

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**O'CONNOR HOSPITAL AND  
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 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 100 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 Clinical Laboratory Scientist 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. 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 be remitted by Hospital to the Union.

Hospital agrees to implement dues increases pursuant to the dues check-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 Clinical Laboratory Scientists 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 origin, 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 MLT 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.*

**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.

	Step 1	Step 2	Step 3	Step 4	Step 5	10yr Step 6	15 yr Step 7
CLS	46.15	48.00	49.92	51.92			
CLS PD	53.08	55.20	57.41	59.70			
CLS II	49.95	51.95	54.03	56.19	58.44	60.19	62.00
CLS II, PD	57.45	59.75	62.14	64.62	67.21	69.22	71.30
CLS lead	54.95	57.15	59.43	61.81	64.28	66.21	68.20
CLS Specialist 6%)	58.25	60.58	63.00	65.52	68.14	70.18	72.29
MLT	40.13	41.74	43.41	45.15	Step 4 is top of scale	Step 4 is top of scale	Step 4 is top of scale

**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 Advancement for CLS**

CLS I-1	
CLS I-2	after 1 year
CLS I-3	after 2 years
CLS I-4	after 3 years
CLS II-3	after 4 years
CLS II-4	after 5 years
CLS II-5	after 6 years
CLS II-6	after 10 years, or after 5 years at CLS II-5
CLS II-7	after 15 years, or after 5 years at CLS II-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 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.

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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 Three Dollars and Seventy-Five Cents (\$3.75) 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 3pm and 11pm.

#### Section 2. NIGHT DIFFERENTIAL

Effective May 1, 2017, a differential of Seven Dollars and Zero Cents (\$7.00) 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 11pm and 7am.

#### 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 (1.5x) 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 (1.5x) the bargaining unit member's regular rate of pay for the first eight hours of work and two times (2x) 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 (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 Clinical Laboratory Scientist 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 part-time 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 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 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 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 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 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 Part-time 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 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.

<b>Continuous years of regular employment</b>	<b>PTO Hours Accrued per Pay Period</b>	<b>Days Per Year</b>
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 year.
  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 cut-off 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:
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 hours equal to the shift shall be used; or,

3. The bargaining unit member is eligible for State Disability or Workers Compensation payments, in which case PTO 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 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 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

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%) 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 Full-time 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 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 hospital-based 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 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 (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 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 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%

Laboratory Clinical Scientists hired after March 1, 2011 shall receive the following RPA contributions pursuant to the following schedule:

Years of Service	Contribution Rate
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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 termination is as follows:
 

More than 10, but less than 15:	0%
More than 15, but Less than 20:	25%
More than 20, but less than 25:	50%
More than 25 years of service:	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 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 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 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 of 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 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 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. 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 bargaining 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.

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 returns 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 unit 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.

Bargaining unit members who work on night shift will be excused from work the night before of the night after 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 unit 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 members 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 - years of service = 6 weeks of pay
- 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 filing 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 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 clinical Laboratory Scientists 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 (Hospital will advise the Union 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 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

- 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) 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.

- 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 FNICA 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 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 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 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 O'Connor Hospital or if O'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 this Agreement, and shall remain in effect until April 30, 2020.

O'CONNOR HOSPITAL

ENGINEERS & SCIENTISTS OF  
NORTHERN CALIFORNIA, IFPTE, LOCAL  
20 (AFL-CIO CLC):

\_\_\_\_\_

\_\_\_\_\_

Nick Steinmeier, Union Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIDE LETTER BETWEEN

O'CONNOR HOSPITAL (the Hospital) AND ESC LOCAL 20 (the Union)

The parties to this side letter agree as follows. The below listed persons having been hired at or near the proposed wage scale will be provided the following incentive, less applicable withholdings:

Alfred Husted: \$500  
Alexandra Simone: \$500  
Mary Paulson: \$500  
Miraflor Estrada: \$1000  
Rosario Mallari: \$1000  
Christopher Pacifico: \$1000

This incentive shall be paid in the first pay period following the pay period in which the new Collective Bargaining Agreement, whose term expires March 31, 2017, is ratified.

Agreed to the Above:

For O'Connor Hospital:

*Laura Isonio*

Print Name:

Laura Isonio

Date:

2/9/2016

For ESC Local 20:

*Nick Stefanovich*

Print Name:

Nick Stefanovich

Date:

2-8-16

