

MEMORANDUM OF UNDERSTANDING

Between

WASHINGTON HOSPITAL

And

ENGINEERS AND SCIENTISTS OF CALIFORNIA

IFPTE LOCAL 20



January 31, 2009 through January 31, 2012

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made and entered into this 10th day of February, 2010, (date ratified by District Board) by and between WASHINGTON HOSPITAL, hereinafter called the "Hospital", and Engineers and Scientists of California International Federation of Professional and Technical Engineers (AFL-CIO-CLC), hereinafter called ESC/IFPTE Local 20 or the "Union".

WITNESSETH:

PREAMBLE

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Hospital. This Memorandum as established through Hospital Board Resolution 331A is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is mutually agreed that it is the duty and right of the Administrator to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, lay off and discharge employees.

SECTION 1: RECOGNITION

The Hospital recognizes the Union as majority representative for: Clinical Laboratory Scientists, Medical Laboratory Technicians, Clinical Pharmacists, and Pharmacy Technicians, hereafter referred to as Unit Members, covered by this Memorandum whose classifications are listed in Section 7.

SECTION 2: HIRING, PROBATIONARY PERIOD AND POSTING OF VACANCIES

- A. Any person may be employed who, in the judgment of the Hospital, will make the best Scientist, Medical Laboratory Technician, Pharmacy Technician or Clinical Pharmacist and the Hospital shall be sole judge of the fitness of any applicant for the job. Neither the Union nor the Hospital shall discriminate in respect to employment by reason of Union activity, race, color, creed, national origin, sex, age or handicap as prescribed by law, or sexual orientation as may be prescribed by law.
- B. Vacancies will be posted for a period of seven (7) days so that present unit members within the department shall have an opportunity to apply for such vacancies. Unit members shall have an opportunity to bid for vacancies prior to outside applicants. If more than one qualified unit member submits a bid the vacancy shall be filled in accordance with Section 19 below. Regular full-time and regular part-time unit members will be considered prior to per diem unit members. Length of service for the purpose of bidding for current vacancies only will apply to per diem unit members if only per diem unit members are bidding. Length of service for per diem unit members is based on the sum of hours worked since hire.
- C. A unit member on vacation or leave of absence who has requested from the Personnel Department notification of such vacancies shall be notified at the address indicated by the unit member.
- D. The Union shall be notified of vacancies in order that it may refer applicants to the Hospital for consideration.
- E. A probationary period of ninety (90) days or five hundred and twenty (520) hours whichever is greater from date of first hiring shall be established for new unit members. During such probationary period, the unit member may be discharged for any reason which, in the opinion of the Hospital, is just and sufficient.
- F. Before posting new regular part-time positions, the Hospital will consider the feasibility of granting requests for additional days to current regular part-time employees.

SECTION 3: AGENCY SHOP PROVISION

- A. Any employee who is covered by this Memorandum of Understanding shall, as a condition of employment, either become a member of the Union or, in the alternative, shall pay to the Union as an agency fee an amount of money, as determined by the union. Such obligation shall not commence until after the employee has completed thirty-one (31) days of employment or thirty-one (31) days after the effective date of this provision, whichever occurs later.
- B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or financially support the Union. Those employees may, in lieu of dues, initiation fees, or agency fees, pay sums equal to such dues, initiation fees or agency fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the IRC. Three charitable funds shall be mutually agreed upon through the meet and confer process between the Employer and the Union, if the need to designate such charitable funds arises. During the term of this Memorandum the charities will be: The United Way, American Heart Association and the American Cancer Society.
- C. The agency shop provision shall not apply to management, confidential or supervisory employees.
- D. The Union shall indemnify and save the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the Hospital any amounts paid to it in error.
- E. The Hospital agrees to deduct on a monthly basis the periodic membership dues or agency fees from the paycheck of each unit member who voluntarily executes and delivers to the Hospital a valid dues check-off authorization form approved by the Hospital and the Union. Voluntary check-off authorization for union dues/agency fees which were executed prior to the execution of this agreement shall remain in full force and effect. The Hospital's Personnel Director must be informed one month in advance of any dues or fee changes. This notification must be by receipt requested certified mail and copied to the Payroll Department. If notices are sent late or incorrectly then all dues not collected must be billed directly to the employees by the Union.
- F. If any provision of this section is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law:
- G. No unit member shall be terminated under this section unless:
 - 1. The Union first has notified the unit member by letter, explaining that he/she is delinquent in not tendering either uniformly required union dues or agency fees, and specifying the current amount of such delinquency, and warning him/her that unless such dues, or fees are tendered within thirty (30) calendar days, he/she will be reported to the District for termination as provided in this section; and;

2. The Union has furnished the District with written proof that the procedure of paragraph D 1 above has been followed or has supplied the District with a copy of the letter sent to the unit member and notice that he has not complied with the request. The Union must specify further, when requesting the District to terminate the unit member, the following by written notice:

“The Union certifies that _____ has failed to tender either uniformly required union dues or agency fees required as a condition of continued employment under the Memorandum of Understanding and that under the terms thereof, the District shall terminate the unit member.”

- H. In applying the above provisions, it is the intent of the parties to act in conformity with the provisions of Section 3502 of the Government Code.
- I. New unit members will be given a copy of this Memorandum on hire which shall be supplied by the Union.
- J. Committee on Political Education (COPE) Deductions

During the term of this MOU, the parties agree to allow employees to make COPE contributions through payroll deduction.

1. ESC Local 20 and Washington Hospital acknowledge that Washington's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to COPE is in no way an endorsement of COPE by Washington Hospital.
2. Responsibility for communicating information to employees about COPE resides with ESC Local 20, not Washington Hospital.
3. Washington Hospital agrees to deduct COPE contributions on a monthly basis from the paycheck of each unit member who voluntarily executes and delivers to the Hospital a valid COPE deduction authorization form approved by the Hospital and the Union. Such deductions shall be remitted as set forth in Section 3.B (Agency Shop Provision)
4. COPE deductions may be cancelled by the employee with thirty (30) days notice to Washington Hospital.
5. ESC Local 20 agrees not to file grievances on its own behalf or on behalf of any employee concerning the implementation or administration of this Section.

SECTION 4: BULLETIN BOARDS

Use of bulletin boards for the posting of notices by representatives of the employee organization will be as follows:

- A. All materials to be posted must receive the advance approval of the appropriate designated representative of the Hospital.
- B. All materials must identify the organization which published them.
- C. All materials will be posted in areas designated by the Hospital; posting will be performed by the organization representative. An additional posting board will be made available at the Civic Center door.
- D. After a notice is approved by the Hospital's designated representative, the organization representative may hand such notices to unit members within the represented group so long as such activity does not impede or delay the unit member's work.
- E. All such posting and distribution of such notices shall be governed by Section 17 of Resolution 331A of the Board of Directors of Washington Hospital.

SECTION 5: EMPLOYEE RULES

- A. The Hospital shall have the right to discharge any unit member for proven dishonesty, insubordination, insobriety, incompetence, willful negligence, failure to perform work as required, or for violating Hospital house rules which have been communicated to unit members. The Hospital agrees to exercise fair and reasonable judgment in the application of this Section.
- B. A unit member who is dismissed by the Hospital will be promptly given a written notice of the reason for the discharge. Upon his request, a copy of such discharge notice will be sent to the Union.
- C. If, in the opinion of the Union, a unit member has been unjustifiably discharged, or has been discharged or laid off to avoid tenure advancement or because of the Association activity, such discharge or lay-off shall be subject to the grievance procedure.
- D. The Hospital agrees to furnish the Union with copies of all work rules and rules of conduct pertaining to its unit members. Such copies will be forwarded by certified mail, return receipt requested.

SECTION 6: TERMINATION AND RESIGNATION NOTICE

- A. In cases of termination of employment by the Hospital, except for discharge for just cause, the Hospital shall give to a regularly employed unit member with six (6) months or more of continuous service, fourteen (14) calendar days' notice or ten (10) days' pay in lieu thereof. Similarly, the unit member shall give to the Hospital at least fourteen (14) days' notice of resignation.
- B. A unit member who is recommended for dismissal for cause by the Hospital will promptly be given written notification, with a copy to the Union, of the reason(s) for the recommendation, the materials on which the action is based, and information informing the employee of the right to respond orally or in writing and to whom and when to respond. If the employee is terminated, notice of discharge will be sent to the employee and the Union.

SECTION 7: JOB CLASSIFICATIONS

- A. Unit members covered by this Memorandum shall be employed in the following classifications: Clinical Laboratory Scientists, Senior Clinical Laboratory Scientists, Lead Laboratory Scientists, Medical Laboratory Technicians, Clinical Pharmacists, and Pharmacy Technicians
- B. The following minimum qualifications for each classification are contained in this Memorandum for information and their inclusion is subject to Resolution 331 A, Section 5 (The Hospital Right to: "determine content of job descriptions and classifications").

See Appendix A for Laboratory job classifications.

See Appendix B for Pharmacy job classifications.

SECTION 8: COMPENSATION

See Appendix A for Laboratory rates of pay and shift differentials.

See Appendix B for Pharmacy rates of pay and shift differentials.

SECTION 9: EMPLOYMENT CATEGORIES

A. Employee

Individuals who are employed by Washington Hospital and have any portion of their income from Washington Hospital subject to income tax withholding or for whom Social Security contributions are made by the Hospital.

B. Employees covered by this Memorandum of Understanding

All employees covered by this MOU will be considered in one of the following categories.

1. **Benefited Employees.** Employees who are classified as benefited, work a regular full-time or part-time work schedule and receive Hospital benefits as well as the benefits provided under this Memorandum of Understanding.
 - a. **Regular Full-Time Employees.** All employees who are regularly scheduled to work forty hours per week, or eighty hours per pay period, and who have completed their initial probationary period. This includes employees who work four 10-hour shifts per week, and three 12-hour shifts per week.
 - b. **Regular Part-Time Employees.** All employees who are regularly scheduled to work at least twenty but less than forty hours per week or at least forty but less than eighty hours per pay period. Part-time employees must hold 4/5 positions, 3/5 positions or 2.5/5 positions to be eligible for benefits.
2. **Probationary Employees**
 - a. All Regular Full-Time and Part-Time employees shall be considered probationary employees during the first ninety (90) days of employment.
 - b. Per Diem employees are probationary until they exceed the greater of 90 days or 520 hours.
 - c. During the probationary period, an employee may be discharged for any reason that, in the opinion of the Hospital, is just and sufficient.
3. **Non-Benefited Employees**
 - a. Per Diem employees are those employees who work a flexible or sporadic work schedule and are hired on an as-needed basis. Employees who are classified as Per Diem do not receive Hospital benefits, but may receive additional compensation (defined either in this Memorandum of Understanding or by the details of a specific job) in lieu of these benefits.
 - b. A per diem unit member is one who: a) is regularly employed to work a predetermined work schedule of fewer than twenty (20) hours per week or b) is employed to work on an intermittent as-needed basis. In this case, intermittent is defined as any work pattern ranging from 0-40 hours per week but not a regular, predetermined schedule; or c) is hired to work temporarily on a predetermined work schedule which does not extend beyond three (3) calendar months; or d) is hired to work temporarily to replace a regular full-time or regular part-time employee who is on an authorized leave of absence for the full duration of the leave of absence.

- c. All per diem unit members shall advance to the next higher tenure step for salary purposes upon completion of 1000 hours worked and one year of employment, and will thereafter continue to advance to the next higher step for each subsequent 1000 hours of work, except that no such unit member hired after May 9, 1984, shall receive more than one such increase in any twelve (12) month period, until they reach the maximum step of the range.
- d. Per Diem Scientists may advance to the Senior Per Diem Scientist classification when they meet the following qualifications:
 - (1) Completion of a minimum of one (1) year and 1000 hours at the third step of the Clinical Laboratory Scientist per diem rate;
 - (2) The specifications for Senior Scientist as set forth in paragraph 7 B (3) above:
 - (3) The demonstrated abilities to perform the duties of the Senior Clinical Laboratory Scientist as evidenced by the quality of work as a Clinical Laboratory Scientist.

The Hospital shall be the sole judge of the Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied.
- e. Per diem unit members who are re-employed within one year of their last previous work date, shall be re-hired at the same relative salary step in the range as they had attained during their previous employment at Washington Hospital.
- f. If a unit member who is reclassified from per diem to regular part-time or regular full-time, was previously a regular part-time or regular full-time employee with no break in service, the unit member retains for vacation accumulation the same date the unit member had when a regular full-time or regular part-time employee, adjusted forward for the length of time in per diem status. Such unit member shall also have any accumulated ESL balance restored if the transfer to per diem status occurred less than one year previously.
- g. **Minimum Availability**. Per diem employees are expected to be available for the shifts and hours as discussed and agreed to in the hiring interview. In addition, per diem employees are required to:
 - (1) Submit availability in writing via email, fax, or in person on an approved form on a monthly basis.
 - (2) Be available to work a minimum of six shifts per month (one shift per 24 hours) or commit to a schedule of every other weekend. Availability for holidays and shifts during the holiday weeks (Christmas, New Year's and Thanksgiving) will count towards the minimum of six shifts per month availability.

- (3) Be available to work a minimum of one out of three weekends per month.
 - (4) Be available to work a minimum of one of the following major holidays per year: Thanksgiving, Christmas and New Year's (New Year's Eve and Christmas Eve for evening and night shift employees).
 - (5) Be available to work at least two other holidays per year.
 - (6) The Pharmacy Department will attempt to schedule per diem employees on their preferred shifts, but on occasion, per diem employees must make themselves available to accept assignments for any shift.
- h. **Submitting Availability.** Per diem employees are required to submit their availability for work to their supervisor via email, fax or in person on a monthly basis using an approved form. This form should be submitted by the 15th of the month preceding the month when the schedule is made. The supervisor will approve the form only if the required minimum availability is specified. Any changes or additions must be resubmitted on a new form. The supervisor will prepare work schedules based on the availability indicated on the submitted form and staffing needs of the department. The supervisor must approve any trades or replacements in advance. The supervisor will make appropriate changes in the work schedule as needed.
- i. **Requesting Regularly Scheduled Weekends Off.** Per diem employees who are regularly scheduled to work weekends may request to have occasional weekends off. These requests should be submitted by the 15th of the month preceding the month when the schedule is made on the form described above. Timely requests will be considered in order of seniority and in conjunction with time off requests from benefited employees. Requests submitted after the deadline, i.e. "last minute" requests will be considered on a first-come, first-served basis. Approval will be based on the department policy, staffing needs and the availability of relief coverage.
- j. **Disciplinary Action/Termination**
- (1) Per diem employees may be terminated for excessive self-cancellations in a running twelve-month period (per Hospital Attendance Policy). A self-cancellation is defined as any sick call or unavailability for the scheduled days after the schedule has been posted. Sequential sick days will be counted as one occurrence. It will not be considered a self-cancellation if the per diem finds a suitable replacement.

- (2) Per diem employees must work 75% of their scheduled time or they are not meeting the availability requirement. If per diem employees do not work two consecutive 30-day periods, then they are not meeting their availability requirement. There is a maximum of two 30-day periods per year that a per diem employee does not work and still be considered available. Non-availability for medical reasons requires a physician's note and will be evaluated on an individual basis by the supervisor and/or director.
- (3) Per Diem employees who do not meet the minimum availability requirements limit their usefulness to the Hospital and their employment may be terminated.

SECTION 10: WORK SCHEDULES AND HOURS OF WORK

See Appendix A for Laboratory work schedules and hours of work.

See Appendix B for Pharmacy work schedules and hours of work.

SECTION 11: EARNED TIME OFF PROGRAM

- A. All regular full-time and regular part-time unit members as defined in this Memorandum of Understanding shall be eligible to earn and use ETO as defined hereafter in this section.
- B. Eligible unit members' ETO days or hours may be used for scheduled vacation, holidays, short term illnesses, family emergencies, religious observances, preventive health or dental care, and personal business. ETO is used for any excused elective absence from work with the exceptions of educational leave, jury duty and bereavement leave which are defined elsewhere in this Memorandum of Understanding.
- C. Eligible unit members as defined in A) above shall also be eligible for an Extended Sick Leave benefit, hereafter known as "ESL" for use when a unit member has an illness which requires hospitalization for one full day or more or which qualifies as a workers' compensation related illness or injury extending beyond three (3) days or an illness or injury covered by State Disability Insurance which extends beyond seven (7) days.
- D. Accrual rates for ETO are shown below. Rates for unit members who work less' than full-time will be proportional to their part-time status as shown below.

1. Full-time Unit Members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	40	12.308 hours
5 to 9 years	35	10.769 hours
2 to 4 years	30	9.230 hours
1 st year	25	7.692 hours

2. 4/5th unit members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	32	9.846 hours
5 to 9 years	28	8.615 hours
2 to 4 years	24	7.384 hours
1 st year	20	6.154 hours

3. 3/5th unit members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	24	7.386 hours
5 to 9 years	21	6.462 hours
2 to 4 years	18	5.538 hours
1 st year	15	4.614 hours

4. 2.5/5th unit members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	20	6.154 hours
5 to 9 years	17.5	5.385 hours
2 to 4 years	15	4.615 hours
1 st year	12.5	3.846 hours

E. ETO hours may be used as soon as they are earned after the first 30 days of employment, but may not be used in advance of accrual. Note: Holidays which occur early in a period of employment may not be payable, depending on how much ETO has been accrued.

F. Unit members covered by this Memorandum who are required to work on any of the fixed Hospital observed paid holidays shown below will be paid at a rate of one and a half (1.5) times the regular rate of pay. Fixed holidays are: New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day (4th Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), Christmas Day (December 25)

- G.** The Hospital will grant each Scientist qualifying for ETO at least one of the following three holidays off: Thanksgiving Day, Christmas Day, and the following New Year's Day. If a Scientist qualifying for ETO is required to work on the above three such holidays he/she will receive double time for all hours worked on such New Year's Day (rather than time and one half), in addition to the holiday pay to which she/he is entitled.
- H.** The Hospital will use its best efforts to insure that no Scientist will work the same such holiday in two consecutive years. The Hospital will also exercise its best efforts in order to allow a Scientist at least two (2) of the four (4) following holidays as days off: Washington's Birthday, Memorial Day, Independence Day, and Labor Day.
- I.** In the Pharmacy when scheduling the major holidays (Thanksgiving, Christmas, and New Years), the PM shifts of 12/24 and 12/31 shall be considered along with all shifts of Thanksgiving, Christmas, and New Year's as holiday shifts, for the purposes of scheduling, and the Hospital will use its best effort to ensure no unit member will be scheduled to work;
1. Such holiday shifts on two consecutive days;
 2. More than two such shifts in one holiday season;
 3. More than three such shifts in two consecutive holiday seasons.
- A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.
- J.** All ETO must be scheduled in advance and approved by the Department Head or Supervisor. An exception to this rule will be made when illness or emergencies occur. In these instances, the unit member will be obligated to phone explaining the illness or emergency as soon as practicable and unless physically impossible, prior to the start of the shift. Department Heads and Supervisors may request post verification of illness.
- K.** Unit members shall annually submit their requests for vacation by January 31. Vacation schedules will be posted on the department bulletin board no later than March 1. Seniority, as defined in the Memorandum, will apply to the unit member's first choice of vacation in any calendar year. Once all unit members (in a work group) have received one choice, seniority would then again apply for the selection of another vacation period. Requests not submitted during the posting period shall be considered on a first-come first-served basis.
- L.** Approval for vacation requests shall be based on staffing requirements necessary to maintain adequate coverage. In establishing vacation schedules, supervisors will be included in the departments to which they are assigned and be scheduled on a seniority basis where a unit member's ETO time off covers more than one pay period, no additional tax deductions shall be imposed if only one check is made covering such period. ETO checks shall be available immediately prior to the unit member's ETO time off upon two weeks notice to the Payroll Department.

- M. ETO pay shall include normal differentials (i.e., regular shift differential and special duty differential).
- N. Upon verification of a serious illness or death in the family (as family is defined in Section 17 Bereavement Leave), a unit member will be granted an emergency ETO of a maximum of five accrued ETO days or his/her balance whichever is less. In the case of death, such ETO shall be in addition to bereavement leave allowable under section.
- O. ETO must be used for all time off except for ESL, as noted below, jury duty, bereavement leave, and education leave. Leave without pay may be granted when unit members are voluntarily asked to reduce hours because of reduced workloads or when mutually agreed between the unit member and the Hospital.
- P. Upon termination of employment with the Hospital or on changing to non-benefits status, all unused ETO will be paid off at the then current rate of pay. ETO hours may not be used to extend employment beyond the actual last day worked. The maximum accrual of ETO is 640 hours. Full-time unit members must use a minimum of 15 days ETO per year. This will equate to the use of 10 paid holidays and 5 vacation days. Unit members who work less than full-time must use a minimum of the appropriate pro-rata amounts depending on their status. For example, 4/5ths = 12 days; 3/5ths = 9 days; 2.5/5ths = 7.5 days. At the end of each ETO anniversary, unit members may request cash pay out of all ETO hours accrued in excess of 320 hours. Unit members who have accumulated in excess of 640 ETO hours at the end of a particular ETO anniversary will be required to accept cash payout of all hours in excess of 640.
- Q. When ETO is used it will be identified on time records as ETO#2 if used for "personal illness and ETO# 1 if used for any other purpose.
- R. **The ESL Benefit:** This benefit is for use when and if the unit member qualifies for State Disability Insurance or Workers' Compensation Insurance and, according to legal requirements, will be used to supplement SDI or Workers' Compensation pay as necessary during extended illness. Once all ESL is exhausted, ETO, if available, must be used if the illness continues. There is no limit to the amount of ESL which can be accrued, but time in an ESL account can never be converted to cash. ESL may never be used for family illness.

S. **Extended Sick Leave Benefit Schedule**

1) **Full-time unit members**

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
8	2.46

2) **4/5ths unit members**

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
6.4	1.96

3) **3/5ths unit members**

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
4.8	1.47

4) **2.5/5ths unit members**

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
4.0	1.23

SECTION 12: HEALTH AND DENTAL INSURANCE PROGRAMS

- A.** The Hospital will continue to enroll all eligible regular full-time and regular part-time unit members covered by this Memorandum in the Blue Shield Health Plan or its equivalent at the Hospital's expense. The unit members agree to the organization and participation in a hospital-wide committee to review the benefits of the Health Plan and make recommendations regarding revision of these plans. After this committee meets to review these benefits, the Hospital may re-open this MOU for meeting and conferring on these benefits.
- B.** Spouse coverage is provided at Hospital expense
- C.** The Hospital will continue to enroll all eligible regular full-time and regular part-time unit members covered by this Memorandum in the Hospital's Dental Program or its equivalent at the Hospital's expense.
- D.** The Hospital will continue to enroll all eligible regular full-time and regular part-time unit members covered by this Memorandum in the Hospital's Prescription Drug Plan.
- E.** The Hospital will enroll all eligible regular full-time and regular part-time unit members covered by the Memorandum in the Hospital's Vision Care program.
- F.** An eligible unit member is a regular full-time or regular part-time unit member who has worked continuously for the Hospital for twenty (20) or more hours a week for a period of ninety (90) days and who continues to work such a schedule.
- G.** An eligible unit member's dependent children up to 19 years of age, and dependent children (as defined under the current U.S. Internal Revenue Code & Regulations and the existing health care contract) up to age 25, shall be enrolled in the Health, Dental, Drug and Vision programs at the Hospital's expense. The unit member, at his or her option, may waive such coverage upon submission of a written request to the Hospital.
- H.** The Hospital will continue coverage of an employee disabled for work by a job-connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

- I. If there is conflict as to whether a particular illness or injury is or is not work-related, the Hospital will continue coverage of the subject employee until such time as there is a final resolution of the issue by a competent authority or twelve (12) months, whichever comes first. In the event that the final determination is that the injury or illness is not work-related, the amounts paid by the Hospital will be refunded by the subject employee.
- J. All physical examinations required of unit members in connection with their employment and all costs incident to those examinations shall be borne by the Hospital.
- K. The Hospital agrees to provide all eligible unit members and the Union with brochures describing all Health and Dental plans which are currently in effect.

SECTION 13: GROUP LIFE INSURANCE

- A. The Hospital shall cover and pay premiums for each regular unit member working a pre-determined work schedule of more than twenty (20) hours a week with a \$10,000 group life and a \$10,000 group accidental death and dismemberment insurance coverage. Such coverage will be, effective on the first calendar month following completion of ninety (90) days of continuous employment. In addition, the unit member shall have the option to purchase additional coverage up to three (3) times his/her annual salary
- B. If such additional coverage is elected, the amount of coverage will be automatically adjusted to correspond to salary adjustments.

SECTION 14: RETIREMENT PLAN

- A. The current pension plan will remain in force for all Regular Full-Time and Regular Part-Time Employees. The following is the Early Retirement Reduction Table for the Pension Plan:

Retirement Age	Percentage of Accrued Benefits	Early Retirement Reduction Table Exceptions
55	50%	
56	53%	
57	56%	
58	60%	
59	63%	
60	66%	100% if 30 years of vesting credit
61	73%	100% if 30 years of vesting credit
62	80%	100% if 20 years of vesting credit
63	86%	100% if 20 years of vesting credit
64	93%	100% if 20 years of vesting credit

B. Retiree Medical Benefits are available for regular employees who separate from employment by retiring, and start receiving pension benefits from the Hospital's retirement plan immediately upon separation. There are two options to choose from:

1. **Retiree Medical Insurance Plan:** Regular Employees between the ages of 55 and 64 who separate from employment by retiring from the Hospital, and have at least 15 years of vesting service (last 5 years have to be benefited up to the date of retirement), will be eligible to participate in the Retiree Medical Insurance Plan, which includes prescription benefits. The retiree can remain in the plan until age 65 or Medicare eligible, whichever occurs first. Spouses are not eligible for this benefit. The Hospital will subsidize a portion of the cost of the Retiree Medical Plan. The premium rate will be the same as the COBRA rate established for the regular Hospital medical insurance plan. The retiree will be responsible for his/her share of the cost of the plan based on years of service and age, as follows:

Age 55 plus at least:

15 years of service	Employee will pay 65% of premium
20 years of service	Employee will pay 40% of premium
25 years of service	Employee will pay 15% of premium
30 years of service	Employee will pay 0% of premium

Employees who elect coverage under this Plan must make the election in writing within 30 days of retirement. Failure to make such an election waives any right to continued health insurance coverage beyond COBRA statutory coverage required by law. Employees can elect COBRA coverage for up to 18 months prior to electing the Retiree Medical Plan, but will have to pay the full COBRA premium. If a retiree covered under the Retiree Medical Insurance Plan misses a payment, he/she shall have 30 days from the due date to make up the payment and get reinstated in the plan.

OR

2. **Retiree Medical Reimbursement Plan:** Regular Employees between the ages of 55 and 64 who separate from employment by retiring from the Hospital, and have at least 20 years of vesting service, will be eligible for up to \$440 (four hundred forty dollars) per month in reimbursement for health care expenses, until age 65. The reimbursement is for health insurance premiums, deductibles, co-payments or other out-of-pocket medical expenses incurred by the employee. To receive the reimbursement, itemized receipts or canceled checks, with invoices, must be submitted to the Human Resources Department. At age 65 the medical reimbursement benefit ceases and the Hospital will start reimbursement of the Medicare Part B premium.
- C. **Medicare Part B Premium Reimbursement:** Regular Employees, who separate from employment by retiring from the Hospital and start receiving pension benefits immediately upon retirement, will receive the Medicare Part B premium reimbursement at age 65. Reimbursement is on a post calendar quarterly basis. Medicare Part B pays for doctor fees and a variety of other medical services and supplies that are not covered by Medicare Hospital Insurance Part A.

- D. **Prescription Reimbursement Program:** Regular Employees, who separate from employment by retiring from the Hospital and start receiving pension benefits immediately upon retirement, are eligible to receive the Retiree Prescription Drug Reimbursement at age 65. The employee must have been employed with the Employer for at least twenty-five (25) years in a benefited position at the time of the employee's termination of employment.

Effective Date: The Hospital established a Retiree Prescription Drug Reimbursement Program, which went into effect on March 9, 2006, the date the Hospital Board of Directors approved the new benefit.

Submission of Claims: The retiree will have 90 days after the end of each calendar year to submit their paperwork and receipts to the Human Resources Department for processing.

Reimbursement:

- Eligible retirees have the option of beginning the benefit in the year they turn 65 or waiting until January 1 of the following year.
- Upon the establishment of the plan, eligible retirees will be reimbursed up to \$450.00 (four hundred and fifty dollars) per calendar year for out-of pocket, employee only, prescription drug costs or Medicare Part D premium costs.
- For the year 2006, qualifying expenditures must occur on or after March 9, 2006. In the following years, qualifying expenditures must occur on or after January 1st of each year.
- Reimbursement will be made between January 1st and April 30th for employees who have provided completed documentation for the previous calendar year.
- Reimbursement will be made once a year for a maximum of 10 consecutive years.
- Eligible expenses include expenses not covered by another plan.
- There will be no rollover of annual unused amounts.

- E. **Tax Deferred Compensation Plan:** The Hospital will continue in force its voluntary tax-sheltered deferred compensation plans.

- F. **Employer Match to the 403(b) Tax Deferred Compensation Plan:** The Hospital will maintain the 403(b) pension plan provision whereby the Hospital will match the pre-tax contribution of each benefited Employee, contributing one dollar for every one dollar contributed by the Employee, up to a maximum of 1.25% of the Employee's annual compensation. The Employee's entitlement to the Hospital contributions will vest at the rate of 20% each year. Participating Employees will become fully vested after 5 years of participation, starting from the date of the initial Employee contribution under this provision or after 15 years of service (which must include at least 5 years of benefited service) with the Hospital, whichever comes first.

SECTION 15: EDUCATIONAL LEAVE

A. Eligibility Criteria

A regular full-time unit member shall be entitled to six (6) days leave with pay each year and a regular part-time unit member will be entitled to a pro-rata number of days based on hours worked to attend courses, institutes, workshops or classes of an educational nature including up to two (2) days to complete correspondence courses, provided:

1. The unit member applies in advance in writing, specifying the course, institute, workshop or class he wishes to attend;
2. The unit member obtains permission from his/her Director to attend;
3. Such leave shall not interfere with staffing necessary to meet patient needs;
4. The educational activity meets a requirement for continuing education for re-licensure by the State of California or is accredited by an appropriate accreditation agency.
5. Permission for such educational leave will not be unreasonably denied.

B. Yearly Basis

Educational leave is to be granted on a calendar year basis. To be eligible for educational leave, the full-time unit member must be employed prior to October 1st of the year in question. If he or she is employed on or after October 1, he or she qualifies for educational leave in the following year.

C. Accumulation

Educational leave may be accumulated for up to two (2) years but no unit member may acquire educational leave in excess of twelve (12) days.

D. Leave at Request of Hospital

If the Hospital wishes the unit member to engage in an educational program other than one carried on within the Hospital, the Hospital and the unit member may mutually agree that this is charged against the unit member's educational leave. If the unit member declines to engage in such educational program, the Hospital has the option to withdraw its request or to require the unit member to engage in such program, in which event it is not charged against his or her educational leave. If the Hospital requires a unit member to attend a specific course or program, the Hospital will bear the cost of the program and reasonable expenses. It is understood that an individual unit member shall have a choice in the selection of the types of educational programs in which he/she will participate.

- E. If a unit member requests an educational leave day on a scheduled day off, the Hospital will make its best effort to grant a different work day off during that pay period to the unit member provided sufficient written notice of the request is given.
- F. The Hospital will make best efforts to consider the educational needs of the unit members by granting leave to as many applicants for a specific program as is operationally feasible.
- G. The Hospital will also make efforts to consider the education needs of the unit members and make appropriate classes available when feasible.

SECTION 16: OTHER LEAVES OF ABSENCE

- A. Requests for leaves of absence shall be in writing. Any granting of a leave shall be in writing.
- B. By reason of such leave of absence, the unit member shall not forfeit any accrued rights under this Memorandum, but likewise, he/she shall not accrue any rights during such leave.
- C. The Hospital will implement the statutory changes mandated by the Federal and State disability and family leave statutes including these statutes' definition of leave of absence. Unit employees shall be entitled to the benefits of all applicable state and federal leave laws. Where the statutory language differs with the language of this Memorandum, the statutory language will be followed.

D. DISABILITY LEAVE

1. Any regular unit member in service with the Hospital for at least one (1) year shall be entitled to a leave of absence on proper proof that he/she needs it because of his own physical disability. Such leave shall be not more than six (6) months, except if the disability arises from industrial injury such leave will be not more than twelve (12) months.
2. It may be extended only by agreement between the unit member and the Hospital. The Hospital may require reasonable proof that the unit member will be able to return to duty within the time for which the leave is requested.
3. When a unit member returns to duty, in compliance with an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before the absence; but if conditions in the Hospital have so changed that it would be unreasonable to reinstate him/her in the same classification, the Hospital will reinstate him/her in a classification as nearly comparable to the original classification as is reasonable under the circumstances.

4. Any unit member on leave of absence pursuant to this Section shall not have his/her anniversary date adjusted for purposes of this Memorandum when the leave of absence is less than thirty (30) days duration. Any unit member on leave of absence due to disability other than that arising from industrial injury shall not have his/her anniversary date adjusted when the leave of absence is less than six (6) months in duration. Any unit member on leave of absence due to disability stemming from industrial injury shall not have his/her anniversary date adjusted when the leave of absence is less than twelve (12) months in duration. If the leave exceeds these limits, the anniversary date may be adjusted for the full period of the leave.

E. PREGNANCY DISABILITY LEAVE

1. Any unit member who is disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence during the pendency of disability but not to exceed four (4) months. Unit members requesting a pregnancy-related disability must give the Hospital reasonable notice of the date the leave will commence and the estimated duration of the leave. In addition, the unit member must present written confirmation of the disability from her physician.
2. Provided the pregnancy-related disability leave does not exceed four (4) months, at the conclusion of the leave the unit member will be returned to her original position unless that position no longer exists due to legitimate business reasons; or to keep the position open would have substantially undermined the Hospital's ability to operate safely and efficiently.
3. In the event that the unit member cannot be returned to her original position, the Hospital will provide the unit member with a substantially similar position.
4. Benefited unit members who are disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence during the pendency of disability but not to exceed six months. For disabilities extending beyond the four (4) months, reinstatement will follow the language under disability (15A) not the language under pregnancy disability (15B).

F. PERSONAL LEAVE

Personal leave up to twelve (12) months' duration may be granted by the Hospital on a case by case basis when requested by an employee. Anniversary date will be adjusted when the personal leave of absences is longer than thirty (30) days. The Hospital will reinstate after the leave in a classification as nearly comparable to the original classification as is reasonable under the circumstances.

SECTION 17: JURY DUTY AND SUBPOENAED WITNESS PAY

- A. Leave with pay will be granted to any regular full-time or regular part-time unit member who is called for jury duty, provided such unit member shall deposit any jury fee with the Hospital cashier. Leave with pay will be granted to any unit member who is answering a subpoena relating to Hospital business, provided such unit member shall deposit any witness fee with the Hospital cashier. For evening and night shift employees who are required by the courts to call in periodically during the day in order to determine whether or not the court will require their testimony, the Hospital will agree to call in for such employees during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.
- B. When jury duty occurs during weeks that an employee is scheduled to work the weekend, the Hospital will use its best efforts to reschedule the employee for a Monday through Friday workweek.

SECTION 18: BEREAVEMENT LEAVE

- A. Bereavement leave up to three (3) days shall be granted to unit members in cases of death in the unit member's immediate family, which shall be defined to include spouse, mother, father, daughter, son, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, grandmother, grandfather, grandchildren, or persons who, prior to the unit member's having attained legal majority, officially stood in the place of mother or father, and registered domestic partners as defined by California law. Payment for scheduled workdays, which would have been worked, but the funeral shall be paid for the day of the funeral, the day before the funeral, and the day after the funeral.
- B. An additional two (2) days of bereavement leave, without pay, shall be allowed for a unit member to attend a funeral out of the State of California or outside a 400-mile radius from Fremont.

SECTION 19: SENIORITY

- A. The parties agree that in cases of layoffs, rehiring, and promotions, as well as schedule preference, extra hours, overtime, ETO, educational leave, and other time off, the principle of seniority shall be observed for all unit members who have completed their initial probationary period and who are not on disciplinary probation, provided that ability, competency, and merit as determined by the Hospital are demonstrated.

Seniority and all related rights under this agreement shall be forfeited upon:

1. Resignation;
 2. Termination for cause;
 3. Layoff without re-employment for twelve (12) consecutive months;
 4. Failure to return to work in accordance with the approved terms of a leave of absence.
- B.** A unit member's seniority is determined by the date of employment in the bargaining unit in the Pharmacy or Laboratory (most recent date of employment in the case of rehire) on the following basis:
1. Regular full-time and regular part-time unit members as defined in Section 9A and 9B will be considered senior to all per diem employees. For bidding purposes only, regular full-time and regular part-time unit members are senior to all non-unit members except in the case of an opening in Lead Scientist classification. In this case, Supervisor Hospital seniority will apply.
 2. For bidding purposes only, a supervisor's seniority from date of hire in the Department will be counted once a supervisor has successfully bid into a represented classification.
 3. Seniority among per diem employees shall be length of service. Length of service for per diem employees shall be based on hours worked since hire in the bargaining unit in the Pharmacy or Laboratory. See 9C for definition of a per diem.
- C.** Ability, competency and merit apply to such unit members based on the following criteria:
1. **Job Classification:** The job title and salary grade normally used to define the position. For the purposes of this section, Senior Clinical Laboratory Scientist and Clinical Laboratory Scientist will be considered one job classification.
 2. **Job Description:** All of the component tasks of a particular position including Standards of Performance and any federal, state or regulatory agency requirements. The current job description, including Standards of Performance and any federal, state, or regulatory agency requirements will be posted in the work area.
 3. **Specialty Training:** Knowledge and skills needed for a particular job description which, vary substantially from, or are in addition to, knowledge and skills required for other job descriptions in the same classifications.
 4. **Demonstrated Proficiency:** Where a unit member usually and customarily performs the functions of a particular job description or usually and customarily relieves in a particular job description in another unit.

- D. Effective August 1, 1987, a per diem employee who changes to regular status shall have seniority earned as a per diem credited to regular status on the basis of each 100 hours worked as a per diem equaling one month's service, except that no such employee shall accumulate more than one year's service in any calendar year.

SECTION 20: LAY-OFF AND REDUCTION OF HOURS

A. Reduction in Staffing

The parties recognize that the Hospital may experience changes which require temporary reductions in staffing in the Laboratory and/or the Pharmacy. These reductions will be accomplished in accordance with this section.

Short Term Reduction:

1. Short Term – Voluntary

- a. In the event of a temporary reduction of Hospital operations resulting in the need to reduce staffing of employees, affected staff may volunteer to reduce hours for a specified period of time.
- b. This time may be paid or non-paid as mutually agreed upon by the employee and the Hospital.

2. Short Term – Mandatory

- a. If at the time of reductions in staffing, the Hospital expects the reduction to be for fourteen (14) calendar days or less, and there are insufficient volunteers available to work reduced hours, mandatory reductions shall proceed in the order listed below, from least senior to most senior, by shift within each affected area (See Appendix A) provided the retained employee can perform the work that the Hospital determines is required. This determination will be subject to the grievance procedure (Section 22).

PHARMACY

- 1. Registry
- 2. Per diems
- 3. Full-Time Extra Shift
- 4. Part-Time Extra Shift
- 5. Probationary (per Section 2-e)
- 6. Regular

LABORATORY

- 1. Per diems
- 2. Full-Time Extra Shift
- 3. Part-Time Extra Shift
- 4. Probationary (per section 2-e)
- 5. Regular Techs
- 6. Lead Techs

- b. The above-referenced order applies to short term reduction only. In the Pharmacy, shifts are defined as Nights, P.M.'s, and Rotational.

- c. In the Laboratory, in cases where an employee works in more than one area on a regular basis, his/her home area shall be the area where he/she has worked the most hours during the past six months.
- d. Regular employees who have ETO time available may, at their option, use this time or unpaid time during the temporary reduction time.
- e. A regular employee who is scheduled to work and reports to work, but is sent home in accordance with the language of Section 20.A.2 shall be guaranteed pay for one-half of his/her scheduled shift.
- f. The Hospital further agrees that this provision for temporary reduction in staff shall not be used to circumvent the long-term reduction procedures as set forth in Section 20.A.4.

3. Mutually Agreed Upon Reduction in Hours

- a. In the event of a temporary reduction of Hospital operations, resulting in the need to reduce staffing of employees for a more intermediate period, affected staff may elect, by mutual agreement between the Hospital and the Union, to work on a reduced hours basis for a specified period of time.
- b. The parties shall identify the number of affected employees, hours and duration of the reduction, and the method of assigning the mandatory reduction in a Letter of Agreement which may be renewed or canceled in 30-day increments.
- c. Any temporary involuntary reduction in a regular employee's scheduled hours of work shall be considered a reduction in force (partial layoff).
- d. The Hospital further agrees that this provision for temporary reduction staff shall not be used to circumvent the long-term reduction procedures as set forth in Section 20.A.4

4. Notice of Long Term/Permanent Reduction in Staffing

- a. If a long term or permanent curtailment of operations or reduction of Regular Employee position(s) is needed, the reductions will be accomplished in accordance with this subsection.
- b. When the Hospital determines that permanent or indefinite reduction of Regular Employee positions is imminent, it shall give the Union advance notice of not less than fourteen (14) calendar days or, if such notice is not given to the Union, ten (10) days pay will be paid, only to employees permanently laid off.

B. Order of Reduction

1. **Pharmacy**

- a. In the Pharmacy department when reductions are necessary, the Hospital will identify the number and status of regular employee positions which will remain. The Hospital will offer these positions in seniority order to the employees by classification, provided he/she is qualified (per Section 18c) for the position with no more than eighty (80) hours of orientation: The Hospital's determination of "qualified" shall be subject to the grievance procedure. Pharmacy classifications are Clinical Pharmacists and Pharmacy Technicians.
- b. The Hospital will make reasonable effort to contact employees who are on vacation or Leaves of Absence at the time of notice. If after reasonable effort the Hospital is unsuccessful, this issue will be subject to Meet and Confer.

2. **Laboratory**

- a. In the Laboratory Department, the Hospital shall designate the area(s) (see Appendix C) where reductions are to occur and the number and status of regular employee positions which will remain. The Hospital will offer these positions in seniority order to the employees in this area. Clinical Laboratory Scientist, Sr. Laboratory Scientist and Lead Scientist shall be considered one classification.
 - b. The Hospital will make reasonable effort to contact employees who are on vacation or Leaves of Absence at the time of notice. If after reasonable effort the Hospital is unsuccessful, this issue will be subject to meet and confer.
3. An employee who is not offered a position of at least the same status hours under the procedure outlined in paragraph 2 will be offered the opportunity to displace the least senior employee in any work area in the department with at least the same status hours, provided he/she is qualified (per Section 19c) for the position with no more than eighty (80) hours of orientation. The Hospital's determination of "qualified" shall be subject to the grievance procedure.
 4. An employee who is not offered a position under the procedure outlined in paragraph 3 will be offered an opportunity to displace the least senior employee in the department who has less status hours, provided he/she is qualified (per Section 19c) for the position with no more than eighty (80) hours of orientation. The Hospital's determination of "qualified" shall be subject to the grievance procedure.

5. An employee who does not accept a position offered under the procedure outlined in paragraphs 1 through 4 or who is not offered a position will be laid off. Employees on layoff status will not accrue benefits during the period of layoff.

a. **Placement Alternative to Reduction**

Employees selected for layoff may apply for posted, vacant positions in accordance with Section 2.

b. **Intermittent Work Offers**

(1) An employee who is in a long term/permanent layoff status shall be placed, upon request, in order of seniority, on an intermittent work list for the first twelve months after separation. Employees on this list will be notified of casual per diem work for which they are qualified. These employees will be paid at regular rates (not per diem rates) for this work. The Hospital shall make good faith efforts to offer the opportunity to work intermittent shifts to qualified laid off employees before overtime of four (4) hours duration or more is offered.

(2) If an employee who is on the intermittent work list works forty (40) hours or more in two consecutive pay periods, the Hospital will reimburse that employee for any COBRA payments (see paragraph g) he/she made for the month and he/she will accrue benefits for these hours.

c. **Severance**

The Hospital will meet and confer with ESC/IFPTE regarding severance during the fourteen (14) days following any notice of long term/permanent reduction in force.

d. **Re-Employment**

(1) Employees on lay-off will be given a notice of each position posting in his/her department.

(2) Employees on layoff status have the responsibility of keeping the Hospital informed of their current address and telephone number. Failure to do so will constitute a waiver of rights under this Section. An employee who is laid off may use his/her seniority to bid on posted positions, provided they are qualified (per Section 18c) for the new position with no more than eighty (80) hours of orientation. The Hospital's determination of "qualified" will be subject to the grievance procedure. An employee on disciplinary probation may only bid on a posted position within his/her former area. These rehire rights will expire one year after the date of the lay-off.

- (3) Those employees who are re-employed within 12 months, from the date of separation will have their start date adjusted for the time they were on layoff status.

e. Continuation of Benefits

Employees separated under this provision have the option of purchasing health, dental and vision insurance at the COBRA rate available to the Hospital for a period of time provided by the Statute following the date of separation in accordance with COBRA. These premiums must be paid monthly by the employee, consistent with the Hospital's policy on COBRA benefits.

SECTION 21: WORK CLOTHES

Required uniforms are furnished by the Hospital for all unit members covered by this Memorandum and are laundered by the Hospital. The Hospital shall provide each regular unit member with two (2) new laboratory coats per year. Each per diem unit member shall be provided with one (1) new laboratory coat per year, once probationary period is passed.

SECTION 22: EMPLOYEE COMPLAINTS AND GRIEVANCES

Unit members shall be enabled to make their complaints known by orderly appeal up through successive levels of supervision and shall be assured of a prompt and fair hearing of the issues involved. The use of this employee complaint and grievance procedure shall not reflect unfavorably on the unit member or supervisors concerned. It shall be the responsibility of each supervisor and the Administrator to guarantee unit members under their jurisdiction freedom from restraint, discrimination or reprisal for using this procedure. The following review procedure shall cover all unit member complaints and grievances.

Step One:

If a unit member is dissatisfied with a decision or a condition affecting his/her employment, he/she shall first discuss the matter with his/her immediate supervisor or department head. The immediate supervisor or department head shall make a thorough investigation of the case and make a decision based on full and fair consideration of all the facts. Most complaints and grievances should be solved at this level.

Step Two:

If the grievance or complaint is not thus settled, the unit member and/or his/her authorized representative shall confer with the Administrator of the Hospital, or his/her designated representative, and attempt to settle the matter. The Administrator or designated representative shall reply within ten (10) calendar days.

Step Three:

- A. If any such grievance or complaint is not settled by the above procedures, either party may notify the other in writing within seven (7) calendar days of their intent to place the matter before an advisory committee. The two parties will then convene to appoint said committee which shall consist of two (2) representatives of the Hospital and two (2) representatives of the unit member. The committee will take up the matter within forty-eight (48) hours of its appointment. Any decision by a majority of three (3) members shall be the final decision of the committee, subject to provisions of Step Five. A record of the proceedings of the committee shall be kept.
- B. As an option to the Step Three Grievance Committee, the parties may mutually agree to mediation utilizing the services of an agreed upon mediator to resolve the grievance.
1. A request by either party for mediation must be made within fourteen (14) days of the Step 2 response.
 2. A grievance mediation meeting shall be scheduled within thirty (30) days of the request for mediation subject to the schedule of the mediator.
 3. Neither the Employer nor the Union will be bound by any recommendation of the mediator.
 4. The costs of mediation, if any, shall be shared equally by the parties.
 5. A grievance may proceed directly to arbitration upon mutual agreement of the parties.

Step Four:

If, within five (5) days after the committee begins its consideration of the matter as described in Step Four above, a decision has not been reached, then the committee shall unanimously select a fifth (5th) member who shall serve as impartial chairman of the committee. A decision by a majority of the committee (three members shall constitute a majority) shall be the final decision of the committee, subject to provisions of Step Five. A record of the proceedings of the committee shall be kept. Any fees or expenses involved in this step of the procedure shall be borne equally by the Hospital and the unit member, or the unit member's representative, subject to the provisions of Step Five.

Step Five:

No later than thirty-two (32) days after the final decision of the committee, the Board of Directors of the District may, of its own motion, review the final decision of the committee at Step Five, together with the entire record of the proceedings, the Board of Directors may affirm, modify or reverse the decision of the committee. Should the Board of Directors determine to reverse the decision, they shall reduce to writing their reasons for so doing and, in this case, the Hospital shall bear all costs of Step Five, if any.

Notwithstanding any of the above procedures, no grievance or complaint shall be considered unless it has been first presented within thirty (30) days of the alleged occurrence thereof. In the event the grievance concerns discharge of a unit member, a grievance must be presented within seven (7) calendar days following discharge. Notwithstanding any of the above, the time limits included in this procedure may be modified by mutual consent of the parties concerned.

SECTION 23: EMPLOYEE REPRESENTATIVES

- A. The Union may appoint two (2) unit member representatives and two (2) alternates for each department, who will act only in the absence of the named representatives. The appointments shall be made in such manner as the Union determines, at least one of the unit member representatives in the Pharmacy and one in the Lab shall be full-time members, and the Hospital will be notified in writing of such appointments.
- B. It is understood that the unit member representatives shall be full-time unit members with at least twelve (12) months of full-time employment at the Hospital.
- C. The unit member representatives shall only deal with the representatives of the Hospital designated to handle grievances.
- D. The primary function of the unit member representatives shall be to process grievances of unit members through the grievance procedure.
- E. The unit member representatives shall not direct any unit member how to perform or not perform his/her work, shall not countermand the order of any supervisor, shall not interfere with the normal operations of the Hospital or any other unit member. His/her activities as a unit member representative shall in no way interfere with his/her assigned duties as a Hospital employee.
- F. No unit member representative shall be involved in any way in the handling of grievances other than in the department in which he works. The Hospital's designated representative is only required to meet with one unit member representative on any grievance.

SECTION 24: TANDEM

If an improvement in the Hospital's vacation, holiday, health and welfare, retirement, related health benefits for retirees, life insurance, education benefits, or sick leave benefits during this term of memorandum is awarded to other labor organizations with whom the Hospital has memoranda of understanding, such changes will automatically extend to the employees covered by this Memorandum.

SECTION 25: PROFESSIONAL PRACTICES COMMITTEE

- A. The Hospital recognizes the concern of the unit members with respect to professional developments in the field and recognizes further that unit members may provide positive professional assistance towards achieving effective and efficient operations and high professional standards which are the Hospital's obligations to the community.
- B. To this end, a Professional Practices Committee will be established at the Hospital, comprised of five (5) unit members appointed by the Union, the Director of Laboratory Services, Pharmacy Services and three (3) other representatives of the Hospital to be designated by management. Upon request of the unit members appointed by the Union, a Union representative may attend Professional Practices Committee meetings in an advisory capacity only.
- C. The functions of the Committee shall be:
 - 1. To study developments in methods and technology and to recommend ways in which unit members may be trained to perform new professional assignments.
 - 2. To consider constructively methods of improving the practice of Clinical Laboratory Science and Pharmacy in the Hospital.
 - 3. To consider constructively staffing and scheduling patterns in the departments and to make recommendations thereon.
- D. The Committee may schedule meetings as they deem necessary. Representatives shall be entitled to a maximum of one and one-half (1-1/2) hours pay monthly at their straight tune hourly rate of pay for the purpose of attending committee meetings providing that time spent at any meeting shall not constitute time worked for any purpose under this Memorandum.
- E. Meetings will be scheduled so as not to interfere with the work of the departments. These meetings will not be part of the meet and confer process nor will they be construed to constitute grievance meetings.
- F. Meetings of the Professional Practices Committee will be chaired by the appropriate Hospital representative who will appoint a member of the Committee to prepare minutes. Agendas will be exchanged a week in advance of any meeting.
- G. Recommendations adopted by the Committee are advisory to management and will not be subject to the grievance procedure.

SECTION 26: EMPLOYEE SAFETY AND HEALTH

The Hospital shall continue its best efforts to ensure the safety and health of unit members in the work environment.

SECTION 27: MEETING AND CONFERRING OBLIGATIONS

It is acknowledged that during meeting and conferring which resulted in this Memorandum, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper aspects of meeting and conferring. Therefore, for the period of this Memorandum, the Association agrees that the Hospital shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this Memorandum.

SECTION 28: CONTRACTING LANGUAGE

In the event the Hospital intends to sub-contract work historically performed by employees covered by this agreement, or permanently close a department of the Hospital that employs employees covered by this agreement or sell the Hospital, the Hospital shall so notify the union, at least 30 days in advance of such intended action on its part, and the parties shall meet and confer on the impact of such action upon employees then working under this agreement. Such meeting and conferring will include, but not be limited to, alternative employment of any employee who loses his/her job as a result of the change and the impact of the change on patient care.

SECTION 29: DISASTER PLAN

- A. In the event of a disaster requiring the activation of the Hospital Emergency Activation Plan, employees may: (1) be required to perform duties not covered by this Agreement while persons not part of the bargaining unit may perform work that is covered by this Agreement; and (2) be assigned mandatory overtime and schedules different from their normal shifts. This section is not intended to prevent an employee from attempting to contact his/her family by phone in the event of a natural disaster.
- B. Bargaining unit employees will be assigned to perform their primary duties where, in the discretion of the Hospital, it is feasible and appropriate for them to do so and will be compensated at no less than their regular rate of pay regardless of the work performed.

SECTION 30: TERM OF MEMORANDUM

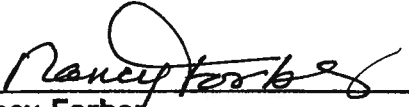
Except as provided below, and as otherwise provided herein, this Memorandum shall become operative upon adoption by the board of Directors of Washington Township Health Care District and shall continue in effect without change, addition or amendment through January 31, 2012. Salaries as provided for in Sections 8 shall become effective on the dates noted in those sections.

This Memorandum shall be automatically renewed or extended from year to year after January 31, 2012, unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Memorandum. If a new Memorandum is not reached prior to February 1, 2012, or any subsequent anniversary date thereafter, the parties may, by mutual consent, extend the existing Memorandum.

In the event there is new legislation regarding health care that negatively impacts the employer or the employees, this agreement may be reopened at the request of either party.

All terms and conditions in this Memorandum represent a joint recommendation to the Washington Hospital Board of Directors on behalf of the signatories below.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**



Nancy Farber
CHIEF EXECUTIVE OFFICER

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



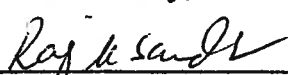
Thelma Dodson, Union Representative



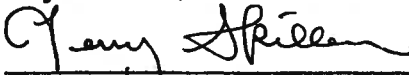
Ed Cheung, Clinical Pharmacist



Rondi Fahey, Pharmacy Technician



Raj Sandhu, Sr. Clinical Laboratory Scientist



Terry Skillern, Sr. Clinical Laboratory Scientist

Date: 2/22/10

Date: February 1, 2010

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL AND THE
ENGINEERS AND SCIENTISTS OF CALIFORNIA**

Re-Open MOU for Wage Negotiations

If the parties mutually agree in writing that the wage scales set forth herein require modifications, this MOU may be opened prior to the expiration date set forth in Section 30 for the sole purpose of negotiating appropriate wage adjustments.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forbes

Date: 2/22/10

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

Shelma S. Dodson

Date: February 4, 2010

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA**

Per Diem Issues

The Professional Practices Committee of each department shall designate a Per Diem Subcommittee ("PDS") comprised of three Union members and three management members.

The PDS shall begin consideration of all issues pertaining to scheduling and per diem employees raised by the Union during negotiations within one month of the ratification of the Memorandum of Understanding ("MOU"). The issues raised by the Union shall serve as guiding principles.

The Committee shall meet at least twice per month. Union members shall be entitled to a maximum of three (3) hours' pay monthly at their straight time hourly rate of pay for attending the meetings, but the time spent in the meetings shall not be considered hours worked for overtime purposes.

The Union and the Hospital shall meet and confer over the recommendations of the PDS. Any agreement ultimately reached shall be subject to ratification by both parties. If no agreement is reached within eight months of the date the MOU is ratified, the parties shall, upon the request of either party, re-open applicable sections of the MOU and recommence negotiations in an attempt to resolve any outstanding issues.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forby

Date: 2/22/10

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

Thelma R. Rodden

Date: February 4, 2010

APPENDIX A

LABORATORY

Clinical Laboratory Scientists
Medical Laboratory Technicians

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APPLICABLE LETTERS OF AGREEMENT

- “Call-Back Pay for Clinical Laboratory Scientists When Subpoenaed to Testify as Witness Concerning Blood Draw”
- “Personnel Files”
- “Right to Union Representation during Investigatory Meetings”
- “Use of Laboratory Technicians”
- “Use of Medical Laboratory Technicians”

APPENDIX A - LABORATORY

SECTION A7: JOB CLASSIFICATIONS

A. Minimum Qualifications for a Clinical Laboratory Scientist

1. Possession of a valid California Scientists license.
2. Ability to perform routine procedures in all laboratory divisions, or the ability to perform both routine and difficult procedures in one laboratory division.

B. Minimum Qualifications for a Senior Clinical Laboratory Scientist

1. Possession of a valid California Scientists license.
2. Minimum of three (3) years' continuous experience as a licensed Clinical Laboratory Scientist with Washington Hospital, or a combination of prior experience and Washington Hospital experience totaling three years. Equivalency will be determined by the Laboratory Director and the Personnel office staff.
3. The ability to perform with minimum supervision, all routine procedures and the most advanced procedures in one laboratory division, or all of the routine and difficult procedures in all laboratory divisions.

C. Minimum Qualifications for a Lead Clinical Laboratory Scientist

1. Possession of a valid California Scientist's license.
2. Minimum of three (3) years continuous experience as a Senior Clinical Laboratory Scientist or Supervisor with Washington Hospital.
3. The ability to perform all procedures in area assigned without supervision.
4. A comprehensive knowledge of the methodologies employed and the equipment utilized in the assigned area.
5. Strong communication and leadership skills.

D. Promotion from Scientist to Senior Scientist

The minimum requirements for promotion from Scientist to Senior Scientist shall be:

1. Fulfillment of the tenure requirements set forth above.
2. The specifications for Senior Scientist and,

3. The demonstrated abilities to perform the duties of the classifications as evidenced by the quality of work as a Laboratory Scientist.

The Hospital shall be sole judge of the Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied.

E. Promotion from Senior Clinical Laboratory Scientist to Lead Clinical Laboratory Scientist

The minimum requirements for promotion from Senior Scientist to Lead Scientist shall be:

1. Fulfillment of the minimum qualifications set forth above.
2. The demonstrated abilities to perform the duties of the position as demonstrated by the quality of work as a Senior Laboratory Scientist or Supervisor.

The Director of Laboratory Services shall be the sole judge of the Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied. Advancement is not based solely on tenure, but on the filling of a vacancy or creation of a new area. The Hospital shall determine how many lead positions will be established or maintained.

All present Supervisors with experience as a Scientist and Supervisor at Washington Hospital will be able to use Hospital Seniority in filling these positions.

F. Relief in Higher Classification

1. A Scientist shall be assigned as an Acting Supervisor when neither a Supervisor nor a Lead Scientist is on duty. The manager shall first attempt to obtain a volunteer to serve as Acting Supervisor among qualified unit members on duty. In the event no one volunteers to serve as Acting Supervisor then the manager shall assign the responsibilities of Acting Supervisor to unit members on a rotational basis in seniority order (beginning with the least senior Benefited Senior CLS) and provided the following payments are made such an assignment may not be refused.
2. A Scientist shall be assigned as an Acting Lead when a Lead Scientist is otherwise scheduled but is not on duty. The manager shall first attempt to obtain a volunteer to serve as Acting Lead among qualified unit member on duty. In the event no one volunteers to serve as Acting Lead then the manager shall assign the responsibilities to serve as Acting Lead to unit members on a rotational basis in seniority order (beginning with the least senior Benefited Senior CLS) and provided the following payments are made, such an assignment may not be refused.
 - a. A Scientist assigned responsibility in the absence of a Supervisor or Lead Scientist shall receive relief premium at the rate of \$3.30 per hour in addition or regular compensation.

- b. A Scientist assigned responsibility in the absence of a Supervisor (and/or a Lead Scientist on a weekend or holiday) and who works for at least two hours shall receive a pro rata relief premium.

3. The Hospital will use its best efforts to fill vacant positions on a permanent basis.

G. Experience Credit

Initial placement for the purposes of tenure credit for all unit members will be established by the Hospital and implemented by the appropriate Director and the Personnel Office. Any employees at a lower or same step at the time of a hiring change will be appropriately adjusted.

Experience credit will be based on experience gained at a hospital, clinical laboratory, or home health care agency accredited by the Joint Commission or Medicare accreditation. Credit for previous experience may also include military or civilian hospitals operated by the Federal government. For the classifications of Clinical Laboratory Scientist or Clinical Pharmacist experience must be as a licensed or certified position.

Clinical pharmacists who have at least 2 years inpatient experience or 1 year of hospital residency can be hired into the year 3 step.

H. Medical Laboratory Technician

1. Minimum Qualifications for a Medical Laboratory Technician

- a. Possession of a valid California Medical Laboratory Technician license.
- b. Ability to perform technical procedures working with direct supervision of a licensed Clinical Laboratory Scientist in specified areas of the clinical laboratory.

SECTION A8: COMPENSATION – LABORATORY

A. Pay Rates

The following rates of pay shall apply on the effective date shown below:

Effective the first pay period after February 1, 2009

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Year 25
Medical Laboratory Tech	35.15	35.68	36.21	36.76	37.31	37.87	38.43	39.18	39.18
Clinical Lab Scientist Trainee	32.96								
Clinical Lab Scientist	38.08	39.98	41.69						
Sr. Clinical Lab Scientist	41.98	43.84	45.71	46.40	47.09	47.80	48.50	49.47	50.21
Lead Clinical Lab Scientist	48.47	49.92	51.44	52.21	52.99	53.79	54.57	55.66	56.50

Effective the first pay period after February 1, 2010

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Year 25
Medical Laboratory Tech	36.38	36.93	37.48	38.04	38.61	39.19	39.78	40.55	40.55
Clinical Lab Scientist Trainee	34.11								
Clinical Lab Scientist	39.41	41.38	43.15						
Senior Clinical Lab Scientist	43.45	45.37	47.31	48.02	48.74	49.47	50.20	51.20	51.97
Lead Clinical Lab Scientist	50.17	51.67	53.24	54.04	54.85	55.67	56.48	57.61	58.47

Effective the first pay period after February 1, 2011

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20	Year 25
Medical Laboratory Tech	37.65	38.22	38.79	39.37	39.96	40.56	41.17	41.97	41.97
Clinical Lab Scientist–Trainee	35.31								
Clinical Lab Scientist	40.79	42.83	44.66						
Senior Clinical Lab Scientist	44.97	46.96	48.97	49.70	50.45	51.20	51.96	52.99	53.79
Lead Clinical Lab Scientist	51.92	53.48	55.10	55.93	56.77	57.62	58.46	59.63	60.52

- Advancement to the 2nd year rate (step 2) shall occur only if the employee has completed 1 year of eligible service in the 1st Year (Step 1) and at least 1,000 hours.
- Advancement to the 3rd year rate (step 3) shall occur only if the employee has completed 1 year of eligible service in the 2nd Year (Step 2) and at least 1,000 hours.
- Advancement to the 4th year rate (step 4) shall occur only if the employee has completed 1 year of eligible service in the 3rd Year (Step 3) and at least 1,000 hours.
- Advancement to the 5th year rate (Step 5) shall occur only if the employee has completed 1 year of eligible service in the 4th Year (Step 4) and at least 1,000 hours.
- Advancement to the 10th year rate (Step 6) shall occur only if the employee has completed 5 years of eligible service in the 5th Year (Step 5) and at least 5,000 hours.
- Advancement to the 15th year rate (Step 7) shall occur only if the employee has completed 5 years of eligible service in the 10th Year (Step 6) and at least 5,000 hours.
- Advancement to the 20th year rate (Step 8) shall occur only if the employee has completed 5 years of eligible service in the 15th Year (Step 7) and at least 5,000 hours.
- Advancement to the 25th year rate (Step 9) shall occur only if the employee has completed 5 years of eligible service in the 20th Year (Step 8) and at least 5,000 hours.

“Eligible Service” means years of service in the bargaining unit at Washington Hospital.

If hired at a step other than Step 1, future step progression would be as if the employee had reached that higher step through tenure.

A. Shift Premium – Laboratory

1. Evening shift shall receive a shift premium based on ten (10) percent of the 1st year entry rates, night shift shall receive a shift premium based on fifteen (15) percent of the 2nd year entry rate.

<u>Effective Feb. 1.</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Scientists			
Evening Shift Differential:	\$ 3.81	3.94	4.08
Night Shift Differential:	\$ 6.00	6.21	6.42
Medical Laboratory Technicians			
Evening Shift Differential:	\$ 3.52	3.64	3.77
Night Shift Differential:	\$ 5.35	5.54	5.73

2. The Hospital will use its best efforts to ensure that Scientists are regularly scheduled for one shift only. In the event that a day shift Scientist must be scheduled to work two shifts, except in emergencies of one week's duration or less, the Scientist shall receive shift differential for all days worked while so scheduled; however, a Scientist normally assigned to PM or night shift who works a day shift for the convenience of the Hospital shall receive shift differential for such day shifts worked.

B. On-Call, Called-In, Called-Back Compensation

On-Call - is understood to be off duty, standby service. A unit member on-call for a given Hospital shall receive pay for such on-call at the rate of one-half (1/2) times the appropriate straight-time hourly rate for each hour of on-call service. It is mutually understood that the Hospital is not obligated by this provision to establish such a service.

1. **Unrestricted Call** - Is understood to be off-duty standby service where the unit member is on a beeper and is able to move freely about the community as long as he/she is within beeper range and can respond within thirty minutes. A unit member on unrestricted call shall receive pay for such service at the rate of \$8.00 per hour. It is mutually understood that the Hospital is not obligated by this provision to establish such a service. Likewise, it is mutually understood that assignment of unrestricted call shall be from a list of unit members who have volunteered for such duty, and that assignment will be rotated in order of seniority. Seniority for the purposes of this section shall be as defined in Section 18B.
2. **Called-In** - If called in to work when on-call or unrestricted call, the unit member shall be compensated at time and one-half (1-1/2) times the appropriate straight-time hourly rate for actual time worked. On-call and unrestricted call pay does not run concurrently with call-in or call-back pay.
3. **Called-Back** - A unit member called back to work on his or her regular scheduled time off shall be compensated at one and one-half (1-1/2) times the appropriate straight-time hourly rate for actual time worked. A unit member will be deemed to have been called back only if the employee is requested to and returns to work within twenty-four (24) hours of that unit member's last scheduled starting time and shall receive the premium pay only for those hours worked falling within the twenty-four (24) hour period; with a minimum of four (4) hours work or pay in lieu thereof at the premium rate.
4. A unit member will not have his/her scheduled shift reduced due to called-back hours worked immediately preceding the start of such shift unless mutually agreed between the Hospital and the employee.
5. **Minimum Called-In Pay** - Called in work (from standby service) requires two (2) hours of pay at the appropriate rate.
6. Regular full-time, regular part-time and per diem unit members as defined in Section 9 below shall have an unbroken rest period of twelve (12) hours between any eight- (8) hour shift. All hours worked within the twelve (12) hour rest period shall be paid at the rate of time and one-half (1-1/2). This provision may be waived upon the written request of the employee and with the agreement of the Supervisor. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph.

7. Regularly scheduled unit members who are asked by the Hospital to change their schedule either by coming in earlier than scheduled or later than scheduled with fewer than twenty four (24) hours notice and who agree to do so will receive a premium of one (1) hours pay at regular straight time rates of pay.

C. Weekend Work:

1. Full-time Laboratory Scientists (and benefited part-time Laboratory Scientists hired before 2/1/78) will be scheduled to work no more than one weekend in three without the individual Scientist's consent, except in the case of an emergency. Full-time Laboratory Scientists hired after February 1, 1998, may be required to work a fixed schedule which requires him/her to work every other weekend.
2. Benefited part-time Laboratory Scientists hired after February 1, 1978, may be hired to work a fixed schedule which includes a greater number of weekends worked than those noted above.
3. A weekend differential of 5% of the employee's current base hourly rate will be paid for all hours worked in a shift when the majority of the hours of that shift fall during the hours of 11:00 PM Friday until 11:00 PM Sunday.

SECTION A10: WORK SCHEDULES AND HOURS OF WORK

- A.** The unit member's work week shall be designated by the Hospital and shall be a consecutive period of seven (7) days. Straight time hourly rates shall apply up to a maximum of forty (40) hours per week, eight (8) hours per day, five (5) days per week. All work in excess of eight (8) hours per day or five (5) days per week shall be paid for at the rate of one and one-half (1-1/2) times the basic straight time hourly rate including applicable differentials. All work in excess of twelve (12) hours in one day shall be paid for at the rate of two (2) times the basic straight time hourly rate including applicable differentials. All work on the unit member's seventh (7th) consecutive day of the week shall be paid for at the rate of two (2) times the basic straight time hourly rate including applicable differentials.

The Hospital shall attempt to schedule two (2) consecutive days off each week but in the event it is unable to do so, no penalty pay shall be due. No unit member shall be required to work on his day off except in case of emergency. Notwithstanding the foregoing, a group of unit members may, by mutual agreement, institute for rotation purposes, a schedule of work not to exceed eighty (80) straight time hours over a two-week period.

- B.** A schedule shall be posted on the bulletin board available to all unit members listing starting and quitting times and days off four (4) weeks in advance. After the schedule is posted, an employee who, for his or her own benefit, wishes to initiate a schedule change on any shift or for any pay period must find a qualified replacement. The replacement must not cause any additional overtime to the Hospital, and the proposed replacement must be pre-approved by the Hospital. When a schedule change is required because of illness, bona fide emergency or other circumstance beyond the

control of the employee, management will be responsible for obtaining a replacement and communicating with all affected employees. If this schedule is changed without mutual consent within two (2) weeks of the date to be worked, the unit member will have immediate access to Step 2 of the Grievance Procedure.

- C. The Hospital will make its best efforts to provide adequate relief staffing so that the scheduling of vacation, holiday and educational leave will not be unreasonably denied.
- D. During the term of this Memorandum of Understanding, the Hospital and the Union agree to discuss the implementation of additional shifts at ten (10) hours a day and/or twelve (12) hours a day. If the Hospital and the Union mutually agree that such shifts may be initiated, they will memorialize their discussion in a Side Letter of Understanding to this Memorandum.
- F. No unit member shall be required to work two shifts within a period of twenty-four (24) hours except in case of emergency.

G. Definition of Shifts

1. A day shift is any shift in which the majority of the regularly assigned hours are worked between 7:00 a.m. and 3:00 p.m.
2. A p.m. shift is any shift in which the majority of the regularly assigned hours are worked between 3:00 p.m. and 11:00 p.m.
3. A night shift is any shift in which the majority of the regularly assigned hours are worked between 11:00 p.m. and 7:00 a.m. A unit member who is asked to cover night shift on a temporary basis will receive the applicable night shift premium for all hours actually worked outside his or her regular schedule between 11:00 pm and 7:00 am.

H. Reduced Shifts

Employees who have attained at least three (3) years' seniority with the Hospital may request that their full time schedule be reduced to 4/5 (.8) time. For the two most senior employees making such a written request to the Department manager and to Human Resources, the Hospital will use reasonable efforts based upon business necessity to make this accommodation within 60 days of the request. In the Pharmacy Department, no more than one employee in any one classification will be allowed to be on such a reduced schedule at any one time. The employee shall retain the right to apply for an available posted full time position upon written request.

The Hospital may post positions that include a regularly scheduled 3 shift week. Such positions shall be compensated at 3/5s of regular weekly salary.

Management will make an effort to allow an employee exercising this option two (2) consecutive shifts off each week.

Lead positions shall always be full time positions.
Each department will develop a policy for implementation

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA**

**Call-Back Pay for Clinical Laboratory Scientists When
Subpoenaed to Testify as Witness Concerning Blood Draw**

The parties of this Letter agree that when a Clinical Laboratory Scientist is subpoenaed to appear as a witness to testify concerning a blood draw that was made as part of his/her job responsibilities, the time spent as a witness, if outside their normal work time, will be counted as call back pay as outlined in section 8C3 of the memorandum of understanding and will, therefore, be paid at one and one-half (1-1/2) times the straight time rate for a minimum of four (4) hours. In addition, the Clinical Laboratory Scientist will have his/her work schedule adjusted as appropriate. On the day shift, the supervisor will first ask for volunteers to draw these patients to try to accommodate those employees who might have a hardship appearing as a witness because they live so far away.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forby
Date: 2/22/10

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

Thelma L. Dodson
Date: February 4, 2010

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA**

Personnel files, Documentation, Investigations

The parties to this Letter of Agreement agree to the following:

1. Hospital employees have the right during normal business hours (although not while in paid status) to review the contents of their personnel file and to receive a photocopy of any: document in their personnel file, with the exception of confidential letters of reference and testing keys or instruments, if any. The Hospital shall maintain employee personnel files in the Human Resources Department and only documents contained in that personnel file shall be considered valid for disciplinary or promotional purposes.
2. Hospital employees shall be given a photocopy of any formal performance evaluation, written disciplinary warning, or any other document of a disciplinary or derogatory nature, prior to such material being placed in the employee's personnel file. The employee shall sign and date such material only as proof of receipt. All disciplinary actions shall be taken in a professional, respectful, and timely manner. Discipline shall be handled as confidentially as possible.
3. Hospital employees in the ESC bargaining unit have the right, upon request, to have union representation in any investigatory meeting that could lead to disciplinary action. When a unit member requests representation for such an investigatory meeting, supervisors shall delay the meeting for up to forty-eight (48) hours to enable the unit member to arrange for a union representative. Nothing in this Letter of Agreement shall restrict the Hospital's right to place an employee on administrative leave, prior to the investigatory meeting, as warranted by the circumstances.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forbes

Date: 2/22/10

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

Shelma K. Obdoon

Date: February 4, 2010

LETTER OF AGREEMENT
BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA

Use of Laboratory Technicians

Under normal operating situations, the Hospital agrees that the Lab will limit its use of technicians to one per each discipline area in the Lab (Hematology, Chemistry, and Microbiology) as well as to the PM shift and Night shift. The Hospital agrees to use good faith efforts to ensure that Scientists are given the first opportunity to relieve for absent Scientists. In the event sufficient Scientists are unavailable to cover unanticipated shortages in staffing as determined by Lab management, the Hospital may use an additional technician to relieve in each discipline area or specified shift, consistent with the responsibilities that may be lawfully assigned to such technicians. On-going or other issues regarding the use of lab technicians will be referred to the PPC for discussion during the term of this Memorandum of Understanding.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**



Date: 2/22/10

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



Date: February 4, 2010

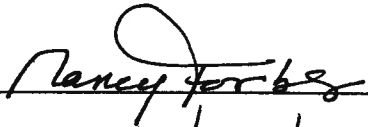
LETTER OF AGREEMENT
BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA

Use of Medical Laboratory Technicians

It is the intent of Washington Hospital to utilize the MLT classification in compliance with California Business and Professions Code Section 1260-1275.


No existing Clinical Laboratory Scientist will be laid-off or have their hours reduced as a direct result of the implementation of the MLT classification.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**



Date: 2/22/10

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



Date: February 4, 2010

APPENDIX B

PHARMACY

Clinical Pharmacists
Pharmacy Technicians

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APPLICABLE LETTERS OF AGREEMENT

“Eligible Service” for Clinical Pharmacists and Pharmacy Technicians”

“Personnel Files”

“Right to Union Representation during Investigatory Meetings”

“Pharmacy Scheduling Committee”

“Vacancies on the Night Shift in the Pharmacy Department”

APPENDIX B – PHARMACY

SECTION B7: JOB CLASSIFICATIONS

A. Minimum Qualifications for a Clinical Pharmacist

1. Possession of a current license as a registered pharmacist in the State of California.
2. Ability to process and review physician medication orders, prepare and dispense medication, interact with other healthcare professionals, and direct the work of pharmacy technicians.

B. Minimum Qualifications for a Pharmacy Technician

1. Possession of a high school diploma or equivalent.
2. Graduate of a pharmacy technician training program or a minimum of one (1) year hospital pharmacy experience.
3. Ability to receive, review, sort, and process drug and supply orders, assist in maintaining drug inventories, and processing of outpatient and inpatient orders, prepare admixtures, answer telephone, and perform clerical functions.
4. Certificate of registration from the State Board of Pharmacy (employees hired after 2/1/94).

C. Experience Credit

1. Initial placement for the purposes of tenure credit for all unit members will be established by the Hospital and implemented by the appropriate Director and the Personnel Office. Any employees at a lower or same step at the time of a hiring change will be appropriately adjusted.
2. Experience credit will be based on experience gained at a hospital, clinical laboratory, or home health care agency accredited by the Joint Commission or Medicare accreditation. Credit for previous experience may also include military or civilian hospitals operated by the Federal government. For the classifications of Clinical Laboratory Scientist or Clinical Pharmacist experience must be as a licensed or certified position.
3. Clinical pharmacists who have at least 2 years inpatient experience or 1 year of hospital residency can be hired into the year 3 step.

D. Pharmacy Technician II

The Union and Hospital agree that the PPC shall meet within 60 days of ratification of this Agreement to establish the position of Pharmacy Technician II with the following parameters:

1. Limited to one person.
2. The Hospital shall have discretion to fill with the most qualified person.
3. Duties to be defined but to include serving as lead in absence of supervisor, providing training programs during the year, assisting with overall precepting and attending yearly professional development classes.
4. Qualifications to be determined, but shall include at a minimum five years of inpatient experience at WHHS and membership in a national professional organization.
5. The PPC shall also consider:
 - a. The appropriate pay level.
 - b. Whether the position will be posted annually.
 - c. Criteria for the position.

E. RELIEF IN HIGHER CLASSIFICATION

1. A Pharmacy Technician shall be assigned as an Acting Pharmacy Buyer when the Pharmacy Buyer is not on duty. The manager shall first attempt to obtain a volunteer to serve as Acting Pharmacy Buyer among qualified unit members on duty. In the event no one volunteers to serve as Acting Pharmacy Buyer then the manager shall assign the responsibilities of Acting Pharmacy Buyer to unit members on a rotational basis in seniority order (beginning with the least senior Benefited Senior CLS) and provided the following payments are made such an assignment may not be refused.
2. The Hospital will use its best efforts to fill vacant positions on a permanent basis.
3. A pharmacy Technician assigned responsibility in the absence of a Pharmacy Buyer shall receive relief premium at the rate of \$3.30 per hour in addition to regular compensation.

SECTION B8: COMPENSATION - PHARMACY

A. Pay Rates

Effective the first pay period after February 1, 2009

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Year 1	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Clinical Pharmacist	63.77	64.72	65.67	66.66	67.64	68.99	70.37	71.43
Pharmacy Technician	23.57	25.25	26.67	27.07	28.10	29.23	29.81	30.26

Effective the first pay period after February 1, 2010

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Year 1	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Clinical Pharmacist	66.00	66.99	67.97	68.99	70.01	71.40	72.83	73.93
Pharmacy Technician	24.39	26.13	27.60	28.01	29.08	30.25	30.85	31.31

Effective the first pay period after February 1, 2011

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Year 1	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Clinical Pharmacist	68.31	69.33	70.35	71.41	72.46	73.90	75.38	76.51
Pharmacy Technician	25.24	27.04	28.57	28.99	30.10	31.31	31.93	32.41

Advancement to the 3rd year rate (Step 2) shall occur only if the employee has completed 2 years of eligible service in the 1st Year (Step 1) and at least 2,000 hours.

Advancement to the 5th year rate (Step 3) shall occur only if the employee has completed 2 years of eligible service in the 3rd Year (Step 2) and at least 2,000 hours.

Advancement to the 7th year rate (Step 4) shall occur only if the employee has completed 2 years of eligible service in the 5th Year (Step 3) and at least 2,000 hours.

Advancement to the 10th year rate (Step 5) shall occur only if the employee has completed 3 years of eligible service in the 7th Year (Step 4) and at least 3,000 hours.

Advancement to the 15th year rate (Step 6) shall occur only if the employee has completed 5 years of eligible service in the 10th Year (Step 5) and at least 5,000 hours

Advancement to the 20th year rate (Step 7) shall occur only if the employee has completed 5 years of eligible service in the 15th Year (Step 6) and at least 5,000 hours.

Advancement to the 25th year rate (Step 8) shall occur only if the employee has completed 5 years of eligible service in the 20th Year (Step 7) and at least 5,000 hours.

“Eligible Service” means years of service in the bargaining unit at Washington Hospital.

If hired at a step other than Step 1, future step progression would be as if the employee had reached that higher step through tenure.

B. Shift Premium – Pharmacy

1. For Pharmacy Technicians: Evening shift shall receive a shift premium based on ten (10) percent of the 1st year entry rates, night shift shall receive a shift premium based on fifteen (15) percent of the Step 2 entry rate:
2. For Clinical Pharmacists: Evening shift shall receive a shift premium based on ten (10) percent of the 1st year entry rates, night shift shall receive a shift premium based on fifteen (15) percent of the 1st year entry rate.

<u>Effective Feb. 1.</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Clinical Pharmacist			
Evening Shift Differential:	\$ 6.38	6.60	6.83
Night Shift Differential:	\$ 9.57	9.90	10.25
Pharmacy Technician			
Evening Shift Differential:	\$ 2.36	2.44	2.52
Night Shift Differential:	\$3.79	3.92	4.06

3. The Hospital will use its best efforts to ensure that Scientists are regularly scheduled for one shift only. In the event that a day shift Scientist must be scheduled to work two shifts, except in emergencies of one week's duration or less, the Scientist shall receive shift differential for all days worked while so scheduled; however, a Scientist normally assigned to PM or night shift who works a day shift for the convenience of the Hospital shall receive shift differential for such day shifts worked.

C. On-Call, Called-In, Called-Back Compensation

1. On-Call - is understood to be off duty, standby service. A unit member on-call for a given Hospital shall receive pay for such on-call at the rate of one-half (1/2) times the appropriate straight-time hourly rate for each hour of on-call service. It is mutually understood that the Hospital is not obligated by this provision to establish such a service.
2. Unrestricted Call - Is understood to be off-duty standby service where the unit member is on a beeper and is able to move freely about the community as long as he/she is within beeper range and can respond within thirty minutes. A unit member on unrestricted call shall receive pay for such service at the rate of \$8.00 per hour. It is mutually understood that the Hospital is not obligated by this provision to establish such a service. Likewise, it is mutually understood that assignment of unrestricted call shall be from a list of unit members who have volunteered for such duty, and that assignment will be rotated in order of seniority. Seniority for the purposes of this section shall be as defined in Section 18B.
3. Called-In - If called in to work when on-call or unrestricted call, the unit member shall be compensated at time and one-half (1-1/2) times the appropriate straight-time hourly rate for actual time worked. On-call and unrestricted call pay does not run concurrently with call-in or call-back pay.

4. Called-Back - A unit member called back to work on his or her regular scheduled time off shall be compensated at one and one-half (1-1/2) times the appropriate straight-time hourly rate for actual time worked. A unit member will be deemed to have been called back only if the employee is requested to and returns to work within twenty-four (24) hours of that unit member's last scheduled starting time and shall receive the premium pay only for those hours worked falling within the twenty-four (24) hour period; with a minimum of four (4) hours work or pay in lieu thereof at the premium rate.
5. A unit member will not have his/her scheduled shift reduced due to called- back hours worked immediately preceding the start of such shift unless mutually agreed between the Hospital and the employee.
6. Minimum Called-In Pay - Called in work (from standby service) requires two (2) hours of pay at the appropriate rate.
7. Regular full-time, regular part-time and per diem unit members as defined in Section 9 below shall have an unbroken rest period of twelve (12) hours between any eight- (8) hour shift. All hours worked within the twelve (12) hour rest period shall be paid at the rate of time and one-half (1-1/2). This provision may be waived upon the written request of the employee and with the agreement of the Supervisor. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph.
8. Regularly scheduled unit members who are asked by the Hospital to change their schedule either by coming in earlier than scheduled or later than scheduled with fewer than twenty four (24) hours notice and who agree to do so will receive a premium of one (1) hours pay at regular straight time rates of pay.

D. Weekend Work:

1. Every effort will be made to schedule full-time and part-time benefited Pharmacy Technicians to work no more than one weekend in three. Full-time and part-time benefited Pharmacy Technicians will not be scheduled to work more than one weekend in two without the individual Technicians consent, except in the case of an emergency.
2. Full-time and part-time benefited Clinical Pharmacists will be scheduled to work no more than one weekend in two without the individual Pharmacists consent, except in the case of an emergency.
3. A weekend differential of 5% of the employee's current base hourly rate will be paid for all hours worked in a shift when the majority of the hours of that shift fall during the hours of 11:00 PM Friday until 11:00 PM Sunday.

SECTION B10: WORK SCHEDULES AND HOURS OF WORK

- A. The unit member's work week shall be designated by the Hospital and shall be a consecutive period of seven (7) days. Straight time hourly rates shall apply up to a maximum of forty (40) hours per week, eight (8) hours per day, five (5) days per week. All work in excess of eight (8) hours per day or five (5) days per week shall be paid for at the rate of one and one-half (1-1/2) times the basic straight time hourly rate including applicable differentials. All work in excess of twelve (12) hours in one day shall be paid for at the rate of two (2) times the basic straight time hourly rate including applicable differentials. All work on the unit member's seventh (7th) consecutive day of the week shall be paid for at the rate of two (2) times the basic straight time hourly rate including applicable differentials.
- B. The Hospital shall attempt to schedule two (2) consecutive days off each week but in the event it is unable to do so, no penalty pay shall be due. No unit member shall be required to work on his day off except in case of emergency. Notwithstanding the foregoing, a group of unit members may, by mutual agreement, institute for rotation purposes, a schedule of work not to exceed eighty (80) straight time hours over a two-week period.
- C. A schedule shall be posted on the bulletin board available to all unit members listing starting and quitting times and days off four (4) weeks in advance. After the schedule is posted, an employee who, for his or her own benefit, wishes to initiate a schedule change on any shift or for any pay period must find a qualified replacement. The replacement must not cause any additional overtime to the Hospital, and the proposed replacement must be pre-approved by the Hospital. When a schedule change is required because of illness, bona fide emergency or other circumstance beyond the control of the employee, management will be responsible for obtaining a replacement and communicating with all affected employees. If this schedule is changed without mutual consent within two (2) weeks of the date to be worked, the unit member will have immediate access to Step 2 of the Grievance Procedure.
1. The Hospital will make its best efforts to provide adequate relief staffing so that the scheduling of vacation, holiday and educational leave will not be unreasonably denied.
 2. If the Hospital determines that it needs to establish ten (10) hour shifts to staff the Pharmacy night shift it will be done in the following manner:
 - a. A workday shall be no more than ten (10) hours worked within ten (10) hours. A workweek shall be no more than forty (40) hours.
 - b. The appropriate shift differential will be night shift differential.
 - c. Overtime of time and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours in one work day and/or forty (40) hours in one work week.
 - d. A day's ETO or ESL pay shall be for ten (10) hours and those hours would be subtracted from accumulated balances.

- e. Unit members shall receive two (2) fifteen (15) minute breaks and lunch would be paid and taken at the workstation.
3. When unit members who regularly work eight-hour shifts are rotated into a ten-hour shift for three days or less in a workweek, they will be paid an overtime premium for all hours worked over eight in a shift, so long as there is no pyramiding of overtime.
- D. During the term of this Memorandum of Understanding, the Hospital and the Union agree to discuss the implementation of additional shifts at ten (10) hours a day and/or twelve (12) hours a day. If the Hospital and the Union mutually agree that such shifts may be initiated, they will memorialize their discussion in a Side Letter of Understanding to this Memorandum.
1. Pharmacy staffing will continue in its present practices which are as follows:
 2. Regular shifts will be staffed on a rotational basis except night shift.
 3. Relief for day and evening shifts will be on a volunteer basis ordinarily being offered from most senior to least senior in a rotational basis. If no volunteer is available, the assignment will be offered to a per diem employee. If no per diem is available, the assignment will be rotated among all employees starting with the least senior employee. Relief is defined as coverage whenever the shift is temporarily unfilled. For unit members hired prior to 3/1/90, relief shall be on a voluntary basis for the night shift, however, in the Pharmacy, when the Hospital has fully staffed all night shift-positions and has hired night shift relief positions, and a night shift is unfilled because of an emergency, then Clinical Pharmacists may be assigned night shift relief on a rotational basis starting with the least senior.
 4. The Clinical Pharmacists and Pharmacy Technicians will be scheduled for the same days off for each weekend assignment whenever possible, but in the event this is not possible no penalty pay shall be due.
- E. No unit member shall be required to work two shifts within a period of twenty-four (24) hours except in case of emergency.
- F. **Definition of Shifts**
1. A day shift is any shift in which the majority of the regularly assigned hours are worked between 7:00 a.m. and 3:00 p.m.
 2. A p.m. shift is any shift in which the majority of the regularly assigned hours are worked between 3:00 p.m. and 11:00 p.m.
 3. A night shift is any shift in which the majority of the regularly assigned hours are worked between 11:00 p.m. and 7:00 a.m. A unit member who is asked to cover night shift on a temporary basis will receive the applicable night shift premium for all hours actually worked outside his or her regular schedule between 11:00 pm and 7:00 am.

G. Reduced Shifts

Employees who have attained at least three (3) years' seniority with the Hospital may request that their full time schedule be reduced to 4/5 (.8) time. For the two most senior employees making such a written request to the Department manager and to Human Resources, the Hospital will use reasonable efforts based upon business necessity to make this accommodation within 60 days of the request. In the Pharmacy Department, no more than one employee in any one classification will be allowed to be on such a reduced schedule at any one time. The employee shall retain the right to apply for an available posted full time position upon written request. The Hospital may post positions that include a regularly scheduled 3 shift week. Such positions shall be compensated at 3/5s of regular weekly salary.

Management will make an effort to allow an employee exercising this option two (2) consecutive shifts off each week.

Lead positions shall always be full time positions.

Each department will develop a policy for implementation

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA**

Eligible Service for Clinical Pharmacists and Pharmacy Technicians

The MOU between the parties provides in Section 8 "Compensation", that advancement to the 9th, 11th, or 15th rate may only occur when the requisite number of hours of "eligible service" is achieved in the "bargaining unit" at Washington Hospital. The parties recognize that the Clinical Pharmacists and pharmacy technicians were added to the bargaining unit in 1992. Therefore, it is agreed that for the Clinical Pharmacists and pharmacy technicians who were Hospital employees in 1992 and were added to the bargaining unit in 1992 their "eligible service" hours for purposes of Section 8 compensation only, will include all hours worked for Washington Hospital, not just hours in the bargaining unit.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forber

Date: 2/22/10

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

Shelma R. Addison

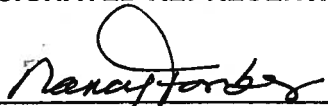
Date: February 4, 2010

LETTER OF AGREEMENT
BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA
Personnel Files, Documents, Investigations

The parties to this Letter of Agreement agree to the following:


1. Hospital employees have the right during normal business hours (although not while in paid status) to review the contents of their personnel file and to receive a photocopy of any: document in their personnel file, with the exception of confidential letters of reference and testing keys or instruments, if any. The Hospital shall maintain employee personnel files in the Human Resources Department and only documents contained in that personnel file shall be considered valid for disciplinary or promotional purposes.
2. Hospital employees shall be given a photocopy of any formal performance evaluation, written disciplinary warning, or any other document of a disciplinary or derogatory nature, prior to such material being placed in the employee's personnel file. The employee shall sign and date such material only as proof of receipt. All disciplinary actions shall be taken in a professional, respectful, and timely manner. Discipline shall be handled as confidentially as possible.
3. Hospital employees in the ESC bargaining unit have the right, upon request, to have union representation in any investigatory meeting that could lead to disciplinary action. When a unit member requests representation for such an investigatory meeting, supervisors shall delay the meeting for up to forty-eight (48) hours to enable the unit member to arrange for a union representative. Nothing in this Letter of Agreement shall restrict the Hospital's right to place an employee on administrative leave, prior to the investigatory meeting, as warranted by the circumstances.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**



Date: 2/22/10

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



Date: February 4, 2010

LETTER OF AGREEMENT
BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA

Pharmacy Scheduling Committee

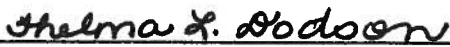
The parties to this Side Letter of Agreement do hereby agree to form a committee in the Pharmacy Department for the purpose of consulting on the development of work schedules for Clinical Pharmacists and Pharmacy Technicians. The committee shall be comprised of two (2) Clinical Pharmacists selected by the bargaining unit, two (2) Pharmacy Technicians selected by the bargaining unit, and two (2) managers selected by the Hospital. The purpose of the committee is to make recommendations to the Pharmacy Department concerning changes to the scheduling templates used to schedule Clinical Pharmacists and Pharmacy Technicians within sixty (60) days following the ratification of the Memorandum of Understanding between the parties. The parties agree to pursue the objective of establishing regular schedules for Clinical Pharmacists and Pharmacy Technicians, in the absence of emergencies or changes in the composition of the bargaining unit. The parties further agree that in the event of an emergency or a change in the composition of the bargaining unit necessitates a change for the schedule, the committee will be reconvened to discuss ways of effectuating such changes. Coverage for unit member absences, when a replacement cannot be obtained, shall be distributed equitably among qualified unit members so that the hardship on any individual unit member is minimized. The Hospital agrees to use good faith efforts to obtain replacements to minimize the effects on the regular schedule.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**



Date: 2/22/10

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



Date: February 4, 2010

LETTER OF AGREEMENT
BETWEEN WASHINGTON HOSPITAL
AND THE ENGINEERS AND SCIENTISTS OF CALIFORNIA

Vacancies On Night Shift

The parties of this Letter agree to the following:

During the current situation in the Pharmacy regarding vacancies on the night shift, the parties agree to the following temporary solution:

- A. Night Shift staffing can be covered by 12 hour shifts.
- B. The 12 hour shift option will be voluntary.
- C. The Night Shift differential will apply.
- D. The work schedule will consist of 3 consecutive 12-hour shift worked in one week.
- E. A work day shall be no more than twelve (12) hours within twelve and one-half (12 ½) hours.
- F. Employees who work twelve (12) hour shifts shall be paid at 1.111 times their applicable rate, including differentials, in the Memorandum of Understanding, but shall not be entitled to time and one-half for work over 8 hours per day.
- G. Employees will receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forbes

Date: 2/22/10

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

Shelma S. Abdoun

Date: February 4, 2010

APPENDIX C

LABORATORY

Area I:

Microbiology day shift

Area II:

Hematology day shift

Area III:

Chemistry day shift

Area IV:

Evenings/Nights

LETTER OF AGREEMENT

**BETWEEN WASHINGTON HOSPITAL AND THE
ENGINEERS AND SCIENTISTS OF CALIFORNIA**

Pharmacy Technician Pay Rates

The parties mutually agree to the modifications in wage scales and steps set forth herein to be effective the first full pay period after the Board of Directors acceptance of the Memorandum of Understanding between Washington Hospital and Engineers and Scientists of California IFPTE Local 20, by way of Resolution # 1087.

SECTION B8: COMPENSATION - PHARMACY

A. Pay Rates

Effective the first pay period after February 1, 2009

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Pharmacy Technician	23.57	25.25	26.67	28.10	28.66	29.23	29.81	30.40	30.86

Effective the first pay period after February 1, 2010

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Pharmacy Technician	24.39	26.13	27.60	29.08	29.67	30.25	30.85	31.47	31.94

Effective the first pay period after February 1, 2011

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25
Pharmacy Technician	25.24	27.04	28.57	30.10	30.71	31.31	31.93	32.57	33.06

Advancement to the 2nd year rate (Step 2) shall occur only if the employee has completed 1 year of eligible service in the 1st Year (Step 1) and at least 1,000 hours.
Advancement to the 3rd year rate (Step 3) shall occur only if the employee has completed 1 year of eligible service in the 2nd Year (Step 2) and at least 1,000 hours.
Advancement to the 5th year rate (Step 4) shall occur only if the employee has completed 2 years of eligible service in the 3rd Year (Step 3) and at least 2,000 hours.
Advancement to the 7th year rate (Step 5) shall occur only if the employee has completed 2 years of eligible service in the 5th Year (Step 4) and at least 2,000 hours.
Advancement to the 10th year rate (Step 6) shall occur only if the employee has completed 3 years of eligible service in the 7th Year (Step 5) and at least 3,000 hours.
Advancement to the 15th year rate (Step 7) shall occur only if the employee has completed 5 years of eligible service in the 10th Year (Step 6) and at least 5,000 hours.
Advancement to the 20th year rate (Step 8) shall occur only if the employee has completed 5 years of eligible service in the 15th Year (Step 7) and at least 5,000 hours.
Advancement to the 25th year rate (Step 9) shall occur only if the employee has completed 5 years of eligible service in the 20th Year (Step 8) and at least 5,000 hours.

"Eligible Service" means years of service in the bargaining unit at Washington Hospital.

If hired at a step other than Step 1, future step progression would be as if the employee had reached that higher step through tenure.

Both parties mutually agree to the terms noted above and agree that this side letter agreement is non-precedent setting and will not be used by either the union or the Hospital as a point of reference for any other issues.

**WASHINGTON HOSPITAL
DESIGNATED REPRESENTATIVE:**

Nancy Forber

Date: 3/2/10

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

Shelma D. Dodoon

Date: February 22, 2010

Since employees cannot be expected to follow rules and practices about which they have not been informed, supervisors should ensure that all new staff attend the Hospital's New Employee Orientation without fail and also read the Employee Handbook and any departmental rules that have been established.

II. Employee Evaluation

It is vital that employees be adequately evaluated during their probationary period. In this connection, it is emphasized that probationary evaluations must be completed in every case before the completion of the 90-day period and that such evaluations be forwarded to Personnel Services for review and retention in the permanent Personnel Services file of each employee. It is vitally important that employees whose performance appears to be inadequate are evaluated and that appropriate correction or termination action be completed before the conclusion of the initial 90-day probationary period.

It is expected that diligent use of employee review procedures and informed application of progressively stringent disciplinary steps will reduce the number of employee terminations and will ensure, in those case where termination is necessary, that sufficient documentation is available to objectively justify the Hospital's action to any third party who may have a vested interest in the Hospital's procedures or in employee welfare.

III. Disciplinary Steps

Experience shows that the necessity for immediate termination of an employee in the absence of previous warnings relative to misconduct or inadequate performance is rare. In this connection, the following disciplinary steps are outlined in order to provide a uniform method of employee discipline and to eliminate inadequately justified terminations.

The disciplinary process can begin at a higher level of the employee disciplinary procedure if it is found that the seriousness of the offense warrants such action.

- A. When possible, the employee should be informed in advance that a disciplinary action will take place. This will allow for the employee to arrange representation if desired. Offenses that require immediate suspension need not await the arrival of representation. In the case of a Level II Warning, there is no need for advance notice, as long as the warning is recorded appropriately. (See attached Level II Documented Warning)

B. Checklist for evaluating possible employee disciplinary action:

1. Was the employee aware of the rule or policy he/she was disciplined for violating?
 - a. Was it published or conspicuously posted on premises?
 - b. How long has the rule been in effect?
2. Is the rule violated a reasonable one?
3. Has the rule been consistently enforced in an impartial manner?
 - a. What corrective action was taken prior to disciplinary action?
 - b. If discharge is contemplated, had the employee received a prior formal warning?
 - c. What has been "past practice" for this type of rule violation?
4. Does the penalty meet the test of reasonableness?
 - a. What is the employee's past record?
 - b. Based on the employee's past record and his/her length of service, does the "punishment fit the crime"?
 - c. What actual damage resulted from this violation?
5. Have all the procedural aspects been followed?
 - a. Have due process requirements been followed? Was the employee informed in advance about the disciplinary action, thereby allowing time to arrange representation?
 - b. Do you have adequate documentation of the violation?
 - c. Can you defend the use of corrective action against a possible discrimination charge?

C. Action steps to observe during the disciplinary interview:

1. State the problem and refer to your previous discussions.
2. Ask for any reasons for the lack of change.
3. Describe the disciplinary action you're taking.
4. Outline the specific steps to solve the problem.

D. Progressive Discipline Steps

1. Level I - Counseling

Minor infractions and initial policy violations should normally be handled through a counseling session with the employee. However, higher levels of discipline may be warranted depending on the severity of the violation or infraction. Notes of this counseling session should be kept in case further infractions occur. Department managers and others charged with employee supervision are encouraged to keep an anecdotal notebook, preferably a bound volume, in which notes regarding counseling and disciplinary matters are kept in a chronological basis. Such notebooks are excellent documentation.

Examples of Level I Infractions *:

- Tardiness
- Discourtesy to others
- Being in inappropriate or restricted areas without adequate reason
- Engaging in unsafe activities
- Failure to follow established procedures
- Failure to clock in or out properly
- Exceeding authorized duration of breaks and meal periods
- Violation of the dress code
- Sexual harassment (may be a Level II, III, IV, etc., depending on severity of misconduct)

* The above are only examples and should not be construed as a complete list of Level I infractions.

2. Level II - Documented Warning (see attached Level II Documented Warning Form)

A Level II - Documented Warning should be given for more serious infractions, or when counseling goes unheeded. A proper Level II warning should clearly indicate the conduct that is considered inappropriate. The employee should be given specific information about how to correct the deficiency and should be told that the warning will be placed in the employee's personnel file. Personal problems may sometimes impact an employee's ability to perform their job effectively. If appropriate, the manager may wish to remind the employee of the availability of the Employee Assistance Program. It is incumbent upon the supervisor to record the facts of the Level II warning and to follow up to ensure that the deficiency has been corrected. Managers will give a copy of the Level II warning to the employee and send the original to Personnel Services for inclusion in the employee's personnel file.

Examples of Level II Infractions *:

- Repeated Level I infractions
- Failure to obey department/Hospital policies
- Disrespectful attitude towards supervisors, co-workers, the public
- Smoking in unauthorized areas
- Violation of the confidentiality of patient, medical, management, or personnel information.

* The above are only examples and should not be construed as a complete list of Level II infractions

3. Level III - Documented Warning (see attached Level II Documented Warning Form)

A Level III warning may be occasioned by the failure of an employee to respond to a Level II warning. A Level III warning may also be given in cases where it is felt that the deficiency is of a serious nature. Copies of all Level III Documented Warnings will be given to the employee. The original should be sent to Personnel Services for the employee's personnel file. Again, the Level III warning should clearly delineate the deficiency and the steps the employee should take to correct it.

Examples of Level III Infractions:

- Repeated Level II infractions
- Failure to report to work as scheduled without notification
- Punching another employee's time card, asking or permitting another employee to punch your time card
- Unjust or malicious comments about patients, other employees, or medical/management staff
- Threatening statements made to or about another employee or manager.

* The above are only examples and should not be construed as a complete list of Level III infractions

4. Level IV - Disciplinary Probation (see attached Disciplinary Probation Form)

(This step requires consultation with Administrative leader and the Chief of Human Resources.) This step should normally not be instituted until a Level III warning has been completed. In unusual situations, it may occur at the same time as a Level III warning but in most cases it will occur when it becomes apparent that a Level III warning has not been effective in altering the deficiency. Employees who are on disciplinary probation are not eligible for transfers or promotions. The originals of all disciplinary probation documents will be given to Personnel Services for the employee's personnel file and a copy given to the employee.

Examples of Level IV Infractions*:

- Repeated Level III infractions
- Misuse of Hospital property

* The above are only examples and should not be construed as a complete list of Level IV infractions

5. Level V - Suspension without Pay (see attached Suspension Form)

This is the most serious disciplinary action, short of termination. It may be occasioned by failure to respond to previous disciplinary steps or by serious breaches of conduct or lapses in performance that occur suddenly.

Consultation with the appropriate Administrative leader would precede this step. Most disciplinary suspensions will be for a fixed period of time. Such suspension should be limited to a minimum of one day and a maximum of two

weeks (10 working days); however, in serious cases such as suspected criminal activity or critical breaches of patient-employee relationships, which, if found to be factual, may justify termination, a longer period of investigatory suspension may be necessary. Also, Administrative personnel may not always be immediately available for prior consultation. In such instances, the supervisor has the option of a temporary, indefinite suspension of the employee without pay, allowing the employment relationship to continue while facts are established, but effectively removing the employee from his/her job function. The original of all suspension documents will be given to Personnel Services for the employee's personnel file and a copy given to the employee.

Examples of Level V Infractions:

- Repeated Level IV Infractions
- Striking or fighting with another person on Hospital property
- Theft or willful damage to Hospital or patient property
- Use of or being under the influence of alcohol, drugs or other controlled substances while on duty
- Falsification of employment application for purposes of obtaining employment
- Felony arrest

* The above are only examples and should not be construed as a complete list of Level V infractions

6. Level VI - Termination of Employment (see attached Termination Form)

It is important to remember that termination of employment by the employer is not necessarily a disciplinary action. For example, it may be necessary to terminate an employee when his/her health has deteriorated to the extent that he/she can no longer function in his/her position. Similarly, if an employee does not have the level of skill required for the position, termination may be necessary. In most such cases, termination is merely an acceptance of unavoidable fact and is usually not the result of a disciplinary problem.

Under these circumstances, the Notice of termination of Employment - Other than Willful Misconduct form is completed along with the Termination Recommendation Summary and given to Personnel Services no less than two (2) weeks in advance of the desired termination date.

Where termination results from the failure of an employee to correct work performance or attitudinal deficiencies and where, in the judgment of the supervisor, such failure is willful, termination may be considered as resulting from willful misconduct. Willful misconduct may be defined as "conduct that a reasonable person could understand to be contrary to the best interests of the Hospital and/or in knowing violation of Hospital procedures or rules of conduct".

In these cases, a Notice of Termination of Employment - Willful Misconduct and the Termination Summary is completed and given to Personnel Services no less than 2 weeks prior to the desired termination date.

In any case, however, all terminations should be viewed most seriously. For this reason, all terminations require the advance approval of the Division Chief and the Chief Executive Officer or her designee.

Examples of Level VI Infractions* :

- Repeated Level V infractions
- Insubordination (defined as refusal, in word or deed, to follow the lawful work directions or instructions of an immediate supervisor, department head or other management official of the Hospital)
- Falsification of time records
- Felony conviction
- Job abandonment (presumptive resignation, defined as failure to report for work for a period of three shifts or longer and failure to properly notify supervisor of the reason for not reporting to work)
- Striking or other illegal work stoppage or impediments (slow down, sick out, etc.)

- * The above are only examples and should not be construed as a complete list of Level VI infractions

It is hoped that you will find these procedures helpful in the performance of your supervisory tasks. If, over time, you encounter any problems with them, bring these problems to the attention of your Administrative leader or the Human Resources staff, who can assist you.

NANCY FARBER
Chief Executive Officer

attachments

DATE: _____

RECORD OF LEVEL II - DOCUMENTED WARNING

DEPT: _____ EMPLOYEE: _____

On _____ a Level II Documented Warning was issued to the above-named
(date)
employee regarding:

The employee was advised that his/her conduct and/or performance should be modified as follows:

Chronology and description of prior counseling/disciplinary action(s)

This disciplinary action was discussed with the employee and the employee was advised that unless such changes occur, further disciplinary action may be required.

Signed: _____
(supervisor)

This disciplinary action was discussed with me and a copy issued to me on _____.
(date)

Signed: _____
(employee)

The official Numbered Memorandum ("#d Memo") Binder, located in each department, is the authoritative resource for current #d Memos. This copy is made available on the Washington Hospital Intranet to facilitate word searches & for reference purposes only.

DATE: _____

RECORD OF LEVEL III - DOCUMENTED WARNING

DEPT: _____ EMPLOYEE: _____

You are hereby warned that your conduct/performance should be modified immediately as follows:

This warning is required because of the following circumstances:

Chronology and description of prior counseling/disciplinary action(s)

If immediate appropriate change does not occur, further disciplinary action, including the possibility of termination of employment, may be necessary.

Signed: _____

(supervisor)

Signed: _____

(witness to disciplinary action)

This disciplinary action was discussed with me on _____, and a copy issued to me on _____.
(date) (date)

Signed: _____

(employee)

The official Numbered Memorandum ("#d Memo") Binder, located in each department, is the Memos. This copy is made available on the Washington Hospital Intranet to facilitate word s

DATE: _____

NOTICE OF DISCIPLINARY PROBATION

To: _____ DEPT: _____

You are hereby informed that you are being placed on disciplinary probation for _____ days until _____.
(date)

This action is being taken because:

In order to successfully conclude this probationary period, your performance/conduct should be modified as follows:

Chronology and description of prior counseling/disciplinary action(s)

You will be closely observed during this period. Should the outlined changes not occur, further disciplinary action such as additional extension of probation, suspension without pay or termination of employment, may result.

Signed: _____
(supervisor)

Signed: _____
(witness to disciplinary action)

This disciplinary action was discussed with me on _____, and a copy issued to me on _____.
(date) (date)

Signed: _____
(employee)

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DATE: _____

NOTICE OF DISCIPLINARY SUSPENSION OF EMPLOYMENT WITHOUT PAY

TO: _____ DEPT: _____

You are hereby suspended without pay for _____ and will be
(period)
required to return to work on _____ at _____ due to the
(date) (time)
following circumstances:

Chronology and description of prior counseling/disciplinary action(s)

Upon your return to work, it is expected that such circumstances will not reoccur and that your conduct and performance will become and remain acceptable.

Signed: _____
(supervisor)

Signed: _____
(witness to disciplinary action)

This disciplinary action was discussed with me on _____, and a copy issued to me on _____.
(date) (date)

Signed: _____
(employee)

Washington Township Healthcare District

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TERMINATION RECOMMENDATION SUMMARY

The following information should be considered and included, as appropriate, when submitting a written recommendation for termination to Division Chief, Chief of Human Resources and CEO.

Employee's Name _____ Date of Hire _____ Department _____

Position/Job Class _____ Supervisor _____ Extension _____

Employment History Summary

Positions held while employed at Washington Hospital: _____

Performance Review ratings for employment period (give # ratings in each category:

Exceeds Standards ____ Meets Standards ____ Does Not Meet Standards ____.

If employee did not meet standards, please explain why _____

History/Reason for Termination

Give the chronological history leading to termination recommendation and state specifically the reason for the recommendation:

Alternative Considerations to Termination

If the employee is disabled:

Has Employee Health Services been consulted for ADA accommodation?

Yes ____ No ____ N/A ____

If "No" or "N/A", explain _____

Termination Summary

Page 2

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Has modified work been considered for the employee?

Yes _____ No _____ N/A _____

If "No" or "N/A", explain _____

Has placing the employees in a different job been considered?

Yes _____ No _____ N/A _____

If "No" or "N/A", explain _____

Termination Hearing

Was a termination hearing held with the employee? Yes _____ No _____

If "Yes", was the employee given the documented reasons and the opportunity to express his/her response? Yes _____ No _____. If "No", Why? _____

If not given a Termination Hearing, why? _____

Adverse Impact(s) of Termination Recommendation

(To be completed by Chief of Human Resources)

What adverse impacts might be expected from the employee (legal: complaints to EEOC or CDFEH, violation of ADA or WC-132a, or otherwise: wrongful discharge). Review the attached CHECKLIST for PERSONNEL DECISIONS in answering this question. _____

Supervisor _____

Date _____

Division Chief _____

Date _____

DATE: _____

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**NOTICE OF TERMINATION OF EMPLOYMENT
OTHER THAN WILLFUL MISCONDUCT**

TO: _____ DEPT: _____

Your employment is terminated effective _____.
(date)

This termination results from:

You are advised that this termination is viewed as resulting from circumstances other than willful misconduct on your part.

Signed: _____
(Chief Executive Officer or Authorized Representative)

Copy issued to employee on: _____
(date)

By: _____
(signature)

DATE: _____

**NOTICE OF TERMINATION OF EMPLOYMENT
WILLFUL MISCONDUCT**

TO: _____ DEPT: _____

Your employment is terminated effective _____
(date)

This termination results from:

You are advised that this termination is viewed as resulting from willful misconduct on your part.

Signed: _____
(Chief Executive Officer or Authorized Representative)

Copy issued to employee on: _____
(date)

By: _____
(signature)

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