

**AGREEMENT**

between

**DAMERON HOSPITAL ASSOCIATION**

and

**ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20**

**FOR September 1, 2010 –September 30, 2013**

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AGREEMENT BETWEEN DAMERON HOSPITAL ASSOCIATION AND ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20

FOR 2010-2013

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THIS AGREEMENT is made and entered into by and between DAMERON HOSPITAL ASSOCIATION, a corporation, hereinafter called the "HOSPITAL" and the ESC Local 20, IFPTE hereinafter called the "Union".

## **1.0 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 Agreement 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 Chief Executive Officer (CEO) to manage the HOSPITAL and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, lay off, discharge employees, and sub-contract any and all services subject only to the conditions herein set forth.

## **2.0 RECOGNITION, COVERAGE AND DURATION**

### **2.1 RECOGNITION AND COVERAGE**

**The HOSPITAL recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement whose classifications are Clinical Lab Scientists, Medical Laboratory Technicians and Laboratory Technical Assistants. This Agreement shall not apply to employees presently represented by any other collective bargaining agent recognized by the HOSPITAL.**

For purposes of the Agreement, the Clinical Laboratory Scientists shall be referred to as CLS's; Medical Laboratory Technicians as MLT's and Laboratory Technical Assistants as LTA's.

### **2.2 DURATION OF THE AGREEMENT**

This agreement shall be deemed effective as of the 1<sup>st</sup> day of September 1, 2010 and shall continue in full force and effect through the 30<sup>th</sup> day of September 30, 2013, and shall be renewed every two (2) years thereafter unless opened for amendment or termination on written notice by either party to the other tendered at least ninety (90) days prior to any anniversary date thereafter.

## **3.0 TYPES AND CONDITIONS OF EMPLOYMENT**

### **3.1 DEFINITION OF EMPLOYEE**

This provision is not intended to change the rights and obligations of the parties regarding the typical number of hours scheduled under existing allocation of hours pursuant to an employee's job status. The HOSPITAL will endeavor to maintain stability in the number of hours per week or per pay period and will consider, among other factors, quality of performance, historic scheduling,

seniority, specialized skills, breadth of skills, efficiency and other lawful factors in the event that it seeks to change the number of hours or job status of any employee. This provision does not limit the reserved management rights clause.

When, over a period of twenty-six (26) consecutive weeks, a per diem CLS/MLT/LTA is scheduled and works twenty (20) or more hours each week, the CLS/MLT/LTA may request discussion between the HOSPITAL and the Association to evaluate the need to reclassify the position to regular status. This provision shall not apply to situations where the CLS/MLT/LTA is acting in relief of a Regular CLS/MLT/LTA, where there is a vacancy in a regular position which the HOSPITAL is seeking to fill on a permanent basis, or where the per diem status was granted at the request of the CLS/MLT/LTA.

- A. A temporary CLS/MLT/LTA is one who is hired as an interim replacement for temporary work on any predetermined work schedule, which does not extend beyond ninety days (90) except for temporary CLS/MLT/LTAs filling vacancies created by CLS/MLT/LTAs who may be on a leave of absence.
- B. A CLS/MLT/LTA shall be considered a probationary employee during the first ninety (90) days of employment for full-time and five hundred twenty (520) hours of employment for part-time, per diem and causal.
- C. Full-Time, part-time, and casual CLS/MLT/LTAs shall advance to the next higher tenure step for salary purposes upon completion of two thousand eighty (2080) hours of work, and will thereafter continue to advance to the next higher step for each subsequent two thousand eighty (2080) hours of work completed.
- D. Any regular part-time, per diem or casual CLS/MLT/LTA who becomes a regular full-time employee and does not take in lieu of benefits shall be given tenure seniority and benefit credits for all time worked.
- E. Seniority is defined as the total accumulated (hours worked) length of service as a CLS/MLT/LTA at the HOSPITAL.

#### REGULAR FULL-TIME

A regular full-time Employee is one who is regularly employed to work a predetermined work schedule of forty (40) hours per week or eighty (80) hours per pay period. Regular full-time EMPLOYEES shall accumulate and receive all fringe benefits as provided in this Agreement if EMPLOYEE works forty (40) hours per week on average. Benefits will not accrue above forty (40) hours per week.

A regular full-time EMPLOYEE may elect to waive all fringe benefits and receive a twenty percent (20%) premium in lieu of all benefits. Such waiver is contingent upon the EMPLOYEE signing an approved waiver and providing verification that the EMPLOYEE has, and maintains, adequate health insurance coverage for medical and hospitalization through a source other than Dameron Hospital. The EMPLOYEE may only change to benefited status during the benefit open enrollment period of each year.

#### REGULAR PART-TIME

A regular part-time EMPLOYEE is one who is regularly employed to work a predetermined work schedule of between twenty-four (24) and thirty-two (32) hours per week or forty-eight (48) and sixty-four (64) hours per pay period.

Regular part-time EMPLOYEES shall accrue all fringe benefits as provided in this Agreement on a prorated basis in the same ratio that the Part-Time EMPLOYEE's regular schedule bears to a full-time EMPLOYEE schedule of forty (40) hours per week.

Part-time EMPLOYEES shall have the option of receiving prorated fringe benefits under this Agreement or receiving a twenty percent (20%) differential in lieu of all fringe benefits. The EMPLOYEE may only change to benefited status during the benefit open enrollment period.

In the event the Hospital requests that regular part-time EMPLOYEES take days off without pay, such absent days shall not affect the part-time EMPLOYEE's Classification, and the part-time EMPLOYEE shall continue to receive benefits in the same manner as if the EMPLOYEE had worked the days requested to be absent without pay.

#### PER DIEM

A per diem EMPLOYEE is one who is regularly employed to work a predetermined work schedule of less than sixteen (16) hours per week, or less than thirty-two (32) hours per two week pay period, or who is employed to work on an intermittent basis, or who is hired as an interim replacement, or for temporary work on a predetermined schedule which does not extend beyond three (3) calendar months.

A per diem EMPLOYEE shall be paid the hourly rate applicable to the EMPLOYEE's classification (see wage appendix) , plus twenty percent (20%) in lieu of fringe benefits.

In keeping with current practice, as with all hiring under this Agreement, no EMPLOYEE may transfer or be hired into a per diem position unless the open position is posted in conformity with this Agreement.

#### CASUAL EMPLOYEE

A Casual EMPLOYEE is an EMPLOYEE who is intermittently scheduled and shall work not less than one (1) shift per pay period. A Casual EMPLOYEE shall be paid wages at the same rate as a Regular EMPLOYEE Casual EMPLOYEES may make themselves available for any additional number of work hours. A Casual EMPLOYEE may be scheduled on a temporary predetermined schedule up to full time for a maximum of three (3) months unless the Hospital and Association agree to an extension.

Hospital shall have no obligation to schedule Casual EMPLOYEE for any time whatsoever beyond one (1) shift per pay period.

Hospital shall not be obligated to expend monies or efforts to assist Casual EMPLOYEE to maintain competencies beyond a pro rata expenditure by Hospital of the monies or

efforts associated with maintaining competencies of Full Time EMPLOYEE. In the event that Casual EMPLOYEE fails to thus maintain competencies so as to be able to work in the department in which EMPLOYEE is based, Hospital shall have the right to terminate employment of the Casual EMPLOYEE. Typical competency validation tools, standards and techniques shall be applied to assess and validate the competency of such an EMPLOYEE. Such termination shall not be subject to the Grievance mechanism other than as to the issue of the EMPLOYEE's competencies at the time of the discharge decision.

In keeping with current practice, as with all hiring under this Agreement, no EMPLOYEE may transfer or be hired into a Casual position unless the open position is posted in conformity with this Agreement.

#### **PROBATIONARY**

An EMPLOYEE shall be considered a probationary employee during the first ninety (90) days of employment (520 hours of employment for part-time and per diem EMPLOYEES). During the probationary period, an EMPLOYEE may be dismissed without recourse to the grievance procedure. The probationary period may be extended for any EMPLOYEE up to an additional ninety (90) day period. The additional probationary period will not affect accrual or eligibility for any benefits beyond ninety (90) days of employment.

#### **FRINGE BENEFITS**

For purposes of this Section, fringe benefits are understood to include paid vacation, paid holidays, life and disability insurance, paid jury duty time, paid sick leave, paid educational leave, paid bereavement leave, and health, welfare and retirement coverage. Non-benefited full-time and part-time EMPLOYEES are entitled to the same amount of time off as comparable full-time and part-time EMPLOYEES, but these days off will be taken without pay.

All EMPLOYEES, regardless of employment category, shall receive the applicable shift differentials, differential for relief in higher classification, special service differentials and other differentials provided for in this Agreement.

### **3.2 WAGE RATES**

The parties agree that the wage rates stated in Appendix A will be in effect during the stated term of this agreement and during any subsequent extensions unless one party or the other re-opens negotiations as provided in Section 2.2, above.

### **3.3 MINIMUM SALARY**

The rates stated in this agreement are minimum rates and do not prohibit the HOSPITAL from paying a higher rate of pay to any employee or classification if it chooses to do so.

### **3.4 CLASSIFICATION OF EMPLOYEES**

The parties agree that the Classifications of CLS employees will change upon the effective date of this agreement to the following: "CLS I, CLS II, and CLS III." The number of

employees in each classification, the assignment of employees to any classification and the duties of each classification shall remain the reserved management right of the HOSPITAL as set forth in the Preamble of this Agreement.

**3.5 CREDIT FOR PREVIOUS EXPERIENCE**

CLS/MLT/LTAs hired during the term of this agreement will receive one (1) year tenure credit (2080 hours) for three (3) or more years of previous experience in the last five (5) years and two (2) years tenure credit for six (6) years experience within eight (8) years prior to employment where such experience has been employment as a CLS/MLT/LTA in a full service clinical laboratory in an acute care hospital or commercial laboratory that performs referral testing.

Credit for previous experience shall not be given to a CLS/MLT/LTA who has not worked as a CLS/MLT/LTA for the entire two (2) years immediately prior to the date of employment with the HOSPITAL.

**3.6 WEARING APPAREL**

The existing HOSPITAL policies for wearing apparel shall apply.

**4.0 HOURS & PREMIUMS**

**4.1 YEARS OF SERVICE**

Years of service is defined as two thousand eighty (2080), worked or paid hours including time paid while on a leave of absence. Full-time CLS/MLT/LTAs shall be given credit for years of service based upon their years of service date.

**4.2 HOURS OF WORK**

- A. Except as provided below, the CLS/MLT/LTAs workweek and shift schedules shall be designated by the HOSPITAL and shall be a consecutive period of seven (7) calendar days, Sunday through Saturday. Straight-time hourly rates shall apply up to either a maximum of forty (40) hours per week, eight (8) hours per shift or five (5) days per week. All work in excess of eight (8) hours per shift or five (5) days per week shall be paid for at the rate of one and one-half (1.5) times the basic straight time hourly rate. All work in excess of twelve (12) hours per shift shall be paid for at the rate of two (2) times the basic straight time hourly rate.

However, through mutual agreement of the Director of the Clinical Laboratory and the employee, the employee may be scheduled to work six (6) days in one (1) week of the pay period and less than five (5) days in the other week of the pay period for a total of eighty

(80) hours. Overtime shall be paid for all hours worked in excess of eight (8) hours per day or eighty (80) hours per pay period. For these employees, the HOSPITAL will endeavor whenever possible to schedule at least two (2) or more consecutive days off during the pay period.

The HOSPITAL may allow employees in an appropriate unit to vote to

implement ten (10) or twelve (12) hour shifts as described below. If a majority of the employees in the unit elect such a shift in a secret ballot election, the alternative workweek will be implemented for the unit. The HOSPITAL will use reasonable efforts to find eight-hour positions for incumbent employees who participate in the election but choose not to work the alternative workweek's longer shifts.

In those cases where a ten (10) hour shift has been mutually agreed upon, straight time hourly rates shall apply up to either a maximum of forty (40) hours per week, ten (10) hours per shift, or four (4) days per week. All work in excess of forty (40) hours per week, ten (10) hours per shift or four (4) days per week shall be paid for at the rate of one and one-half (1.5) times the basic straight time hourly rate. All work in excess of twelve (12) hours per shift shall be paid for at the rate of two (2) times the basic straight time hourly rate.

In those cases where a twelve (12) hour shift has been mutually agreed upon, straight time hourly rates shall apply up to either a maximum of forty (40) hours per week, twelve (12) hours per shift, or three (3) days PLUS four (4) hours per week. All work in excess of forty (40) hours per week, twelve (12) hours per shift or three (3) days per week PLUS four (4) hours shall be paid for at the rate of two (2) times the basic straight time hourly rate.

In those cases where an alternative workweek has been elected and agreed between the unit and the HOSPITAL, the HOSPITAL may post positions for the longer shifts consistent with the alternative workweek agreement. For such positions, the employees in the unit may elect to work regularly an additional shift of eight (8) hours in a pay period at straight time rates. All leave and other accruals except health benefits will accrue on the basis of actual hours worked. In conformity with the Summary Plan Descriptions, health benefits will accrue based upon the conditions in the plan; e.g., full time status.

- B. Part-time by seniority and per diem CLSs shall have the option to work those hours that become available after the final posting of work schedules. Casual employees will not be scheduled over thirty-two (32) hours per pay period unless those hours are first declined by part-time and per diem CLSs.
- C. The HOSPITAL shall use its best efforts to post the schedules at least two (2) weeks before the first of the month. The HOSPITAL reserves the right to change the schedule up to two (2) weeks in advance of the days to be worked.
- D. CLS/MLT/LTAs shall receive a fifteen (15) minute break for each four (4) hours of work, which shall be computed as time worked. CLS/MLT/LTAs working five (5) or more continuous hours shall be allowed thirty (30) minutes of non-computed time off for meals. CLS/MLT/LTAs on break or meal periods shall not be interrupted except in cases of emergencies.
- E. Overtime (hours over eight (8) in a day or forty (40) in a week) shall not be

worked unless pre-authorized by the Director of the Clinical Laboratory or designee. Any CLS/MLT/LTA who works overtime without pre-authorization from the Director of the Clinical Laboratory or designee shall be subject to discipline.

- F. Ten (10) or twelve (12) hour shifts shall be established by mutual agreement between the unit and the HOSPITAL and cannot be terminated except by mutual agreement. In the event a ten (10) or twelve (12) hour shift agreement terminates for any reason, neither the HOSPITAL nor any unit shall be obligated to fill the vacated position with another ten (10) or twelve (12) hour shift.
- G. Subject to staff availability, full-time CLSs shall receive every other weekend off, if desired. For part-time CLSs, the HOSPITAL will endeavor, whenever possible, to grant every other weekend off. On those shifts where sufficient staff exists, in the opinion of the HOSPITAL, a more liberal weekend policy may be implemented.
- H. Full-time and part-time MLTs shall be required to work scheduled weekends. For these employees, the HOSPITAL will endeavor, whenever possible, to grant every other weekend off.
- I. A full-time CLS/MLT/LTA who has reached sixty-five (65) years of age and who has more than twenty (20) years of service shall not be required to work more than one (1) weekend shift per monthly schedule unless s/he volunteers for such assignment. This partial exemption from the weekend shift requirement shall not be available to any CLS/MLT/LTA who has any discipline within the preceding year.

#### 4.3 DEFINITION OF TERMS AND SHIFTS

##### Straight Time Rate Of Pay

This term refers to the rate of pay a CLS/MLT/LTA receives for his/her classification and tenure step. It does not include shift differential or the premium in lieu of benefits.

##### Day

Unless expressly stated otherwise, the term "day" shall refer to eight (8) hours for all benefit purposes.

In those cases where a ten (10) hour shift has been mutually agreed upon, a straight shift is defined as a regular day's work of ten (10) hours completed within ten and one-half (10.5) consecutive hours with not more than one-half (.5) hour for lunch.

In those cases where a twelve (12) hour shift has been mutually agreed upon, a straight shift is defined as a regular day's work of twelve (12) hours completed within twelve and one-half (12.5) consecutive hours with not more than one-half (.5) hour for meal period (paid) and a one-half (.5) hour meal period (unpaid). The second meal period (unpaid) can be waived by the employee.

#### 4.4 SHIFT DIFFERENTIAL / POSITIONS / HOURS OF WORK

An EMPLOYEE who works a shift to which a differential applies shall receive the

differential at the hourly rate specified for the Shift Differential in the Wage Appendix. Shift Differentials shall apply according to the following.

**Twelve (12) Hour Positions**

For twelve-hour positions the day shift shall be from seven (7:00) a.m. to seven (7:00) p.m. Conversely, the night shift shall be from seven (7:00) p.m. until seven (7:00) a.m. Notwithstanding any provision of the Agreement to the contrary, twelve-hour shifts shall either be a day shift or a night shift.

EMPLOYEES in a twelve-hour day position shall receive no shift differential. EMPLOYEES in a twelve-hour night position shall receive night shift differential. There shall not be an evening shift for twelve-hour positions and therefore no P.M./evening shift differential shall be paid on any twelve-hour position.

**Ten (10) Hour Positions**

For ten-hour positions the day shift shall be from seven (7:00) a.m. until five (5:00) p.m. The evening/P.M. shift shall be from three (3:00) p.m. until one (1:00) a.m. The night shift shall be from eleven (11:00) p.m. to nine (9:00) a.m.

**Eight (8) Hour Positions**

For eight-hour positions the day shift shall be from seven (7:00) a.m. to three (3:00) p.m. The evening/p.m. shift shall be from three (3:00) a.m. to eleven (11:00) p.m. The night shift shall be from eleven (11:00) p.m. to (7:00) a.m.

**Applicability of Shift Differential**

For any position that does not conform to the above-stated schedule, the applicability of a differential for p.m. or night shifts shall be determined by the majority of the work hours stated in the job posting.

Shift differential is not paid on non-productive time; i.e., vacation, holiday, sick, jury, education, etc.

**4.5 REPORTING PAY**

Any employee scheduled for work and who reports as scheduled and who is not provided with work, shall receive four (4) hours of regular rate of pay.

**4.6 COMBINATION JOBS**

Employees who relieve other employees in a higher pay classification shall be paid the higher rate of pay provided the period of relief is for more than four (4) hours in any one workday. An employee so qualifying for pay in a higher classification shall be paid at the first-year rate or at the immediate step providing for an increase in such classification. The additional pay increase shall be pro-rated on an hourly basis.

**4.7 STAND-BY (ON-CALL)**

In the event that standby is needed, any CLS/MLT/LTA may volunteer for the available hours. If the schedule is not covered by volunteerism, then standby coverage will be assigned in reverse-seniority order among CLS/MLT/LTAs respectively.

Standby scheduling shall be in an increment of two (2) days per episode unless an extension is mutually agreed upon. A pager shall be issued and required to be carried during the hours of standby. Response time after being notified to work is sixty (60) minutes. Standby scheduling shall be posted and shall be worked around scheduled vacations and holidays. Standby assignment trades are allowed with forty-eight (48) hours advance notice in writing to the Director of the Clinical Laboratory on the "Vacation Request/Change In Schedule" form with both of the affected CLS/MLT/LTAs signatures. At the conclusion of the standby assignment, the pager is to be returned and reissued to the next assigned CLS/MLTLTA.

EMPLOYEES "on-call" shall be paid a special rate per hour for all hours while on-call. See wage appendix 1.

On-call pay on any one (1) of the six (6) major holidays will be paid at a special rate. See wage appendix A.

EMPLOYEES called back to work shall be paid at the rate of one and one-half (1.5) times their straight time rate for all hours worked, with a minimum call-back guarantee of two (2) hours if called back to work after leaving the Hospital. The guaranteed minimum period of two hours work shall only apply to the first occurrence of being called back to the Hospital on a given workday.

When an EMPLOYEE works to within six (6) hours of the beginning of his/her regularly scheduled shift, the hospital will use its best efforts to allow the EMPLOYEE to go home early on his/her next regularly scheduled shift.

An EMPLOYEE may use any vested PTO to make up for any lost wages when the EMPLOYEE does not complete his/her next regularly scheduled shift.

#### **4.8 WORK ON DAY OFF**

Any full-time employee required to work on his/her day off by request of the HOSPITAL shall be paid at the rate of time and one-half (1.5) of his/her full time rate or take compensatory time off. It shall be at the choice of the employee. Shift differentials are pro-rated on an hourly basis.

#### **4.9 PAYMENT OF WAGES**

The Hospital shall pay wages bi-weekly. All regular payroll shall be paid by electronic funds transfer to an account with a financial institution designated by the CLS/MLT/LTA. For those CLS/MLT/LTAs who do not have an account with a financial institution into which such an electronic transfer can be accomplished or for which an CLS/MLT/LTA is charged a fee, the hospital shall make available an account with a financial institution into which such an electronic transfer can be accomplished without a fee charged to the CLS/MLT/LTA.

Hospital shall, on the same day as the compensation is paid by electronic funds transfer, mail a statement to CLS/MLT/LTA containing all legally required information regarding

the payment; e.g., gross compensation earned during pay period.

Upon request by the CLS/MLT/LTA to Human Resources, paychecks will be mailed to the CLS/MLT/LTA in lieu of payment by electronic funds transfer.

**4.10 JOB DESCRIPTIONS**

The HOSPITAL shall provide copies of job descriptions on all new and old positions covered by this Agreement. Setting specific duties for each position shall remain the reserved management right of the HOSPITAL as set forth in the Preamble of this Agreement.

**4.11 DISCRIMINATION**

There shall be no discrimination by the Hospital against any employee or applicant for a position as an CLS/MLT/LTA on account of membership in or activity on behalf of the Association or for filing a grievance. Neither the Hospital nor the Association shall discriminate for or against any employee or applicant for employment on account of gender, sexual orientation, religion, race, age, color, national origin, marital status, disability, status as a covered veteran in accordance with applicable federal and state laws, or any other legally protected class.

**4.12 EVALUATION OF PERFORMANCE**

The HOSPITAL shall continue a system of evaluation of performance of the employee. The exact mechanics of the evaluation are to be determined by the HOSPITAL, subject to the paragraph below.

The employee shall receive a copy of the evaluation. If an employee feels dissatisfied with the evaluation, he/she may consult with his/her supervisor and the Director of the Clinical Laboratory to resolve the evaluation.

**4.13 ATYPICAL SHIFTS**

Hospital may, at its discretion, create regular Full-Time, Part-Time, or Per Diem positions with atypical shift lengths (of less than eight (8) hours), shift start times, and/or shift end times. Unless inconsistent with the purpose of this position flexibility provision, the terms and conditions of any such position will otherwise be governed by the provisions of this Agreement. In any such instance and to the extent that the Agreement is silent on a term or condition of any such position, Hospital will comply with State and Federal law applicable to the terms and conditions of position.

**4.14 TRAVEL TIME**

In keeping with current wage and hour law, the Hospital will compensate CLS/MLT/LTAs for business-related, on-duty travel at the minimum wage rate specified under law. Such business related travel shall be limited to actual travel time plus time awaiting a flight at an airport not to exceed two (2) hours. Actual work, including training, that is directed and pre-approved by the hospital and is performed away from the hospital will be compensated at the employee's typical wage rate. All off-site business travel and work must be pre-approved by the hospital. Employees must also secure pre-

approval for any off-site travel or work that may involve a premium wage rate of any kind.

## **5.0 POSITION POSTINGS AND FILLING OF POSITIONS**

### **5.1 EMPLOYEE POSTINGS**

All CLS/MLT/LTA positions under this Agreement, which are permanently vacated or newly created, shall be posted on the HOSPITAL's "Employee Positions" bulletin board for ten (10) calendar days and will continue to list on-line job openings until the open position is filled, eliminated or other circumstances end the recruitment for the position. The HOSPITAL shall provide copies of the job posting to the GROUP representatives at the time it is processed.

CLS/MLT/LTAs shall have the option of providing a written request to be considered for positions when available prior to or during the ten (10) day posting period. Such written request shall be submitted to the Human Resources Department and kept on file until withdrawn by the CLS/MLT/LTA.

The HOSPITAL shall make its best efforts to allow successful candidates to fill vacancies within forty-five (45) days, even if the HOSPITAL cannot fill the position vacated by the candidate. In no event will the successful applicant for a transfer or promotion be retained in the position from which employee will transfer or be promoted for more than sixty (60) days following written notification of selection for the position to which the employee will transfer. Employee shall be notified in writing if he/she is selected within ten (10) days of the last day of the initial posting.

The employee must accept the offered position within five (5) calendar days of the notification of selection or the HOSPITAL may award the position to the applicant next in seniority order, without reposting the position. If the employee accepts the position awarded, the employee cannot later reject the position.

### **5.2 FILLING OF POSITIONS**

In filling any vacancy under this Agreement, between existing employees, seniority shall govern provided that merit, qualifications, skills and ability are equal. The HOSPITAL may employ the person who, in its judgment, will make the best-qualified employee. The HOSPITAL shall be the sole judge of the fitness of any applicant. The HOSPITAL may consider other applicants who are not members of the GROUP when unable to fill the vacancy from within the GROUP.

### **5.3 BIDDING OPPORTUNITIES**

A CLS/MLT/LTA covered by this Agreement who applies for and is awarded a posted position may not apply for another vacancy, except for a change in shift or scheduled hours, within the same classification and department before nine hundred sixty (960) hours unless there is a mutual agreement among the HOSPITAL, the CLS/MLT/LTA

and the Association. If no other CLS/MLT/LTAs apply for such later vacancy within its ten (10) day posting period and the HOSPITAL would otherwise have to go outside to hire, the nine hundred sixty (960) hour bar provided for in this section shall be waived. CLS/MLT/LTAs who would have otherwise been prohibited from bidding upon the vacant position due to the nine hundred sixty (960) hour bar and who are otherwise qualified will then be considered for the position, provided they submitted a bid for the position during the ten (10) day posting period. CLS/MLT/LTAs are encouraged to apply for posted positions for which they are qualified even if such application may be subject to the nine hundred sixty (960) hour bar. If an employee applies after the ten (10) day posting, the application will be considered and processed as if the employee were an applicant from outside the hospital.

#### **5.4 PRECEPTOR**

##### **PRECEPTOR**

A preceptor is a CLS/MLT/LTA selected by the Hospital to be responsible for precepting another Hospital employee in a formally organized training program. The CLS/MLT/LTAs acceptance of preceptorship is voluntary. Precepting will be based on a unit/program-based orientation/precepting packet, which shall include skills checklists and competencies and shall include written objective, measurable and time-limited goals. The Hospital will use reasonable efforts to assign the same CLS/MLT/LTA Preceptor to the same Preceptee for the duration of the training.

CLS/MLT/LTAs assigned by the Hospital to perform as an CLS/MLT/LTA Preceptor shall attend a preceptor training program at the request of the Hospital. The CLS/MLT/LTA Preceptor may also be required to attend special meetings for CLS/MLT/LTA Preceptors. The cost of the training program shall be borne by the Hospital, and the CLS/MLT/LTA shall be paid his/her straight time rate of pay for attending the training and meetings. Time in training and meetings shall not count as time worked for overtime purposes.

The Hospital defines "preceptor work" as voluntary. A CLS/MLT/LTA accepts the responsibility of filling a preceptor role by voluntarily signing a Preceptor Agreement with the CLS/MLT/LTA who will be precepted.

A CLS/MLT/LTA may be assigned by the Hospital to "orient" an CLS/MLT/LTA peer as part of his/her normal assignment. The responsibility to orient peer staff is considered a normal component of the professional CLS/MLT/LTA role and does not constitute "preceptor work" as defined above.

CLS/MLT/LTAs who are assigned to the CLS/MLT/LTA Preceptor role shall receive a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked in the role of CLS/MLT/LTA Preceptor.

**6.0 EMPLOYEE BENEFITS**

**6.1 VACATION**

A regular CLS/MLT/LTA, after being employed by the HOSPITAL for a period of one thousand forty (1040) straight-time hours, shall be entitled to vacation with pay at the rate of forty (40) straight-time hours. A regular CLS/MLT/LTA, after being employed by the HOSPITAL for a period of two thousand eighty (2080) straight-time hours, shall be entitled to vacation with pay at the rate of forty (40) straight-time hours.

All full-time employees shall be entitled to vacation with pay at the rate of eighty (80) straight-time hours for each year up to two (2) years of continuous service. Employees with three (3) and four (4) years of continuous service shall be entitled to vacation with pay at the rate of one-hundred twenty (120) straight time hours.

Employees who have completed five (5) or more years of continuous service shall be entitled to vacation with pay at the rate of one hundred seventy-six (176) straight-time hours.

Whenever possible, days off of an employee shall coincide with vacation scheduling. The HOSPITAL shall maintain existing practices for allowing pro-rated vacations. Employees shall receive vacation pay for which they are eligible prior to commencement of their vacations.

Vacation scheduling shall be done quarterly. Requests for vacation and the approval of vacation shall be made according to the following schedule:

For vacations during:	Provide request by:	Returned by:
June, July, August	April 1st	April 15th
September, October, November	July 1st	July 15th
December, January, February	October 1st	October 15th
March, April, May	January 1st	January 15th

Requests may be turned in earlier and late requests may be considered at the discretion of the Director of the Clinical Laboratory, or designee, and approval will not be unreasonably denied. However, once a vacation is approved, the scheduled vacation request cannot be withdrawn without the approval of the Director of the Clinical Laboratory or designee.

The HOSPITAL will, consistent with staffing requirements, undertake good faith efforts to establish a vacation calendar and timely grant requests for vacation.

Each April, all vacation/holidays (Paid Time Off) accrued in excess of two hundred fifty-six (256) hours shall be paid off.

A CLS/MLT/LTA will receive written notification of his/her option of pay out of any hours over 256 hours or rolling over the amount into a 403b retirement investment account, consistent with IRS regulations. If the CLS/MLT/LTA does not respond to the

written notification and select roll-over to a 403b account, a check will be issued to the CLS/MLT/LTA in the first pay period in October and taxed according to the CLS/MLT/LTAs normal federal/state withholdings, SDI and FICA deductions.

**6.2 SICK LEAVE**

Sick leave with pay shall be accumulated at the rate of eight (8) hours per month (three point six nine two three (3.6923) hours per pay period) of full-time employment, cumulative from year to year. Effective August 12, 2002, accrued sick leave will be capped at nine hundred sixty (960) hours. CLS/MLT with more than nine hundred sixty (960) hours will be allowed to use all accrued sick leave and to convert annual accruals to cash as described below without regard to the cap but will not accrue additional sick leave until the accrual is below nine hundred sixty (960) hours and will then be subject to the cap.

A regular part-time employee shall be entitled to such leave benefits prorated on the basis of continuing employment for sixteen (16) or more hours a week.

If requested, verification of illness/injury for a medical leave of absence or an illness of more than three (3) days shall be made by a Physician or a Dentist.

Sick leave pay or vacation pay may be integrated with State Disability Insurance or Workers' Compensation benefits in order to provide the employee with a full paycheck. This integration is at the option of the employee.

An employee may use sick leave consistent with California state law to care for ill or injured family members.

On the last pay period in December of each year, a portion of the benefited Employee's unused sick leave from the prior twelve (12) months (December 1 through November 30) may be converted to cash. For a full time Employee who uses no sick leave or uses sick leave for only one (1) shift, fifty-six (56) hours of sick leave accrued in the prior twelve (12) months will be retained as accrued sick leave. For a full time Employee who uses no sick leave or uses sick leave for only one (1) shift, the remaining balance of the hours accrued in the prior twelve (12) months, up to forty (40) hours, may be converted to cash. A part-time benefited Employee who uses no sick leave or uses sick leave for only one (1) shift, and an Employee who becomes a full-time benefited Employee during the year and who uses no sick leave or uses sick leave for only one (1) shift, may receive the cash conversion on a prorated basis. If the Employee does not want her sick leave to be converted to cash, the Employee must notify the Human Resources Director by December 1<sup>st</sup>.

Sick Hours Accrued Year	Hours Each	Sick Days Used in Year	Maximum Hours Converted to Cash	to	Minimum Sick Leave Hours Balance
96		0	40		56
		1	32		56

Per Diem and Casual Employees shall not be entitled to Hospital-paid Sick Leave under any circumstances.

Employees who cannot report for work shall notify the department head or supervisor no later than two (2) hours before the commencement of the scheduled work shift.

### 6.3 BEREAVEMENT

A full-time and part-time CLS/MLT/LTA shall be granted twenty-four (24) hours paid leave without loss of any benefits on account of death of any member of the employee's immediate family, i.e., spouse, child, sibling, mother, father, mother-in-law, father-in-law, grandparent or grandchild, persons to whom the CLS/MLT/LTA stands in *loco parentis*, or registered domestic partner.

A full-time and part-time CLS/MLT/LTA shall be entitled to sixteen (16) additional hours leave without pay to attend a funeral out of state for any of the above-listed family members. A CLS/MLT/LTA shall be entitled to forty (40) additional hours leave without pay to attend a funeral in another country for one of the persons listed above.

For purposes of paycheck continuation, a CLS/MLT/LTA can use previously accrued P.T.O. to replace earnings for the forms of unpaid bereavement leave described above.

All bereavement leave must be taken within a reasonable period following the date of death of the immediate family member.

Any CLS/MLT/LTA applying for or taking bereavement leave may be asked to provide evidence of the death of such person, status as an immediate family member and date of death.

### 6.4 HEALTH SERVICE PLANS

The Hospital shall provide the option of enrolling in one of the offered plans. At present these options are the Dameron Preferred, Dameron Standard and the Kaiser plan, single and family coverage. The Dameron Standard, a plan that will offer family coverage at no premium cost to CLS/MLTs, will be effective January 1, 2003. A summary description of Dameron Standard will be available for the open enrollment period and will be part of this Agreement.

#### a. Dameron Preferred

##### 1. Payment of Premiums

The Hospital shall pay the full premiums for each eligible full-time or part-time CLS/MLT/LTA. Eligible CLS/MLT/LTAs shall contribute for coverage for one (1) dependent and for family coverage in the amounts set forth in Appendix A for the year of ratification. For premiums in subsequent years, CLS/MLT/LTA should consult Human Resources. For part-time CLS/MLT/LTAs who have elected benefits in lieu of the twenty percent (20%) differential, the Hospital shall pay a prorated share of the premium for the

CLS/MLT/LTA, spouse and dependent(s) coverage. Effective January 1 of each year of the contract, the contribution to premium paid by CLS/MLT/LTAs shall increase by the amount of the increase in the CPI-Med for the United States, with a maximum annual increase of five percent (5%).

2. Coverage

The Dameron plan shall include all aspects described in the Dameron Hospital Association, Health Benefits Plan, Plan Document/Summary Plan Description.

3. Deductibles

The deductibles shall be two hundred fifty dollars (\$250) per individual or five hundred dollars (\$500) per family. After an CLS/MLT/LTA is out of pocket for covered medical expenses, six hundred dollars (\$600) per individual and one thousand five hundred dollars (\$1,500) per family, in covered expenses which were paid at eighty percent (80%) plus the calendar year deductible, covered expenses subsequently incurred in the calendar year will be paid at one hundred percent (100%) for all covered expenses except for benefits for mental or nervous conditions, chemical dependency conditions or other benefits paid at the 50% level or those reduced due to non-compliance, as set forth in the SPD.

4. Pre-Certification

Pre-certification is required for all surgery and continued stay review or benefits are reduced by fifty percent (50%). Emergency surgery or hospitalization requires notification within forty-eight (48) hours.

5. Hospitalization Charges

Once the deductible is met, charges for covered medical services received at Dameron, excluding prescriptions, shall be paid at one hundred percent (100%). Prescriptions shall be paid at eighty percent (80%). In the event of an emergency or in the event that required services are unavailable at Dameron or a contracted Hospital, covered charges shall be paid at eighty percent (80%) until the deductible and out-of-pocket expenses have been met, with one hundred percent (100%) payment of covered charges thereafter. In the event an CLS/MLT/LTA chooses a hospital other than Dameron, or a hospital contracted by Dameron to provide services not offered by Dameron, for non-emergency services or for services available at Dameron, covered charges shall be paid at fifty percent (50%), and the fifty percent (50%) shall be applied to all expenses.

6. Use of Providers Contracted by Dameron to Provide Services Not Offered at Dameron

Covered charges of health providers on these lists shall be paid at eighty percent (80%) of the contracted fee.

In the event the CLS/MLT/LTA chooses a provider who is not on the lists, charges shall be covered at fifty percent (50%) of the usual, customary and reasonable (UCR) fee.

7. Maternity  
Maternity shall be covered the same as all other illnesses.
  
8. Outpatient Prescriptions  
The Hospital will implement a system to fill initial outpatient prescriptions under the Dameron Plan at eighty percent (80%) of the cost of the covered prescription when filled at other pharmacies during hours that the Dameron (Linacia) pharmacy is not open. Refills will not be subject to this provision.  
  
Prescriptions shall be paid at eighty percent (80%) when filled at Linacia Pharmacy and paid at fifty percent (50%) when filled elsewhere, except in emergency conditions.
  
9. Routine Physical Exams  
Routine physical examinations for covered individuals, including mammograms, and pap smears will be covered benefits as follows: once every four (4) years for under age forty (40); once every two (2) years for age forty (40) through fifty-four (54); and every year for fifty-five (55) years of age or older.
  
10. Well Baby Care  
Well baby care shall be covered until age five (5) with a lifetime cap of one thousand dollars (\$1,000) for each child covered by the plan.

b. Dameron Standard

The rights and responsibilities of the parties under this plan are described in the Plan Document and supersede the descriptions provided below in the case of inconsistency. Among the differences between Dameron Preferred and Dameron Standard are the following:

1. Deductibles: Three hundred fifty dollars (\$350) per individual or seven hundred fifty dollars (\$750) per family.
  
2. Out of Pocket "Maximum": After CLS/MLT/LTA is out of pocket in any calendar year for covered medical expenses in the amounts of one thousand five hundred dollars (\$1,500) per individual or four thousand five hundred dollars (\$4,500) per family for covered medical expenses which were paid at eighty per cent (80%) plus the calendar year deductible, covered medical expenses subsequently incurred in the calendar year will be paid at one hundred percent (100%) except for benefits for mental or nervous conditions, chemical dependency conditions or other benefits paid at the fifty per cent (50%) level or those reduced due to non-compliance as set forth in the S.P.D.
  
3. Prescription Coverage: Once the deductible is met charges for covered prescriptions shall be paid at sixty percent (60%) when filled at Linacia Pharmacy and paid at fifty percent (50%) when filled elsewhere, except in emergency situations.

4. CLS/MLT/LTA pays no premium for self or covered dependents.
- c. Kaiser Option  
The Hospital shall offer CLS/MLT/LTAs the option of single or family coverage in the Kaiser plan, in lieu of enrollment in the Dameron self-insured plan.

Information regarding this option shall be made available to CLS/MLT/LTAs, upon request, by the Hospital Personnel Department. Information provided shall include, but not necessarily be limited to, coverage, co-payments, premium costs, choice of hospitals and physicians.

If the CLS/MLT/LTA elects "single" coverage, the Hospital shall contribute one hundred dollars (\$100.00) to payment of the premium amount. If the CLS/MLT/LTA elects "family" coverage, the Hospital shall contribute two hundred twenty-five dollars (\$225.00) to payment of the "family" premium.

CLS/MLT/LTAs shall be given the option of changing insurance plans once a year in April.

CLS/MLT/LTAs who elect the Kaiser plan shall continue to be covered under the Dental Plan and Optical Plan, referred to elsewhere in the contract.

#### DENTAL

The Hospital shall provide a Dental Plan to all CLS/MLT/LTAs covered by this Agreement and shall pay the full cost of employee, spouse and dependent coverage for all full-time CLS/MLT/LTAs.

The dental coverage will be three thousand dollars (\$3,000) per year per individual. Orthodontics coverage of three thousand dollars (\$3,000) per individual per life will be provided.

#### OPTICAL

The Hospital shall provide an Optical Plan to all CLS/MLT/LTAs covered by this Agreement and shall pay the full cost of employee, spouse and dependent coverage for all full-time CLS/MLT/LTAs.

#### LIFE INSURANCE

The HOSPITAL shall also provide a life insurance policy of five thousand dollars (\$5,000) for each employee hereunder. Each employee can purchase at the price charged to the HOSPITAL, additional life insurance benefits for which the employee qualifies.

#### PRE-TAX CONTRIBUTION PLANS

The HOSPITAL will continue to make available to all employees pre-tax contribution plans for health care coverage premiums, childcare, non-covered health expenses and retirement plan contributions, in accordance with the Internal Revenue Code sections so long as such plans are permitted under law.

The HOSPITAL will not charge an administrative fee for having deductions made on a pre-tax basis. Employees participating in this program may request withdrawals from these funds and checks will be produced on a regular basis in conformity with the terms of the plans.

#### **6.5 MANDATED LEAVES OF ABSENCE**

Dameron Hospital Association will comply with all federal and state laws on mandatory leaves of absence.

If any CLS/MLT/LTA feels s/he has been denied a Leave without sufficient reason, the Association may appeal such action under the grievance procedure.

An employee who requires information on statutory leaves of absence may obtain such information from the Human Resources Department and/or the Employee Handbook.

A list of governmental website addresses which contain information on statutory leaves of absence will be attached hereto in the form of an appendix.

#### **6.6 JURY DUTY**

When a summons is received, the CLS/MLT/LTA must notify the Director of the Clinical Laboratory as soon as reasonable after receiving notice to report (normally within twenty-four (24) hours). A CLS/MLT/LTA called for jury duty shall receive the difference between normal wages and jury duty pay. As a condition to receiving jury duty pay, the CLS/MLT/LTA

must produce a receipt from the Jury Commissioner that the CLS/MLT/LTA has been called or served. The maximum amount of paid time off for jury duty shall be eighty (80) hours per year.

#### **6.7 UNEMPLOYMENT AND DISABILITY**

CLS/MLT/LTAs subject to this Agreement shall be covered by Unemployment and Disability Compensation as provided in the Unemployment Insurance Code.

#### **6.8 HOLIDAYS**

Regular full-time EMPLOYEES shall accrue eighty (80) hours, each year for Holidays at the rate of 3.0769 hours each pay period added to the EMPLOYEES vacation accrual. Holiday accrual may be used in accordance with Section 6.1 Vacations. Regular part-time EMPLOYEES shall accrue such Holiday time pro-rata.

An EMPLOYEE required to work one (1) of the following holidays shall receive payment for that holiday at one and one-half (1.5) times the EMPLOYEES' straight time rate of pay for that day:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

A holiday premium (from the above list) for a night shift employee shall be paid for that shift if the majority of hours worked are within the twenty-four (24) hours that constitute the holiday. Only one work day for each holiday shall be paid at premium rate.

### COUPLING OF MAJOR HOLIDAYS

EMPLOYEES shall be assigned either to Holiday Pattern "A" or "B." In each even numbered year the Hospital shall not unilaterally schedule an EMPLOYEE included in Holiday Pattern "A" to work the holidays listed below that heading. In each even numbered year the Hospital shall not unilaterally schedule an EMPLOYEE included in Holiday Pattern "B" to work the holidays listed below that heading.

#### Pattern "A"

Even years off Independence Day Thanksgiving Day	Even years on New Years Day Christmas Day  Memorial Day Labor Day	Odd years on Independence Day Thanksgiving Day	Odd years off New Years Day Christmas Day  Memorial Day Labor Day
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#### Pattern "B"

Even years off New Years Day Christmas Day  Memorial Day Labor Day	Even years on Independence Day Thanksgiving Day	Odd years on New Years Day Christmas Day  Memorial Day Labor Day	Odd years off Independence Day Thanksgiving Day
--	---	--	---

EMPLOYEES' holidays shall alternate annually between those grouped under Pattern A and those grouped under Pattern B.

For purposes of the initial assignment of currently employed EMPLOYEES to one of the Patterns, each EMPLOYEE in a unit shall choose the Pattern in which she shall be included. The selection will be made in seniority order by Classification in the unit with the most senior EMPLOYEE of the highest classification choosing first. Each incumbent EMPLOYEE as of June 1, 2007 shall complete the selection of one (1) of the Patterns by July 1, 2007. After that date Hospital shall assign each EMPLOYEE who has not made the selection.

For purposes of posting open positions, the Hospital shall designate the open position as either one that will have holidays in Pattern A or Pattern B. The designation will be made part of the position posting. The designation shall be based upon scheduling and staffing needs as assessed by the Hospital. For purposes of assigning a newly-hired EMPLOYEE to one of the Patterns, the assignment shall be as represented on the position posting.

The Hospital may change the Holiday Pattern of an EMPLOYEE each time that EMPLOYEE transfers to a different shift or unit if, in the discretion of the Hospital, such change is necessary to meet the expertise, scheduling or staffing needs on the new shift or in the new unit.

The Holiday procedure described above shall commence effective January 1, 2008.

## **6.9 RETIREMENT**

The Hospital shall contribute into a Tax Deferred Annuity Account for each eligible Employee according to the provisions of the Plan. As of the first full pay period after September 1, 2010 the hospital shall match, dollar for dollar the employee's contribution to the Tax Deferred Annuity Account to a joint maximum of six percent (6%) of the Employee's straight-time wages up to a cap of two-thousand eighty (2080) hours during the Plan year. Eligibility to participate in the Plan is defined in the Plan documents and includes Regular Full-Time and Regular Part-Time Employees who meet the hours minimums and otherwise qualify for participation.

The Hospital shall publish a Plan and summary Plan description. Such Plan documents shall define the rights and obligations of Hospital and Employee. Such Plan documents shall control the Retirement Plan and all benefits there under in the event of any inconsistency between this Agreement and the Plan.

### **HOSPITAL CONTRIBUTIONS/VESTING**

The Hospital contribution to the Tax Deferred Annuity Account benefit shall initially vest upon attainment of eligibility as defined above. Upon attainment of eligibility and vesting, Hospital shall make its matching contribution to the Employee's Tax Deferred Annuity Account monthly thereafter based on the Employee's straight-time wages up to a cap of two-thousand eighty (2080) hours.

For employees hired more than two years before September 1, 2010, such employees vested in the Tax Deferred Annuity Account will not be affected by the new vesting provisions effective in the 2010-2012 Contract.

For employees hired between September 1, 2008 and September 1, 2010, such employees shall vest in the Tax Deferred Annuity Account in conformity with the terms of the Tax Deferred Annuity Account in effect as of the employee's date of hire; e.g., retroactive vesting of Hospital contribution upon satisfaction of conditions set for in 2007-2010 Agreement.

For employees hired after September 1, 2010, Hospital shall not be obligated to contribute to such employee's Tax Deferred Annuity Account until such employee shall complete two full years of service at Hospital.

### **OPTIONAL EMPLOYEE CONTRIBUTIONS**

All employees eligible to participate in a Tax Deferred Annuity Account, whether or not eligible for Hospital contributions, shall be permitted to make voluntary contributions to their Tax Deferred Annuity Account.

The Hospital shall establish a payroll deduction plan under which a fixed voluntary contribution may be made. Employees shall be given an opportunity only once a year to designate the fixed amount of such payroll deductions.

### **RETIREMENT OPTION (Exclusively For Benefitted Employees Who Meet Criteria)**

After twenty (20) years of employment (at least five of which must be continuous benefitted service immediately preceding the date of retirement) by the Hospital and after reaching the age of sixty-five (65), a benefitted employee shall have the option to convert fifty percent (50%) of any unused Sick Leave accruals (to a maximum of 960 hours) to their current cash value and will be placed in the Tax Deferred Annuity Account in accordance with the plan provisions in Section 6.9 of this Agreement.

After twenty (20) years of employment (at least five of which must be continuous benefitted service immediately preceding the date of retirement) by the Hospital and after reaching the age of fifty-five (55) but not yet having reached the age of sixty-five (65), a benefitted employee shall have the option to convert a percentage of any unused Sick Leave accruals (to a maximum of less than 960 hours) to their current cash value and will be placed in the Tax Deferred Annuity Account in accordance with the plan provisions in Section 6.9 of this Agreement. The percentage of any unused Sick Leave accruals that may be converted and contributed to Tax Deferred Annuity Account shall be less than calculated as follows:

1. As of time of election, determine number of years until employee reaches age sixty-five (65);
2. Multiply that number by five percent (5%);
3. Deduct that percentage from fifty percent (50%) of any unused Sick Leave accruals (to a maximum of 960 hours); and
4. This percentage of any unused Sick Leave accruals (to a maximum of 960 hours) shall then be converted to cash value and deposited into Tax Deferred Annuity Account of employee making the election.

For example, if a employee were sixty-one years and four months of age at time of election, had continuously worked the preceding five years in a benefitted position, had 22 years of service at the hospital and had 960 hours of unused Sick Leave accruals, the number of hours to be converted and contributed, using the formula set forth above, would be calculated as follows:

1. Four years until sixty-five years of age;
2. Four times five percent = 20%
3. 50% minus 20% (of whole amount of unused Sick Leave accruals) = 30%
4. 30% of 960 hours = 288 hours to be converted and contributed to Tax Deferred Annuity Account.

#### **“HOLD HARMLESS” CLAUSE**

The Employees hold the Hospital harmless because of such contributions and it is understood that the Hospital has no trustee or administrative responsibilities by the making of such contributions, and that the Hospital assumes no financial obligations, responsibilities or liabilities connected with the retirement program.

#### **6.10 MEETINGS**

An employee required by this HOSPITAL to attend a meeting shall be paid for the hours attended by him/her at his/her regular rate of pay. If the required meeting is held at a time when this causes the employee time in excess of forty (40) hours per week or in excess of eight (8) hours per day, he/she shall be compensated at time and one-half (1.5).

## 6.11 EDUCATION

### A. In-Service Education

The HOSPITAL agrees to maintain an effective in-service training and educational program for all personnel covered by this Agreement.

### B. Educational Leave Accrual

Regular CLS/MLT/LTAs shall be entitled to sixteen (16) hours of paid educational leave following each year of service to attend courses, institutes, workshops or classes pertaining to medical laboratory services provided by the HOSPITAL. CLS/MLTs may also use these days to take examinations for medical laboratory professional certification or licensure. Educational leave may be accumulated up to forty (40) hours. Part-time CLS/MLT/LTAs not receiving twenty percent (20%) in lieu of benefits shall receive prorated hours based on worked hours. LTA's shall be entitled to educational leave to attend courses, institutes, workshops or classes related to becoming an accredited MLT or CLS.

Hospital can direct content of classes up to 50% of vested educational leave time under the following circumstances:

For any CLS/MLT/LTA employed in a department in which there is a change in practice prompted by changes in evidence-based standard of care, regulation, sentinel event alerts, or other regulatory mandates.

### C. Request for and Approval of Educational Leave

1. Requests for educational leave shall be made in writing to the Director of the Clinical Laboratory using the "Paid Time Off" form. Descriptive brochures regarding the educational event shall accompany the request and must contain the accrediting agency's California registration number.

2. At least six (6) continuing education hours must be in programs relating to the CLS/MLT/LTAs current laboratory duties and responsibilities.

3. CLS/MLT will be paid for up to eight (8) hours from accrued educational leave upon the certified completion of home study/correspondence courses accredited by the California Department of Public Health in each twelve (12) month period.

4. Approval of educational leave shall be made by the Director of the Clinical Laboratory for California-approved courses only and such approval will not be unreasonably denied.

5. Requests shall be submitted prior to the monthly posting of work schedules.

6. Requests shall be considered according to the date of receipt.

### D. Payment of Education Time

1. CLS/MLT/LTAs shall have the option to convert any or all earned accumulated educational leave to pay for tuition reimbursement purposes, licenses and certificates.

2. To qualify for reimbursement, the CLS/MLTs must present a receipt for tuition expenses, or a copy of the license or certificate. Home study/correspondence courses that are California-approved shall be reimbursed for tuition costs only.
  3. To qualify for educational leave reimbursement, the CLS/MLT/LTAs must present a certificate of attendance.
- E. Educational leave hours shall not count as hours worked for the purpose of calculating overtime payment.

## **7.0 SENIORITY - LAYOFFS AND RECALLS**

### **7.1 SENIORITY**

In the event the HOSPITAL has to reduce its staff for any reason, either temporarily or permanently, such layoff of CLS/MLT/LTAs is to be done by means of seniority. This means that where the competency and ability of CLS/MLT/LTAs is equal, accumulated length of service employed as a CLS/MLT/LTA at the HOSPITAL shall be the controlling consideration in reducing the force.

The HOSPITAL agrees to provide an updated current seniority list once each year during the first week of January to the GROUP representative(s). This list may be posted at the discretion of the GROUP.

In the event that the HOSPITAL increases its staff, or has need to hire new CLS/MLT/LTAs, or re-establishes a previously abolished position, the HOSPITAL agrees to recall its CLS/MLT/LTAs in the order of their seniority, the ones laid off last being recalled first, and the ones laid off first being recalled last. If a position that has been abolished has been re-established, the person(s) who formerly held those positions shall first be offered those positions in the order of their seniority.

In the event of a layoff, the HOSPITAL agrees to offer the CLS/MLT/LTA who is to be laid off, any position in this Agreement, which he/she is qualified to fill, on the basis of seniority. That person who is displaced as a result of the election of the laid-off CLS/MLT/LTA shall similarly be offered any position in this Agreement which he/she is qualified to fill, on the basis of seniority; thus resulting in the person with the least seniority being ultimately laid off if all the senior CLS/MLT/LTAs elect to exercise their rights to a job. A CLS/MLT/LTA who elects to be laid off rather than accept another job shall not lose his/her seniority rights by said lay-off, and shall have the right to any future vacancy on the basis of place in seniority.

In the event of a recall, the HOSPITAL agrees to send the CLS/MLT/LTA a registered letter informing him/her of said vacancy. If the CLS/MLT/LTA fails to appear at the HOSPITAL or contact the Administration within five (5) days, absent exigent circumstances, said CLS/MLT/LTA shall lose his/her seniority. The HOSPITAL shall have the right to send said registered letters to the first five (5) CLS/MLT/LTAs in the order of seniority, but shall be obligated to follow seniority strictly in returning to a job.

No job category shall be abolished without prior consultation with the GROUP. In the event that the Administration reasonably concludes that a category of CLS/MLT/LTA is no longer necessary, said CLS/MLT/LTAs are to be terminated on the basis of seniority.

In the event the HOSPITAL requests that CLS/MLT/LTAs take days off without pay, such absent days shall not affect the CLS/MLT/LTAs classification, and the CLS/MLT/LTAs shall continue to receive benefits in the same manner as if he/she had worked the days he/she was requested to be absent without pay.

In the case of lay-off, the HOSPITAL shall give the CLS/MLT/LTA two (2) calendar weeks notice or two (2) weeks pay in lieu of notice will be paid.

Neither the foregoing provisions nor any other provisions of this collective bargaining agreement limit the HOSPITAL's exercise of the reserved management rights to reorganize the Laboratory during the current term including, but not limited to, the elimination of former classifications, the creation of new job classifications, the modification of duties, including but not limited to supervisor tasks, the acquisition of equipment, the adoption of new or different procedures, and the determination of the optimum number of full time employees among the staff in each category.

## **7.2 PROGRESSIVE DISCIPLINE**

When an employee fails to meet performance expectations, violates a rule or interrupts the orderly and efficient operation of the HOSPITAL, the employee will be disciplined. In most cases of rules violations when the performance deficiency does not jeopardize safety or threaten other critical interests of the HOSPITAL, disciplinary action will be progressive and will attempt to improve employee performance or behavior. Certain violations or performance problems will require prompt response, up to and including discharge, without having tried less punitive measures.

The foregoing notwithstanding, failure to meet the qualifications for CLS II by the anniversary of the CLSs hire will result in immediate discharge.

## **7.3 CAUSE FOR TERMINATION**

A CLS/MLT/LTA may not be discharged without just and reasonable cause. The HOSPITAL shall give to any discharged CLS/MLT/LTA a written summary of the reason for discharge. Any CLS/MLT/LTA aggrieved by the discharge shall have full recourse to the grievance procedure contained herein.

A CLS/MLT/LTA shall give written notice at least two (2) weeks prior to termination. When terminated by the employer, the same two (2) weeks notice shall be given, or two (2) weeks salary in lieu of notice unless discharged for just cause due to gross misconduct or as a result of progressive discipline.

## **7.4 LOW WORKLOAD DAY**

Determination of low workload day shall be made by the Director of the Clinical Laboratory or designee. After consideration of all sections' staffing and available

tasks/duties, if it is determined to be a low workload day, the following procedure shall be followed:

- A. CLS/MLT/LTAs will first be given an opportunity to volunteer to take the remainder of the shift off. If there are two (2) or more volunteers, the one with the most seniority will be excused, if it cannot be amicably worked out between the volunteers.
- B. If there are no CLS/MLT/LTA volunteers to take the remainder of the shift off, the low workload day will be assigned based on rotation among the CLS/MLT/LTAs starting with the least senior person working that shift.
- C. Any CLS/MLT/LTA who volunteers or is assigned to leave on a low workload day may use unpaid time with no loss of benefits or accrued vacation time to equal a full shift's pay. One (1) hour increments of vacation time may be used to cover unpaid time due to a low workload day.

## **8.0 GRIEVANCE PROCEDURE**

### **8.1 GRIEVANCE PROCEDURE**

- A. A grievance is any matter involving the interpretation or application of the provisions of this Agreement. All such grievances, as well as any dissatisfaction arising from the employment relationship, shall be subject to the grievance procedure.

#### **When a CLS/MLT/LTA is aggrieved:**

1. The CLS/MLT/LTA shall discuss the matter with his/her immediate supervisor or Department Director. If the matter is not resolved as a result of this discussion within seven (7) days it may be taken to the next step. At this level the aggrieved CLS/MLT/LTA may be accompanied by a GROUP representative. If a solution is not reached as a result of this discussion, it may be taken to the next step.
2. The grievance shall be reduced to writing within fourteen (14) days from the discussion with the Supervisor/Department Director by the aggrieved CLS/MLT/LTA and submitted to the Director of Human Resources. The Director of Human Resources, the Group Representative and the aggrieved employee shall meet to attempt to resolve the grievance within fourteen (14) days of receipt of the written grievance.

If the grievance is not resolved within seven (7) days following the meeting with the Director of Human Resources the grievance may be taken to the next step.

3. The Director of Human Resources, the Chief Operating Officer or designee, the Group Representative and the aggrieved employee shall

meet to attempt to resolve the grievance within fourteen (14) days following the decision of the Director of Human Resources. If the grievance is not resolved within seven (7) days following the meeting with the Chief Operating Officer or designee the grievance may be taken to the next step (4) The GROUP may appeal the matter to impartial arbitration within seven (7) days following the decision by the Chief Operating Officer or designee. The arbitrator shall be selected within seven (7) days following the appeal to impartial arbitration by obtaining from the California Conciliation Service or developed by the parties a list of five (5) qualified arbitrators. The parties shall alternately strike names from the list until one (1) remains. The decision of the arbitrator shall be final and binding on the parties. The cost of the arbitration shall be jointly shared by the parties.

- B. CLS/MLT/LTA compensation during arbitration: Any CLS/MLT/LTA under this Agreement who is terminated or discharged by the HOSPITAL for cause or whose job or position is eliminated, shall not be entitled to any pay, wages or compensation, and pertinent benefits, except as a part of an arbitration award, during any period from the date of his/her termination by the HOSPITAL, while grievance procedures are in progress, even though the CLS/MLT/LTA may subsequently be reinstated voluntarily or otherwise by the HOSPITAL.

## **9.0 DISASTER CLAUSE**

If there should occur any major public catastrophe (such as earthquake, bombing attack on the city or other similar event), as a result of which the HOSPITAL is required to render unusual services, the GROUP agrees to follow the provisions outlined in the Emergency Preparedness Manual.

## **10.0 NO STRIKE OR LOCKOUT**

There shall be no strike, shutdown or other stoppage of work by the GROUP and/or lockout by the HOSPITAL during the life of this Agreement.

## **11.0 SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provision to any person or circumstances be ruled contrary to law by any federal or state court, or duly authorized agency, the remainder of this contract shall not be affected thereby.

## **12.0 UNION SECURITY**

### **12.1 Required Membership**

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good

standing, subject to Federal law and as further defined below in Section B. Compliance is required by the 31st day after employment or the 31<sup>st</sup> day after the date of this Agreement, whichever is later. Any employee, who at the time of entry into this Agreement had the option to defer membership or maintain membership on an annual basis, shall retain such rights.

#### 12.2 Employees Employed as of the Effective Date

Employees who are employed on or before the ratification of this Agreement shall be required, as a condition of continued employment, within thirty-one (31) days after the effective date to do one of the following:

1. Join and maintain membership in the Union;
2. Choose not to join the Union, but, pay to the Union a monthly service charge equivalent to his/her share of the costs incurred by the Union related to collective bargaining, contract administration and grievance adjustment;
3. For reasons of personal belief, choose not to join the Union, but, pay a monthly sum equivalent to Union dues to a bona fide charity of the employee's choice exempt from taxation under Section 501(c) of the Internal Revenue Code. Employees who choose to make payments to a charitable fund shall be required to verify to the Union that such payments have been made.

#### 12.3 Bargaining Unit Information

The Employer shall supply a list of all employees covered by the Agreement by name, address, FTE status, classification, cost center, wage rate, shift and date of hire to the Union no later than thirty-one (31) days after ratification of the Agreement.

Thereafter, the Employer shall supply monthly the above information regarding employees hired, transferred into or out of the bargaining unit, or terminated during the preceding month and a master list no more than once a year at the request of the Union.

#### 12.4 Deduction of Dues

1. Monthly Deduction. The Employer will deduct monthly Union membership dues, or the monthly service amount, from the salaries of those employees who authorize the Employer to do so in writing on a form to be approved by the Union and the Employer. An employee can revoke a Dues Deduction/Service Charge Authorization on thirty (30) days written notice. A Dues Deduction/Service Charge Authorization shall expire on the expiration of this Agreement. Normally, the deduction will be made in the amount of one-half (1/2) of the monthly dues or service fee each pay period of each month for twenty-four (24) of the twenty-six (26) pay periods in the year.

2. Dues Remitted to the Union. Each monthly deduction required by this Article shall be remitted by the Employer to the Union at: 835 Howard St., San Francisco CA 94103

#### 12.5 Indemnification

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his or her last known address, in which to comply. If said employee does not comply with the provisions of this Article within ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claim.

The Union shall indemnify and hold the Employer harmless against any costs or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any provision of this Article, including, but, not limited to terminations of employment for reason of non-compliance with this Article, or arising out of the use of monies remitted to the Union. The indemnification includes the cost of defending against any such actions or claims. The Union shall have no monetary claim against the Employer by reason of its failure to perform under this Article.

#### 12.6 Union Access

Duly authorized representatives of the Union shall be permitted to enter the facilities operated by the Employer at all reasonable times to transact Union business and observe conditions under which employees are employed; provided; however, that no interference with the work of employees, patient care or normal operations shall result, and such right of entry shall at all times be subject to general hospital rules applicable to non-employees. The Union shall have access to all break rooms. The Union will give advance notice if it needs to reserve a meeting room.

#### 12.7 Union Stewards

Union Steward shall not be compensated by the Hospital for any time spent serving as a steward.

**APPROVAL**

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and signatures

Date: 6/24/2011

The Dameron Hospital Group  
Of Clinical Laboratory Scientists



Dominic Chan  
Union Representative/Organizer



Judy Croom,  
C.L.S. Group Representative

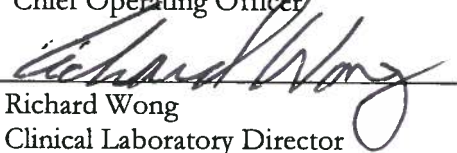
Dameron Hospital Association



Christopher Arismendi, M.D.  
Chief Executive Officer



Nicholas Arismendi  
Chief Operating Officer



Richard Wong  
Clinical Laboratory Director

**APPENDIX A**

**SCHEDULE OF CLS / MLT/LTA HOURLY WAGE RATES**

CLS / MLT/LTA PROPOSAL

Proposal	2010	2011	2012
Preceptor Pay	\$2.50	\$2.50	\$2.50
Eligible	All	All	All
Call Back Pay	1.5x <12 / 2x>12	1.5<12 / 2x>12	1.5<12 / 2x>12
Standby Pay	\$10.00	\$10.00	\$10.00
Standby Pay (Holiday)	\$12.00	\$12.00	\$12.00
PM	\$2.50	\$2.50	\$2.50
Night	\$4.00	\$4.00	\$4.00
Wages	Sept. 4%	April 3%	April 3%

**Health Insurance Premiums for 2010:**

<b>Preferred Plan</b>	<b>Standard Plan</b>
Self = \$0	Self = \$0
EE + 1 = \$39.81	Self = \$0
EE + 2 or more = \$79.63	Self = \$0
Premiums are deducted from the first and second paychecks of each month.	

**Please contact the Human Resources Department for premium rates for 2011, 2012, & 2013.**

**APPENDIX A (Continued)**

**SCHEDULE OF CLS / MLT/LTA HOURLY WAGE RATES**

<b>HOURLY RATES FOR BENEFITED AND CASUAL EMPLOYEES</b>									
<b>September -2010      4% increase</b>									
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	34.65	35.87	37.12	38.43	39.78	40.55	41.34	42.17	43.02
CLS II	36.19	37.45	38.77	40.14	41.55	42.36	43.18	44.04	44.93
CLS III	39.40	40.78	42.22	43.72	45.26	46.14	47.04	47.99	48.95
MLT	27.72	28.27	28.84	29.41	30.00	30.60	31.21	31.84	32.48
LTA	21.14	21.89	22.66	23.47	24.30	24.77	25.26	25.76	26.28

<b>HOURLY RATES FOR NON-BENEFITED EMPLOYEES (FT, PT &amp; PER DIEM)</b>									
<b>Sept-2010      4% increase</b>									
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	41.58	43.04	44.54	46.11	47.74	48.66	49.61	50.60	51.62
CLS II	43.43	44.95	46.53	48.17	49.86	50.83	51.82	52.85	53.91
CLS III	47.29	48.94	50.67	52.46	54.31	55.37	56.45	57.58	58.73
MLT	33.26	33.93	34.61	35.30	36.00	36.72	37.46	38.21	38.97
LTA	25.37	26.27	27.19	28.16	29.16	29.72	30.31	30.91	31.53
CLS I, II or III- per diem	44.54								
MLT - per diem	34.61								
LTA - per diem	27.19								

**APPENDIX A (Continued)**

**SCHEDULE OF CLS / MLT/LTA HOURLY WAGE RATES**

<b>HOURLY RATES FOR BENEFITED AND CASUAL EMPLOYEES</b>									
<b>May-2011</b>		<b>3% increase</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	35.69	36.94	38.23	39.58	40.97	41.77	42.58	43.43	44.31
CLS II	37.27	38.58	39.93	41.34	42.80	43.63	44.48	45.37	46.27
CLS III	40.59	42.01	43.49	45.03	46.61	47.52	48.46	49.42	50.41
MLT	28.55	29.12	29.70	30.30	30.90	31.52	32.15	32.79	33.45
LTA	21.78	22.55	23.34	24.17	25.03	25.51	26.01	26.53	27.06

<b>HOURLY RATES FOR NON-BENEFITED EMPLOYEES (FT, PT, AND PER DIEM)</b>									
<b>May-2011</b>		<b>3% increase</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	42.82	44.33	45.88	47.50	49.17	50.12	51.10	52.12	53.17
CLS II	44.73	46.29	47.92	49.61	51.36	52.36	53.37	54.44	55.53
CLS III	48.70	50.41	52.19	54.03	55.94	57.03	58.15	59.31	60.50
MLT	34.26	34.94	35.64	36.36	37.08	37.83	38.58	39.35	40.14
LTA	26.13	27.05	28.01	29.00	30.03	30.62	31.22	31.84	32.48
CLS I, II or III- per diem	45.88								
MLT - per diem	35.64								
LTA - per diem	28.01								

**APPENDIX A (Continued)**

**SCHEDULE OF CLS / MLT/LTA HOURLY WAGE RATES**

<b>HOURLY RATES FOR BENEFITED AND CASUAL EMPLOYEES</b>									
<b>May-2012                      3%    increase</b>									
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	36.76	38.05	39.38	40.77	42.20	43.02	43.86	44.73	45.64
CLS II	38.39	39.74	41.13	42.58	44.08	44.94	45.81	46.73	47.66
CLS III	41.80	43.27	44.80	46.38	48.01	48.95	49.91	50.91	51.93
MLT	29.41	29.99	30.59	31.21	31.83	32.47	33.12	33.78	34.45
LTA	22.43	23.22	24.04	24.90	25.78	26.28	26.79	27.33	27.88

<b>HOURLY RATES FOR NON-BENEFITED EMPLOYEES (FT, PT, AND PER DIEM)</b>									
<b>May-2012                      3%    increase</b>									
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6 10 YEAR</b>	<b>STEP 7 15 YEAR</b>	<b>STEP 8 20 YEAR</b>	<b>STEP 9 25 YEAR</b>
CLS I	44.11	45.66	47.25	48.92	50.64	51.62	52.63	53.68	54.76
CLS II	46.07	47.68	49.36	51.10	52.90	53.93	54.97	56.07	57.19
CLS III	50.17	51.92	53.76	55.65	57.61	58.74	59.89	61.09	62.31
MLT	35.29	35.99	36.71	37.45	38.20	38.96	39.74	40.53	41.34
LTA	26.92	27.87	28.85	29.87	30.93	31.53	32.15	32.79	33.45
CLS I, II or III- per diem	47.25								
MLT - per diem	36.71								
LTA - per diem	28.85								

**APPENDIX B**

**SCHEDULE OF CLS/MLT/LTA SHIFT DIFFERENTIALS AND  
STAND-BY/ON-CALL RATES**

**SHIFT DIFFERENTIALS**

P.M. shift differential shall be \$2.50 per hour.

NOC shift differential shall be \$4.00 per hour.

**STAND-BY/ON-CALL**

Stand-by/On-call shall be paid at the rate of \$10.00 per hour for all hours a CLS/MLT/LTA is on stand-by with an eight (8) hour minimum

A CLS/MLT/LTA who is called in to work shall receive time and one half (1.5 times straight time pay) for all hours worked when called in from stand-by status. There will be a minimum of two (2) hours work performed and paid in the event that a member of the GROUP is called in from stand-by status. The guaranteed minimum period of two hours work shall only apply to the first occurrence of being called back to the Hospital on a given workday.

To the extent that the attached Schedule of CLS/MLT/LTA Hourly Wage Rates and Shift Differentials is inconsistent with the foregoing, the Schedule of CLS/MLT/LTA Hourly Wage Rates and Shift Differentials will control.

**APPENDIX C**  
**FEDERAL AND STATE MANDATED**  
**LEAVES OF ABSENCE**

California Family Rights Act (CFRA) – Fair Employment and Housing Act (FEHA) Section 12945.1 and 12945.2 (<http://www.dfeh.ca.gov/>)

Crime Victims Leave – Labor Code Section 230.2 (<http://www.dir.ca.gov/>)

Domestic Violence and Sexual Assault Victim Leave – Labor Code Section 230 and 230.1 (<http://www.dir.ca.gov/>)

Family/Medical Leave Act of 1993 (FMLA) (<http://www.dol.gov/>)

Family School Partnership Act (<http://www.leginfo.ca.gov/>)

Kin Care – Labor Code Section 233 (<http://www.dir.ca.gov/>)

Paid Family Leave (PFL) – Section 3254 of the Unemployment Insurance Code (<http://www.edd.ca.gov/>)

Pregnancy Disability Leave (PDL) – Fair Employment and Housing Act (FEHA) Section 12945;2 CCR 7291.2 et seq. (<http://ccr.oal.ca.gov/>)

Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA) (<http://www.dol.gov/>)

Volunteer Civil Service Leave – Labor Code Section 230.3 (<http://www.dir.ca.gov/>)

Voting Time (If employee cannot vote during off hours)– Elections Code Section 14000, 14001, 12312 (<http://www.leginfo.ca.gov/>)

**APPENDIX D**

**DAMERON HOSPITAL LEAVES OF ABSENCE**

(Refer to Dameron Hospital Association Employee Handbook for specifics)

Personnel with Communicable Disease – Dameron Hospital Association Policy

Dameron Hospital Personal Leave of Absence

Dameron Hospital Personal Leave of Absence for Medical Reasons

FOR 2010-2013

**APPENDIX E**

**GROUP RE-ORGANIZATION AND LICENSURE,**

**REGISTRY OR CERTIFICATION**

In the event that the California or federal government, an agency of either, JCAHO or other organization/entity with jurisdiction and authority over operations of Dameron Hospital Association implements any licensure, registry, certification or other similar standard applicable to any position or classification of persons covered by this AGREEMENT, the parties agree that such standard shall be operative immediately (subject to any statutory grace period or similar condition) and become an essential qualification for continued employment in any position to which the standard applies. Employees that lack such qualification shall be immediately removed from any position as to which such qualification applies. Upon removal from such position, wages and accruals shall cease. Employees whose positions will be or are affected by any change in such standard may apply for any opening in any position for which the employee is qualified at the time. Successful application for transfer shall be paid the typical rate of pay for the newly-awarded position.

**SIDE LETTER EFFECTIVE UPON IMPLEMENTATION OF 2005-2007 COLLECTIVE BARGAINING AGREEMENT:**

In keeping with the reserved management rights under the agreement, management plans to eliminate 10-hour shifts. Employees affected by such change will be permitted to avail themselves of bidding and any other rights under the contract.

**SIDE LETTER EFFECTIVE UPON IMPLEMENTATION OF 2005-2007 COLLECTIVE BARGAINING AGREEMENT:**

1. Lab management will implement the re-org on 9/1 and will, on that day, place as many CLSs into their proper classifications as is supported by their then-current competencies and seniority in the case of more than three equally-qualified CLS III candidates;
2. During the period from 9/1/05 until 10/1/05 the hospital will schedule and provide, to the extent feasible, cross training for such CLSs as may seek to elevate themselves from CLS I to CLS II with the goal of placing as many of such persons in CLS II classification on or before 10/1/05. As to such persons as move from CLS I to CLS II during this period, the hospital will pay those persons at the rate for CLS II retroactive to 9/1/05. Retroactive pay rate application under this paragraph does not extend to persons that seek to move into CLS III positions or persons who move into CLS II after 10/1/05;
3. The hospital's earlier offer to pay retroactively to April, 2005 continues to be proposed except as modified by the preceding paragraph; and

**APPENDIX E (CONTINUED)**

4. Because the time within which to cross train following ratification is limited, the offer of retroactivity as described in paragraph 2 above is conditioned on the entire set of proposals and the agreement as a whole being ratified in the immediate future and not later than 5:00 p.m. on August 15, 2005.

After that time it will be a hardship on Lab management to make all of the conversions to the new classifications by the 9/1/05 deadline. This is not a stratagem to force an agreement on a short timeline.

Rather, it reflects a good faith estimate of the amount of time that it will take management to systematically evaluate each employee and determine into which new classification each should move under the re-organized structure.