No Employee shall be charged with any absence which may
result in discipline under the employer attendance policy for attending the funeral of a member of the Employee's immediate family. In addition, if more time is needed the Employee may request PTO or unpaid time to plan, travel, make arrangements or other funeral related activities. Such request will not be unreasonably denied.
C. Additional Leave Without Pay

In 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.

## ARTICLE 24: HOLIDAYS

A. The Employer will recognize the following holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

Holidays listed will be observed on the dates provided by federal legislation.
In addition, Employees may request and will be granted one (1) holiday of their choice per year, other than the holidays listed above, as PTO, provided the Employer is able to schedule such absence without adversely affecting patient care.

Pay for Holidays Worked: If an Employee in any status works a recognized holiday, the Employee shall receive pay at one and one-half ( $11 / 2$ ) times the Employee's straight time rate of pay for all hours worked on such holiday provided the Employee has worked the scheduled shifts of work immediately before and after the holiday. Only one shift at such premium rate will be paid for each observed holiday, except that customary overtime provisions may apply to hours worked in excess of scheduled shifts or over forty (40) hours in a week. In the event an Employee is precluded from working his/her regularly scheduled shift, including on a holiday, due to a closure of his/her department, they will not be required to take PTO. If additional days off are provided as a result of closure of their department, PTO usage shall be at the discretion of the Employee.
4. Employees assigned to the night shift will be required to work the majority of the shift on a holiday in order to receive the holiday worked premium.
5. Employees working a twelve (12) hour shift will receive holiday pay for the shift they work with the majority of the hours falling during the observed holiday.

The Employer may schedule Employees to work on holidays according to required patient care needs. All Employees will normally be guaranteed at least two (2) minor holidays off duty on an equitable basis from amongst the holidays of Martin Luther King Jr. Birthday, Memorial Day, Independence Day and Labor Day unless the Employee wishes to work a greater number of holidays. Each Employee will normally receive at least two (2) Major Holidays off between and including Thanksgiving and New Year's Day, and Christmas.

If an Employee voluntarily cancels a holiday request, the Employee must do so at least fourteen (14) days prior to the holiday. Under such circumstances the holiday slot will be granted to the next Employee on the holiday list.

## ARTICLE 25: HEALTH INSURANCE

## A. General Provisions


2. LDA Coverage (other than Registered Domestic Partner who will remain eligible for the medical, dental and vision plans), for currently identified Legally Domiciled Adults ("Grandfathered LDAs"), shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the Employee's Federal Income Tax, and can provide periodic proof of their tax dependent qualification. LDAs who reach age 65 will be terminated from coverage as of the last day of the month in which he/she turns age 65. The LDA coverage option has ceased (except for Registered Domestic Partners).

D. Medical Benefits

The Employers have provided and will continue to provide a fully Employer paid health plan for all current Regular benefit eligible employees and their qualified dependents. This health plan or plans will be provided as stated herein.

Effective upon ratification the Employers will continue to offer the same fully Employer paid Blue Shield HMO plan in effect on June 1, 2017 on the same terms and conditions as this plan is currently provided, and with benefit levels that meet or exceed that of the current plan. The Employers will continue to offer this plan through December 31, 2017.


Outpatient surgery performed at a free-standing ambulatory surgery center;
Outpatient surgery performed in a hospital or affiliated ambulatory surgery center;
Outpatient services for treatment of ilness or injury and necessary supplies;
Radiological and nuclear imaging (CT scans, MRI's, PET scans);
Inpatient physician services; and

## Inpatient non-emergency facility services.

However, should Verity or a Verity Preferred Partner provide additional services not included in the list above, those services will be added to the list and will be subject to the $20 \%$ co-insurance applicable to Verity EPO Tier 2. Should Verity or a Verity Preferred Partner provide additional services not included in the list above, these additional services to the Verity EPO Tier 1 and corresponding Verity Tier Medical Benefits will be communicated/implemented on an annual basis.

The Claims Administrator will apply the Tier 1 charges when the employee: (i) receives services by a Verity Health Provider; (ii) receives services by a BlueShield PPO Network provider because the service was not available at the employee's designated Verity Health Facility; or (iii) employec or the employcc's dependent does not live within the thirty-five (35) mile radius of a Verity Health Facility.

Verity will honor employees' and qualified dependents' coordination of benefits.
The Vcrity EPO Tier 1 and Tier 2 plans, which will replace the BlueShield HMO, must have qualities that meet or exceed the qualities of the BlueShield HMO that it is replacing. Such qualities must include, but are not limited to, choice of doctors on the BlucShield PPO. Network and services, and as otherwise stated herein. The radius for the Verity EPO Verity Tier 1 services will be thirty-five (35) milcs measured from employees' residential zip code to the Verity facility zip code, and with a "Special Transportation Exception." Every year, the Employers will provide a list of zip codes which reflcet which employees (and their covered dependents) fall within the thirty-five (35) mile radius.

If there is no Verity facility within the thirty-five (35) mile radius or the Special Transportation Fxception applies, the employee may go to any facility within the BlueShield PPO Network. The Special Transportation Exception means that no employee and/or any qualified dependent seeking services or treatment will be required to travel to another geographic location that under normal, non-circuitous driving circumstances, would require travel across a bridge (for example, without limitation, from Oakland to San Francisco, or from San Rafael to Richmond). Every year, a list of zip codes which reflect the areas that qualify for the Special Transportation Exception shall be released at open enrollment.

If there is no Verity facility within thirly-five (35) miles of where the employee or the employee's qualified dependent resides, or the needed service or treatment is not available at a Verity facility, including those with the Special Transportation Exception, the employee or the employee's qualified dependent may go to any facility within the BlueShield PPO network, at the same cost structure as the Verity EPO Tier 1.

As of January 1, 2017, the "Wellness Assessment" required of certain employees and their qualified dependents will no longer be required.

It is the intent of the Employers to provide a health plan that will ensure the privacy of employees under the plans. If any employee has a privacy concern related to a service and/or procedure that would be performed by the employee's own department at a Verity facility or a concern about continuity or disruption of care or if the employee's physician does not have admitting privileges at Verity facility, the Employers' Benefits Services Manager will not unreasonably deny any request to receive such services and/or procedures at an alternative facility in the Verity/Blue Shield PPO network. Such request must be made directly to the Benefits Services Manager at least five (5) business days prior to the procedure.

## E. Dental Plans

The Employers will provide a Delta Dental Basic Plan, or its equivalent, fully paid by the Employer for the employee and his/her dependents (including spouse, registered domestic partner and children). The Employers will maintain the PPO Dental plan, if any, on the same terms as currently provided to employees.

## F. Vision Plan

The Employers will provide the Vision Service Plan (VSP), or its equivalent, fully paid by the Employers for the employee and his/her dependents (including spouse, registered domestic partner and children).

The Employers will offer a voluntary VSP Premier Buy-up option. Any employee electing this Buy-up option will pay the difference between the Buy-up and the standard VSP option.

## G. Voluntary Short Term Disability Plan

The Employers will offer a voluntary Short Term Disability Plan option on an employee paid basis.

## H. Voluntary Long Term Care Plan

The Employers will offer a voluntary Long Term Care Plan option on an employee paid

## ARTICLE 26: GROUP INSURANCE

A.


1. Base pay is defined as the Employee's hourly base rate times his or her
regularly scheduled hours per pay period times the number of pay periods per year.
2. The coverage will be effective on the first day of the month following completion of thirty (30) calendar days of continuous employment as a Regular Full-Time or Regular Part-Time Employee. However, when a Temporary Employee is reclassified to Regular Full-Time or Regular PartTime status, coverage will be effective the first day of the month following such reclassification.
3. The Employers will pay the full cost of premiums for group life insurance for each eligible Employee who qualifies for non-smoker rates. Employees who do not qualify for non-smoker rates will be required to pay the additional cost, if any, of premums above the non-smoker rates.
4. Employees may also continue to purchase additional life insurance as well as dependent life for spouse and child(ren) at group rates.
B.


## ARTICLE 27: PHYSICAL EXAMINATIONS

All physical examinations required of Employees in connection with their employment, according to the practice of the Employers, shall be given without charge, and all costs incident to those examinations shall be borne by the Employers. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the Employers 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 Employers by the physician or nurse practitioner concerning the results of such physical examination shall be limited to certification that the Employee is physically able to perform the essential functions of his or her job.

## ARTICLE 28: RETIREMENT

A. Until the effective date of the transactions contemplated by the System Restructuring and Support Agreement by and among Daughters of Charity Health System ("DCHS") and other parties thereto, dated as of July 17, 2015 (the "Effective Date"), the existing retirement plans shall continue as provided for by the predecessor collective bargaining agreement (the "CBA").
B. As of and following the Effective Date, during the term of this CBA, Verity Health System, Inc. (formcrly known as DCHS) will operate the Verity Health System Retirement Plan (formerly known as the Daughters of Charity Health

System Retirement Plan) (the "Plan") as a retirement plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") as well as the Internal Revenue Code ("Code"). As of and following the Effective Date, during the term of this CBA, Verity Health System will take all necessary steps to comply with all laws and regulations applicable to the Plan, including but not limited to (1) administering and funding such Plan in accordance with ERISA, (2) making application to the Pension Benefit Guaranty Corporation ("PBGC") under the PBGC insurance program, and (3) making all contributions necessary to satisfy the funding and PBGC premium requirements of ERISA and the Code.
C. Thereafter, during the term of this CBA, Verity Health System will continue to maintain and operate the Plan and/or any successor plan in compliance with applicable laws and regulations. In the event that Verity Health System decides, in the best interests of the System, to merge the Plan into the existing multiemployer pension plan, the Retirement Plan for Hospital Employees ("RPHE"), the Union will support the merger of the Plan into the RPHE, provided that such merger is effectuated in accordance with all applicable laws and regulations.
D. As of and following the Effective Date, Verity Health System will, during the term of this CBA, continue to be a participating employer in the Retirement Plan for Hospital Employees ("RPHE") on the same terms and conditions applicable to DCHS prior to the Effective Date.
E. Also as of and following the Effective Date, during the term of this CBA, Verity Health System will operate the Verity Health System Supplemental Retirement Plan (401(a)) (formerly known as the Daughters of Charity Health System Supplemental Retirement Plan (401(a))), the Verity Health System Retirement Plan Account (formerly known as the Daughters of Charity Health System Retirement Plan Account) and any other applicable defined contribution plan (the "Defined Contribution Plans") and the Employer-Sponsored 403(b) Plan in accordance with Title I of ERISA and any applicable provisions of the Code, and shall continue to operate the Defined Contribution Plans and the EmployerSponsored 403(b) Plan in compliance with all other applicable laws and regulations. Thereafter, during the term of this CBA, Verity Health System will continue to maintain the Defined Contribution Plans and the Employer-Sponsored 403(b) Plan as provided for by the predecessor CBA (to the extent such provisions in the predecessor CBA do not conflict with the provisions herein), including but not limited to making at least the same levels of employer contributions provided for by that CBA.
F. Pension [THE EXISTING PLAN WILL BE CONTINUED FOR ALL EMPLOYEES ON THE SAME TERMS].

1. At St. Vincent Only: St. Vincent Employees will continue in their current Retirement Plan which became effective March 1, 2011.
2. At Saint Lotise, $\boldsymbol{O}^{\prime}$ Conthor and St. Francis:
a.

3. At All Facilities:

Employees hired after the RPA Effective Date under this Agreement, shall receive the following contributions pursuant to the following schedule:

4.

For the Daughters of Charity Retirement Plan Only:
a. The Employer will adopt a revised funding policy for the DCHS Retirement plan, based on a ten (10) year amortization schedule. The initial unfunded liability determined as of the January 1, 2012, actuarial valuation will be amortized over a ten (10) year fixed period. Annual changes in unfunded liability due to such factors as market changes, demographic experience or changes in assumptions will be amortized over a seven (7) year period following the valuation year in which they are recognized.
b. The Employer agrees to maintain this funding policy through the
life of the Agreement once adopted. The Employer shall meet the obligations of the funding policy by contributing funds required by said policy in the year in which they come due. In the case an event or actuarial change occurs, such as a failure to meet investment assumptions in effect at the time of execution of this agreement, the Employer shall notify the Union and meet and confer over a contribution schedule that meets the contribution obligations as promptly as reasonably possible.
c. On an annual basis, the Employer shall, within ninety (90) days of receiving a written request, provide the Union with the annual DCHS Retirement Plan valuation.
d. Beginning on January 1, 2013, and annually thereafter, the Employer shall provide each bargaining unit participant an Annual Funding Notice for the DCHS Retirement Plan.
e. If the Daughters of Charity Health System adopts a Defined Contribution retirement plan that is different from that which is adopted pursuant to this Article, such new Defined Contribution retirement plan will also be offered to bargaining unit members.
5. 403(b) Plan


## ARTICLE 29: CAREER OPPORTUNITIES AND TUITION ASSISTANCE

A. The Employers agree 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 Employers.
B. The Employers will provide the following educational opportunities:

1. Tuition Assistance: The Employers 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:
a. Eligibility: All Regular Full-Time and Regular Part-Time Employees who have completed the probationary period and who maintain their status while taking such courses are eligible for Tuition Assistance.
b.

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

## ARTICLE 30: COMMITTEES

## Team Care, Collaborative Problem Solving and Leadership

A goal of this Agreement is to foster shared success through developing and empowering models of team-based care. Each hospital will develop organization plans to support team based care.

## Joint Labor-Management Committees

A. Composition and Purpose

1. The Parties will work together to develop joint committee(s) between management and Carcgivers to address, discuss, and improve upon the operational functioning of the hospitals. The concept of joint committec(s) shall include opportunities for Caregivers to participate in leadership roles in workplace matters and improve the quality of care.
2. There shall be a Joint Labor Management Committee of no more than six (6) representatives appointed by the Employer and six (6) representatives appointed by the Union. In addition, one (1) Union field representative and one (1) representative of the Employer's Human Resources Department shall also be part of the JLMC and may attend all meetings of the JLMC. The parties shall advise each other in writing of appointments to the Committee. On written notice to the other, the Employees and Employer Administration may change their representatives on the Committee from time to time. The Joint Labor-Management Commiltee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties in order to improve performance, to achieve the objectives of the organization, and to improve the work lives of Employees.
3. 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 Hospital;
d. Identifying creative retention programs such as one that contemplates the identification of transferable skills of Employees to work in 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, 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. Monitoring the quality of patient services and making recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient services delivery.
4. 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.
5. 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 that could result in more effective and efficient utilization of the health plan by Employees and their dependents.

## B. 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.
C. Frequency of Meetings

Meetings of the Committee shall be no longer than four (4) hours and shall be held once every month except by mutual agreement.
D. 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 31, 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 31, Grievance and Arbitration.
E. 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 its obligation, under the general duty clause, to provide a safe environment for Employees.
2. Reporting Health Hazards by Employee

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 its 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 Article shall not be subject to Article 31, 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 its obligation to meet with the Union under this section shall be arbitrable.
5. The Union shall address Health and Safety Issues through the Joint LaborManagement Committee.

## 6. In-Service

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

## 7. 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 needlesticks 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 needlestick or cut, as described.

## F. Patient Care Committee

## 1. Quality Patient Care

The Employers 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. Each of the Employers will establish a committee comprised of six (6) bargaining unit Employees selected by the Union and six (6) representatives of the Employer selected by the Employer. In addition to the six (6) from each side, both the Union representatives and the Human Resource representatives may participate in Patient Care Committee meetings. The parties may mutually agree to expand the number of representatives to this committee as the need may arise.

## 2. Purpose

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

## 3. Meetings

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

## G. Resolution of Staffing 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 SEIU and two (2) by the Employer. 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 (4) members of the Committee.

## 2. Recommendation Implementation Process

Recommendations, both those approved by the Joint Labor Management Committee and through the Review Committee, will be forwarded to the appropriate Administrative Director of the Hospital 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 a 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.

Unless the parties agree otherwise, the third party neutral shall be selected by alternative striking (first strike determined by lot) from one (1) of the following seven (7) persons:

Matthew Goldberg<br>Robert Hirsch<br>Barry Winograd<br>Andrea Knapp<br>Richard Kagen<br>John Kagel<br>Frank Silver

## 4. 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.

## ARTICLE 31: GRIEVANCE AND ARBITRATION

A $_{t}$ Definitions. In this Article the following definitions apply:

1. Definition of Grievance. Grievance means a dispute raised by an Employee, the Union or the Employers 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 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.
3. Limitation on Precedents. Settlements reached with Shop Stewards in

Step I 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 Employers.
B. Informal Resolution or the Initiating of a Grievance. The Employers 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 Employers may designate and attempt to settle the matter.

1. The Union must initiate the grievance procedure by completing and delivering a grievance form to the Vice President 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.
2. A meeting to resolve the grievance shall take place within fourteen (14) days after the filing of the grievance.
3. 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 Vice President of Human Resources or designee will respond in writing within fourteen (14) days of the meeting.
C. Timeliness/Failure to Meet Grievance Timelines. If the Employers do not timely respond to a Union or an Employee grievance, the grievance shall automatically move to the next step.
D. Employers Grievances. Employers 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 Employers' 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 Employers 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 (G) (1) below.
E. Union Participation. A representative of the Union, designated by the Union, has the right to prompt notice from the Employers 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.
F. 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.

## G. 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 Vice President of Human Resources or designee.
2. Selection of Arbitrator. The Parties will select an Arbitrator within seven (7) days of notice of intent to arbitrate. The parties will select an Arbitrator by alternately striking a name from the following list of Arbitrators:
Matthew Goldberg
Robert Hirsch
Barry Winograd
Andrea Knapp
Richard Kagen
John Kagel
Frank Silver

The order of striking will be determined by the winner of a coin toss.
3. Arbitration Hearing and Decision. The Arbitrator shall hear the submitted grievances as expeditiously as possible, and shall render a decision in writing within fourteen (14) days after the conclusion of the last hearing or submission of briefs, whichever is later.
4. Arbitration Fees and Costs. The fees and expenses of the Arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the Arbitrator, shall be shared jointly by the parties, except in the case of a postponement that results in the cancellation of an arbitration date. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.
5. Arbitration postponements and cancellations. Either party has the right to one (1) postponement of a case. If the postponement results in a cancellation fee to the Arbitrator, the proposing party shall pay the Arbitrator's cancellation fee, unless a date is substituted at no additional
cost.
6. Arbitrator's Authority. The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the Arbitrator's decision will be final and binding upon all parties concerned.
7. Processing Grievances in Good Faith. Consistent with the Preamble of this Agreement, the parties agree that it is in everyone's best interests to address grievances in a timely, professional and ethical manner. With respect to a particular complaint or grievance of an Employee concerning the interpretation or application of this Agreement the Field Representative of the Union or Shop Steward may inspect relevant material in the Employee's personnel file upon which the Employers are or 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 Employers are 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 Employers 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 doing.

## ARTICLE 32: DISCIPLINE AND DISCHARGE

## A. Just Cause

The Employers may only discipline or terminate any Employee for just cause.

## B. Progressive Discipline

Unless circumstances warrant severe actions, the Employers will utilize a system of progressive discipline. Progressive steps shall include verbal counseling, and/or warnings, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. Except where prohibited by law, if after a one (1) year period of time following the issuance of discipline, there has been no discipline of a similar nature the disciplinary notice will be removed from
the Employee's record upon request from the Employee. Time spent on a leave of absence does not count toward the time frame to remove discipline from an Employee's file.

## C. Investigatory Suspension

No Employee shall be held in unpaid investigatory suspension or unpaid administrative leave status for more than seven (7) calendar days.
D. Written Disciplinary Action

A written warning is a document designated as such by the Employers. 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 warming. A Union grievance contesting a written warning shall be subject to the requirements of Article 31, Grievance and Arbitration,
E. Disciplinary Notices, Rebuttal, and Inspection of Personnel Files

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

## F. Weingarten Rights

The following holding of the United States Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the Employers 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 Employers will notify the Employee of their right to Union representation prior to any investigatory interview where the Employers reasonably believe 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 33: FIELD REPRESENTATIVES' VISITS AND SHOP STEWARDS

## A. Field Representatives' Visits

Duly authorized Union Field Representative 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 Employers' operations or the work of any Employee. The Union Field Representative shall advise the Vice President 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 grievance, discipline and other matters.

1. The Union shall provide the Employers with a written list of Union Stewards after their designation, and shall notify the Employers 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 (1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances at Step 1 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 nonworking 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 Employers. 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 Employers or any other Employee.
5. The Employers' 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 Employers at the time the meeting is set.
6. Upon advance written request and subject to staffing and scheduling needs, the Employers 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 Employers shall continue to exercise good faith efforts to release duly recognized Shop Stewards to leave their normal work to attend the monthly Shop Steward meeting. No more than four (4) hours of such release time per month will be allowed. Stewards not scheduled to work will not receive any pay for attendance at such meeting. The paid time spent at monthly steward meetings will not count towards overtime calculations. Within thirty (30) days of the ratification of the contract, the Union will provide to the Employers a schedule of the Union Steward's Council's regularly scheduled meetings, 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 eight (8) stewards at Saint Louise, and ten (10) at O'Conner.
8. Shop Stewards will be permitted to leave their normal work to attend the monthly Shop Steward meeting. No more than eighty (80) hours quarterly in the aggregate, of such paid time will be allowed. Stewards not scheduled to work will not receive any pay for attendance at such meetings. Time spent at monthly Shop Steward meetings will not be used to compute overtime. In departments with multiple Stewards and patient care needs, the Stewards will determine a rotation for attendance if warranted.
9. Time spent attending arbitration hearings by Shop Stewards, grievants and witnesses called by the Union shall be unpaid.

## C. Union Healthcare Leaders: Shop Stewards

1. The Union will notify the hospital of bargaining unit Employees designated by the Union as Union healthcare leaders, i.e. Shop Stewards.
2. Within the workplace, the role of Union healthcare leaders/Shop Stewards shall be to (a) promote participation by Employees in health and wellness


#### Abstract

initiatives, and (b) promote Employee participation in practices designed to improve Employee health and quality healithcare measures, including


 but not limited to infection control practices within the hospital.3. Effective January 1, 2016, the employer agrees to grant up to six (6) hours of paid release time per quarter, for a maximum of three (3) healthcare leaders/Shop Stewards, to be scheduled by mutual agreement between the Union and the employer for the purpose of providing training to the Union healthcare leaders/Shop Stewards on relevant issues and practices, Such paid release time will not be counted as hours worked for purposes of calculating overtime.
4. Upon advance request by the Union healthcare leaders/Shop Stewards, and subject to the approval of the hospital through its appropriate supervisors, these Employees will be allowed time to address relevant and appropriate topics in such forums as (a) regular or special departmental meetings, (b) one-on-one meetings with individual Employees in their department or area, or (c) other meetings as may be mutually agreed. It is understood that any such activities which occur during working time will be scheduled in such a way that patient care and operations will not be adversely affected, and with the approval of the Employee's supervisor. It is further agreed that any such participation shall be limited to the topics of promoting health objectives as outlined in subsection C. 2 above, and shall not be used for other purposes unrelated to these goals.

## D. Employee Representatives to Union Negotiation Committee

Upon proper advance notice, the Employers 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 five (5) such Employees per facility who miss time worked from their regular work schedule due to attending negotiating sessions including caucuses shall be paid by the Employers 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 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 34: 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 $8(\mathrm{~g})$ notice; its activity is limited to such picketing; and if the Union's $8(\mathrm{~g})$ notice and other communications clearly say that its activity will be limited to such picketing.

## ARTICLE 35: CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operation in whole or in part, the Employers shall comply with the following. This article shall not apply to subcontracting or outsourcing of a department or service. In that event, Article 6 shall apply.
A. Notification

The Employers shall notify the Union in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required.
B. Successor

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

## C. Conditions and Liabilities

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

## ARTICLE 36: SEVERABILITY AND 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 Employers and the Union shall meet for the purpose of considering lawful substitute provisions.

## ARTICLE 37: ORGANIZING RIGHTS

The Employers 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.

## Section 1 -Statement of Philosonhy

The Employers 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 Employers also support 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.

## Section 2 - 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.

## Section 3 - 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.

## At Saint Francis only:

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;
6. All Business Office clerical Employees;
7. All skilled maintenance 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.

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

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

The Employers agree 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 SEIU-UHW 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.

## Section 4-Code of Conduct

1. Employees shall be entitled to make a decision regarding Union representation free from coercion, intimidation, promises, or threats.
2. The Employers 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 Employers 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 Employers agree 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 Employer 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.

## Section 5 -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 38: TERM OF AGREEMENT

This Agreement shall be effective as of November 1,2018, and shall remain in effect until October 31, 2021. November 1 shall be the anniversary date of this Agreement.

| United Healthcare Workers-West, SEIU-UHW | Verity Health System |
| :---: | :---: |
| Date: | Date: |
| By: $\qquad$ | By: $\qquad$ <br> Steve Sharrer, Chief Human Resources |
| Stan Lyles, Vice President | and St. Francis Medical Center |
| $B y:$ $\qquad$ Greg Pullman, Chief of Staff |  |
| $\mathrm{By}:$ $\qquad$ Director |  |

Bargaining Team Members


|  |  |
| :--- | :--- |
| Lydia Reyes <br> St. Lourise <br> Bargaining Committee Member |  |
|  |  |
| Estrella Sanehez <br> Q'Conner <br> Bargaining Committee Member |  |
|  |  |
| Policarpo Trejo <br> St. Vincent <br> Bargaining Committee Member |  |

## Appendix A: Cope Check Off Form

| Sbluelfy Committee on Polifical Dducation-COPD |  |
| :---: | :---: |
| - $\$ 5$ per month $\quad$ $\$ 10$ per month $\quad$ $\$ \ldots$ per month | In order to build political power for healthcare workers and make healthcare a priority for public officials. I hereby authorize SEIU United Healthcare WorkersWest to file this payroll deduction with my employer and for my employer to forward the amount specified as a voluntary contribution to SEIU COPE and to transfer such funds to SEIU United Healthcare Workers-West. This authorization shall remain in full force and effect until revoked in writing by me. This authorization is voluntarily made on my specific understanding that: <br> I am not required to sign this form or make COPE contributions as a condition of my employment or membership in the Union; <br> - I may refuse to contribute without any reprisal; - Only Union members and executive/ administrative staff who are U.S. citizens are eligible to contribute to SEIU COPE; <br> The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear or favor or discharge from the Union or my employer. <br> SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections. Contributions to SEIU COPE are not tax deductible for federal income tax purposes. <br> Signature <br> Date |
| First Name Middle |  |
| Last Name |  |
| Social Security Number |  |
| Employer |  |
| Job Title or Department |  |
| Phone Number |  |
| Cell Phone |  |
| Email |  |
|  |  |
|  |  |

## Appendix A

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Case 2:18-bk-20151-ER Doc 1202-6 Filed 01/03/19 Entered 01/03/19 16:45:05 Desc Exhibit 6 Page 97 of 127

SEIU-UHW Wage Scales For SFMC
Effective the first full pay period follo


Case 2:18-bk-20151-ER Doc 1202-6 Filed 01/03/19 Entered 01/03/19 16:45:05 Desc Exhibit 6 Page 102 of 127
SEIU-UHW Wage Scales For SVMC
Effective the first full pay period following November 1, 2018-3.0\%



Case 2:18-bk-20151-ER Doc 1202-6 Filed 01/03/19 Entered 01/03/19 16:45:05 Desc Exhibit 6 Page 117 of 127
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Case 2:18-bk-20151-FR Doc 1202-6 Filed 01/03/19 Entered 01/03/19 16:45:05 Desc Exhibit 6 Page 121 of 127
$\square$

## Exhibit 7

# Via Email (nsteinmeier@ifpte20.org) and U.S. Mail 

Nick Steinmeier
Senior Union Representative
Engineers \& Scientists of California Local 20, IFPTE AFL-CIO/CLC
810 Clay Street
Oakland, CA 94607

## Re: Proposal Re Disposition of CBAs

Dear Mr. Steinmeier:

Thank you for your time yesterday. Richard Adcock, Steven Sharrer and I appreciated meeting with you and your colleagues from Engineers and Scientists of California, IFPTE Local 20 ("Local 20"). As discussed, Dentons is counsel to Verity Health System of California, Inc. ("Verity") and several affiliates, including O'Connor Hospital ("OCH") and Saint Louise Regional Hospital ("SLRH" and, collectively referred to with OCH as the "Debtors"), in their bankruptcy cases currently pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "Court"), which commenced on August 31, 2018 (the "Petition Date").

This letter memorializes the proposal presented to you yesterday regarding the Collective Bargaining Agreement between SLRH and Local 20, which is effective May 1, 2017 through April 30, 2020 (the "SLRH CBA") and the Collective Bargaining Agreement between OCH and Local 20, which is effective May 1, 2017 through April 30, 2020 (the "OCH CBA" and collectively with the SLRH CBA the "Prepetition CBAs") effective upon the closing of the sale of SLRH and OCH. We urge you to discuss this proposal with your legal counsel.

As we discussed, the proposal is that the Debtors will need to terminate the CBAs because they will no longer own or operate the Hospitals and will shortly commence steps to do so by filing a motion in the Court to "reject" the CBAs pursuant to section 1113 of the Bankruptcy Code, 11 U.S.C. §101-1531, as amended (the "Proposal"). The necessity of the Proposal is supported by the following:

On October 1, 2018, the Debtors filed a Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Sale Procedures Motion") [Dkt. No. 365]. Attached as Exhibit A to the Sale Procedures Motion was the proposed Asset Purchase Agreement ("APA") to sell the Hospitals to Santa Clara County (the "County"). A copy of the Sale Procedures Motion and APA was served on Local 20 at that time.

On October 31, 2018, the Court, after a notice and hearing, entered an Order approving the Sale Procedures Motion (the "Sale Procedures Order") [Dkt. No. 725], which approved the County as the "stalking horse" purchaser for certain assets and liabilities of OCH and SLRH as set forth in more detail in the APA.

The Sale Procedures Order established a deadline of December 5, 2018 (the "Bid Deadline") whereby interested parties who met certain criteria (each an "Alternative Qualified Bidder") could submit bids to purchase the assets and liabilities of OCH, SLRH or both Debtors (each an "Alternative Qualified Bid"). After the Debtors undertook a thorough marketing process to sell in whole or in part the Hospitals, no Alternative Qualified Bidder (or any other bidder) has presented an Alternative Qualified Bid (or any other bid) by the Bid Deadline, nor has any party requested additional time within which to submit such a bid. So, at this time, besides the County, no party has expressed material interest in acquiring and operating the Hospitals.

Due to the absence of an Alternative Qualified Bidder, the Debtors will seek final approval of the APA at a hearing before the Court on December 19, 2018. Under the APA, the County does not seek to be bound by the terms of, or obligations under, the CBAs.

Because the APA is for the sale of all operations of OCH and SLRH, after the Sale closes (which we expect to occur at late February or March 2019), the Debtors will no
longer operate those Hospitals and, therefore, will have no further need for the Prepetition CBAs, and, as the County will only acquire the Hospitals free from the CBAs, aver that rejection of them is necessary to permit reorganization of the Debtors because the only bidder in a thorough marketing and auction process will not assume the CBAs. Our hope is that we may proceed consensually with Local 20 with respect to the rejection process and in determining and settling Local 20's right to rejection relief. The Debtors, of course, remain open to receive and consider all comments, concerns and proposals from you.

Please note that the Debtors reserve the right to amend, add, delete or modify this proposal.

Should you or legal counsel desire further information to communicate about this proposal, please feel free to contact me directly.

Thank you.

Sincerely,


Sam J. Alberts

## Exhibit 8

# COLLECTIVE BARGAINING AGREEMENT 

BETWEEN<br>ST. LOUISE REGIONAL HOSPITAL<br>AND<br>ENGINEERS AND SCIENTISTS OF CALIFORNIA IFPTE LOCAL 20

May 1, 2017 THROUGH April 30, 2020

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## ARTICLE 1

## RECOGNITION

Hospital hereby recognizes the Union as the exclusive representative of the Clinical Laboratory Scientists and Medical Laboratory Technicians covered by this Agreement. Hospital further recognizes the Union's right to bargain and act with respect to wages, hours and other terms and conditions of employment, insofar as it is consistent with the relevant provisions of the National Labor Relations Act, as amended.

All references to Daughters of Charity Health System or DCHS shall now be replaced with Verity Health System or Verity, unless such a change does not make sense.

ARTICLE 2
COVERAGE
Hospital recognizes the Union as the exclusive bargaining agent for all full-time, regular part-time, limited part-time, and Per Diem Clinical Laboratory Scientists, Lead Clinical Laboratory Scientists, and Medical Laboratory Technicians.

EXCLUDED: All other employees (professional employees, employees covered by other collective bargaining agreements, clerical employees, confidential employees, guards, managers and supervisors), as defined by the National Labor Relations Act.

## ARTICLE 3

## MANAGEMENT RIGHTS

Without limiting the generality of the foregoing, the rights and authority retained solely and exclusively by Hospital and not abridged by this Agreement include, but are not limited to, the rights to manage and direct its business and its personnel; to manage and control its department, buildings, facilities and operations including equipment and machinery; the security of the bargaining unit members, premises, facilities and property; the number of bargaining unit members, including the number of bargaining unit members assigned to any particular procedure or shift to meet medical and patient care standards, methods; the determination of whether, when, or where there is a job opening; the right to create, change, combine, and abolish jobs, departments and facilities in whole or in part including the number, Location, or types of facilities; the right to subcontract or to discontinue work for economic, medical, or operational reasons; the right to direct the work force, to determine the number of bargaining unit members needed, to hire, transfer, promote and maintain the discipline and efficiency of its bargaining unit members including reasonable standards of performance and whether any bargaining unit member meets such standards; the need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary bargaining unit members; the direction and supervision of all of the bargaining unit members; the utilization of registry and traveling bargaining unit members; the utilization of Hospital's premises, equipment, and facilities; to establish new training programs
and related performance expectations; to establish work standards and reasonable rules and regulations; and to specify or assign work requirements and overtime, and to schedule working hours and shifts.

## PROBATIONARY PERIOD

A. Probationary Period, as discussed in this section, shall apply to any employee hired after the date of ratification of this Agreement. 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 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.
C. The probationary period may be extended by an additional thirty (30) days. The Employer may extend the probationary period beyond the additional 30 days.
D. At the completion of the probationary period, seniority dates shall be from the Employee's most recent date of hire into a bargaining unit position by the Employer.

ARTICLE 4
MEMBERSHIP

## Section 1 MAINTENANCE OF MEMBERSHIP

A. All bargaining unit members covered by this Agreement who, on the effective date of this Agreement are members of the Union, or who become members of the Union subsequent to the effective date of thisAgreement, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.
B. Bargaining unit members who are requested to maintain membership and fail to do so shall, upon notice in writing from the Union to Hospital, be given thirty (30) days' notice of termination, or shall be allowed to resign with proper notice to Hospital.

## Section 2 AGENCY SHOP

Any bargaining unit member covered by this Agreement who, upon ratification of this Agreement, is not a member of the Union must pay a representative fee for the Union equivalent to the monthly dues required for membership (hereinafter, "representational fee") as a condition of employment.

## Section 3 NEW CLINICAL LABORATORY SCIENTIST NOTICE

At the time a new bargaining unit member, who will be subject to this Agreement, is hired, Hospital shall deliver to the new bargaining unit member a written notice stating that Hospital recognizes the Union as the exclusive representative of bargaining unit members covered by this Agreement, and shall quote or paraphrase this Section.

## Section 4 LIST OF COVERED CLINICAL LABORATORY SCIENTISTS

Upon execution of this Agreement, Hospital shall supply a list of all current bargaining unit members covered by this Agreement by name, social Security number, shift, date of hire, hourly pay rate and classification to the Union's office at 810 Clay Street, Oakland, CA 94607. Thereafter, Hospital shall supply the name, address, social security number, shift, date of hire, hourly pay rate and classification of all bargaining unit members covered by this Agreement hired or terminated during the preceding month, if there are no hires or terminations among bargaining unit members covered by this Agreement during a particular month, no list will be provided.

## Section 5 USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use bargaining unit member 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 bargaining unit member social security numbers confidential.

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

## Section 6 INDEMNIFICATION

The Union shall indemnify Hospital and hold Hospital harmless against any and all suits, claims, demands and liability that may arise out of the provisions of this Article.

## ARTICLE 5

## PAYROLL DEDUCTION OF UNION DUES AND LEAP

## Section 1 PAYROLLDEDUCTION

During, the life of this Agreement, Hospital will deduct the Union membership dues from the salary of each bargaining unit member who voluntarily agrees to such deductions, and who submits a standard written authorization to Hospital setting forth standard amounts to be deducted monthly. Said written authorization may be revoked by the bargaining unit member at any time upon the bargaining unit member delivering to Hospital written revocation of said authorization. Each month's deductions shall be made by Hospital and shall he remitted by Hospital to the Union.

Hospital agrees to implement dues increases pursuant to the dues cheek-off authorization of the Union, provided the Union has submitted an appropriate authorization for each bargaining unit member so affected and submits to Hospital a copy of the letter notifying the bargaining unit member of the dues increase.

## Section 2 DUES DEDUCTION INDEMNIFICATION

The bargaining unit members and the Union hereby indemnify Hospital and hold Hospital harmless against any and all suits, claims demands and liability that may arise out of or by any reason or any action that shall be taken by the bargaining unit member or the Union in connection with said dues deduction.

## Section 3 LEAP

Bargaining unit members can make contributions to the Union's Legislative Education and Action Program (L.E.A.P.) which is comprised of exclusively voluntary contributions, completely separate from Union dues monies, which can be used for legislative and political issues that impact Union membership. The Union will administer L.E.A.P. contributions by direction from bargaining unit members. It is understood by all parties that such contribution will be on an individual and. voluntary basis.

## ARTICLE 6

## NON-DISCRIMINATION

Neither Hospital nor the Union shall unlawfully discriminate against any bargaining unit member covered by this Agreement on account of age, sex, race, creed, color, national original, sexual orientation, or physical or mental disability. There shall be no unlawful discrimination by Hospital against any bargaining unit member covered by this Agreement on account of membership in, or activity on behalf of, the Union. Likewise, there shall be no discrimination by the Union against any bargaining unit member or applicant.

## ARTICLE 7

## CLASSIFICATIONS AND WAGES

Placement on the Wage Schedule will be based on years of experience as a Clinical Laboratory Scientist and/or Medical Laboratory Technician (MLT), when applicable.

Clinical Laboratory Scientist I: CLS with less than 4 years of experience as a CLS are classified as CLS I and his/her wage step will be determined on the number of years of experience.

Clinical Laboratory Scientist II: CLS with 4 or more years of experience as a CLS are classified as CLS II and his/her wage step will be determined on the number of years of experience in the classification.

Per Diem bargaining unit members are paid $15 \%$ of their classification straight time hourly rate "in lieu of benefits." The current in lieu benefits differentials are $15 \%$ higher than the base rate for employees. These differentials are over and above the straight time rates set for Regular Full-time and Regular Part-time employees in the Agreement. Such compensation differential for "in lieu of benefits" employees has been bargained for and is intended to cover all benefits including additional paid time off for sick leave or other reasons. The parties agree that the "in lieu benefits" pay provision does cover the paid sick leave provisions, as legislated under California Labor Code Section 245.5(a)(1). Any and all other rights an employee may be entitled to under Califomia Labor Code Sections 245-249 are hereby waived in exchange for this in lieu of pay differential.

Medical Laboratory Technician: The MLT's wage step will be deternined by the number of years of experience in the classification. The Use of MLTs will not reduce the status hours of benefitted CLS or cause a lay-off of benefitted CLS positions. The ratio of MLT to CLS shall be as required by state law. (17CCR Section 1032.5).

## CLS Lead and Specialist Lead:

1) Clinical Laboratory Lead:

- Minimum four years of laboratory experience
- Current California CLS (Clinical Laboratory Scientist) license required
- Specialty registration preferred
- Demonstrated ability to lead and be a resource to others

2) Clinical Specialist Lead: has an ASCP Specialist license or equivalent - or has substantial experience in ensuring a techinical department is inspection-ready and in presenting all appropriate documentation to inspectors.

There is no obligation that the Employers create or maintain the foregoing lead positions, and provided further that the employer retains the complete discretion and sale discretion to select individuals to serve in these positions. Decisions regarding the selection of individuals to serve as leads shall not be subject to the grievance and arbitration provision of this Agreement.

## Shift Charge Pay

The intent of Shift Charge Pay is that the bargaining unit member receiving the Shift Charge Pay would perform Clinical Laboratory Lead or Clinical Specialist Lead duties on a temporary or rotating basis. The Shift Charge shall be designated by management. A titled Lead or Specialist Lead does not qualify for this premium. The Employers will pay Shift Charge Pay at an amount of $\$ 2.50$ per hour over a bargaining unit member's base rate of pay.

## Section 2: Wages

Year 1: The Employers propose the following wage grid, which shall be implemented the first full pay period after ratification. It is a market adjustment.


Year 2: Effective the first full pay period following May 23, 2018, an across the board increase of $3 \%$ for all bargaining unit members.

Year 3: Effective the first full pay period following May 23, 2019, an across the board increase of $3 \%$ for all bargaining unit members.

## Section 3: Advancement

## Step Adyancement for CLS

CLS I-1
CLS I-2
CLS I-3
CLS I-4
CLS II-3
CLS II-4
CLS II-5
CLS II-6
after 1 year
after 2 years
after 3 years
after 4 years
after 5 years
after 6 years
after 10 years, or after 5 years at CLS IL- 5

## Advancement to CLS II

A CLS I who, after at least one year as a CLS I at Step 4 shall receive a competency evaluation, Upon receipt of a satisfactory competency evaluation, the member will be promoted to CLS II, Step 3. The competency evaluation shall review the members' knowledge, skill and technical ability related to the members' role. If the member receives a less than satisfactory competency evaluation, the member shall be informed of the basis of the denial for advancement to CLS II.

## MLT Advancement

The MLT shall advance on his or her anniversary, up to Step 4, which is top of scale, and thereafter shall have across the board advancement as negotiated.

## Per Diem Advancement

No Per Diem shall advance to the next step until the Per Diem has worked at least 400 hours at his/her current step. In no event shall the Per Diem member advance steps prior to his/her 12 month anniversary date.

## ARTICLE 8

## CLASSIFICATIONS

## Section 1 FULL-TIME DEFINED

A full-time bargaining unit member is one who is regularly scheduled to work at least eighty (80) hours within a bi-weekly period.

## Section 2 PART-TIME DEFINED

A regularly scheduled part-time bargaining unit member is one who is regularly scheduled to work a minimum of forty (40) hours but less than eighty (80) hours within a bi-weekly period.

## Section 3 LIMITED PART-TIME DEFINED

A limited part-time bargaining unit member is one who is regularly assigned a work schedule of less than 20 hours per week.

## Section 4 TEMPORARY DEFINED

A temporary bargaining unit member is one who is hired to work for a period of time which does not extend beyond six (6) consecutive calendar months. Any Temporary bargaining unit member who works continuously for over six ( 6 ) consecutive months shall be reclassified to a regular bargaining unit member status except when replacing another bargaining unit member who is on an approved leave.

## Section 5 PER DIEM DEFINED

A Per Diem bargaining unit member is one who is employed on an intermittent basis as required by Hospital.

## ARTICLE 9

## WEEKENDS

Working a weekend is defined as working on both Saturday and Sunday and, on the night shift, it shall be Friday and Saturday. No bargaining unit member shall be required to work more than three (3) consecutive weekends. If, due to emergency or operational circumstances, it becomes necessary for a bargaining unit member to work more than three (3) consecutive weekends, s/he shall be provided with two consecutive weekends off. Where mutually agreed to in writing, bargaining unit members may elect to work more consecutive weekends. This -article does not apply to bargaining unit members who are hired into or who bid into weekend positions, or positions that are posted as including more than every other weekend.

ARTICLE 10

## SHIFT DIFFERENTIALS

## Section 1 PMDIFFERENTIAL

Effective May 1, 2017 a differential of Four Dollars and Zero Cents (\$4.00) per hour shall be paid on top of a bargaining unit member's straight time hourly rate when scheduled and performing work on the PM shift defined as any shift on which the majority of hours fall between 3 pm and 11 pm .

## Section 2 NIGHT DIFFERENTIAL

Effective May 1, 2017, a differential of Eight Dollars and Zero Cents (\$8.00) per hour shall be paid on top of a bargaining unit member's straight time hourly tate when scheduled and performing work on the night shift defined as any shift on which the majority of hours fall between 11 pm and 7 am .

## Section 3 WEEKEND SHIFT DIFFERENTIAL

For all hours worked on weekend shifts the bargaining unit member will be paid an additional shift differential in the amount of Two Dollars and Zero Cents (\$2.00) per hour on top of his/her hourly rate and any applicable PM or night shift differential. For purposes of this section, a weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

## ARTICLE 11

OVERTIME

## Section 1 DAILY COMPENSATION

The following Overtime Premiums are available for all time worked in a work week, as defined above.

1. Time worked over eight (8) hours in a day shall be paid at time-and-one-half ( 1.5 x ) the bargaining unit member's regular rate of-pay.
2. All workin excess of eight (8) hours per day, forty (40) hours per week or eighty (80) hours per pay period shall be paid at the rate of one and one half times ( 1.5 x ) the regular rate of pay.
3. Work in excess of twelve (12) hours shall be compensated at the rate of two (2x) times the regular rate of pay.
4. Time worked on the 7th consecutive day in a work week shall be paid at time-and-one-ha lf ( 1.5 x ) the bargaining unit member's regular rate of pay for the first eight hours of work and two times ( 2 x ) the bargaining unit member's regular rate of pay for all hours after the first eight hours of work.

## Section 2 AUTHORIZATION OF OVERTIME

All overtime worked by a bargaining unit member shall be authorized in advance, unless it is not possible to secure authorization in advance due to the emergency of a situation. The bargaining unit member shall record the overtime on the day overtime is worked, the reasons therefore, and the supervisor authorizing the overtime (if any), on a record as specified by the Hospital.

## Section 3 REST BETWEEN SHIFTS

If a bargaining unit member does not have twelve (12) hours rest between shifts s/he works, sthe will receive tithe and one half (1-1/2) for all hours worked until twelve (12) hours have elapsed from the completion of her/his preceding shift worked. A bargaining unit member may waive the twelve (12) hours rest between shift to eight (8) hours rest between shifts provided that the bargaining unit member provides his/her supervisor with a written waiver. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph.

## Section 4 REPORTING PAY

A bargaining unit member who reports for a scheduled shift without notice that the shift has been canceled and is not provided with work for at least half of the scheduled hours shall be entitled to be paid for half the scheduled hours which in no case will be less than a minimum of two (2) hours.

## ARTICLE 12

STAND-BY AND CALL-BACK

## Section 1 STAND-BY

Stand-By Duty, Stand-By Duty is defined as a scheduled assignment for bargaining unit members to stand by and be available for work should the need arise. Any full-time regular or part-time regular bargaining unit member "on stand-by" shall receive one-half ( $1 / 2$ ) the straight time hourly rate of pay while said bargaining unit member is on stand-by. There is no guarantee for any hours to be worked by a bargaining unit member on stand-by. Stand-by pay on all holidays listed in this Agreement shall be at three-quarter (3/4) of the straight time hourly rate.

Section 2 CALL-BACK WHILE ON STAND-BY
A. Call-Back Defined, Call-Back is defined as a call to a bargaining unit member to return to work after the bargaining unit member has left the premises of the Hospital, and prior to the bargaining unit member's next scheduled shift. For purposes of this Article, the Hospital shall give notice by (1) reaching the bargaining unit member by telephone; or (2) attempting to reach the bargaining unit member by telephone and documenting the attempt, the date, time and the call, and the result of the attempt.
B. Premium Pay While On Stand-By. If a regular full-time or regular parttime bargaining unit member is called back to work while on stand-by, the bargaining unit member shall receive one and one-half ( $1-1 / 2$ ) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the compensation for being on stand-by, thereby providing double time for the time actually worked.
C. Premium Pay While Not on Stand-By. Regular full-time and regular parttime bargaining unit members who are called back to work after having left the Hospital premises will be guaranteed a minimum of-four (4) hours work or four (4) hours pay, Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate.

## ARTICLE 13

## EMERGENCY TELEPHONE CONSULTATION/CONSENT

When a bargaining unit member has sought all resources on-site, and sought consultation with management and/or supervisors in person or by telephone or e-mail, and after being authorized by his or her immediate supervisor, the bargaining unit member may call a person designated on the resource list with the appropriate technical expertise to respond to a technical-related issue that must be immediately addressed. The associate responding to the oall shall be paid in accordance with California State Wage and Hour Laws.

The person placing the call must document the reason.for the call on the form provided by Hospital.

## ARTICLE 14

## NO PYRAMIDING

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays.

## ARTICLE 15

## SCHEDULED WORKING HOURS

## Section 1 SCHEDULING

Hospital agrees to post a tentative working schedule of all bargaining unit mernbers who are regularly assigned shifts for the next four (4) weeks. The tentative working schedule will be posted in a conspicuous place at least fourteen (14) calendar days in advance of the date the four (4) week schedule is to begin. Any change to posted scheduled working hours (other than temporary staffing reductions) requires the agreement of the bargaining unit member except in unforeseen, emergent or unusual circumstances in which Hospital will give as much notice of the schedule change(s) as is possible under the circumstances. Hospital will make a reasonable effort to seek volunteers from among bargaining unit members present at the facility before imposing a schedule change during unforeseen, emergent or unusual circumstances.

## Section 2 SHIFT ASSIGNMENTS

If, due to emergency or operational circumstances, it becomes necessary to change a bargaining unit member's shift assignment temporarily, Hospital may introduce a shift rotation procedure that shall be applied by all qualified bargaining unit members at Hospital, taking turns based on rotational seniority starting with the least qualified bargaining unit member.

If, due to emergency or operational circumstances, it becomes necessary to change a bargaining unit member's shift assignment permanently, and if no regular bargaining unit member is
available for the shift change, the least senior regular bargaining unit member qualified to perform the available work will be assigned to that shift.

## Section 3 REST AND MEAL PERIODS

Each bargaining unit member shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. A bargaining unit member who misses one or more breaks during a shift shall be paid a penalty of one hour's pay, at the employee's straight time rate of pay, which includes shift differentials.

Bargaining unit members who work scheduled shifts of five (5) hours or more are entitled to a duty-free unpaid meal period or thirty (30) minutes. A bargaining unit member who misses his/her meal period shall be paid a penalty of one hour's pay, at the bargaining unit member's straight time rate of pay, which includes shift differentials.
"Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculated overtime.

## ARTICLE 16

## SCHEDULED WORKING HOURS OF PER DIEMS

1. Per Diem bargaining unit members shall submit their availability in writing (including days of the week, shifts and current phone number(s)) at least two (2) weeks prior to the posting of the next four (4) week schedule.
2. Minimum availability. Per Diem bargaining unit members must be available for a minimum of five (5) shifts of at least eight (8) hours for each four (4) week schedule. At least two (2) of the available five (5) shifts must be weekend shifts.
3. All Per Diem bargaining unit members are required to be available to work at least two (2) holidays per year, one (1) of which must be Thanksgiving, Christmas or New Year's Day.
4. Per Diem bargaining unit members have no guarantee of hours and use of such bargaining unit members shall be at the complete discretion of Hospital.
5. Failure to submit availability. A Per Diem bargaining unit member who fails to make himself or herself available for two (2) consecutive four (4) week schedules will be considered to have voluntarily resigned his/her employment.
6. Notice of Unavailability. If a Per Diem bargaining unit member desires to be unavailable for a period time not to exceed sixty (60) calendar days, the Per Diem bargaining unit member will submit the request in writing. If Hospital authorizes the period of unavailability, the provisions of paragraph 5 above will not apply during the period of time authorized by Hospital.

## ARTICLE 17

## PAID TIME OFF/EXTENDED LEAVE OF ABSENCE

## Paid Time OffProgram.

1. Eligibility and Coverage.
a. Paid Time Off Program shall apply only to regular full-time and regular part-time bargaining unit member. Limited part-time, temporary and per Diem, bargaining unit member are not eligible to participate in the PTO program. PTO hours accrue immediately upon employment in a regular full time position or regular-part-time position.
b. The PTO program is in addition to jury duty pay, paid educational leave, and bereavement leave.
2. Accumulation of Paid Time Off and ESL

## a. PTO Accumulation Schedule

Regular full-time bargaining unit member and regular part-time bargaining unit member shall accrue PTO in accordance with the schedule given below, based upon their continuous length of regular employment.

Each bargaining unit member shall have their PTO account credited with any PTO hours that were accumulated, but not taken, as of the date of ratification of this collective bargaining agreement. No Regular bargaining unit member shall lose any PTO hours accrued, but not taken.

For each two-week pay period, regular part-time associates shall accrue benefits available to a full-time associate on a pro-rated basis on actual hours worked.

From the 1st day of the described pay period through the pay period in which one year of continuous regular employment is completed.

| Continuous years of regular <br> employment | PTO Hours Accrued per Pay <br> Period | Days Per Year |
| :---: | :---: | :---: |
| $0-1$ year | 8.62 hrs | 28 |
| $2-4$ years | 10.16 | 33 |
| $5-9$ years | 11.39 | 37 |
| 10 and above years | 12.62 | 41 |

b. Extended Sick Leave Accumulation Schedule (ESL).

Regular full-time bargaining unit member and regular part-time bargaining unit member shall accrue ESL in accordance with-the schedule below:

| ESL Hours Accrued per Pay <br> Period for Full-Time CLS | Maximum ESL Per 12 months of continuous <br> employment |
| :---: | :--- |
| 1.85 hrs. |  |


| ESL Hours Accrued per Pay <br> Period for Part-Time CLS | Maximum ESL Per 12 months of continuous <br> employment |
| :---: | :--- |
| 0.925 hrs. |  |

There shall be a naximum cap or seven hundred twenty (720) hours on the amount of ESL that may be accumulated. Bargaining unit members who have in excess of seven hundred twenty (720) hours as of April 302014 shall be frozen at the amount of hours accrued as of dial date. A bargaining unit member with an ESL balance above the seven hundred twenty (720) hour, balance will not accrue additional ESL until such time that the bargaining unit member's balance falls below the seven hundred twenty (720) hour balance.
c. Unpaid. Absences.

If a Clinical Laboratory bargaining unit member is on unpaid status with the Employer (e.g, unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/ESL for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.
3. Scheduling and Use of PTO.
a. PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, personal illness 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 Clinical Laboratory bargaining unit member.

If the bargaining unit member has insufficient PTO to cover his/her absence of 3 days or less, those days will be without pay.

Requests for PTO regardless of seniority, will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual bargaining unit members will not be granted if the bargaining unit member still has PTO hours or ESL whichever applies exceptions are;
(1) A bargaining unit member can elect not to use PTO for a holiday scheduled off.
(2) A bargaining unit member oan elect not to use PTO for his/her own medical disability days preceding eligibility for ESL.
(3) A bargaining unit member can elect not to use PTO for a physical disability leave upon the exbaustion of ESL, and, to request instead an unpaid leave.
(4) Bargaining unit members who are on the Bargaining Team may elect not to use PTO to attend bargaining.
(5) PTO requests shall not be unreasonably denied because of the season of the year.
(6) Advance Requests for One Work Week or More of PTO bargaining unit members shall submit their PTO preference dates to their manager. Department managers may use yearly cut-off dates for bargaining unit members to submit their PTO requests. Requests for PTO should nomally be submitted no later than 30 days prior to requested dates.
(7) If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by bargaining unit members, then the bargaining unit member's seniority shall be the determining factor within each work area and classification.
(8) Other PTO Requests 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 cannot be granted, then seniority shall govern, subject to the following:
(a) Seniority will not govern if a less senior bargaining unit member's PTO request has already been approved.
(9) On approval of Human Resources, Clinical Laboratory bargaining unit members may donate unused PTO hours to another bargaining unit member who has experienced an
unforeseeable medical emergency as defined by the IRS. Laboratory Scientists must maintain a minimum PTO balance of eighty (80) hours after the donation.
(10) On approval of Human Resources, bargaining unit member may donate unused PTO hours to another employee who has experienced an unforeseeable emergency as defined by the IRS. Bargaining unit members must maintain a minimum PTO balance of forty (40) hours after the donation.

## 4. Use of ESL

a. ESL is to be used for absences from work that exceed three (3) consecutive workdays or five (5) calendar days, whichever is earlier, and that are necessary because of the bargaining unit member's own physical disability. If the bargaining unit member is hospitalized or has same day surgery at an outpatient surgery center or hospital, ESL may be used commencing with the first clay of hospitalization or same day surgery. Bargaining unit member may use a maximum of three (3) days of ESL each calendar year to attend to the illness of a bargaining unit member's child, parent, spouse or legally domiciled adult. A bargaining unit member must have completed one full year of employment as a regular bargaining unit member to be eligible to use ESL for the care of a family member as defined above. Guidelines covering ESL for a bargaining unit member's own illness apply to the use of ESL for family illness. A bargaining unit member can elect to use PTO for the three (3) or five (5) day waiting period. Appropriate documentation of the family member illness is required for a bargaining unit member to access ESL for the care of a family member.
b. Reasonable medical or other verification or information may be requested by the Employer regarding unplanned absences for the use of ESL. Such information or verification also may be required upon a bargaining unit member's return from an illness or injury, or if the Employer believes a question exists as to the bargaining unit member's ability to work.
c. $\mathrm{PTO} / \mathrm{ESL}$ is to be used in increments of eight (8) hours unless one of the following exists:
(1) Advance approval is obtained for less than eight (8) hours;
(2) The bargaining unit member's regular shift is greater or less than eight hours, in which case PTO/ESL hours equal to the shift shall be used; or,
(3) The bargaining unit member is eligible for State Disability or Worker's Compensation payments, in which case ESL shall be integrated to supplement such payments; or,
(4) An emergency requires the bargaining unit member's absence for less than a full shift, in which case the Employer may excuse the bargaining unit member from the full shift, with equivalent PTO/ESL hours being used, or it may require that the bargaining unit member report back to work.
d. PTO/BSL hours shall be paid at the straight-time rate in effect as of the date PTO/ESL is used (or cashed int, in the case of PTO) plus any shift differential/premium to which the Clinical Laboratory bargaining unit member may be entitled.
e. Upon termination from employment, bargaining unit member shall be paid for all accumulated PTO hours at the straight-time rate in effect plus any shift differential/premium to which the bargaining unit member may be entitled. There shall be no cash payoff of ESL hours.
f. Bargaining unit member has the option of using PTO hours for hours-of-Reduction-at-Staff (ROS).
g. If a bargaining unit member changes his/her status from regular full-time or regular part-time to per diem, all accrued unpaid PTO will be paid out by the pay period following the effective date of the status change.
h. In cases where a bargaining unit member is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the bargaining unit member shall apply for such benefits. To the extent that the disability payments do not equal the bargaining unit member's normal, wages, the bargaining unit member's ESL (or PTO if elected by the bargaining unit member, if applicable) shall he used in an amount sufficient to equal but not exceed the bargaining unit member's straight-time rate of pay and any shift differential for which the bargaining unit member may be entitled. Where ESL/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 are not immediately available.
i. If PTO is to be used for a leave, however, the bargaining unit member must use it immediately upon exhaustion of ESL and it must be used for consecutive workday(s) thereafter. Prior to the exhaustion of ESL the bargaining unit member must advise the Employer in writing of
his/her desire to use PTO. For purposes of this paragraph only, a leave is to be construed as a physical disability absence exceeding three (3) workdays or five (5) calendar days, unless the Clinical Laboratory bargaining unit member is hospitalized.
j. PTO/ESL can only be used on scheduled Workdays.
k. Upon one week's written notice from the batgaining unit member, the PTO pay for which the bargaining unit member is eligible for time off of two (2) weeks or longer shall be available to him/her immediately prior to the commencement of the bargaining unit member's time off period. Further, if the bargaining unit member PTO covers more than one pay period, there shall be separate checks for each pay period.
5. PTO Cash Out

PTO hours may be accrued to a maximum of 400 hours for the term of the collective bargaining agreement.

PTO may be "cashed out" as follows: bargaining unit member may irrevocably elect to cash out PTO two times during the calendar year under the following guidelines:
(1)

The bargaining unit member's PTO account may not be reduced below eighty ( 80 ) hours after cash out.
(2) The Employer will cash out during the first pay period of July and December, any PTO elected by the bargaining unit member for cash out that has not been used. A bargaining unit member must elect the number of PTO hours to cash out by the preceding December for a July cash out, and by Junc for a December cash out. An election to cash out PTO will apply only to PTO that accrues in the six month period after the election is made.
6. Pay for Holidays Worked.
a. Recognized holidays for the purpose of this Section are as follows:

```
New Year's Day
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Thanksgiving Day
Christmas Day
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A Day, PM or Night shift bargaining unit member works a holiday shift when the major portion of the shift falls on one of the above days.
b. If a bargaining unit member works one of the above holidays, the bargaining unit member shall receive payment at time and one-half times (1.5X) the bargaining unit member's straight-time rate for all hours worked on such holiday. Exceptions are:

If a bargaining unit member requests Christmas Day and/or the following New Year's Day off, and is required to work on both holidays, the bargaining unit member shall receive two times (2X) his or her straight time rate for New Year's Day; or,

A bargaining unit member 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 bargaining unit member at least 30 days in advance of the holiday. If the bargaining unit member's request is granted by the Employer and the bargaining unit member is then scheduled off on December 24 and/or December 31, such day off shall constitute the bargaining unit member's Christmas and/or New Year's Day holiday off, and payment for work performed on December 25 and/or January I shall be a non-holiday.

The Employer will use its best efforts to grant each bargaining unit member who requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year Day. Where there are numerous holidays requests for the same shift, seniority will govern, but each bargaining unit member (if possible, due to Staffing and scheduling) shall be granted one of these two major holidays off before any bargaining unit member is granted both major holidays.

ARTICLE 18

## HEALTH INSURANCE

## Section 1. GENERAL PROVISIONS

A. Coverage, Health Insurance coverage shall be limited to Regular Fulltime and Regular Part-Time bargaining unit members, Coverage for new Regular bargaining unit members shall commence as of the first of the month following completion of the bargaining unit member's waiting period. In the case of resignation or termination, coverage shall terminate as of the last calendar day in the month of termination.

1. LDA Coverage (other than Registered Domestic Partner who will remain eligible for the medical, dental and vision plans). Current identified as Legally Domiciled Adults ("Grandfathered LDAs")
shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the bargaining unit member's Federal Income Tax, and can provide periodic proof of their tax dependent qualification. However, effective December 31, 2009, LDA dependents age 65 or older shall be terminated from all insurance Coverage. Grandfathered LDAs: who reach age 65 after December 31, 2009 will be terminated from coverage as of the last day of the month in which he/she turns age 65. The LDA coverage option will cease (except for Registered Domestic Partners) for future LDA eurollments.
2. Payroll Deduction or Payments. Bargaining unit member contributions for medical, dental and vision shall be made through the IRS Section 125 Plan (on a pre-tax basis) as permitted by law. Bargaining unit members on unpaid leave of absence who are eligible to continue medical coverage shall submit payments directly to Hospital (or the designated service provider). Coverage shall terminate if the required deductions or payments are not made during the month.
3. Duplicate coverage, duplicate coverage for dependents covered by two (2) or more bargaining unit members will be eliminated (based on date of birth) upon ratification of the contract.

## Section 2. MEDICAL BENEFITS

Effective August 21, 2017 [ 90 days of the ratification of the Agreement], the Employers shall make available two comprehensive medical plans as proposed by the Employers, i.e., the Verity hospital-based EPO ("EPO") plan and Verity hospitalbased PPO/Buy-Up ("PPO") plan options for all benefit eligible regular full-time and regular part-time bargaining unit members. These plans shall be as proposed by the Employers on March 13, 2017 and March 23, 2017.

Effective August 21, 2017 [ 90 days of the xatification of the Agreement], with respect to EPO coverage only, the Employers shall pay one hundred percent ( $100 \%$ ) of the premium cost of the Employee, Spouse and Family coverage for all benefit eligible full-time bargaining unit members and part-time bargaining unit members, subject to the plan's eligibility requirements.

With respect to benefit eligible bargaining unit members who elect the PPO/Buy-Up plan only, the Employers will contribute the same dollar amount (equal to the Employer's contributions for EPO coverage) towards the cost of the PPO/Buy-Up plan and the bargaining unit member will contribute the difference through payroll deductions.

For calendar year 2017, benefit eligible bargaining unit members electing the

PPO/Buy-Up will pay the following:

1. Employee only - $\$ 31.85 /$ pay period
2. Employee \& Children - $\$ 57.31$ /pay period
3. Employee \& Adult - $\$ 66.86 /$ pay period
4. Employee \& Family - $\$ 98.69 /$ pay period

These contributions shall be adjusted on a calendar year basis each year of this Agreement. Advance notification of the increases shall be provided with the annual open enrollment. Annual increases for Local 20 shall not exceed the increases for any other bargaining unit.

## Section 3. DENTAL PLANS

The Employers will provide a basic dental plan fully paid by the Employers for the bargaining unit momber and his/her dependents (including spouse, registered domestic partner and children). The Employers will maintain the PPO Dental plan, if any, on the same terms as currently provided to bargaining unit members.

## Section 4. VISION PLAN

The Employers will continue to offer a vision benefit plan fully paid by the Employers for the bargaining unit member and his/her dependents (including spouse, registered domestic partner and children).

The Employers will continue to offer a voluntary vision Buy-Up option. Any bargaining unit member electing this Buy-Up option will pay the difference between the Buy-Up and the standard vision option.

## Section 5. VOLUNTARY SHORT TERM DISABILITY PLAN.

The Employers will continue to offer a voluntary Short Term Disability Plan Option on a bargaining unit member paid basis.

Section 6. VOLUNTARY LONG TERM CARE PLAN
The Employers will continue to offer a voluntary Long Term Care Plan option on a bargaining unit member paid basis.

## ARTICLE 19

## GROUP LIFE INSURANCE

The Employers will provide each Regular bargaining unit member working a predetermined work schedule of not less than twenty (20) hours per week with a group life insurance policy that
will provide a benefit equal to at least $\$ 10,000$ or one times ( 1 x ) the bargaining unit member's base pay, whichever is greater. Base pay is defined as the bargaining unit member's hourly base rate times his/her regularly scheduled hours per pay period times the number of pay periods per year. The coverage will be effective on the first day of the month following completion of thirty (30) calendar days of continuous employment as a Regular Full-Time or Regular Part-Time bargaining unit member. However, when a Temporary bargaining unit member is reclassified to Regular Full-Time or Regular Part-Time status, coverage will be effective the first day of the month following such reclassification.

The Employers will pay the full cost of premiums for group life insurance for each eligible bargaining unit member who qualifies for non-smoker rates, bargaining unit members who do not qualify for non-smoker rates will be required to pay the additional cost, if any, of premiums above the non-smoker rates.

Bargaining unit members may also continue to purchase additional life-insurance as well as dependent life for spouse and child(ren) at group rates.

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

bargaining unit member life insurance is $\$ 10,000$ with premium paid by Hospital, Accidental Death and Dismemberment insurance benefit is $\$ 10,000$ with the premium paid by Hospital.

LONG TERM DISABILITY (LTD)
$60 \%$ of base pay with premium paid by Hospital.

## ARTICLE 20

## RETIREMENT

## Pension

St. Louise will continue to offer the DCHS Retirement Plan Account (the "RPA Plan') to all eligible regular Part-Time and Full-Time bargaining unit members as well as eligible per diem batgaining unit members, each in accordance with RPA Plan terms.

As of March 1, 2011, the RPA Effective Date for bargaining unit members, all benefits accrued up to such date Under the Verity Health System Retirement Plan and the RPHE Plan were frozen.

Bargaining unit members who were employed as of March 1, 2011, the RPA Effective Date, shall receive the following contributions pursuant to the following schedule:

| Years of Service | Contribution Rate |
| :--- | :--- |
| $0-9$ | $3 \%$ |
| $10-14$ | $5 \%$ |


| $15-19$ | $7 \%$ |
| :--- | :--- |
| $20-24$ | $9 \%$ |
| $25-29$ | $11 \%$ |
| $30+$ | $12 \%$ |

Bargaining Unit Members hired after March 1, 2011 shall receive the following RPA contributions pursuant to the following schedule:

| Years of Service | Contribution Rate |
| :--- | :--- |
| $0-9$ | $3 \%$ |
| $10-14$ | $5 \%$ |
| $15+$ | $7 \%$ |

403(b) Plan
Hospital will match contributions made to Hospital-Sponsored 403(b) Plan. The match benefit will be provided through Hospital-Sponsored 401(a) Plan and subject to the terms and conditions of the Plan. Pursuant to this provision, Hospital will contribute $\$ 0.35$ to a bargaining unit member's 401(a) Plan account for every $\$ 1.00$ that a bargaining unit member contributes, for all of the bargaining unit member's contributions up to a maximum of $5 \%$ of the bargaining unit member's total annual compensation (i.e., maximum $1.75 \%$ of total annual compensation).

Retiree Health.

1. Health coverage made available from early retirement (age 55 or later) until attainment of age 65 ("bridge" to Medicare eligibility). Applicable to bargaining unit members only.
2. Retiree coverage provided via active employee health plans.
3. Coverage is provided to bargaining unit member who terminates employment after attaining age 55 and completes at least 10 years of service.
4. The portion of retiree health cost (COBRA rates) paid by the Employers is based on bargaining unit member's years of service at time of termination is as follows:

More than 10, but less than 15: $\quad 0 \%$
More than 15, but Less than 20; $\quad 25 \%$
More than 20, but less than $25: \quad 50 \%$
More than 25 years of service: $\quad 75 \%$
5. Scientists will be given past service credit to date of hire.

The maximum monthly COBRA premium is $\$ 500$, then applicable years of service percentage is applied.

Based on the $\$ 500$ monthly COBRA premium, the maximum employer monthly contribution per retiree with differing service levels would be:

More than 10, but less than 15: $\$ 0$
More than 15 , but less than 20: $\$ 125$ per month
More than 20 , but less than 25 : $\$ 250$ per month
More than 25 years of service: $\$ 375$ per month

## ARTICLE 21

## LEAVES OF ABSENCE

## EDUCATION LEAVE

Each regular full-time and part-time bargaining unit member shall be entitled to forty (40) hours leave with pay each year, prorated based on status for part-time bargaining unit members based on hours worked to attend or complete courses, institutes, workshops or classes of an educational nature. The bargaining unit member will submit and get approval for said educational leave in advance and the activity will meet a requirement for CEUs needed for re-licensure by the State of California or for other accreditation related to laboratory work. Educational leave will not be unreasonably denied.

Twenty (20) hours of educational leave may be used for home study or on-line courses (part-time associates shall receive a pro-rated number of hours based on their status).

## BEREAVEMENT LEAVE

## Definition of Family

Except as set forth herein "immediate family," for proposes of this section means spouse, legally domiciled adult, children, sister, brother, parents, legal guardians, current parents-in-law including daughter and son-in-law, grandparents, grandchildren, registered domestic partner, their parents and children, step relative (parent, child, sibling), and foster children.

When a death occurs in the immediate family of a benefited bargaining unit member, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. Limited Patt-time and Per Diem bargaining unit members may be excused from work for up to three (3) days without pay.

In the case of death of an immediate family member as defined above, the bargaining unit member shall he entitled to an additional leave of absence of two (2) days without pay at the bargaining unit member's request. The bargaining unit member and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the bargaining unit member may use PTO or take an unpaid leave at the employer's discretion. The Employer will not unreasonably deny such requests.

## LEAVES OF ABSENCE

A bargaining unit member who is on an approved Physical Disability Leave of Absence will have hisher group health plan coverage continued during the leave, while the bargaining unit member is on paid status at the level and under the conditions coverage would have been provided if the bargaining unit member had not taken such leave. Beginning on the first (1st) day of the first full month during which a bargaining unit member is no longer on paid status the bargaining unit member 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.

## A. Medical Leave,

1. Bargaining unit members who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed six (6) months in a rolling twelve (12) month period, unless extended only by mutual agreement between the bargaining unit member and the Employer.
2. In order to be eligible for medical leave, the bargaining unit member 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 bargaining unit member is unable to perform his/her job duties due to the medical condition.
3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA. leave, the bargaining unit member may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

## B. FMLA/CFRA.

1. Bargaining unit members continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 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;
a. The birth of the bargaining unit member's child, or receipt of a child in foster care or adoption;
b. The care of a bargaining unit member's immediate family member. For the purposes of this provision, members of the immediate family are defined as the bargaining unit member's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.
c. A serious medical condition of the bargaining unit member.
d. Care for an injured service member: An eligible bargaining unit member 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 bargaining unit members 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.
2. Upon return to work following a qualifying FMLA/CFRA leave, the bargaining unit member shall be reinstated to the same position, classification, unit, and shift held by the bargaining unit member at the time of the commencement of the leave.

## C. Pregnancy Disability Leave

Bargaining unit members 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.

Upon return to work following a pregnancy leave, the bargaining unit member shall be reinstated to the same position, classification, unit, and shift held by the bargaining unit member at the time of the commencement of the leave.
D. Work-related Disability Leave

1. The Employer shall grant a leave of absence to a bargaining unit member 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 bargaining unit member is deemed to be Permanent and Stationary, whichever occurs earlier. When the bargaining unit member does not return to work, he/she may elect to continue his/her benefit under COBRA by paying the cost of such coverage.
2. The Employers shall make every reasonable effort to assist the bargaining unit member and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the bargaining unit member's former position upon release for work, or retraining to an available position with the Employers, if the bargaining unit member is no longer able to perform the work of his/her former position.
3. Bargaining unit members returning from work-related disability leave shall be entitled to reinstatement to the same position, classification,
unit, and shift as held by the bargaining unit member at the commencement of the leave.
4. A bargaining unit member who, because of a work-related injury, is medically-determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and a bargaining unit member is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such bargaining unit member may be replaced.

## E. 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 bargaining unit members 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 $501(0)(3)$ not for-profit, charitable organization (e.g. American Red Cross) a designated agency.

## 3. Employer-Initiated Requests for Voluntary Disaster Service

The cases where the Employer's request voluntary disaster service of their bargaining unit members 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 bargaining unit member will be considered eligible unless such bargaining unit member has a documented record of current unsatisfactory job performance.
b. Procedures

Written agreement for leave for voluntary disaster service for up to 30 calendar-days in a calendar year may be obtained from the bargaining unit member's manager provided that the number of bargaining unit members absent for voluntary disaster service does not unduly impact the Employers' operations. Extension of voluntary service greater than 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 bargaining unit members responding to an Employers initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions or this policy are met.

## c. Compensation and Benefits

A bargaining unit member 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 bargaining unit member's regular rate of pay while performing Volunteer disaster service.

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

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

## d. Travel Expenses

Bargaining unit members who volunteer for duty in response to an Employer's initiated request shall be covered by the provisions of the Employers' National Travel Policy.

## 4. Bargaining unit member-initiated Requests for Volunteer Disaster Service

When bargaining unit members, on their own wish to volunteer to assist during a disaster, the following will apply.

## a. Eligibility

Any bargaining unit member will be considered eligible unless such bargaining unit member has a documented record of current unsatisfactory job performance.

## b. Procedures

Written application for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be approved by the bargaining unit member's manager, Requests for voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

The Employers will grant time off for short-term leaves of up to 30 calendar days in a calendar year to eligible bargaining unit members for official volunteer duty as long as the Employers
receive reasonable notice, provided that the number of bargaining unit members absent for voluntary disaster service does not unduly impact the Employers operations. In the case where represented bargaining unit members request for voluntary leave for disaster service are numerous, the Employer will select the bargaining unit members in accordance with contract seniority, provided all other provisions of this policy are met.

## c. Compensation and Benefits

A bargaining unit member who requests mid receives approval for leaves for voluntary disaster service on his or her own initiative, apart from any Employer's request from a governmental entity or designated agency, will be on unpaid leave during the period of volunteer service, unless the bargaining unit member elects to use accrued paid time off.

While on bargaining unit member-initiated unpaid voluntary disaster service, batgaining unit members 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 Employer's expense, provided such leave is for a period of 30 calendar days or less. After voluntary disaster leaves of 30 calendar days or less, the bargaining unit member will be reinstated into their regular position.

## F. Union Leave

One (1) bargaining unit member 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 bargaining unit member will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.

Upon a two (2) week written notice from the Union to the Employer's Director of Human Resources or Vice President of Human Resources, prior to the posting of the monthly work schedule which includes the desired time off, one (1) bargaining unit menber at any given time will be granted an uapaid 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 bargaining unit member shall not suffer any loss of seniority or other benefits as a result of such leave.

## G. Military Leave

Military leave of absence shall be granted to eligible bargaining unit members 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).

A bargaining unit member 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, no bargaining unit member 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 from deployment.

## H. Kin Care Leave.

A regular full time or regular part time bargaining unit member may use as much as one-half of his/her annual PTO accrual amount for time off to care for a sick child, parent, spouse, registered domestic partner or child of a registered domestic partner.

Child includes a biological, adopted or foster child, a stepchild, a legal ward, or a child when the bargaining unit member. stands in loco parentis.

Parent includes the biological, foster or adoptive parent, a step-parent or legal guardian.
Bargaining unit members who desires to take a Kin Care Leave must complete a Kin Care Authorization Form for each related absence.
I. Victims of Domestic Abuse Leave.

A bargaining unit member who is victim of domestic abuse will be provided with time off without pay not to exceed twelve (12) weeks in a twelve (12) month period for:

To obtain a regular or temporary restraining order or to obtain other domestic abuse related court assistance.

To seek medical attention for injuries related to domestic abuse.
To obtain services from a domestic violence shelter program or rape crisis center. To obtain psychological counseling related to an experience of domestic violence.

To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

## Required Notice:

The bargaining unit member, when possible, must give a reasonable notice of his/her intention to take time off. If the bargaining unit member takes an unscheduled absence, he/she will not be subject to disciplinary action or that absence will not count as unauthorized absence when he/she provides either;

A police report indicating that the bargaining unit member was a victim of domestic violence.

A court order protecting or separating the batgaining unit member from the perpetrator of an act of domestic violence, or other court document or prosecuting attorney indicating that the bargaining unit member's court appearance.

Documentation from a medical professional, domestic violence advocate or counselor that the bargaining unit member was undergoing physical or psychological treatment for abuse resulting from victimization from an act of domestic violence,

## Use of PTO

A bargaining unit member who takes a Victim of Domestic Violence leave may use any accrued PTO.

## J. Other Leaves of Absence.

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the bargaining unit member 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.

## K. Return to Duty,

Unless otherwise specified above, when a bargaining unit member returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such a bargaining unit member shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the bargaining unit member returns in compliance with the approved terms of the leave, the Employers will use their best efforts, and will not unreasonably deny return of the bargaining unit member 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 bargaining unit member shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.

## L. Notice to Replacements.

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

## M. Non-forfeiture of Accrued Rights.

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

## Personal Leave

A personal/emergency leave of absence may be granted to full-time and regular part-time bargaining unit members. Length of a personal leave of absence May range up to 90 calendar days. Approval of personal/emergency leave of absence shall be made by the bargaining unit member's immediate supervisor with the concurtence of the Human Resources Department.

The Employer will not unreasonably withhold approval of requests for personal/emergency leaves of absence.

## Concurrent Leaves

Except as otherwise required by law, if a condition or reason for leave entitles an bargaining unit member to more than one type of leave under this Article, such leaves shall run concurrently.

## JURY DUTY, WITNESS PAY AND VOTING TIME

## N. Jury Duty.

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

Bargaining unit members who work on night shift will be excused from work the night after or the night before reporting for jury duty.

## O. Witness Pay.

A bargaining unit member subpoenaed by the Employers 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. The bargaining unit member must present a proof of Duty Statement issued by the Court to his/her manager.

## P. Time off to Vote

Bargaining unit mernbers 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 bargaining unit member's supervisor. Where possible the bargaining unit member will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

## ARTICLE 22

## BOOKS AND TUITION

Bargaining unit members shall be reimbursed, up to $\$ 2,000$ per year for tuition and books after completion of courses while in the employ of Hospital, provided that the taking of the courses shall have first been approved in writing by the appropriate manager, and evidence of achieving a passing grade shall have been provided by the bargaining unit member. Requests for reimbursement will not be unreasonably denied.

## ARTICLE 23

## SENIORITY

1. Definition of Seniority
a. Seniority for full-time, part-time, and limited part-time bargaining unit members is the date of hire or re-hire into the bargaining unit members Classification at Hospital.
b. "Probationary" bargaining unit members shall, upon completion of the probationary period, accrue seniority retroactively from the latter of the date of the bargaining unit member's hire or re-hire.
c. Per Diem bargaining unit members do not have seniority dates, but date of hire will determine "seniority" among other Per Diem bargaining unit members. The seniority date for Per Diem bargaining unit members transferring for the first lime to a Regular Full Time, Regular Part-Time, or Limited Patt-Time position will be the date of transfer to the Regular or Limited position.
2. Temination of Seniority: [Tentative Agreement]
a. A bargaining unit member's seniority and employment relationship with Hospital shall terminate upon the occurrence of any of the following:
i. The bargaining unit member voluntarily quits.
ii. The bargaining unit member is discharged for cause.
iii. The bargaining unit member is on layoff for more than twelve (12) months.
iv. Failure to report to work from layoff by the start date or seventy two (72) hours from notice of recall, whichever is later.
b. Notice shall be given in person or by return receipt or certified letter to the bargaining unit member's last address on record.

## ARTICLE 24

## REDUCTION IN STAFF

## A. Layoff Procedure

In the event of a reduction in force of regular hours, Hospital shall notify the Union at least thirty (30) days in advance of the effective date of the layoff, during which time volunteers for layoff or reduction in hours will first be sought. Hospital may give affected bargaining unit members two (2) weeks' pay in lieu of notice. Volunteers for layoff in such positions will be selected on the basis of seniority. If an insufficient number of bargaining unit members volunteer for layoff to meet reduction goals, then all bargaining unit members will participate in the department rebidding process based on seniority. The bargaining unit member must be qualified and have the ability, with no more than fifteen (15) workday's orientation, to competently perform all of the work in the position into which the bargaining unit member chooses to bid. In all cases, Hospital shall have the tight and discretion to determine such capabilities and qualifications. It is understood that Hospital will notify the Union of its conclusion that a bargaining unit member has not demonstrated his/her ability within said fifteen (15) work days prior to terminating the bargaining unit member and the Orientation period may be extended by agreement of the parties.

Order: Indefinite or permanent layoffs shall occur in the following order:

- Temporary bargaining unit members;
- Per Diem or Limited Part-Time bargaining unit members;
- Regular full-time and regular part-time clinical bargaining unit members;


## B. Per Diem Scheduling Preference

Displaced bargaining unit members may elect to work as per diem bargaining unit members during the period they are on layoff status regular full-time and regular part-time bargaining unit members who so elect to work as per diem will be given preference over other per diem bargaining unit members in selecting shifts to be worked for a period not to exceed one year after layoff.

## C. Recall

For a period of up to one year from the date of Layoff, bargaining unit members (who have not secured a comparable position at Hospital) will be recalled in order of bargaining, unit seniority for any vacancies that occur at Hospital from which they were laid off, provided they are qualified, and have the ability to competently
perform with no more than fifteen (15) days orientation, the available work. A bargaining unit member who is laid off shall retain seniority until s/he declines the offer of a comparable position at Hospital from which they were laid off. It is the responsibility of the bargaining unit member to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled bargaining unit member must accept recall within one week of confimed contact and offer of a relatively equal position. Additionally, the bargaining unit member must return to work at Hospital within one week of notice of recall. If a bargaining unit member does not accept recall and return to work within one week, the bargaining unit member will be considered to have voluntarily resigned. Upon recall from lay off status, the bargaining unit member will be entitled to restoration of senioxity and placement at the salary classification wage rate in effect at the time of the layoff, including fringe benefits. However, there shall be no accumulation of earnings or benefits during the period of separation, nor shall Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the bargaining unit member. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy. Bargaining unit members who experience a twelve-month (12) or more absence due to workforce reduction will lose seniority for all purposes:
D. Severance Pay

2 weeks' notice plus:

| $\cdot$ | $0-3$ years of service $=$ | 2 weeks of pay |
| :--- | :--- | :--- |
| $\cdot$ | $4-5$ years of service $=$ | 3 weeks of pay |
| $\cdot$ | $6-7$ years of service $=$ | 4 weeks of pay |
| $\cdot$ | $8-9$ years of service | 5 years of pay |
| $\cdot$ | $10-14$ years of service $=$ | 6 weeks of pay |
| $\cdot$ | $15+$ years of service | 8 weeks of pay |

In the event of a sale of the Hospital, a bargaining unit member who is offered a position by the new owner is not entitled to receive severance pay as provided in this paragraph.

## E. Temporary Reduction in Staffing

In the event that a Hospital determines that it is necessary to reduce staffing at a hospital on a given shift due to a reduced workload, the following procedures will apply:
a. First, volunteers will be solicited. If there are no volunteers, then any per diem bargaining unit member working on that shift will be canceled or sent home early.
b. In the event that there are no volunteers or per diem bargaining unit members on the shift in question, the bargaining unit member to have his/her hours reduced will be selected on a rotational basis, with the least senior bargaining unit member on duty at the affected hospital being canceled first and rotating the involuntary cancellation of hours throughout the year until all bargaining unit members have taken a turm. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A bargaining unit member who has been placed "in charge" may be exempted from call-off whenever Hospital management concludes that the bargaining unit member is needed to remain in charge for the shift,

## ARTICLE 25

## POSTING AND FILLING OF VACANCIES

## Section 1 POSTING VACANCIES

Hospital shall post all vacancies in positions covered by this Agreement for a minimum period of seven (7) calendar days prior to filling the position. Minimum qualifications shall be noted on the posting. This does not prevent Hospital from filling a vacancy on a temporary basis.

## Section 2 FILLING VACANCIES

Preference shall be given in the following order among bidding bargaining unit members from the same preference level. Among bidding bargaining unit members from the same preference level, seniority shall, govern, as set forth in Article 23. In order to be selected, the bidding bargaining unit member must meet all stated qualifications of the job established by Hospital.

Only non-probationary bargaining unit members will be considered to fill vacancies. Hospital may not consider those applicants who have been disciplined, pursuant to Article 28, during the preceding twelve (12) months,

If two (2) or more qualified bargaining unit members bid to fill a vacancy, and their qualifications and job performance are relatively equal, as determined by management, selection shall be in the following order of preference. In the event that two (2) bidding bargaining unit members have the same hire date, the tie-breakers shall be as follows: Date of application for the vacancy of the position to which they are applying. In the event that the tie is not broken, then the bargaining unit member with the lowest last four digits of his/her Social Security number will be awarded the position.

Preference Level 1: Full-time and port-time bargaining unit members employed by Hospital with the vacancy.

Preference Level 2: Limited part-time bargaining unit members employed by Hospital with the vacancy.

Preference Level 4: Temporary bargaining unit members employed by Hospital with the vacancy and all applicants not employed by Hospital with the vacancy. If all qualifications between an outside candidate and bargaining unit members covered by this Agreement not employed by Hospital with the vacancy are equal, preference will be given to the bargaining unit member. In all cases, Hospital shall have the right and discretion to determine qualifications.

## ARTICLE 26

## UNION VISITATION RIGHTS

Hospital shall allow representatives of the Union to visit Hospital at reasonable times to ascertain whether the contract is being observed and to assist in adjusting grievances, At least two (2) hours prior to any such visit, the Union representative shall make his/her presence known to a designated representative of Hospital (Union will advise the Hospital in writing of the designated representative) prior to entering into Hospital and shall only meet with bargaining unit members in non-work areas during each bargaining unit member's non-duty hours. Any representative from the Union shall not remove any property or records from Hospital without the express written authorization of the Vice-President of Human Resources.

## ARTICLE 27

## GRIEVANCE AND ARBITRATION

The parties shall use the following procedures to resolve any grievances that may arise during the term of this Agreement. The parties recognize that the goal of this Article is to discuss and resolve grievances informally prior to resorting to Step 2.

## Section 1 DEFINITIONS

Grievance: a dispute raised by a bargaining unit member, the Union or Hospital concerning the interpretation application or compliance with any specific provision of this Agreement, or a dispute concerning whether or not discipline, including discharge, is for just cause. Performance appraisals are not grievable or arbitrable under this Article.

Days: calendar days, excluding Saturdays, Sundays, and contract holidays.

## Section 2 TIME LIMITS

Except for the filing of the grievance, time periods specified in this Article may be extended, so long as the agreement to extend is in writing and expressly agreed to by Hospital and the Union.

No grievance will be arbitrable unless: (a) the initial filing of the grievance was timely, as set forth in this Article; and (b) the written referral to arbitration was timely, as set forth in this Article.

## Section 3 GRIEVANCE STEPS

Step 1: Within fourteen (14) days of the date on which a bargaining unit member first has knowledge, or reasonably should have knowledge, of the event or condition giving rise to the grievance, the bargaining unit member must discuss the matter with the Laboratory Director or designee. If the grievance is not resolved at this step, the bargaining unit member may appeal to Step 2. If the Laboratory Director or designee does not respond within seven (7) days of being informed of the grievance, the bargaining unit member or Union may appeal to Step 2.

Step 2: Grievances that are referred to step 2 shall be in writing and must contain the following information:

- The issue, situation or nature of the grievance;
- The date on which the issue or situation occurred, or the date on winch the bargaining unit member or the Union became aware of the issue or situation;
- The provisions of this Agreement alleged to have been violated, and
- The resolution or remedy sought.

Grievances relating to a bargaining unit member termination or suspension shall be presented within thirty (30) days of the termination or suspension date directly to the Vice President of Human Resources or his/her designee. No grievance shall be processed under this Article unless it has first been presented at this Step within thirty (30) days of the date when either the bargaining unit member, or the Union first had knowledge, or reasonably should have had knowledge, of the event(s) giving rise to the grievance.

A Step 2 meeting shall take place within fourteen (14) days after the filing of the grievance. The Vice President of Human Resources or designee shall respond in writing within fourteen (14) days of the meeting. If Hospital does not timely respond as provided in this section, the bargaining unit member or Union may advance to grievance to the next Step.

Step 3: If the grievance is not resolved at Step 2, the bargaining unit member or Union may proceed by submitting a written notification to the Vice President of Human Resources or designee within fourteen (14) days following issuance of the Step 2 response. The parties will select an arbitrator within fourteen (14) days of the notification. The parties will select an arbitrator by alternately striking a name from the FMCS list of arbitrators. The order of striking will be determined by a coin toss.

The arbitrator shall hear the grievances as expeditiously as possible, and shall render a decision in writing within sixty (60) days after the conclusion of the hearing or submission of briefs, whichever is later.

ARTICLE 28

## DISCIPLINE

Section 1. If any bargaining unit member is called to meet on a matter which involves the investigation of facts and the bargaining unit member reasonably believes the matter could lead to discipline, upon that bargaining unit member's request, the Hospital will allow the bargaining unit member to be represented with a Union Steward or * Representative at the meeting. There must be just cause for all discharge or discipline issued by the Hospital.

Section 2. The Hospital follows the general principles of progressive discipline. However, major violations of work rules and policies are cause for severe disciplinary action including discharge, as determined by the Hospital, regardless of whether previous disciplinary action has been taken.

Section 3. Except where prohibited by law, if after an eighteen (18) month period of time following the issuance of discipline there was been no discipline of a similar nature, the disciplinary notice will be removed from the Employee's personnel file upon the written request of the Employee.

Section 4. Inspecting a bargaining unit member's Personnel File: A Union Representative or Steward may inspect material from a bargaining unit member's personnel file when such inspection is related to the investigation of a grievance, provided the Hospital has been given specific written consent for such inspection by the affected bargaining unit member(s).

ARTICLE 29
CLINICAL LABORATORY SCIENTIST'S RIGHT TO RECEIVE AND REVIEW EVALUATIONS AND WARNINGS

The bargaining unit member may, during normal business hours of the personnel office, review his or her personnel file to the extent permitted by law. The bargaining unit member shall be allowed by the Supervisor or Department Head to read, sign and receive copies of personal evaluations or letters of waming prior to their placement in the bargaining unit member's personnel file. The bargaining unit member will receive a copy of the evaluation and/or letter of warning.

## ARTICLE 30

## NO STRIKE - NO LOCKOUT

There shall be no strikes, lockout, or other stoppages or interruption of work, including sympathy strikes, during the term of this Agreement.

## ARTICLE 31

## BULLETIN BOARDS

Hospital shall provide space on a bulletin board in the immediate vicinity of the Laboratory. A designated Union representative shall be responsible for posting material submitted by the Union.

ARTICLE 32

## SEVERABILITY

If any provision of this Agreement or any application thereof is held by an agency or court of competent jurisdiction to be contrary to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision. All other provisions shall continue in full force and effect.

## ARTICLE 33

## CHANGE OF OWNERSHIP

NOTIFICATION In the event of a change of ownership of Saint Louise Regional Hospital of if Saint Louise Regional Hospital enters into a partnership, affiliation, merger, sale or other transfer of ownership of the Hospital's operation, the Hospital will notify the union with at least sixty (60) days written notice prior to the effective date of the sale, merge, affiliation, partnership or other transfer of ownership and upon request, bargain the effects with the Union.

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

## ARTICLE 34

## PHYSICAL EXAMINATIONS

## PHYSICAL EXAMINATIONS

All pre-employment physical examinations required of bargaining unit member in connection with hisher employment, according to the Employer's practice, shall be given without charge to the bargaining unit member, 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 bargaining unit member'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 bargaining unit member is physically able to perform the essential functions of his or her job.

ARTICLE 35

## TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. the day following ratification of this Agreement, and shall remain in effect until April 30, 2020.

ST: LOUISE REGYONAL HOSPITAL

Date: $\qquad$ Date: $\qquad$

ENGINEERS \& SCIENTISTS OF NORTHERN
CALIFORNIA, IFPTE, LOCAL 20
(AFL-CIO CLC):

Nick Steinmeier, Union Representative
Date: $\qquad$

## ARTICLE 35

## TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. the day following ratification of this Agreement, and shall remain in effect until April 30, 2020.


ENGINEERS \& SCIENTISTS OF NORTHERN
CALIFORNIA, IFPTE, LOCAL 20
(AFL-CIO CLC):


ENGINEERS \& SCIENTISTS OF NORTHERN
CALIFORNIA, IFPTE, LOCAL 20
(AFL-CIO CLC):-


Date: $1-22-2018$

## Exhibit 9

# COLLECTIVE BARGAINING AGREEMENT 

BETWEEN<br>O'CONNOR HOSPITAL<br>AND<br>ENGINEERS AND SCIENTISTS OF CALIFORNIA IFPTE LOCAL 20

May 1, 2017 THROUGH April 30, 2020

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## ARTICLE 1

## RECOGNITION

Hospital hereby recognizes the Union as the exclusive representative of the Clinical Laboratory Scientists and Medical Laboratory Technicians covered by this Agreement. Hospital further recognizes the Union's right to bargain and act with respect to wages, hours and other terms and conditions of employment, insofar as it is consistent with the relevant provisions of the National Labor Relations Act, as amended.

All references to Daughters of Charity Health System or DCHS shall now be replaced with Verity Health System or Verity, unless such a change does not make sense.

## ARTICLE 2

## COVERAGE

Hospital recognizes the Union as the exclusive bargaining agent for all full-time, regular parttime, limited part-time, and Per Diem Clinical Laboratory Scientists, Lead Clinical Laboratory Scientists, and Medical Laboratory Technicians.

EXCLUDED: All other employees (professional employees, employees covered by other collective bargaining agreements, clerical employees, confidential employees, guards, managers and supervisots), as defined by the National Labor Relations Act.

ARTICLE 3

## MANAGEMENT RIGHTS

Without limiting the generality of the foregoing, the rights and authority retained solely and exclusively by Hospital and not abridged by this Agreement include, but are not limited to, the rights to manage and direct its business and its personnel; to manage and control its department, buildings, facilities and operations including equipment and machinery; the security of the bargaining unit members, premises, facilities and property; the number of bargaining unit members, including the number of bargaining unit members assigned to any particular procedure or shif to meet medical and patient care standards, methods; the determination of whether, when, or where there is a job opening; the right to create, change, combine, and abolish jobs, departments and facilities in whole or in part including the number, Location, or types of facilities; the right to subcontract or to discontinue work for economic, medical, or operational reasons; the right to direct the work force, to determine the number of bargaining unit members needed, to hire, transfer, promote and maintain the discipline and efficiency of its bargaining unit members including reasonable standards of performance and whether any bargaining unit member meets such standards; the need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary bargaining unit members; the direction and supervision of all of the bargaining unit members; the utilization of registry and traveling bargaining unit members; the utilization of Hospital's premises, equipment, and facilities; to establish new training programs
and related performance expectations; to establish work standards and reasonable rules and regulations; and to specify or assign work requirements and overtime, and to schedule working hours and shifts.

## PROBATIONARY PERIOD

A. Probationary Reriod, as discussed in this section, shall apply to any employee hired after the date of ratification of this Agreement. 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 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.
C. The probationary period may be extended by an additional thirty (30) days. The Employer may extend the probationary period beyond the additional 30 days.
D. At the completion of the probationary period, seniority dates shall be from the Employee's most recent date of hire into a batgaining unit position by the Employer.

## ARTICLE 4

## MEMBERSHIP

## Section 1. MAINTENANCE OF MEMBERSHIP

A. All bargaining unit members covered by this Agreement who, on the effective date of this Agreement are members of the Union, or who become members of the Union subsequent to the effective date of this Agreement, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.
B. Bargaining unit members who are requested to maintain membership and fail to do so shall, upon notice in writing from the Union to Hospital, be given thirty (30) days' notice of termination, or shall be allowed to resign with proper notice to Hospital.

Section 2. AGENCY SHOP
Any bargaining unit member covered by this Agreement who, upon ratification of this Agreement, is not a member of the Union must pay a representative fee for the Union equivalent to the monthly dues required for membership (hereinafter, "representational fee") as a condition of employment.

## Section 3. NEW BARGAINING UNIT MEMBER NOTICE

At the time a new bargaining unit member, who will be subject to this Agreement, is hired, Hospital shall deliver to the new bargaining unit member a written notice stating that Hospital recognizes the Union as the exclusive representative of bargaining unit members covered by this Agreement, and shall quote or paraphrase this Section.

## Section 4. LIST OF COVERED BARGAINING UNIT MEMBERS

Upon execution of this Agreement, Hospital shall supply a list of all current bargaining unit members covered by this Agreement by name, social Security number, shift, date of hire, hourly pay rate and classification to the Union's office at 810 Clay Street, Oakland, CA 94607 . Thereafter, Hospital shall supply the name, address, social security number, shift, date of hire, hourly pay rate and classification of all bargaining unit members covered by this Agreement hired or terminated during the preceding month, if there are no hires or terminations among bargaining unit members covered by this Agreement during a particular month, no list will be provided.

## Section 5. USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use bargaining unit member 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 bargaining unit member social security numbers confidential.

The Union agrees to indemnify and hold harmless Hospital from any and all claims and liabilities that result from the Union having been given Bargaining Unit Members social security numbers. The Union further agrees that, where required, Hospital will provide social security numbers to the Union on lists (in hard copy and electronic format) separate from bargaining unit member addresses and telephone numbers.

Section 6. INDEMNIFICATION
The Union shall indemnify Hospital and hold Hospital harmless against any and all suits, claims, demands and liability that may arise out of the provisions of this Article.

## ARTICLE 5

## PAYROLL DEDUCTION OF UNION DUBS AND LEAP

## Section 1. PAYROLL DEDUCTION

During the life of this Agreement, Hospital will deduct the Union membership dues from the salary of each bargaining unit member who voluntarily agrees to such deductions, and who submits a standard written authorization to Hospital setting forth standard amounts to be deducted monthly. Said written authorization may be revoked by the bargaining unit member at any time upon the bargaining unit member delivering to Hospital written revocation of said authorization. Each month's deductions shall be made by Hospital and shall he remitted by Hospital to the Union.

Hospital agrees to implement dues increases pursuant to the dues cheek-off authorization of the Union, provided the Union has submitted an appropriate authorization for each bargaining unit member so affected and submits to Hospital a copy of the letter notifying the bargaining unit member of the dues increase.

## Section 2. DUES DEDUCTION INDEMNIFICATION

The Bargaining Unit Members and the Union hereby indemnify Hospital and hold Hospital harmless against any and all suits, claims demands and liability that may arise out of or by any reason or any action that shall be taken by the bargaining unit member or the Union in connection with said dues deduction.

Section 3. LEAP
Bargaining Unit Members can make contributions to the Union's Legislative Education and Action Program (L.E.A.P.) which is comprised of exclusively voluntary contributions, completely separate from Union dues monies, which can be used for legislative and political issues that impact Union membership. The Union will administer L.E.A.P. contributions by direction from bargaining unit members. It is understood by all parties that such contribution will be on an individual and voluntary basis.

## ARTICLE 6

## NON-DISCRIMINATION

Neither Hospital nor the Union shall unlawfully discriminate against any bargaining unit member covered by this Agreement on account of age, sex, race, creed, color, national original, sexual orientation, or physical or mental disability. There shall be no unlawful discrimination by Hospital against any bargaining unit member covered by this Agreement on account of membership in, or activity on behalf of, the Union. Likewise, there shall be no discrimination by the Union against any bargaining unit member or applicant.

## ARTICLE 7

## CLASSIFICATIONS AND WAGES

Placement on the Wage Schedule will be based on years of experience as a Clinical Laboratory Scientist and/or Medical Laboratory Technician (MLT), when applicable.

Clinical Laboratory Scientist I: CLS with less than 4 years of experience as a CLS are classified as CLS I and his/her wage step will be determined on the number of years of experience.

Clinical Laboratory Scientist II: CLS with 4 or more years of experience as a CLS are classified as CLS II and his/her wage step will be determined on the number of years of experience in the classification.

Per Diem bargaining unit members are paid $15 \%$ of their classification straight time hourly rate "in lieu of benefits." The current in lieu benefits differentials are $15 \%$ higher than the base rate for employees. These differentials are over and above the straight time rates set for Regular Full-time and Regular Part-time employees in the Agreement. Such compensation differential for "in lieu of benefits" employees has been bargained for and is intended to cover all benefits including additional paid time off for sick leave or other reasons. The parties agree that the "in lieu benefits" pay provision does cover the paid sick leave provisions, as legislated under California Labor Code Section 245.5(a)(1). Any and all other rights an employee may be entitled to under California Labor Code Sections 245-249 are hereby waived in exchange for this in lieu of pay differential.

Medical Laboratory Technician: The MLT's wage step will be determined by the number of years of experience in the classification. The Use of MLTS will not reduce the status hours of benefitted CLS or cause a lay-off of benefitted CLS positions. The ratio of MLTT to CLS shall be as required by state law. (17 CCR Section 1032.5).

## CLS Lead and Specialist Lead:

1) Clinical Laboratory Lead:

- Minimum four years of laboratory experience
- Current California CLS (Clinical Laboratory Scientist) license required
- Specialty registration preferred
- Demonstrated ability to lead and be a resource to others

2) Clinical Specialist Lead: has an ASCP Specialist license or equivalent - or has substantial experience in ensuring a technical department is inspection-ready and in presenting all appropriate documentation to inspectors.

There is no obligation that the Employers create or maintain the foregoing lead positions, and provided further that the employer retains the complete discretion and sole discretion to select individuals to serve in these positions. Decisions regarding the selection of individuals to serve as leads shall not be subject to the grievance and arbitration provision of this Agreement.

## Shift Charge Pay

The intent of Shift Charge Pay is that the bargaining unit member receiving the Shift Charge Pay would perform Cliuical Laboratory Lead or Clinical Specialist Lead duties on a temporary or rotating basis. The Shift Charge shall be designated by management. A titled Lead or Specialist Lead does not qualify for this premium. The Employers will pay Shift Charge Pay at an amount of $\$ 2.50$ per hour over a bargaining unit member's base rate of pay.

## Section 2: Wages

Year 1: The Employers propose the following wage grid, which shall be implemented the first full pay period after ratification. It is a market adjustment.


Year 2: Effective the first full pay period following May 23, 2018, an across the board increase of $3 \%$ for all bargaining unit members.

Year 3: Effective the first full pay period following May 23, 2019, an across the board increase of $3 \%$ for all bargaining unit members.

## Section 3: Adyancement

## Step Advancement for CLS

CLS I-1
CLS I-2
CLS I-3
CLS I-4
CLS II-3
CLS II-4
CLS II-5
CLS II-6
after I year
after 2 years
after 3 years
after 4 years
after 5 years
after 6 years
after 10 years, or after 5 years at CLS II- 5

CLS II-7
after 15 years, or after 5 years at CLS In-6

## Advancement to CLS II

A CLS I who, after at least one year as a CLS I at Step 4 shall receive a competency evaluation, Upon receipt of a satisfactory competency evaluation, the member will be promoted to CLS II, Step 3. The competency evaluation shall review the members' knowledge, skill and technical ability related to the members' role. If the member receives a less than satisfactory competency evaluation, the member shall be informed of the basis of the denial for advancement to CLS II.

## MLT Advancement

The MLT shall adyance on his or her anniversary, up to Step 4, which is top of scale, and thereafter shall have across the board advancement as negotiated.

## Per Diem Advancement

No Per Diem shall advance to the next step until the Per Diem has worked at least 400 hours at his/her current step. In no event shall the Per Diem member advance steps prior to his/her 12 month anniversary date.

## ARTICLE 8

## CLASSIFICATIONS

## Section 1. FULL-TIME DEFINED

A full-time bargaining unit member is one who is regularly scheduled to work at least eighty (80) hours within a bi-weekly period.

## Section 2. PART-TIME DEFINED

A regularly scheduled part-time bargaining unit member is one who is regularly scheduled to work a minimum of forty (40) hours but less than eighty (80) hours within a bi-weekly period.

Section 3. LIMITED PART-TIME DEFINED
A limited part-time bargaining unit member is one who is regularly assigned a work schedule of less than 20 hours per week.

## Section 4. TEMPORARY DEFINED

A temporary bargaining unit member is one who is hired to work for a period of time which does not extend beyond six (6) consecutive calendar months. Any Temporary bargaining unit member who works continuously for over six (6) consecutive months shall be reclassified to a regular bargaining unit member
status except when replacing another bargaining unit member who is on an approved leave.

## Section 5. PER DIEM DEFINED

A. Per Diem bargaining unit member is one who is employed on an intermittent basis as required by Hospital.

## ARTICLE 9

## WEEKENDS

Working a weekend is defined as working on both Saturday and Sunday and, on the night shift, it shall be Friday and Saturday. No bargaining unit member shall be required to work more than three (3) consecutive weekends. If, due to emergency or operational circumstances, it becomes necessary for a bargaining unit member to work more than three (3) consecutive weekends, s/he shall be provided with two consecutive weekends off. Where mutually agreed to in writing, bargaining unit members may elect to work more consecutive weekends. This article does not apply to bargaining unit members who are hired into or who bid into weekend positions, or positions that are posted as including more than every other weekend.

## ARTICLE 10

## SHIFT DIFFERENTIALS

## Section 1. PM DIFFERENTIAL

Effective May 1, 2017 a differential of Four Dollars and Zero Cents ( $\$ 4.00$ ) per hour shall be paid on top of a bargaining unit member's straight time hourly rate when scheduled and performing work on the PM shift defined as any shift on which the majority of hours fall between 3 pm and 11 pm .

## Section 2. NIGHT DIFFERENTIAL

Effective May 1, 2017, a differential of Eight Dollars and Zero Cents (\$8.00) per hour shall be paid on top of a bargaining unit member's straight time hourly rate when scheduled and performing work on the night shift defined as any shift on which the majority of hours fall between 11 pm and 7 am .

## Section 3. WEEKEND SHIFT DIFFERENTIAL

For all hours worked on weekend shifts the bargaining unit member will be paid an additional shift differential in the amount of Two Dollars and Zero Cents ( $\$ 2.00$ ) per hour on top of his/her hourly rate and any applicable PM or night shift differential. For purposes of this section, a weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

## ARTICLE 11

OVERTIME

## Section 1. DAILY COMPENSATION

The following Overtime Premiums are available for all time worked in a work week, as defined above.
A. Time worked over eight (8) hours in a day shall be paid at time and one half $(1.5 x)$ the bargaining unit member's regular rate of pay,
B. All work in excess of eight (8) hours per day, forty (40) hours per week or eighty (80) hours per pay period shall be paid at the rate of one and one half times ( 1.5 x ) the regular rate of pay.
C. Work in excess of twelve (12) hours shall be compensated at the rate of two (2x) times the regular rate of pay.
D. Time worked on the 7th consecutive day in a work week shall be paid at time and one half ( 1.5 x ) the bargaining unit member's regular rate of pay for the first eight hours of work and two times ( 2 x ) the bargaining unit member's regular rate of pay for all hours after the first eight hours of work.

## Section 2. AUTHORIZATION OF OVERTIME

All overtime worked by a bargaining unit member shall be authorized in advance, unless it is not possible to secure authorization in advance due to the emergency of a situation. The bargaining unit member shall record the overtime on the day overtime is worked, the reasons therefore, and the supervisor authorizing the overtime (if any), on a record as specified by the Hospital.

Section 3. REST BETWEEN SHIFTS
If a bargaining unit member does not have twelve (12) hours rest between shifts s/he works, s/he will receive time and one half ( $11 / 2$ ) for all hours worked until twelve (12) hours have elapsed from the completion of her/his preceding shift worked. A bargaining unit member may waive the twelve (12) hours rest between shift to eight (8) hours rest between shifts provided that the bargaining unit member provides his/her supervisor with a written waiver. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph.

## Section 4. REPORTING PAY

A bargaining unit member who reports for a scheduled shift without notice that the shift has been canceled and is not provided with work for at least half of the scheduled hours shall be entitled to be paid for half the scheduled hours which in no case will be less than a minimum of two (2) hours.

ARTICLE 12
STAND-BY AND CALL-BACK
Section 1. STAND-BY
Stand-By Duty. Stand-by duty is defined as a scheduled assignment for bargaining unit members to stand by and be available for work should the need arise. Any full-time regular or part-time regular bargaining unit member "on stand-by" shall receive one-half ( $1 / 2$ ) the straight time hourly rate of pay while said bargaining unit member is on stand-by. There is no guarantee for any hours to be worked by a bargaining unit member on stand-by. Stand-by pay on all holidays listed in this Agreement shall be at three-quarter (3/4) of the straight time hourly rate.

## Section 2. CALL-BACK WHILE ON STAND-BY

A. Call-Back Defined, Call-Back is defined as a call to a bargaining unit member to return to work after the Bargaining Unit Member has left the premises of the Hospital, and prior to the bargaining unit member's next scheduled shift. For purposes of this Article, the Hospital shall give notice by (1) reaching the bargaining unit member by telephone; or (2) attempting'to reach the bargaining unit member by telephone and documenting the attempt, the date, time and the call, and the result of the attempt.
B. Premium Pay While On Stand-By, If a regular full-time or regular parttime bargaining unit member is called back to work while on stand-by, the bargaining unit member shall receive one and one half ( $11 / 2$ ) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the compensation for being on stand-by, thereby providing double time for the time actually worked.
C. Premium Pay While Not on Stand-By. Regular full-time and regular part-time bargaining unit members who are called back to work after having left the Hospital premises will be guaranteed a minimum of four (4) hours work or four (4) hours pay, Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate.

## ARTICLE 13

## EMERGENCY TELEPHONE CONSULTATION/CONSENT

When a bargaining unit member has sought all resources on-site, and sought consultation with management and/or supervisors in person or by telephone or e-mail, and after being authorized by his or her immediate supervisor, the bargaining unit member may call a person designated on the resource list with the appropriate technical expertise to respond to a technical related issue that must be immediately addressed. The associate responding to the call shall be paid in accordance with Califomia State Wage and Hour Laws.

The person placing the call must document the reason for the call on the form provided by Hospital.

## ARTICLE 14

## NO PYRAMIDING

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays.

## ARTICLE 15

## SCHEDULED WORKING HOURS

## Section 1 SCHEDULING

Hospital agrees to post a tentative working schedule of all bargaining unit members who are regularly assigned shifts for the next four (4) weeks. The tentative working schedule will be posted in a conspicuous place at least fourteen (14) calendar days in advance of the date the four (4) week schedule is to begin. Any change to posted scheduled working hours (other than temporary staffing reductions) requires the agreement of the bargaining unit member except in unforeseen, emergent or unusual circumstances in which Hospital will give as much notice of the schedule change(s) as is possible under the circumstances. Hospital will make a reasonable effort to seek volunteers from among bargaining unit members present at the facility before imposing a schedule change during unforeseen, emergent or unusual circumstances.

Section 2 SHIFT ASSIGNMENTS
If, due to emergency or operational circumstances, it becomes necessary to change a bargaining unit member's shift assignment temporarily, Hospital may introduce a shift rotation procedure that shall be applied by all qualified bargaining unit members at the Hospital, taking turns based on rotational seniority starting with the least qualified bargaining unit member.

If, due to emergency or operational circumstances, it becomes necessary to change a bargaining unit member's shift assignment permanently, and if no regular bargaining unit member is available for the shift change, the least senior regular bargaining unit member qualified to perform the available work will be assigned to that shift.

## Section 3 REST AND MEAL PERIODS

Each bargaining unit member shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. A bargaining unit member who misses one or more breaks during a Shift shall be paid a penalty of one hour's pay, at the employee's straight time rate of pay, which includes shift differentials.

Bargaining unit members who work scheduled shifts of five (5) hours or more are entitled to a duty-free unpaid meal period of thirty (30) minutes, A bargaining unit member who misses his/her meal period shall be paid a penalty of one hour's pay, at the employee's straight time rate of pay, which includes shift differentials.
"Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculated overtime.

## ARTICLE 16

## SCHEDULED WORKING HOURS OF PER DIEMS

1. Per Diem bargaining unit members shall submit their availability in writing (including days of the week, shifts and current phone number(s)) at least two (2) weeks prior to the posting of the next four (4) week schedule.
2. Minimum availability. Per Diem bargaining unit members must be available for a minimum of five (5) shifts of at least eight (8) hours for each four (4) week schedule. At least two (2) of the available five (5) shifts must be weekend shifts.
3. All Per Diem bargaining unit members are required to be available to work at least two (2) holidays per year, one (1) of which must be Thanksgiving, Christmas or New Year's Day.
4. Per Diem bargaining unit members have no guarantee of hours and use of such bargaining unit members shall be at the complete discretion of Hospital.
5. Failure to submit availability. A Per Diem bargaining unit member who fails to make himself or herself available for two (2) consecutive four (4) week schedules will be considered to have voluntarily resigned his/her employment.
6. Notice of Unavailability. If a Per Diem bargaining unit member desires to be unavailable for a period time not to exceed sixty (60) calendar days, the Per Diem bargaining unit nember will submit the request in writing. If Hospital authorizes the period of
unavailability, the provisions of paragraph 5 above will not apply during the period of time authorized by Hospital.

## ARTICLE 17

PAID TIME OFF/EXTENDED LEAVE OF ABSENCE

## Paid Time Off Program

## A. Eligibility And Coverage

1. Paid Time Off Program shall apply only to Regular Full-time and Regular Part-time, Bargaining unit member, Limited Part-time, Temporary and Per Diem, bargaining unit member are not eligible to participate in the PTO program, PTO hours accrue immediately upon employment in a regular full time position or regular Parttime position.
2. The PTO program is in addition to jury duty pay, paid educational leave, and bereavement leave.

## B. Accumulation Of Paid Time Off

## 1. PTO Accumulation Schedule

Regular Full-time bargaining unit member and Regular Part-time bargaining unit member regularly scheduled to work 20 hours or more a week shall accrue PTO in accordance with the schedule given below, based upon their continuous length of regular employment.

Each bargaining unit member shall have their PTO account credited with any PTO hours that were accumulated, but not taken, as or the date of ratification of this collective bargaining agreement. No Regular bargaining unit member shall lose any PTO hours accrued, but not taken.

For each two-week pay period, regular part-time associates shall accrue benefits available to a full-time associate on a pro-rated basis on actual hours worked.

From the 1st day of the described pay period through the pay period in which one year of continuous regular employment is completed.

| Continuous years of <br> regular employment | PTO Hours Accrued <br> per Pay Period | Days Per Year |
| :---: | :---: | :---: |


| Continuous years of <br> regular employment | PTO Hours Accrued <br> per Pay Period | Days Per Year |
| :---: | :---: | :---: |
| $0-2$ years | 8.31 hrs. | 27 |
| $3-4$ years | 10.46 | 34 |
| 5 years | 11.38 | 37 |
| 6 years | 11.69 | 38 |
| 7 years | 12.00 | 39 |
| 8 years | 12.31 | 40 |
| 9 years | 12.62 | 41 |
| 10 years | 12.92 | 42 |

## C. Unpaid Absences

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

## D. Scheduling And Use of PTO

PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, personal illness or any other reasons deemed appropriate by the bargaining unit member.

Requests for PTO regardless of seniority will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual bargaining unit members will not be granted if a bargaining unit member still has PTO hours whichever applies. Exceptions are:

1. A bargaining unit member can elect not to use PTO for a holiday scheduled off.
2. Bargaining unit members who are on the Bargaining Team may elect to use PTO to attend bargaining.
3. PTO requests shall not be unreasonably denied because of the season of the yeat.
4. Advance Requests for One Work Week or More of PTO bargaining unit member shall submit their PTO preference dates in writing at any time during the year to his department manager. Department manager may establish yearly cut-off dates for
bargaining unit members to submit their PTO request. .. PTO request should be submitted no later than 30 days prior to the cutoff dates.
5. If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by bargaining unit members, then the bargaining unit member's seniority shall be the determining factor.
6. Other PTO Requests 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 cannot be granted, then seniority shall govern, subject to the following:
(a) Seniority will not govern if a less senior bargaining unit member's PTO request has already been approved.
7. Bargaining unit member has the option of using PTO hours for hours of Reduction of Staff (ROS).
8. If a bargaining unit member changes his/her status from regular full-time or regular part-time to per diem, all accrued unpaid PTO will be paid out by the pay period following the effective date of the status change.
9. On approval of Human Resources, bargaining unit members may donate unused PTO hours to another bargaining unit member who has experienced an unforeseeable medical emergency as defined by the IRS. Bargaining unit members must maintain a minimum PTO balance of eighty (80) hours after the donation.
E. PTO is to be used in increments of eight (8) hours unless one of the following exists:
10. Advance approval is obtained for less than eight (8) hours;
11. The bargaining unit member's regular shift is greater or less than eight hours, in which case PTO hours equal to the shift shall be used; or,
12. The bargaining unit member is eligible for State Disability or Workers Compensation payments, in which case PTO shall he integrated to supplement such payments; or,
13. An emergency requires the bargaining unit member's absence for less than a full shift, in which case the Employer may excuse the bargaining unit member from the full shift, with equivalent PTO
hours being used, or it may require that the bargaining unit member report back to work.
F. PTO hours shall be paid at the straight-time rate in effect as of the date PTO is used (or cashed in).
G. Upon termination from employment, bargaining unit member shall be paid for all PTO hours accumulated but not taken at the straight-time rate in effect.
H. In cases where a bargaining unit member is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the bargaining unit member shall apply for such benefits. To the extent that the disability payments do not equal the bargaining unit member's normal wages, the bargaining unit member's PTO if elected by the bargaining unit member, shall be used in an amount sufficient to equal but not exceed the bargaining unit member's straight-time rate of pay and any shift differential for scheduled hours. Where 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.
I. PTO can only be used on scheduled workdays.
J. Upon one week's written notice from the bargaining unit member the PTO pay for which the bargaining unit member is eligible for time off of two (2) weeks or longer shall be available to him/her immediately prior to the commencement of the bargaining unit member's time off period. Further, if the bargaining unit member PTO covers more than one pay period, there shall be separate checks for each pay period.

## Section 2. PTO CASH OUT

PTO Hours may be accrued to a maximum of 400 hours for the term of the collective bargaining agreement.

PTO may be "cashed out" as follows: bargaining unit member may irrevocably elect to cash out PTO two times during the calendar year under the following guidelines:
A. The bargaining unit member's PTO account may not be reduced below eighty (80) hours after cash out.
B. The Employer will cash out during the first pay period of July and December, any PTO elected by the bargaining unit member for cash out that has not been used. A bargaining unit member must elect the number of PTO hours to cash out by the preceding December 15 for a July cash
out, and by May 15 for a December cash out. An election to cash out PTO will apply only to PTO that accrues in the six month period after the election is made.

## Section 3. PAY FOR HOLIDAYS WORKED

A. Recognized holidays for the purpose of this Section ate as follows:

New Year's Day
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Thanksgiving Day
Christmas Day
A Day, P.M or Night shift bargaining unit member works a holiday shift when the major portion of the shift falls on one of the above days.
B. If a bargaining unit member works one of the above holidays, the bargaining unit member shall receive payment at time and one-half ( 1.5 X ) the bargaining unit member's straight-time rate for all hours worked on such holiday. Exceptions are:

If bargaining unit member requests Christmas Day and/or the following New Year's Day off, and is required to work on both holidays, the bargaining unit member shall receive two times (2X) his or her straight time rate for New Year's Day, or,

A bargaining unit member 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 bargaining unit member at least 30 days in advance of the holiday, If the bargaining unit member's request is granted by the Employer and the bargaining unit member is then scheduled off on December 24 and/or December 31, such day off shall constitute the bargaining unit member'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.

The Employer will use its best efforts to grant each bargaining unit member who requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year Day. Where there are numerous holidays requests for the same shift, seniority will govern, but each bargaining unit member (if possible, due to Staffing and scheduling)
shall be granted one of these two major holidays off before any bargaining unit member is granted both major holidays.

ARTICLE 18
HEALTH INSURANCE

## Section 1. GENERAL PROVISIONS

A. Coverage Health Insurance coverage shall be limited to Regular Fulltime and Regular Part-Time bargaining unit members, Coverage for new Regular bargaining unit members shall commence as of the first of the month following completion of the bargaining unit member's waiting period. In the case of resignation or termination, coverage shall terminate as of the last calendar day in the month of termination.

1. LDA Coverage (other than Registered Domestic Partner who will remain eligible for the medical, dental and vision plans). Current identified as Legally Domiciled Adults ("Grandfathered LDAs") shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the bargaining unit member's Federal Income Tax, and can provide periodic proof of their tax dependent qualification. However, effective December 31, 2009, LDA dependents age 65 or older shall be terminated from all insurance Coverage. Grandfathered LDAs: who reach age 65 after December 31, 2009 will be terminated from coverage as of the last day of the month in which he/she turns age 65. The LDA coverage option will cease (except for Registered Domestic Partners) for future LDA enrollments.
2. Payroll Deduction or Payments. Bargaining unit member contributions for medical, dental and vision shall be made through the IRS Section 125 Plan (on a pre-tax basis) as permitted by law. Bargaining unit members on unpaid leave of absence who are eligible to continue medical coverage shall subnit payments directly to Hospital (or the designated service provider). Coverage shall terminate if the required deductions or payments are not made during the month.
3. Duplicate coverage, duplicate coverage for dependents covered by two (2) or more bargaining unit members will be eliminated (based on date of birth) upon ratification of the contract.

## Section 2. MEDICAL BENEFITS

Effective August 21, 2017 [90 days of the ratification of the Agreement], the Employers shall make available two comprehensive medical plans as proposed by the Employers, i.e., the Verity hospital-based EPO ("EPO") plan and Verity hospitalbased PPO/Buy-Up ("PPO") plan options for all benefit eligible regular full-time and regular part-time bargaining unit members. These plans shall be as proposed by the Employers on March 13, 2017 and March 23, 2017.

Effective August 21, 2017 [ 90 days of the ratification of the Agreement], with respect
to EPO coverage only, the Employers shall pay one hundred percent (100\%) of the premium cost of the Employee, Spouse and Family coverage for all benefit eligible full-time bargaining unit members and part-time bargaining unit members, subject to the plan's eligibility requirements.

With respect to benefit eligible bargaining unit members who elect the PPO/Buy-Up plan only, the Employers will contribute the same dollar amount (equal to the Employer's contributions for EPO coverage) towards the cost of the PPO/Buy-Up plan and the bargaining unit member will contribute the difference through payroll deductions.

For calendar year 2017, benefit eligible bargaining unit members electing the PPO/Buy-Up will pay the following:

1. Employee only - $\$ 31.85 /$ pay period
2. Employee \& Children - $\$ 57.31 /$ pay period
3. Employee \& Adult - $\$ 66.86 /$ pay period
4. Employee \& Family - \$98.69/pay period

These contributions shall be adjusted on a calendar year basis each year of this Agreement. Advance notification of the increases shall be provided with the annual open enrollment. Annual increases for Local 20 shall not exceed the increases for any other bargaining unit.

## Section 3. DENTAL PLANS

The Employers will provide a basic dental plan fully paid by the Employers for the bargaining unit member and his/her dependents (including spouse, registered domestic partner and children). The Employers will maintain the PPO Dental plan, if any, on the same terms as currently provided to bargaining unit members.

## Section 4. VISION PLAN

The Employers will continue to offer a vision benefit plan fully paid by the Employers for the bargaining unit member and his/her dependents (including spouse, registered domestic partner and children).

The Employers will continue to offer a voluntary vision Buy Up option. Any bargaining unit member electing this Buy-Up option will pay the difference between the Buy-Up and the standard vision option.

Section 5. VOLUNTARY SHORT TERM DISABILITY PLAN
The Employers will continue to offer a voluntary Short Term Disability Plan Option on a bargaining unit member paid basis.

## Section 6. VOLUNTARY LONG TERM CARE PLAN

The Employers will continue to offer a voluntary Long Term Care Plan option on a bargaining unit member paid basis.

## ARTICLE 19

## GROUP LIFE INSURANCE

The Employers will provide each Regular bargaining unit mernber working a predetermined work schedule of not less than twenty (20) hours per week with a group life insurance policy that will provide a benefit equal to at least $\$ 10,000$ or one times (1x) the bargaining unit member's base pay, whichever is greater. Base pay is defined as the bargaining unit member's hourly base rate times his/her regularly scheduled hours per pay period times the number of pay periods per year. The coverage will be effective on the first day of the month following completion of thirty (30) calendar days of continuous employment as a Regular Full-Time or Regular Part-Time bargaining unit member. However, when a Temporary bargaining unit member is reclassified to Regular Full-Time or Regular Part-Time status, coverage will be effective the first day of the month following such reclassification,

The Employers will pay the full cost of premiums for group life insurance for each eligible bargaining unit member who qualifies for non-smoker rates, bargaining unit members who do not qualify for non-smoker rates will be required to pay the additional cost, if any, of premiums above the non-smoker rates.

Bargaining unit members may also continue to purchase additional life-insurance as well as dependent life for spouse and child(ren) at group rates.

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

bargaining unit member life insurance is $\$ 10,000$ with premium paid by Hospital. Accidental Death and Dismemberment insurance benefit is $\$ 10,000$ with the premium paid by Hospital.

LONG TERM DISABILITY (LTD)
$60 \%$ of base pay with premium paid by Hospital.
ARTICLE 20
RETIREMENT

## Section 1. PENSION

O'Connor will continue to offer the DCHS Retirement Plan Account (the "RPA Plan') to all eligible regular Part-Time and Full-Time bargaining unit members as well as eligible per diem bargaining unit members, each in accordance with RPA Plan terns.

As of March 1, 2011, the RPA Effective Date for bargaining unit members, all benefits accrued up to such date Under the Verity Health Systems Retirement Plan and the RPHE Plan were frozen.

Bargaining unit members who were employed as of March 1, 2011, the RPA Effective Date, shall receive the following contributions pursuant to the following schedule:

| Years of Service | Contribution Rate |
| :--- | :--- |
| $0-9$ | $3 \%$ |
| $10-14$ | $5 \%$ |
| $15-19$ | $7 \%$ |
| $20-24$ | $9 \%$ |
| $25-29$ | $11 \%$ |
| $30+$ | $12 \%$ |

Bargaining Unit Members hired after March 1, 2011 shall receive the following RPA contributions pursuant to the following schedule:

| Years of Service | Contribution Rate |
| :--- | :--- |
| $0-9$ | $3 \%$ |
| $10-14$ | $5 \%$ |
| $15+$ | $7 \%$ |

Section 2. 403(B) PLAN
Hospital will match contributions made to Hospital-Sponsored 403(b) Plan. The match benefit will be provided through Hospital-Sponsored 401(a) Plan and subject to the terms and conditions of the Plan. Pursuant to this provision, Hospital will contribute $\$ 0.35$ to a bargaining unit member's 401(a) Plan account for every $\$ 1.00$ that a bargaining unit member contributes, for all of the bargaining unit member's contributions up to a maximum of $5 \%$ of the bargaining unit member's total annual compensation (i.e., maximum $1.75 \%$ of total annual compensation).

## Section 3. RETIREE HEALTH

A. Health coverage made available from early retirement (age 55 or later) until attainment of age 65 ("bridge" to Medicare eligibility), applicable to bargaining unit members only.
B. Retiree coverage provided via active employee health plans.
C. Coverage is provided to bargaining unit member who terminates employment after attaining age 55 and completes at least 10 years of service.
D. The portion of retiree health cost (COBRA rates) paid by the Employers is based on bargaining unit member's years of service at time of temination is as follows:

More than 10, but less than 15: $\quad 0 \%$
More than 15, but Less than 20; $\quad 25 \%$
More than 20, but less than 25: $\quad 50 \%$
More than 25 years of service: $\quad 75 \%$
E. Scientists will be given past service credit to date of hire.

The maximum monthly COBRA premium is $\$ 500$; then applicable years of service percentage is applied.

Based on the $\$ 500$ monthly COBRA premium, the maximum employer's monthly contribution per retiree with differing service levels would be:

More than 10, but less than 15: $\$ 0$
More than 15 , but less than 20: $\$ 125$ per month
More than 20, but less than 25: $\$ 250$ per month
More than 25 years of service: $\$ 375$ per month

## ARTICLE 21

## LEAVES OF ABSENCE

## Section 1. EDUCATION LEAVE

Each regular full-time and part-time bargaining unit member shall be entitled to forty (40) hours leave with pay each year, prorated based on status for part-time bargaining unit members based on hours worked to attend or complete courses, institutes, workshops or classes of an educational nature. The bargaining unit member will submit and get approval for said educational leave in advance and the activity will meet a requirement for CEUs needed for re-licensure by the State of California or for other accreditation related to laboratory work. Educational . leave will not be unreasonably denied.

Twenty (20) hours of educational leave may be used for home study or on-line courses (part-time associates shall receive a pro-rated number of hours based on their status),

## Section 2. BEREAVEMENT LEAVE

## A. Definition of Family

Except as set forth herein, "immediate family," for purposes of this section means spouse, legally domiciled adult, children, sister, brother, parents, legal guardians, current parents-in-law including daughter and son-in-law, grandparents, grandchildren, registered domestic partner, their parents and children, step relative (parent, child, sibling), and foster children,

When a death occurs in the immediate family of a bencfited bargaining unit member, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. Limited Part-time and Per Diem bargaining unit members may be excused from work for up to three (3) days without pay.

In the case of death of an immediate family member as defined above, the bargaining unit member shall be entitled to an additional leave of absence of two (2) days without pay at the bargaining unit member's request. The bargaining unit member and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the bargaining unit member may use PTO or take an unpaid leave at the employer's discretion. The Employer will not unreasonably deny such requests.

## Section 3. LEAVES OF ABSENCE

A bargaining unit member who is on an approved Physical Disability Leave of Absence will have his/her group health plan coverage continued during the leave, while the bargaining unit member is on paid status at the level and, under the conditions coverage would have been provided if the bargaining unit member had not taken such leave. Beginning on the first (1st) day of the first full month during which a bargaining unit member is no longer on paid status the bargaining unit member 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.

## A. Medical Leave.

1. Bargaining unit members who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed six (6) months in a rolling twelve (12) month period, unless extended only by mutual agreement between the bargaining unit member and the Employer.
2. In order to be eligible for medical leave, the bargaining unit member 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 bargaining unit member is unable to perform his/her job duties due to the medical condition.
3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the bargaining unit member may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

## B. FMLA/CFRA.

1. Bargaining unit members continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 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;
(a) The birth of the bargaining unit member's child, or receipt of a child in foster care or adoption;
(b) The care of a bargaining unit member's immediate family member. For the purposes of this provision, members of the immediate family are defined as the bargaining unit member's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.
(c) A serious medical condition of the bargaining unit member.
(d) Care for an injured service member: An eligible bargaining unit member 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 bargaining unit members 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.
2. Upon return to work following a qualifying FMLA/CFRA leave, the bargaining unit member shall be reinstated to the same position, classification, unit, and shift held by the bargaining unit member at the time of the commencement of the leave.

## C. Pregnancy Disability Leave.

Bargaining unit members 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 CERA leave, in accordance with the provisions of California Law.

Upon return to work following a pregnancy leave, the bargaining unit member shall be reinstated to the same position, classification, unit, and shift held by the bargaining unit member at the time of the commencement of the leave.

## D. Work-related Disability Leave,

1. The Employer shall grant a leave of absence to a bargaining unit member 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 bargaining unit member is deemed to be Permanent and Stationary, whichever occurs earlier. When the bargaining unit member does not return to work, he/she may elect to continue his/her benefit under COBRA by paying the cost of such coverage.
2. The Employers shall make every reasonable effort to assist the bargaining unit member and return him/her to work after a workrelated injury, including an offer of modified (light) duty for at least ninety (90) days, return to the bargaining unit member's former position upon release for work, or retraining to an available position with the Employers, if the bargaining unit member is no longer able to perform the work of his/her former position.
3. Bargaining unit members returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the bargaining unit member at the commencement of the leave.
4. A bargaining unit member who, because of a work-related injury, is medically-determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and a bargaining unit member is medicallydetermined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations
under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such bargaining unit member may be replaced.

## E. 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 nonprofit 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 bargaining unit members 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(0)(3) not for-profit, charitable organization (e.g. American Red Cross) a designated agency.
3. Employer-Initiated Requests for Voluntary Disaster Service

The cases where the Employer's request voluntary disaster service of their bargaining unit members in response to requests in times of crisis from federal, state or local governmental entities or designated agencies as defined aboye, the following will apply:
(a) Eligibility

Any bargaining unit member will be considered eligible unless such bargaining unit member has a documented record of current unsatisfactory job performance.
(b) Procedures

Written agreement for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be obtained from the bargaining unit member's manager provided that the number of bargaining unit members absent for voluntary disaster service does not unduly impact the Employers' operations. Extension of voluntary service greater than 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 bargaining unit members responding to an Employers-initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions or this policy are met.
(c) Compensation and Benefits

A bargaining unit member 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 bargaining unit member's regular rate of pay while performing Volunteer disaster service.

Bargaining unit members 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 bargaining unit member shall submit documentation of the hours or yolunteer service for each day of volunteer duty.
(d) Travel Expenses

Bargaining unit members who volunteer for duty in response to an Employer's-initiated request shall be covered by the provisions of the Employers' National Travel Policy.

## 4. Bargaining Unit Member-initiated Requests for Volunteer Disaster Service.

When bargaining unit members, on their own wish to volunteer to assist during a disaster, the following will apply:
(a) Bligibility.

Any bargaining unit member will be considered eligible unless such bargaining unit member has a documented record of current unsatisfactory job performance.
(b) Procedures

Written application for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be approved by the bargaining unit member's manager. Requests for voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

The Employers will grant time off for short-term leaves of up to 30 calendar days in a calendar year to eligible bargaining unit members for official volunteer duty as long as the Employers receive reasonable notice, provided that the number of bargaining unit members absent for voluntary disaster service does not unduly impact the Employers operations. In the case where represented bargaining unit members request for voluntary leave for disaster service are numerous, the Employer will select the bargaining unit members in accordance with contract seniority, provided all other provisions of this policy are met.
(c) Compensation and Benefits

A bargaining unit member who requests and receives approval for leaves for voluntary disaster service on his or her own initiative, apart from any Employer's request from a governmental entity or designated agency, will be on unpaid leave during the period of volunteer service, unless the bargaining unit member elects to use accrued paid time off.

While on bargaining unit member-initiated unpaid voluntary disaster service, bargaining unit members 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 Employer's expense, provided such leave is for a period of 30 calendar days or less. After voluntary disaster leaves of 30 calendar days or less, the bargaining unit member will be reinstated into their regular position.

## F. Union Leave

One (1) bargaining unit member 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 bargaining unit member will be returned to
his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.

Upon a two (2) week written notice from the Union to the Employer's Director of Human Resources or Vice President of Human Resources, prior to the posting of the monthly work schedule which includes the desired time off, one (1) bargaining unit member 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 bargaining unit member shall not suffer any loss of seniority or other benefits as a result of such leave.

## G. Military Leave

Military leave of absence shall be granted to eligible bargaining unit members 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).

A bargaining unit member 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, no bargaining unit member 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 from deployment.

## H. Kin Care Leave

A regular full time or regular part time bargaining unit member may use as much as one-half of his/her annual PTO accrual amount for time off to care for a sick child, parent, spouse, registered domestic partner or child of a registered domestic partner.

Child includes a biological, adopted or foster child, a stepchild, a legal ward, or a child when the bargaining unit member stands in loco parentis.

Parent includes the biological, foster or adoptive parent, a step-parent or legal guardian.

Bargaining unit members who desire to take a Kin Care Leave must complete a Kin Care Authorization Form for each related absence.

## I. Victims of Domestic Abuse Leave

A bargaining unit member who is victim of domestic abuse will be provided with time off without pay not to exceed twelve (12) weeks in a twelve (12) month period for:

To obtain a regular or temporary restraining order or to obtain other domestic abuse-related court assistance.

To seek medical attention for injuries related to domestic abuse.
To obtain services from a domestic violence shelter program or rape crisis center. To obtain psychological counseling related to an experience of domestic violence.

To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

## J. $\quad$ Required Notice

The bargaining unit member, when possible, must give a reasonable notice of his/her intention to take time off. If the bargaining unit member takes an unscheduled absence, he/she will not be subject to disciplinary action or that absence will not count as unauthorized absence when he/she provides either;

A police repott indicating that the bargaining unit member was a victim of domestic violence.

A court order protecting or separating the bargaining unit member from the perpetrator of an act of domestic violence, or other court document or prosecuting attoraey indicating that the bargaining unit member's court appearance.

Documentation from a medical professional, domestic violence advocate or counselor that the bargaining unit member was undergoing physical or psychological treatment for abuse resulting from victimization from an act of domestic violence.
K. Use of PTO

A bargaining unit member who takes a Victim of Domestic Violence leave may use any accrued PTO.
L. Other Leaves of Absence

Leaves of absence for reasons other than those specified herein above shall be granted only by agreement between the bargaining unit member 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.
M. Return to Duty

Unless otherwise specified above, when a bargaining unit member returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such a bargaining unit member shall be
, assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty ( 30 ) days and the bargaining unit member retums in compliance with the approved terms of the leave, the Employer will use their best efforts and will not unreasonably deny return of the bargaining unit member 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 bargaining unit member shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.
N. Notice to Replacements

A person hired or assigned as a replacement for a bargaining unit member on a leave of absence shall be so advised by the Employer.
O. Non-forfeiture of Accrued Rights

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

## P. Personal Leave

A personal/emergency leave of absence may be granted to full-time and regular part-time bargaining unit members, Length of a personal leave of absence may range up to 90 calendar days. Approval of personal/emergency leave of absence shall be made by the bargaining unit member's immediate supervisor with the concurrence of the Human Resources Department.

The Employer will not unreasonably withhold approval of requests for personal/emergency leaves of absence.

## Q. Concurrent Leaves

Except as otherwise required by law, if a condition or reason for leave entitles a bargaining unil member to more than one type of leave under this Article, such leaves shall run concurrently.

Section 4. JURY DUTY, WITNESS PAY AND VOTING TIME •
A. Jury Duty

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

Batgaining unit members who work on night shift will be excused from work the night after or the night before reporting for jury duty,

## B. Witness Pay

A bargaining unit member 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. The bargaining unit member must present a proof of Duty Statement issued by the Court to his/her manager.

## C. Time off to Vote

Bargaining anit members 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 bargaining unit member's supervisor. Where possible the bargaining unit member will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

## ARTICLE 22

## BOOKS AND TUITION

Bargaining unit members shall be reimbursed, up to $\$ 2,000$ per year for tuition and books after completion of courses while in the employ of Hospital, provided that the taking of the courses shall have first been approved in writing by the appropriate manager, and evidence of achieving a passing grade shall have been provided by the bargaining unit member. Requests for reimbursement will not be unreasonably denied.

ARTICLE 23

## SENIORITY

## A. Definition of Seniority

1. Seniority for full-time, part-time, and limited part-time bargaining unit members is the date of hire or re-hire into the bargaining unit members Classification at Hospital.
2. "Probationary" bargaining unit members shall, upon completion of the probationary period, accrue seniority retroactively from the latter of the date of the bargaining unit member's hire or re-hire.
(a) Per Diem bargaining unit members do not have seniority dates, but date of hire will determine "seniority" among other Per Diem bargaining unit members. The seniority date for Per Diem bargaining unit members transferring for the first time to a Regular Full Time, Regular Part-Time, or Limited Part-Time position will be the date of transfer to the Regular or Limited position,
3. Termination of Seniority: [Tentative Agreement]
(a) A bargaining unit member's seniority and employment relationship with Hospital shall terminate upon the occurrence of any of the following:
(i) The bargaining unit member voluntarily quits.
(ii) The bargaining unit member is discharged for cause.
(iii). The bargaining unit member is on layoff for more than twelve (12) months.
(iv) Failure to report to work from layoff by the start date or seventy-two (72) hours from notice of recall, whichever is later.
(b) Notice shall be given in person or by return receipt or certified letter to the bargaining unit member's last address on record.

ARTICLE 24

## REDUCTION IN STAFF

## Section 1. LAYOFF PROCEDURE

In the event of a reduction in force of regular hours, Hospital shall notify the Union at least thirty (30) days in advance of the effective date of the layoff, during which time volunteers for layoff or reduction in hours will first be sought. Hospital may give affected bargaining unit members two (2) weeks' pay in lieu of notice. Volunteers for layoff in such positions will be selected on the basis of seniority. If an insufficient number of bargaining unit members volunteer for layoff to meet reduction goals, then all bargaining unit members will participate in the department rebidding process based on seniority. The bargaining unit member must be qualified and have the ability, with no more than fifteen (15) work days' orientation, to competently perform all of the work in the position into which the bargaining unit member chooses to bid. In all cases, Hospital shall have the right and discretion to determine such capabilities and qualifications. It is understood that Hospital will notify the Union of its conclusion that bargaining unit member has not demonstrated his/her ability within said fifteen (15) work days prior to terminating the bargaining unit member and the orientation period may be extended by agreement of the parties.

Order: Indefinite or permanent layoffs shall occur in the following order:

- Temporary bargaining unit members;
- Per Diem or Limited Part-Time bargaining unit members;
- Regular full-time and regular part-time bargaining unit members.

Section 2. PER DIEM SCHEDULING PREFERENCE
Displaced bargaining unit members may elect to work as per diem bargaining unit members during the period they are on layoff status, Regular full-time and regular part-time bargaining unit members who so elect to work as per diem will be given preference over other per diem bargaining unit members in selecting shifts to be worked for a period not to exceed one year after layoff.

Section 3. RECALL

For a period of up to one year from the date of layoff, bargaining unit members (who have not secured a comparable position at Hospital) will be recalled in order of bargaining unit seniority for any vacancies that occur at Hospital from which they were laid off, provided they are qualified, and have the ability to competently perform, with no more than fifteen (15) days orientation, the available work. A bargaining unit member who is laid off shall retain seniority until she/he declines the offer of a comparable position at Hospital from which they were laid off. It is the responsibility of the bargaining unit member to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled bargaining unit member must accept recall within one week of confirmed contact and offer of a relatively equal position. Additionally, the bargaining unit member must return to work at Hospital within one week of notice or recall. If a bargaining unit member does not accept recall and return to work within one week, the bargaining unit member will be considered to have voluntarily resigned. Upon recall from lay off status, the bargaining unit member will be entitled to restoration of seniority and placement at the salary classification wage rate in effect at the time of the layoff, including fringe benefits. However, there shall be no accumulation of earnings or benefits during the period of separation, nor shall Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the bargaining unit member. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy. Bargaining unit nembers who experience a twelve-month (12) or more absence due to workforce reduction will lose seniority for all purposes.

Section 4. SEVERANCE PAY
2 weeks' notice plus:

- 0-3 years of service $=2$ weeks of pay
- 4-5 years of service $=3$ weeks of pay
- $6-7$ years of service $=4$ weeks of pay
- 8-9 years of service $=5$ weeks of pay
- $10-14$ years of $=6$ weeks of pay
service
- $15+$ years if service $=8$ weeks of pay

In the event of a sale of the Hospital, a bargaining unit member who is offered a position by the new owner is not entitled to receive severance pay as provided in this paragraph.

Section 5. TEMPORARY REDUCTION IN STAFFING
A. ... In the event that a Hospital determines that it is necessary to reduce staffing at a hospital on a given shift due to a reduced workload, the following procedures will apply:
B. First, volunteers will be solicited. If there are no volunteers, then any per diem bargaining unit member working on that shift will be canceled or sent home early.
C. In the event that there are no volunteers or per diem bargaining unit members on the shift in question, the bargaining unit member to have his/her hours reduced will be selected on a rotational basis, with the least senior bargaining unit member on duty at the affected hospital being canceled first and rotating the involuntary cancellation of hours throughout the year until all bargaining unit members have taken a.turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A bargaining unit member who has been placed "in charge" may be exempted from call-off whenever Hospital management concludes that the bargaining unit member is needed to remain in charge for the shift.

ARTICLE 25

## POSTING AND FILLING OF VACANCIES

## Section 1. POSTING VACANCIES

Hospital shall post all vacancies in positions covered by this Agreement for a minimum period of seven (7) calendar days prior to filling the position. Minimum qualifications shall be noted on the posting. This does not prevent Hospital from filling a vacancy on a temporary basis.

## Section 2. FILLING VACANCIES

Preference shall be given in the following order among bidding bargaining unit members from the same preference level. Among bidding bargaining unit members from the same preference level, seniority shall govern, as set forth in Article 23. In order to be selected, the bidding bargaining unit member must meet all stated qualifications of the job established by Hospital.

Only non-probationary bargaining unit members will be considered to fill vacancies. Hospital may not consider those applicants who have been disciplined, pursuant to Article 28, during, the preceding twelve (12) months.

If two (2) or more qualified bargaining unit members bid to fill a vacancy, and their qualifications and job performance are relatively equal, as determined by management, selection shall be in the following order of preference. In the event that two (2) bidding bargaining unit members have the same hire date, the tiebreakers shall be as follows: date of application for the vacancy of the position to
which they are applying. In the event that the tie is not broken, then the bargaining unit member with the lowest last four digits of his/her Social Security number will be awarded the position.

Preference Level 1: Full-time and part-time bargaining unit members employed by Hospital with the vacancy.

Preference Level 2: Limited part-time bargaining unit members employed by Hospital with the vacancy.

Preference Level 3: Per Diem bargaining unit members employed by Hospital with the vacancy.

Preference Level 4: Temporary Bargaining Unit Members employed by Hospital with the vacancy and all applicants not employed by Hospital with the vacancy. If all qualifications between an outside candidate and bargaining unit members covered by this Agreement not employed by Hospital with the vacancy are equal, preference will be given to the bargaining unit member. In all cases, Hospital shall have the right and discretion to determine qualifications.

ARTICLE 26

## UNION VISITATION RIGHTS

Hospital shall allow representatives of the Union to visit Hospital at reasonable times to ascertain whether the contract is being observed and to assist in adjusting grievances. At least two (2) hours prior to any such visit, the Union representative shall make his/her presence known to a designated representative of Hospital (Union will advise the Hospital in writing of the designated representative) prior to entering into Hospital and shall only meet with bargaining unit members in non-work areas during each bargaining unit member's non-duty hours. Any representative from the Union shall not remove any property or records from Hospital without the express written authorization of the Vice-President of Human Resources.

## ARTICLE 27

## GRIEVANCE AND ARBITRATION

The parties shall use the following procedures to resolve any grievances that may arise during the term of this Agreement. The parties recognize that the goal of this Article is to discuss and resolve grievances informally prior to resorting to Step 2.

Section 1. DEFINITIONS
A. Grievance: a dispute raised by a bargaining unit member, the Union or Hospital concerning the interpretation application or compliance with any specific provision of this Agreement, or a dispute concerning whether or not discipline, including discharge, is for just cause. Performance appraisals are not grievable or arbitrable under this Article.
B. Days: calendar days, excluding Saturdays, Sundays, and contract holidays.

## Section 2. TIME LIMITS

Except for the filing of the grievance, time periods specified in this Article may be extended, so long as the agteement to extend is in writing and expressly agreed to by Hospital and the Union.

No grievance will be arbitrable unless: (a) the initial filing of the grievance was timely, as set forth in this Article; and (b) the written referral to arbitration was timely, as set forth in this Article.

## Section 3. GRIEVANCE STEPS

A. Step 1: Within fourteen (14) days of the date on which a bargaining unit member first has knowledge, or reasonably should have knowledge, of the event or condition giving rise to the grievance, the bargaining unit member must discuss the matter with the Laboratory Director or designee. If the grievance is not resolved at this step, the bargaining unit member may appeal to Step 2. If the Laboratory Director or designee does not respond within seven (7) days of being informed of the grievance, the bargaining unit member or Union may appeal to Step 2.
B. Step 2: Grievances that are referred to step 2 shall be in writing and must contain the following information:

- The issue, situation or nature of the grievance;
- The date on which the issue or situation occurred, or the date on which the bargaining unit member or the Union became aware of the issue or situation;
- The provisions of this Agreement alleged to have been violated; and
- The resolution or remedy sought.

Grievances relating to a bargaining unit member termination or suspension shall be presented within thirty (30) days of the termination or suspension date directly to the Vice President of Human Resources or his/her designee. No grievance shall be processed under this Article unless it has first been presented at this Step within thirty (30) clays of the date when either the bargaining unit member, or the Union first had knowledge, or reasonably should have had knowledge of the event(s) giving rise to the grievance.

A Step 2 meeting shall take place within fourteen (14) days after the filing of the grievance. The Vice President of Human

Resources or designee shall respond in writing within fourteen (14) days of the meeting. If Hospital does not timely respond as provided in this section, the bargaining unit member or Union may advance to grievance to the next Step.
C. Step 3: If the grievance is not resolved at Step 2, the bargaining unit member or Union may proceed by submitting a written notification to the Vice President of Human Resources or designee within fourteen (14) days following issuance of the Step 2 response. The parties will select an arbitrator within fourteen (14) days of the notification. The parties will select an arbitrator by alternately striking a name from the FMCS list of arbitrators. The order of striking will be determined by a coin toss.

The arbitrator shall hear the grievances as expeditiously as possible, and shall render a decision in writing within sixty (60) days after the conclusion of the hearing or submission of briefs, whichever is later.

The arbitrator's authority is limited to interpreting the provisions of this Agreement and determining if just cause was used for cases of termination and suspension. The Arbitrator shall have no authority to add to, subtract from, or modify this Agreement.

The arbitrator's decision shall be final and binding upon the parties. Arbitration expenses will be shared equally by Hospital and the Union. Each party shall bear its own expenses for representation and witnesses.

ARTICLE 28

## DISCIPLINE

Section 1. If any bargaining unit member is called to meet on a matter which involves the investigation of facts and the bargaining unit member reasonably believes the matter could lead to discipline, upon that bargaining unit member's request, the Hospital will allow the bargaining unit member to be represented with a Union Steward or Representative at the meeting. There must be just cause for all discharge or discipline issued by the Hospital.

Section 2. The Hospital follows the general principles of progressive discipline. However, major violations of work rules and policies are cause for severe disciplinary action including discharge, as determined by the Hospital, regardless of whether previous disciplinary action has been taken.

Section 3. Except where prohibited by law, if after an èighteen (18) month period of time following the issuance of discipline there was been no discipline of a similar nature,
the disciplinary notice will be removed from the Employee's personnel file upon the written request of the Employee.

Section 4. Inspecting a bargaining unit member's Personnel File: A Union Representative or Steward may inspect material from a bargaining unit member's personnel file when such inspection is related to the investigation of a grievance, provided the Hospital has been given specific written consent for such inspection by the affected bargaining unit member(s).

ARTICLE 29

## CLINICAL LABORATORY SCIENTIST'S RIGHT TO RECEIVE AND REVIEW EVALUATIONS AND WARNINGS

The bargaining unit member may, during normal business hours of the personnel office, review his or her personnel file to the extent permitted by law. The bargaining unit member shall be allowed by the Supervisor or Department Head to read, sign and receive copies of personal evaluations or letters of warning prior to their placement in the bargaining unit member's personnel file. The bargaining unit member will receive a copy of the evaluation and/or letter of warning.

## ARTICLE 30

## NO STRIKE 7 NO LOCKOUT

There shall be no strikes, lockout, or other stoppages or interruption of work, including sympathy strikes, during the term of this Agreement.

ARTICLE 31

## BULLETIN BOARDS

Hospital shall provide space on a bulletin board in the immediate vicinity of the Laboratory. A designated Union representative shall be responsible for posting material submitted by the Union.

## ARTICLE 32

## SEVERABILITY

If any provision of this Agreement or any application thereof is held by an agency or court of competent jurisdiction to be contraty to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision. All other provisions shall continue in full force and effect.

ARTICLE 33

## CHANGE OF OWNERSHIP

NOTIFICATION In the event of a change of ownership of $O^{\prime}$ Connor Hospital or if $O^{\prime}$ Connor Hospital enters into a partnership, affiliation, merger, sale or other transfer of ownership of the Hospital's operation, the Hospital will notify the union with at least sixty (60) days written notice prior to the effective date of the sale, merge, affiliation, partnership or other transfer of ownership and upon request, bargain the effects with the Union.

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

ARTICLE 34

## PHYSICAL EXAMINATIONS

## PHYSICAL EXAMINATIONS

All pre-employment physical examinations required of bargaining unit member. in connection with his/her employment, according to the Employer's practice, shall be given without charge to the bargaining unit member, 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 bargaining unit member'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 bargaining unit member is physically able to perform the essential functions of his or her job.

## ARTICLE 35

## TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. the day following ratification of this Agreement, and shall remain in effect until April 30, 2020.

O'CONNOR HOSPITAL
ENGINEERS \& SCIENTISTS OF NORTHERN
CALIFORNIA, IFPTE, LOCAL 20
(APL-CIO CLC):
Date: $\quad$ Date: $\quad$ John Mader, President

ENGINEERS \& SCIENTISTS OF NORTHERN CALIFORNIA, IFPTE, LOCAL 20 (AFL-CIO CLC):

Nick Steinmeier, Union Representative
Date: $\qquad$

## ARTICLE 35

## TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. the day following ratification of this Agreement, and shall remain in effect until April 30, 2020.


ENGINEERS \& SCIENTISTS OF NORTHERN CALIFORNIA, IFPTE, LOCAL 20 (AFL-CIO CLC):

John M 2 der, President
Date: January 26, 2018
Date: $\quad 1 / 22 / 2018$

ENGINEERS \& SCIENTISTS OF NORTHERN
CALIFORNIA, IFPTE, LOCAL 20
Nick Steindeier, Union Representative
Date: $1-22-2018$

## Exhibit 10

December 11， 2018

## Via Email（jvoelzow＠gmail．com）

## James Voelzow

California Licensed Vocational Nurses Association

Re：Proposal Regarding Disposition of CBA

Dear Mr．Voelzow：

Dentons is counsel to Verity Health System of California，Inc．（＂Verity＂）and several affiliates，including O＇Connor Hospital（＂ OCH ，and collectively with Verity and its affiliates，the＂Debtors＂），in their bankruptcy cases currently pending in the United States Bankruptcy Court for the Central District of California（the＂Court＂），which commenced on August 31， 2018 （the＂Petition Date＂）．

I am writing to memorialize the proposal orally made to you on Friday，December 7， 2018，by Richard Adcock and Steve Sharrer，regarding the Collective Bargaining Agreement between OCH and California Licensed Vocational Nurses Association （＂CLVNA＂），which is effective November 12， 2016 through October 31， 2019 （the＂Prepetition CBA＂）．We urge you to discuss this proposal with your legal counsel．

As we discussed，the proposal is that the Debtors will need to terminate the Prepetition CBA because they will no longer own or operate OCH and will shortly commence steps to do so by filing a motion in the Court to＂reject＂the CBAs pursuant to section 1113 of the Bankruptcy Code， 11 U．S．C．§101－1531，as amended（the＂Proposal＂）．The necessity of the Proposal is supported by the following：

On October 1，2018，the Debtors filed a Motion for the Entry of（I）an Order（1） Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use，（2）Approving Auction Sale Format，Bidding Procedures and Stalking Horse Bid Protections，（3）Approving Form of Notice to be Provided to Interested Parties，（4）Scheduling a Court Hearing to Consider Approval of
the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Sale Procedures Motion") [Dkt. No. 365]. Attached as Exhibit A to the Sale Procedures Motion was the proposed Asset Purchase Agreement ("APA") to sell OCH and Saint Louise Regional Hospital (collectively, the "Hospitals") to Santa Clara County (the "County"). A copy of the Sale Procedures Motion and APA was served on CLVNA at that time.

On October 31, 2018, the Court, after a notice and hearing, entered an Order approving the Sale Procedures Motion (the "Sale Procedures Order") [Dkt. No. 725], which approved the County as the "stalking horse" purchaser for certain assets and liabilities of OCH and SLRH as set forth in more detail in the APA.

The Sale Procedures Order established a deadline of December 5, 2018 (the "Bid Deadline") whereby interested parties who met certain criteria (each an "Alternative Qualified Bidder") could submit bids to purchase the assets and liabilities of OCH, SLRH or both Debtors (each an "Alternative Qualified Bid"). After the Debtors undertook a thorough marketing process to sell in whole or in part the Hospitals, no Alternative Qualified Bidder (or any other bidder) has presented an Alternative Qualified Bid (or any other bid) by the Bid Deadline, nor has any party requested additional time within which to submit such a bid. So, at this time, no party other than the County has expressed interest in acquiring and operating the Hospitals.

Due to the absence of an Alternative Qualified Bidder, the Debtors will seek final approval of the APA at a hearing before the Court on December 19, 2018. Under the APA, the County does not seek to be bound by the terms of, or obligations under, the Prepetition CBA.

Because the APA is for the sale of all operations of OCH and SLRH, after the Sale closes (which we expect to occur at late February or March 2019), the Debtors will no longer operate those Hospitals and, therefore, will have no further need for the Prepetition CBA, and, as the County will only acquire the Hospitals free from the Prepetition CBA, aver that rejection of them is necessary to permit reorganization of the Debtors because the only bidder in a thorough marketing and auction process will not assume the Prepetition CBA. Our hope is that we may proceed consensually with CLVNA with respect to the rejection process and in determining and settling CLVNA right to rejection relief. The Debtors, of course, remain open to receive and consider all comments, concerns and proposals from you.

Please note that the Debtors reserve the right to amend, add, delete or modify this proposal.

Should you or legal counsel desire further information to communicate about this proposal, please feel free to contact me directly.

Thank you.

Sincerely,


Sam J. Alberts

## Exhibit 11

# COLLECTIVE BARGAINING AGREEMENT 

## BETWEEN

## O'CONNOR HOSPITAL

AND<br>CALIFORNIA LICENSED YOCATIONAL NURSES' ASSOCIATION



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THIS AGREEMENT, made and entered into this 1st day of November, 2016, by and between CALIFORNIA LICENSED VOCATIONAL NURSES' ASSOCIATION, INC., affiliated with Califormia Healthcare Employees', LIUNA Local 716, hereinafter referred to as the "Association," and O'CONNOR HOSPITAL, hereinafter referred to as the "Hospital."

## WITNESSETH:

The parties hereto have agreed as follows:

## ARTICLE 1 RECOGNITION

The Association, having established that it has been designated the collective bargaining agent by a majority of the Licensed Vocational Nurses covered by this Agreement, the Hospital hereby recognizes the Association's right to bargain and act with respect to wages, hours, and other terms and conditions of employment.

## ARTICLE 2 COVERAGE

The LVN's covered by this Agreement shall be those holding a current Licensed Vocational Nurse license who have been assigned to a position where the job descriptions call for a Licensed Vocationat Nurse temporary help (i.e., LVNs hired for a period of time not to exceed ninety (90) calendar days). All references herein made to "Nurse" or "LVN" shall be deemed to mean Licensed Vocational Nurses covered by this Agreement.

The scope of recognition granted in Article I shall have no application in any other corporation or facility the Hospital has an interest in or opens, even if said corporation or new facility employs Nurses. In the event the Hospital relocates its acute care hospital, or any department or units where LVNs are presently employed, anywhere within the jurisdiction of the Association, the terms of this Agreement shall be applicable.

## ARTICLE 3 MANAGEMENT RIGETS

All rights customarily and traditionally exercised by the Hospital to operate its business and direct its employees are hereby expressly reserved to the Hospital unless the terms of this Agreement specifically limit said rights, in which event the terms of this Agreement shall control. Except to the extent specifically limited by some other term of this Agreement, these rights include, but are not limited to, the right to determine charges and fees for services, methods of financing; to sell, merge, consolidate the Hospital, or any part thereof, free of liabilities of this Agreement; to establish, revise or continue policies, practices, or procedures; the right to deter-mine and from time to time re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Hospital and/or to subcontract same; to select and assign work to such employees in accordance with the requirements determined by management; to determine the existence or the lack of work; to determine and change starting times, quitting times and shifts for the entire department to serve
the convenience of the Hospital or employee, such as daylight savings time; to transfer employees within departments or into other departments and into other classifications; to determine and change the size of, composition of, and qualifications of the work force; to make and enforce reasonable rules for the maintenance of discipline or efficiency; to hire, fire, suspend, transfer, promote and to otherwise discipline employees; and to take measures as management may determine to be necessary for the orderly, efficient and profitable operation of the Hospital. The Association reserves the right to file grievances over any contract violations including discipline or discharge not for just cause for LVNs who have completed their probationary period.

The failure of the Hospital or Association to exercise any rights shall not constitute a waiver of same.

## ARTICLE 4 NON-DISCRIMINATION

There shall be no discrimination by the Employer against any LVN or applicant for position as an LVN on account of membership in or activity on behalf of the Association, provided that such activities shall not interfere with any LVN's regular work.

Neither the Employer nor the Association shall discriminate against any LVN on account of race, sex, age, creéd, color, nationat origin, marital status, political-aftiliation, veteran-status, sexual :- - : - - . orientation or other basis in violation of applicable federal, state or municipal law. The Employer and the Association also agree that they shall also comply with the Americans with Disabilities Act and the California Fair Employment and Housing Act and where such compliance requires departure from provisions of this Agreement, the Employer shall notify the Association and, upon request, shall meet and confer on the proposed action and any alternative proposals by the Association.
Any use of the gender in this Agreement, including job classifications, shall be interpreted as refering to either male or female.

## ARTICLE 5 DEFINTTIONS

## Section 1 LVN Classifications

As of the effective date of this Agreement there shall be three recognized LVN classifications:

LVN I: LVN capable of administering medications;
LVN II: LVN who has completed an I.V. Therapy course approved by the BVNPTE and who has demonstrated competence sufficient to perform within the Hospital's standardized procedure system.

Note: $\quad$ I.V. fluids are fluid solutions of electrolytes, nutrients, vitamins, blood and blood products.

LYN II: One who meets the standards, criteria, functions and expectations of the LVN III clinical ladder.

## Section 2 Regularly Scheduled LVN

A. Minimum Hours: Any newly hired regularly scheduled part-time LVN will be regularly employed for a minimum of forty (40) hours bi-weekly. Any previously employed thirty-two (32) hour (two-fifths) regularly scheduled part-time LVNs may retain that status/ schedule.
B. Status: For convenience of computation, a regularly scheduled part-time LVN may be designated as one-half ( $1 / 2$ ) regularly scheduled part-time LVN, three-fifths (3/5) regularly scheduled part-time LVN, or four-fifths (4/5) regularly scheduled part-time LVN as may be applicable in each case. Once the designation has been established, a change in status must be requested in writing by the LVN in response to a posted vacancy.
C. The Employer agrees that per diem Nurses will not be used to circumvent the concept of Regular employment. When, over a period of ninety (90) days, a Per Diem LVN is scheduled and works twenty (20) or more hours each week; the Hospital and the Association will evaluate the need to reclassify the position to regular status.

Section 3 Probationary Period
The probationary period for a new regular full-time or part-time LVN, or a regular fulltime or patt-time LVN hired atter a break in continuous service, shall be ninety ( 90 ) days of continuous employment.

A new LVN or an LVN hired after a break in continuous service shall have no seniority rights and may be terminated at any time during the probationary period for any reason, and the LVN shall have no recall rights or recourse to the grievance and/or arbitration procedure with respect to any discipline or discharge. Upon completion of the probationary period, the LVN's seniority shall be computed as of the date of the most recent hire.

## ARTICLE 6 COMPENSATION

## Section 2 Step Increases

Step increases in salary for regularly scheduled part-timc Nurses, as well as full-time,
shall be based upon each twelve (12) calendar months. An LVN who is at the highest step and would not otherwise receive a step increase, shall be eligible for a merit bonus at the beginning of their eleventh ( $11^{\text {th }}$ ) tenure year. Tenure credit should be counted towards years worked towards merit bonus.

LVNs shall receive a written performance evaluation by their immediate supervisor at the completion of the probationary period and at least annually thereafter. An LVN shall sign his or her evaluation after it has been discussed with him or her to indicate that the evaluation was discussed; however, such signature shall not necessarily be construed as agreement by the LVN with the evaluation. A copy of the evaluation shall be made available to the LVN. If an LVN believes he or she has received an unfair or incorrect evaluation, he or she may appeal the evaluation to said immediate supervisor's superior next in line, up to the Nurse Executive.

After each consecutive twelve (12) month employment period, an LVN shall receive the appropriate step increase as set forth in this Article.

## Section 3 Proration of Fringe Benefits

A regularly scheduled part-time LVN will be entitled to a proration of fringe benefits. Where applicable, such LVN shall be personally required to pay the balance of the proration if he or she desires to receive the prorated-benefits:-i-is-specifieally-understood-that the Hospital will not pay that portion of any premium or benefit for any regularly scheduled part-time LVN who does not desire or does not pay the remaining balance of any premium or benefit necessary for him or her to pay in order to be entitled to a particular benefit. It is agreed that in the event a regularly scheduled part-time LVN does not participate in the payment of fringe benefits as provided in this Article, the Hospital's obligation to resume any such coverage at a later date shall be subject to any applicable rules and regulations concerning eligibility then in effect for new or resumed coverage, as the case may be. The proration of family health care premiums for fuil-time and part-time regularly scheduled LVNs is governed by Article 13.

## Section 4 Promotion to the LVN Classification

In the event a noo-LVN receives licensure and qualifies to administer medications and applies for an open LVN position, and in the event the Hospital elects to assign him or her to an LVN position as above described, the LVN should be placed in the First Step of the LVN salary range, or his or her then current salary, whichever is higher. For salary purposes only, this employee will be considered a new hire LVN.

## Section 5 Bilingual Services

A Nurse shall not be required to provide/interpreter/translator services for the Hospital. A Nurse agreeing to provide such services shall do so only on a voluntary basis and shall be beld harmless for any legal or other adversc actions from an alleged misrepresentation as the result of translating or interpreting activities.

## ARTICLE 7 CREDIT FOR PREVIOUS EXPERIENCE

## Preamble

This entire Article shall be applicable to new hires only, provided, however, that new hires and/or current employee LVNs given credit for previous experience shall not lose such credit.

## Section 1 Tenure Credit

LVNs hired after the effective date of this Agreement shall receive one (1) year tenure credit for two (2) or more full years of previous experience within the last five (5) years prior to the date of employment; and two (2) years tenure credit for three (3) or more years of previous experience within the last five (5) years prior to the date of employment; and three (3) or more years tenure credit for five (5) years or more of previous experience within the last seven (7) years prior to the date of employment in an accredited facility as defined in Section 3 below.

If the Hospital's records are incomplete with respect to tenure credit, the burden of proof of all tenure credit shall rest with the LVN. Tenure credit for previous employment which does not fully conform to the above or below definition of previous experience may be discussed at the request of the Association.

## Section 2 Accredited Facility Defined

Accredited is defined to be an acute care facility accredited by the Joint Commission on Accreditation of Hospital, service hospitals (U.S.), and foreign hospitals who are equivalent in practice. For purposes of granting tenure credit, employment in a skilled nursing unit that is a part
of an accredited acute care facility also shall qualify for tenure credit; however, no credit will be given where the skilled nursing unit is not a part of or affiliated with an accredited acute care facility. The Hospital's determination of equivalency shall not be grievable.

## Section 3 Non-Grievable

Such previous experience shall, in the sole determination of the Hospital, be approximately equal to the level of utilization then existing at the Hospital for that particular LVN, and the decision of the Hospital shall be final and binding and shall not be subject to the grievance procedure and/or arbitration.

## ARTICLE 8 SEIFT/WEEKEND DIFFERENTIAL



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The PM differential listed above shall be applicable to all hours worked between 3:00 PM to $11: 00 \mathrm{PM}$ and for nights to the hours worked between 11:00 PM to 7:00 AM,

If the weekend differential is deleted or reduced for RN personnel, then the same
changes shall be effective simultaneously for covered LVNs.

## ARTICLE 9 OVERTIME AND DOUBLE SHIFTS

Section 1 Daily Compeasation

Section 2 B-Weekly Compensation

## Section 3 No Pyramiding

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays.

Section 4 Meal Period and Payment for Meal Time Worked


## ARTICLE 10 STANDBY AND CALL-BACK

Section 1 On Standby and Call-Back from Standby
exception is that if the LVN is compensated for standay on the basis of a set amount of dollars for an entire shift of standby (and not on an hourly rate), the LVN shall receive this set amount of payment per shift irrespective of the number of hours worked while on standby.

## Section 2 Call-Back for Other Reasons

Any LVN called back to the Hospital for other reasons, or for attending in-service programs outside his or her regular working hours, the attendance of which has been required by the Hospital and has been first approved, in writing, by the Nursing Service Office, shall be paid at the overtime rate, if applicable, for time actually spent at the Hospital, or while-in-attendance at the in-service program.

Section 3 Early Call-m-When Scheduled


If called by the Employer to report for work with less than four (4) hours' notice when not scheduled and while not on call,

Such premium will cease at the commencement of the Nurse's next scheduled shift or when the Nurse is released from work, whichever is earlier. This provision will not apply when a Nurse is recalled from a daily cancellation or is called in due to a disaster alert.

## Section 4 Schedules

Work schedules shall be prepared and posted seven (7) days in advance of the work period. Reasonable requests for days off must be submitted two (2) weeks prior to the scheduled posting time. Once a schedule has been posted, changes in workdays will be made at least a week in advance. Except where events beyond the control of the Hospital require such a change, all changes shall be with the approval of the applicable Nursing Manager.


## Section $5 \quad$ Reduction of Staff Davs

The parties to this Agreement recoguize that the Hospital may have sudden drops or fluctuations in patient consus in certain units requiring the temporary layoff(s) of LVNs for such day(s). Such days are referred to as Reduction of Staff Days. In each unit, the Hospital will not assign a Reduction of Staff Day to a Regular LVN if Per Diem or Registry LVNs are working in the unit on that same day and shift, assuming that the Regular LVN's skills are equal to those of the Per Diem or Registry LVN. Nurses who have a Reduction of Staff Day will be allowed to take PTO pay for such day. This provision is in accordance with the Hospital's current policy, and should the Hospital revise its policy, such revisions shall apply to covered LVNs after an opportunity for joint discussion with the Hospital has been provided to the CLVNA.

Section 6 Call-Off
If the Hospital determines that it is necessary to call off an LVN from his/her regular or assigned shift, the Hospital shall attempt to reach the LVN at least two (2) hours before the LVN's reporting time. If the Hospital makes at least two (2) such attempts, the LVN will not be entitled to pay even if the LVN reports to work. If such attempts are not made and the Nurse reports to work, then the LVN, at the Hospital's option, will be entitled wo four (4) hours straight-time pay orfour (4) hours work or a combination thereof Call-off will be by rotation within the unit.

Also, because late calls do not allow the Hospital to provide replacement Nurses with two (2) hours' notice, it is agreed that all LVNs will provide at least two (2) hours' notice prior to the start of their shift of an absence, (e.g., precluded from reporting to work by an illness). If an LVN fails to provide such notice, then the LVN's absence shall be unexcused. In the Nursing Manager's discretion, however, the absence may be treated as an excused absence if the Manager believes that extenuating circumstances make an excused absence appropriate.

## ARTICLE 11 WEEKEND ROTATION

## Section 1 Definition of Weekend

A weekend means Saturday and Sunday, except in the case of a night shift, it means Friday and Saturday.

## Section 2 Rotation Schedule

Regularly scheduled full-time or part-time LVNs will work no more than twenty-six (26) weekends per calendar year. The Hospital will endeavor to provide a rotation policy for weekend work so that no LVN shall have to work more than two (2) consecutive weekends without the third weekend off. Any LVN who elects to be excluded from this provision shall do so by written agreement with the Hospital.

ARTICLE 12 PADD TIME OFF (PTO)

ARTICLE 13 MEDICAL, VISION, DENTAL, ORTHODONTIA COVERAGE

## Section 1 Eligibility

Health insurance shall be provided to regularly scheduled full-time and part-time LVNs from the first of the month following thirty (30) days of continuous employment at the Hospital.

Section 2a Medical Coverage

Section 20 Dentalyan
The Hospital will provide a dental plan, fully paid by the Employer for the employee and his/her dependents. As of January 1, 2012, the dental plan will no longer have a two-year lock.

## Section 2c Vision Plan

The Hospital will provide a vision plan, fully paid by the Employer for the employee and his/her dependents. As of January 1, 2012, the vision plan will no longer have a two-year lock.

## Section 2d LDA Coverage

Legally Domiciled Adults ("Grandfathered LDAs"), shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the employee's Federal Income Tax; and can provide proof of their dependent qualification. However, effective December 31, 2011, LDA dependents age 65 or older shall be terminated from all insurance coverage. Grandfathered LDAs who reach age 65 after December 31, 2011 will be terminated from coverage as of the last day of the month in which he/she turns age 65. The LDA coverage option will cease (except for Registered Domestic Partners) as of the date of the ratification of this contract for future LDA enrollments.

## Section 2e Duplicate Coverage

Currently, CLVNA members may cover each other and/or their qualified dependents under each other's medical, dental and/or vision plans provided by DCHS. Effective January 1, 2012, DCHS will no longer allow duplicate coverage. Therefore, DCHS associates who both work for DCHS and are eligible for coverage under each other's medical, dental and/or vision plans, will
only be able to cover their respective dependents (spouse, children, etc.) under one or the other's medical, dental and/or vision plans. If no action is taken by the CLVNA member, DCHS will make the following changes for you and your family as follows: each DCHS member will be left in the respective plans he/she has elected and all other dependents will be enrolled in the plan(s) of the DCHS member whose birthday comes first in the calendar year.

## Section 3 Coverage of LYNs on Leave of Absence

While on an approved, unpaid leave of absence, LVNs may elect to continue coverage by paying the premiums in advance under group coverage at the same rates charged under COBRA.

## Section 4 On-the-Job Injury

LVNs who sustain an on-the-job injury or illness shall continue to have their Health and Dental care premiums paid for by the Hospital for the duration of their absence due to the injury or illness up to a period not to exceed one (1) year on the same full or prorated basis as was in effect on the date of the injury or commencement of the illness, including any adjustments in prorated premiums implemented during the LVN's absence.

## Section 5 Benefit Levels

For the term of this Agreement, the Hospital shall change plan benefit levels as outlined in Article 13 Section $2 a$ and Article 15. The Association recognizes that it shall be the Hospital's right to change administrators or funding mechanisms.

## Section 6 Retiree Health

Health coverage made available from early retirement (age 55 or later) until attainment of age 65 as a bridge to Medicare eligibility. Applicable to employee only.

Retiree coverage is provided via active employee health plans.
Coverage is provided to an employee who terminates employment after attaining age 55 and completing at least ten (10) years of service.


ARTICLE 14 LIFE and AD \&D INSURANCE

## Section 1 Eligibility

Life insurance shall be provided LVNs from the first of the month following thirty (30) days of continuous employment at the Hospital.

## Section 2 Coverage

The Hospital will provide life insurance at no cost to LTas in the amountof one (1) times the - $\qquad$
$\qquad$ LVN's annual salary. The Hospital will provide accidental death and dismemberment (AD\&D) coverage to the LVNs. The cost of any such participation in the AD\&D plan shall be fully paid for by the LVN.

Voluntary Short-Term Disability. As of January 1,2012, CLVNA members can elect to participate in the employer sponsored Voluntary Short-Term Disability benefit plan subject to the terms and conditions of that plan. The cost of any such participation shall be fully paid for by the CLVNA member.

Long.Term Care. Benefited CLVNA members and their eligible dependents can elect to participate in the employer sponsored Group Long-Term Care benefit plan subject to the terms and conditions of that plan. The cost of any such participation shall be fully paid for by the CLVNA member.

## ARTICLE 15 RETIREMENT

As of the date of ratification of this Agreement, the Employer shall freeze and cease contributions to the Verity Health System Retirement Plan Account (the "RPA Plan") for eligible CLVNA members. CLVNA members with account balances as of the date of ratification of this Agreement will continue to receive vesting service under the RPA Plan in accordance with the plan's terms and conditions.

In addition, Employer shall continue to maintain the Verity Health System Supplemental Retirement Plan (TSA) (the "Employer 403 (b) Plan") for eligible employees subject to the terms of the Employer 403 (b) Plan as then in effect. CLVNA members shall continue to be eligible to
make voluntary contributions to the Employer 403(b) Plan on and after the date of ratification of this Agreement.

## ARTICLE 16 LEAVES OF ABSENCE AND EXCUSED ABSENCE

## Section 1 Application Procedure

An application for a leave of absence shall be made by contacting the LOA Administrator, extensions and required approval thereof shall be in writing, setting forth the details of the leave. Details to be provided shall include, but not be limited to, the reason for the leave, and the starting and terminating dates of the leave. This procedure may be waived in an emergency-situation, but such leave of absence must be confirmed in writing within a reasonable time after the emergency. If an application is denied, the denial and the reasons therefore-wilibe in writing, An LVN may, upon mutual written agreement with the LOA Administrator and the Hospital, return to work prior to the date agreed upon.

## Section 2 Leaves Without Pay

A. Eligibility.

Upon request, leaves of absence as herein provided may be granted with the approval of the Hospital. Leaves of absence may be granted as just described after twelve (12) months of employment in the Hospital as a regular full-time or regular part-time LVN.
B. Accrual of Benefits.

1. Non-forfeture, Non-accrual, Return from Leave.

An LVN shall not forfeit any accrued benefits, neither shall the LVN accue any benefits or PTO/ESL during said leave. When an LVN returns to work in compliance with approved terms of the leave, then:
a. for Medical/Disability Leaves not exceeding 120 calendar days (or Personal Leave not exceeding 30 calendar days), the LVN shall be assigned to the same status, position, unit and shift he or she held before the leave, unless layoffs or abolishment of positions or exceptional circumstances preclude such reinstatement;
b. for Medical/Disability Leaves exceeding 120 calendar days (or Personal Leaves exceeding 30 calendar days), the Hospital will use its bēst efforts to and will not unreasonably deny, return of the LVN to the same status, position, unit and shift as occupied at the commencement of the leave; but if conditions have changed so that it is not reasonable, the LVN will be offered a position as nearly comparable as is reasonable under the circumstances.

It is the duty of the LVN to keep the Hospital advised, in writing, of the LVN's current address and phone number. Failure to return on the approved return to work date, without notice satisfactory to the Hospital, will result in the Hospital's acceptance of the LVN's voluntary resignation.
2. Self-pay for health coverage.

While on unpaid leave, an LVN shall be responsible for remitting to the Hospital the cost of maintaining his or her health, dental, and vision coverage (and for his/her spouse and/or dependents), if the LVN wishes continued coverage. The effective date for self-pay shall be the first of the month on or following commencement of the unpaid leave.
-3. - Change of Anniversary Date. $^{\text {- }}$
An LVN's anniversary date, for the purpose ofbidding rights, shall not be changed until the LVN exceeds twelve (12) weeksleave of absence without pay, following which the anniversary date will be extended so as to include the length of the absence.
C. Types of Leave.

1. Professional Advancement

A leave of absence may be granted for professional advancement purposes. If such a leave is granted, it is subject to the same provisions that govern other unpaid leaves.

Short term professional leave may be granted for State and National Association conventions. This leave shall apply only to official delegates and also is subject to Hospital approval.

## 2. Disability Leaves

Disability leaves for maternity, illness, and non-work incurred injury will be granted for a maximum length of six (6) calendar months, and are subject to the same provisions governing other unpaid leaves in accordance with applicable State and Federal statutes. Verification of the medical necessity for the leave and of the disability, and the LVN's ability to return to work, may be required.

## Section 3 Leayes With Pay

## A. Bereavement Leave.

When a death occurs in the immediate family of a benefited LVN, the LVN shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. An LVN working a regularly scheduled three (3) day twelve (12) hours per day workweek shall be paid up to thirty-six (36) hours for such leave. Immediate family is defined as spouse,Registered Domestic Partner, sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, parent or child of Registered Domestic Partner,stepchildren, grandchildren, and the LVN's own grandparents. If an LVN is required to travel to a funeral or memorial service occurring more than two hundred (200) miles from the Hospital, upon request the LVN will be granted an additional two (2) days of his/her accrued paid PTO/Holiday or unpaid leave. A part-time LVN shall receive bereavement leave pay in the same ratio that the LVNs regular schedule bears to a full-time schedule.

## B. Jury Duty.

- A leave shall-be-granted for jury-daty: AntVN-called=for jury duty will receive the difference between jury duty pay and normal straight-time earnings for up to fourteen (14) days of jury duty service, provided the LVN was otherwise scheduled to work. As a condition of receiving this pay, the LVN must procure, within three (3) calendar days of receipt of same, a voucher from the jury commissioner that the LVN has been called to serve, if such is provided. If subpoenaed as a witness on behalf of the Hospital, the Hospital shall pay LVNs as though they were employed in their customary work.


## C. Educational Leave.

1. LVNs hired after the effective date of this Agreement shall become eligible to apply for Educational Leave after completion of their qualifying period of employment for benefits at the Hospital. Educational leave for all new hires will be prorated as of the end of their qualifying period. Educational leave hours for the calendar year shall be credited on January 1 for both new hires and other eligible LVNs.
2. Each full-time LVN shall earn educational leave at the rate of per calendar year. Educational leave hours are shall be accumulative from year-to-year ap to a maximum of Educational leave for part-time LVNs shall be prorated. If the amount of educational leave hours eamed by Regular RNs is changed by the Hospital, then any such change will be effective simultaneously for covered Regular LVNs. However, in no event shall the amount of educational leave earned by full-time LVNs be less than the rate of The following shall serve as guidelines for the programs covered by educational leave:
(a) Formally organized courses in mursing;
(b) Formally organized seminars and symposiums dealing with the contemporary practices of nursing;
(c) Formally organized specialized courses principally relating to nursing practice;
(d) Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical/Surgical.

The various areas covered above shall include those sponsored by a hospital, educational institutions, government agencies, or professional associations.

It is agreed that all of the above set forth activities shall be principally related to mursing practices within the facility.

Educational leave shall include In-service Education Programs sponsored by the Hospital. Attendance at In-service Education Programs will be recorded on the appropriate-attendance roster.

It is understood that an individual LVN shall have a choice in the selection of the types of educational programs in which the LVN will participate.

Mandatory attendance as required by the Hospital at In-service Education Programs which is charged against educational leave shall not exceed eight (8) hours per calendar year.

Details in the written application for educational leave (other than for Inservice Educational Programs) shall include but not be limited to the course, institute, workshops or class, subjects, hours, faculty and purpose of taking the course, seminar, etc. The application shall be received by the Hospital no less than thirty (30) days prior to the requested date of leave of absence with an attached brochure of the program. At least fifteen (15) days prior to the commencement of the leave of absence date, the Hospital shall respond to the LVN.

In all instances described above, the leave request shall not unduly interfere with staffing requirements for patient care. The Hospital agrees that it shall not unreasonably withhold approval.

Proof of attendance may be requested by the Hospital. The LVN may be requested by the Vice President, Patient Carc Services, or designee to make a report on such activity in writing.

## D. Return From Bereavement. Jury and Educational Leaves.

In case of paid bereavement, jury duty, or educational leaves as provided for in this Agreement, the LVN shall be returned to the same position occupied by said LVN immediatcly prior to said leave.

## Section 4 Notice of Unscheduled PTO Day

LVNs will be responsible to notify the Shift Supervisor or his/her designee of their absence at least two (2) hours before the shift commences. This Section shall not apply to LVNs who become ill during the course of their duty while at work at the Hospital. The Hospital may waive the provisions of this Section upon being provided with proof of extenuating circumstances.

## Section 5 Industrial Leave

Industrial leaves shall be handled in accordance with Section 2 above, except that for a period not to exceed one (1) year, the Hospital will continue paying its portion of the LVN's health coverage premium on the same basis and under the same conditions as existed prior to the disability leave (see Article 13, Section 6, Op-the -Job Injury).

## ARTICLE 17 ASSOCIATION VISITATION RIGHTS

After first having reported to and made arrangements with the Director of Associate and Labor Relations the authorized representative of the Association shall be permitted to enter the Hospital to see that the provisions of this Agreement are being observed. The representative shall not interfere with the LVN's duties or the operation of the Hospital.

## ARTICLE 18 DISCIPIINE AND DISCIIARGE

## Section 1 Just Cause

After the completion of the probationary period in the Hospital, LVNs may be dismissed and/or disciplined by the Hospital for just cause only. In the interpretation of this Section, the parties recognize that it is in their mutual interest that the Hospital be staffed by competent LVN personnel.

## Section 2 Right to Representation

In any meeting which could potentially lead to disciplinary action or discharge of any LVN, the LVN shall have the right to representation if she or he so desires. If the LVN requests the presence of an off-duty representative the Hospital shall not be obligated to remunerate such a person for attending the meeting.

## ARTICLE 19 GRIEVANCE AND ARBITRATION

Section 1 Discharge Without Recourse
LVNs may be discharged without recourse to this grievance and arbitration proceture during the probationary period.

## Section 2 Definition of Grievance Subject to Arbitration

Grievances subject to arbitration shall be disputes or disagreements involving the interpretation, application or compliance with the specific provisions of this Agreement. The LVN or LVNs may be represented by the Association at the second and succeeding stages of the grievance or arbitration procedure. The Association representative may be an LVN employed by the Hospital and appointed by the Association for such purpose.

In the application of the grievance procedure, the day on which the grievance arises shall not be counted; nor shall Saturday, Sunday, holidays, or the LVN's day off, where applicable, be counted.

Section 3 Grievance Procedure
STEP I An LVN with a grievance must discuss the matter with his or her supervisor within ten (10) working days of the day on which it arises or becomes known to the employee. Before a grievance proceeds to STEP II, and upon the request of either party, a representative of the Association and the Hospital Personnel Department will meet to review the grievance and attempt to resolve the dispute. The supervisor shall reply within ten (10) working days after the date the grievance is presented or the date of the meeting between the parties, whichever is later. However, if the grievance is not resolved in this manner, the grievance shall proceed to STEP U.

STEP II If the grievance is not resolved at the STEP I level, then within ten (10) working days after the supervisor's reply, the grievance shall be presented in writing to the Vice President, Patient Care Service, who shall reply in writing within ten (10) working days after receipt of the grievance.

STEP III If the grievance is not resolved at STEP II, then within ten (10) working days after the date of the Vice President, Patient Care Service's reply, the grievance shall be presented in writing to the Administrator or his or her representative, who shall reply in writing within ten (10) working days after reccipt of the written grievance.

STEP IV If the grievance is not resolved at STEP III, then within ten (10) working days after the date of the Administrator's response (or the response of his or her designee), the Association may request the convening of an Adjustment Board. The Board shall consist of four individuals: two Association representatives and two representatives selected by the Hospital. Decisions will be by majority vote, and a meeting will be scheduled by mutual convenience but will be held within one (1) calendar week after the Hospital's receipt of the Association's request.

STEP Y If the grievance is unresolved, then within ten (10) working days after the Adjustment Board meeting the Association may request arbitration by submitting a written request to the Hospital within said time period and the parties shall attempt to mutually agree to an arbitrator. In the event the parties are unable to agree within five (5) working days, either party may request a list of nine (9) names from the California Conciliation Service. Bach party shall alternately strike one (1) name until an arbitrator is selected.

## Section 4 Disputes Between Association and Hospital

In the event of a dispute between the Association and the Hospital conceming the interpretation, application or compliance with the specific provisions of this Agreement, the Association, within fifteen (15) calendar days from day of occurrence or from the date the grievance became known, whichever occurs first, shall notify the Hospital in writing of the grievance and shall attempt to resolve the dispute through discussion. The Association shall reduce the complaint to writing and forward it to the Hospital by certified mail. Thereafter, the parties shall meet at a mutually agreeable time and place, and attempt to resolve the dispute. If the parties are unable to resolve the dispute, the Association may refer the matter to arbitration in the manner set forth in STEP V above.

Section-5 - Scope of Authority - -..-C-
The decision of the Arbitrator shall be final and binding on the Hospital and the Association. The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter, or ignore the terms of this Agreement, which includes those rights listed in the management rights clause.

## Section 6 Access to Files

A. Access to Evaluations: Authorized staff representatives of the Association shall be allowed at STEP II or later, upon request to the Hospital designee, to inspect an LVN's evaluation if the LVN's written consent is presented to the Hospital designee.
B. Changes in Personnel Records: In any case where agreement has been reached between the Hospital and the Association to make revisions in the personnel records, the LVN affected and the Association shall be given copies of the revised document(s) together with a cover letter attesting to the change(s).

## Section 7 Costs and Expenses

The expenses of the arbitrator, court reporter (if both parties agree to the presence of same) and meeting room shall be borne by the losing party. Each party shall, however, bear its own legal expense and those of its witnesses to the proceedings.

## Section 8 Definition of Grievance

No grievance other than a grievance which cites the alleged violation of specific provisions of the Agreement can be reviewed and acted on by the arbitrator.

## ARTICLE 20 NO STRIKE/NO LOCKOUT

The parties and the represented LVNs agree that during the term of the Agreement, there will be no strikes, lockouts, slow downs, sympathy strikes or work stoppages of any kind for any reason, and that any employee who engages in any such strike, slow down, or work stoppage shall be subject to immediate discharge.

## ARTICLE 21 REDUCTION OF STAFF

## Section 1 Seniority

Seniority shall be defined as the date of hire within the bargaining unit less any breaks in service.

Loss of Seniority: An LVN's.seniority and continuous service date shall be nullified and - the individual's employment terminated if any of the following occury- (a) discharge for-just cause which is upheld or uncontested; (b) voluntarily resigns; (c) if recalled from layoff by certified letter to the Nurse's last known residence, and the LVN fails to return within seven (7) calendar days; (d) retirement; (e) failure to report for work at the end of an authorized leave of absence; ( $f$ ) engaging in other employment during a leave of absence, contrary to reason stated for leave.

The rule of seniority within the specialized area of practice in which the LVN covered by this Agreement is working shall govem reductions in staff (i.e., layoff) insofar as possible, provided that qualifications are approximately equal and said LVN is capable of performing in the vacant position.

## Scetion 2 Preferential Hiring

LVNs who are separated in a reduction of staff shall be given preference in hiring based on their former seniority position when staff is increased, provided said staff increase occurs within six (6) months of the date of separation. While on layoff, the LVN shall not accrue any additional seniority as defined above.

## Section 3 Restoration of Status

LVNs who return to employment in accordance with the provisions of this Article within six (6) months from the date of separation shall be restored to their former status with respect to salary classification and all fringe benefits; however, there shall be no accumulation of earnings or benefits during the period of separation, nor shall the Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied-for by the

LVN. Such reapplied-for coverage shall be effective as of the earliest possible date consistent with the particular insurance company's policy.

Section 4 Absent Days
In the event LVNs are asked to take absent days as a result of low patient census or for other bona fide reasons, LVNs shall not have their then current part-time or full-time status for benefit accrual purposes changed, or suffer any loss of accrued benefits as a result of taking such absent days and not actually working a full-time or part-time schedule. The foregoing does not apply to permanent status changes the Hospital may invoke, nor does the above apply to salaries.

Section 5 Severance

## ARTICLE 22 VACANT POSITIONS

It shall be the policy of the Hospital, whenever possible, to fill more desirable and/or promotional positions from personnel within the Hospital. The Hospital will maintain, in the Nursing Staffing Office or Personnel Office, a current list of vacancies for review by any interested LVN. Where skill, ability, and merit are relatively equal, seniority will govern in promotions, it being recognized that the Hospital shall be the sole judge of qualification (i.e, the factors listed above.)

## ARTICLE 23 IN-SERVICE EDUCATION

The Hospital will continue to maintain an effective in-service program for Licensed Vocational Nurses, including, but not limited to, the following:
A. Provide an organized plan for orienting all new LVNs to the objectives, policies, goals, and procedures of the Hospital and of nursing service;
B. Provide an organized plan of orienting all LVNs to the job descriptions, responsibilities, and work assignments for nursing classifications;
C. To the extent that the Hospital elects, to keep the nursing staff abreast on a continuing basis of new and expanding nursing care programs and of new techniques, equipment, facilities and concepts of care.

To the extent possible, the Hospital will attempt to schedule in-service education programs in such a fashion as to encourage attendance by all LVNs who would benefit from such a program. Time spent in Hospital required in-service education programs shall be considered time Worked.

## ARTICLE 24 NO REDUCTION

As a result of the implementation of this Agreement, no LVN shall suffer a reduction rate of pay or benefits in existence at the date of the signing of this Agreement.

## ARTICLE 25-SEVERABMLTY



It is not the intent of the parties hereto to violate any laws, ruling, or regulations of any governmental authority or agency having jurisdiction of the subject or of the Collective Bargaining Agreement, and the parties agree that if any provisions of this Article are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

## ARTICLE 26 MEMBERSHIP

## Section 1 Mandatory Membership

It shall be a condition of employment that all LVNs of the Hospital covered by this Agreement shall remain members of the Association in good standing, and those who are not members shall become and remain members in good standing of the Association. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, within thirty-one (31) days following the beginning of such employment become and remain members in good standing of the Association.

LVNs who are required to maintain membership and fail to do so, and LVNs who are required to join the Association and fail to do so, shall, upon notice in writing from the Association to the Hospital, be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the Hospital; provided that said Association shall have notified the LVNs in writing of their obligations under this Agreement before requesting the Hospital to terminate them.
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## Section 2 Lists of LVNS

Upon the execution of this Agreement, the Hospital shall supply a list of all current employees covered by this Agreement by name, address, social security number, classification, and date of hite to the Association's office at P.O. Box 700, West Sacramento, California 95691.

Thereafter, the Hospital will furnish the Association with a list of new hires and terminations each month. The Nurse Representative shall be given access to the list of new hires at reasonable time during the office business hours.

## Section 3 Indemnification

The Association shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liability that shall arise out of or by reason of any action that shall be taken by the LVN in comection with the supplying of lists of names or reports, as required above.

## ARTICLE 27 PAYROLL DEDUCTIONS OF ASSOCLATION DUES

that when a dues increase is going into effect during the lite of this Agreement, the Association shall send a thirty (30) day written notification to the Hospital and to all LVNs on payroll deduction advising them of the increase. Said written authorization may be reversed by the LVN at any time upon his/her delivering to the Hospital written revocation of said authorization. Each month's deductions shall be made by the Hospital and shall be remitted to the Association by the Hospital.

The LVNs and the Association hereby indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liability that may arise out of or by reason of any action that shall be taken by the LVNs or the Association in connection with said deduction of dues.

## ARTICLE 28 BULLETIN BOARD SPACE

The Hospital shall provide CLVNA with its own bulletin board, to be located in the Staffing Office. All postings shall be provided to the Director of Associate and Labor Relationsprior to posting. No posting shall be permitted in patient care areas.

## ARTICLE 29 BOOKS AND TUTTION

The Hospital shall reimburse the LVN for approved college tuition and books after completion of courses while in the employ of the Hospital, provided that the taking of the course
shall have first been approved in writing by Nursing Administration, and evidence of achieving a passing grade shall have been provided by the LVN. Approval of Educational leave, as set forth in ARTICLE 16, Section 3, C, does not constitute approval for reimbursement of books and tuition set forth in this Article, which is consistent with overall Hospital tuition reimbursement policy.

## ARTICLE 30 PARTICIPATION IN ADVISORX NURSING PRACTICE COMMITTEES

Three (3) LVNs covered by the Agreement shall be appointed or elected by the Association, at its option, to participate as members of the Nursing Advisory Board. Three (3) LVNs covered by the Agreement shall be appointed or elected by the Association, at its option, to participate as members of the Professional Practice Council when it is established by the Vice President, Patient Care Services, in 1991. The Council will discuss and address issues relating to and affecting nursing practice and patient care at the Hospital. Election or appointment to the Nursing Advisory Board or Professional Practice Council is a voluntary professional activity; LVN members (or alternate, in the absence of a member) who attend Council or Board meetings during their scheduled shift, however, will remain on paid time.

Participation in the Council or Advisory Board is voluntary, is part of professional practice, and educational time is not used for participation.

## ARTICLE 31 REVIEW OF EVYLUATIONS AND DISCIPLINARY ACTION'

The Chief Nursing Officer or his or her designee shail, at the time of the annual evaluation, review with any LVN so requesting his or her performance evaluations and/or disciplinary actions.

## ARTICLE 32 NURSE REPRESENTATIVE

A. The Association may appoint LVNs who have been employed by the Hospital for at least one year to serve as official representatives in the Hospital where they are employed. The Divisional Director, Human Resources, of the Hospital shall be furnished with the names, addresses, and home telephone numbers of each Nurse Representative which information shall be kept current at all times. The Hospital agrees not to give out the home telephone number of such Nurse Representative to any other employee.
B. The function of the Nurse Representative shall be to inform LVNs regarding rights and responsibilities under this Agreement, to ascertain that terms and conditions of the Agreement are observed, to investigate grievances, to assist in matters relating toemployer/employee relations and to participate, when requested to do so, in the steps of the Grievance Procedure. The Nurse Representative shall perform those functions during off-duty hours. The Employer agrees to compensate up to two (2) LVNs for work time missed during union contract negotiations.
C. Nothing in this Article shall prevent LVNs from, in accordance with applicable law, representing themselves individually in their employment relations with the Hospital.

## ARTICLE E 33 WAIVER

It is agreed that during the negotiations. each party had in opportunity to submit proposals: further. the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement. However, said Agreement may be reopened during its term by mutual agreement of the parties. The parties acknowledge this Agreement incorporates their complete and fill understanding and supersedes all previous agreements. The specific provisions of this Agreement are the sole source of any rights which the Association or ans inember of the bargaining unit may charge the Hospital has violated in raising a grievance.

## ARTICLE 34 TERN OF AGREEMENT

This Agreement shall be effective, except where otherwise specified. as of Nov ember 1. 2016. The Agreement shall remain in effect without change through October 31. 2019. and shall be automatically renewed and extended from year to year thereafter without addition. change or amendinent unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term then in existence of its desire to terminate. change. amend or add te-chis Agreement.

IN WITNESS UIIEREOF the parties have executed this Agreement an dated below:
ironer Hospital


Date: $1 / 19 / 2017$

Califomialicensed Vouaionul
.nurses" Association, lie.


Dale: $7 / 17 / 17$

## APPENDIX "B"

## PAID TIME OFE POLICY

Paid Time Off combines vacation, holidays, and some sick leave days into one accountPTO. A PTO system allows the employee greater flexibility and individual management in using time off according to his or her needs. PTO can be used for vacation, holidays, illnesses, religious obseryances or other excused elective absences.

## ACCRUAL TABLE FOR NON-MANAGEMENT



The above assumes full-time status. Part-time employees' accrual will be factored on the basis of hours paid.

## PROCEDURE

## 1. Calendar Holidays

A. The eight (8) calendar holidays will remain as days on which premium pay is paid for hours worked at time and one half.
B. The eight calendar holidays are:

| New Year's Day | Labor Day |
| :--- | :--- |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | Martin Luther King Day |

C. If calendar holiday would have been a scheduled day for employee, but employee is off, a PTO day will be paid.

## 2. PAD TIME OFF (PTO)

A. PTO is a combination of vacation, sick and holiday hours.
B. PTO accrues during the 90 day probation period.

## C. PTO Buy Out During Calendar Year

Once an employee has accrued 420 PTO hours, accruals stop. PTO accrual rates per hour paid will be adjusted for twelve-bour (12) shift nurses so as to accrue the or same number of hours as a full-time eight-hour shift nurse.

Employees may cash-out PTO twice during the calendar year in July and h December, under the following guidelines:

1) The employees' PTO account may not be reduced below eighty (80) hours after the cash-out.
2) PTO accrued before the ratification of the Agreement is not eligible for
--.....-. ... . .. this cash-out provision Cash-outs are permitted for PTO accrued after the ratification of this Agreement.
3) Employees must determine the amount of the cash-out during the next calendar year by December 15 th of each year.
4) The Employer will cash out during the first pay period of December any PTO clected by the Employce for cash-out that has not been used.
5) Employees may elect PTO cash-out per calendar year as follows:
a. Employes between their first (1st) and fourth (4th) year - forty (40) hours.
b. Employees between their fifth (5th) and ninth (9th) year - cighty (80) hours.
c. Employees with ten (10) or more years of employment - one hundred twenty (120) hours.

An employee may otherwise receive cash in lieu of PTO only in an "ernergency situation" as defined by the $\mathbb{R S}$. Any such request must be submitted to Department Head and, if approved, forwarded to Payroll for payment.
D. Annual Review of PTO

It is the expectation that every employee will take a minimum of 40 consecutive hours as vacation each calendar year.

## Addendum - Scope of Practice

Section 2859 of the Vocational Nursing Practice Act defines vocational nursing as follows:
"The practice of vocational nursing within the meaning of this chapter is the performance of services requiring those technical, manual skills acquired by means of a course in an accredited school of vocational nursing, or its equivalent, practiced under the direction of a licensed physician, or registered professional nurse...."

Section 2518.5 of the Vocational Nursing Rules and Regulations further defines such practice and states:
"The licensed vocational nurse performs services requiring technical and manual skills which include the following:
(a) Uses and practices basic assessment (data collection), participates in planning, executes interventions in accordance with the care plan or treatment plan, and contributes to evaluation of individualized interventions related to the care plan ôr treatment plan.
(b) Provides direct patient/client care by which the licensee:
(1) Performs basic nursing services as defined in subdivision (a);
(2) Administers medications;
(3) Applies communication skills for the purpose of patient/client care and education; and
(4) Contributes to the development and implementation of a teaching plan related to self-care for the patient/client."

## 12 Hour Shifts

Should CLVNA Members petition the Hospital to work 12-hour shifts, the Hospital will consider the feasibility of the request. Should it be determined that it is feasible, then the parties will meet soon after to agree upon schedules and dates to conduct a joint secret ballot election of the affected employees. If the majority of the CLVNA Members in the unit vote to implement 12 -hour shifts, the hospital and CLVNA will execute a copy of this agreement for that unit, identifying the unit bere: $\qquad$ .

Upon implementation of 12 -hour staffing schedules, such schedules will continue in the unit indefinitely, subject to the discontinuation provision below. If the decision is made to discontinue the 12 -hour shift schedule, the members involved will revert to their pre-existing schedule and contract provisions. If the decision is made to discontinue the staffing schedule after the first six (6) months, Members in 12 -hour shift positions may apply for 8 -hour shift positions which are posted as a result of the conversion for which they are qualified and as available. After seven (7) days such postings will be available for general bidding.

The hospital may, in its discretion, discontinue 12 -hour shift schedules at any time upon thirty (30) days advance notice to CLVNA and the Members in the unir. CLVNA may discontinue the staffing schedule upon sixty (60) days notice to the Hospital at any time a majority of the Members of the unit vote to do so. Such vote will be called when CLVNA is presented with a petition signed by $30 \%$ of the eligible voters in the unit as described above and will be conducted in the manner specified above. If the results of the discontinuation vote are unsuccessful (i.e., a majority of votes is not cast in favor of discontinuance), the Members in the unit may not petition for another discontinuation vote for a period of one year following the date of the election.

The terms of the current Collective Bargaining Agreemeat between the CLVNA and the Hospital will apply to the CLVNA positions in the unit except insofar as such terms may be inconsistent with the terms of this Side Letter Agreement, in which case the Collective Bargaining Agreement shall prevail.

## POSTING AND SCHEDULING

Individual participation in 12-hour shift positions will be voluntary. Upon implementation of 12 -hour shifts in the unit, the initial number of 12 -hour shift positions created by the hospital will equal the number of Members in the unit desiring such positions, provided that a staffing schedule can be arranged to accommodate those Members choosing to participate. In addition, in the event that at implementation more 12 -hour shift positions are needed in the unit than there are interested Members already employed by the hospital, the hospital may utilize outside resources to fill the needed positions.

The hospital may, in its discretion, fill vacant 12 -hour shift positions with 8 -hour shift employees to cover 8 of the 12 hours. Both 8 -hour and 12 -hour shift positions will be posted and filled in accordance with the terms of the Collective Bargaining Agreement between CLVNA and the hospital.

The usual full-time 12 -hour shift staffing pattern will be three (3) 12 -hour shifts in a 7-day workweek. Members may opt to work one (1) additional eight (8) hour shift in a two week pay period. Members who work three (3) complete 12 -hour shifts and one (1) eight (8) hour shift in a two week pay period will be paid overtime after eighty (80) hours in the two week pay period and will be recognized as full-time employees.

The hospital reserves the right to develop a staffing schedule consisting of two (2) 12 -hour shifts or of two (2) 12 -hour shifts and one (1) 8 -hour shift in a 7 -day workweek. Members assigned to such schedules will be considered part-time.

## PAY

CLVNA Members working in a 12 -hour shift position will be paid at the straight time rate. Hours worked in excess of 12 hours in a shift (excluding the meal period)
...-.... $\because$--will be paid at the rate of two times the CLVNA Member's straight time-hourly rate. Extra shift pay will be paid in accordance with the Collective Bargaining Agreement. In determining extra shift pay, it is important to determine whether or not the extra shift is an 8 hour shift or a 12 hour shift. In the event the hospital establishes in the unit a regular schedule which has a combination of 8 -hour and 12hour shifts, the Member shall be paid overtime for all hours worked after 8 hours on the 8 hour shift only.

Shift Differentials will be paid in accordance with the Collective Bargaining Agreement.

## BENEFITS

All Members working on a boliday recognized in the Collective Bargaining Agreement between the parties will receive one and one-half times their straight time hourly rate for each hour worked on the holiday. Hours worked in excess of 12-hours on a holiday will be paid at twice the Member's straight time hourly rate. Holiday pay will be earned for the shift the majority of which is worked on the holiday.

Education leave may be taken according to the terms of the Collective Bargaining Agreement.

Bereavement and jury duty leaves are available to Members in 12 -hour shift positions on the same basis as Members in 8 -hour shift positions, subject to the applicable provisions of the Collective Bargaining Agreement. Members in 12-hour shift positions who are required to report for jury duty will receive their regular
compensation for each day of service, less jury duty pay. Proof of jury service must be provided to the hospital in order to be paid in accordance with this provision.

Education leave shall be earned prorated and based on status according to the Collective Bargaining agrecment.

Accrual rates of any paid leave time will reflect the Member's status and the number of hours paid.


[^0]:    Hospital and O'Connor Hospital and (b) to Modify Related Provisions in a Certain Master Agreement upon the Closing of the Sale of Hospitals to Santa Clara County.

[^1]:    Attachment

