



Engineers and Scientist of California
Northern California

ESC Local 20

International Federation of Professional and Technical Engineers, AFL-CIO, CLC



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ENGINEERS & SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO

And

WOODLAND HEALTHCARE

Unit 1

March 2, 2016 – March 1, 2018

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BARGAINING AGREEMENT
BETWEEN
WOODLAND HEALTHCARE
AND
ENGINEERS & SCIENTISTS OF CALIFORNIA,
LOCAL 20, IFPTE, AFL-CIO
(Unit 1)

This Agreement is by and between WOODLAND HEALTHCARE ("Employer") and ENGINEERS & SCIENTISTS OF CALIFORNIA, LOCAL 20, IFPTE, AFL-CIO/CLC ("Union").

ARTICLE 1

RECOGNITION AND COVERAGE

Woodland Healthcare recognizes the Union as the exclusive collective bargaining representative for, and this Agreement covers, the employees in the classifications listed in Appendix A who are employed in Woodland Healthcare's Laboratory and Diagnostic Imaging Department in the Woodland and Davis Clinics, including the Receptionists in the Diagnostic Imaging Department, and excluding Couriers, Orderlies and Transcribers in the Diagnostic Imaging Department, the Histotechnicians and Cytotechnologists in the Laboratory, all other employees, confidential employees, managerial employees, guards and supervisors as defined under the Labor Management Relations Act of 1947, as amended. The Laboratory and Diagnostic Imaging Department located at Woodland Memorial Hospital are included in this Agreement. For the purposes of this Agreement, covered Woodland Healthcare employees will be referred to as "employees".^{1/}

^{1/} Woodland Healthcare may continue to have four (4) technologists in its Woodland and Davis Clinics who perform technologists' work, but who are designated as supervisors to assist the manager as needed, which technologists will be excluded from the coverage of this Agreement. Woodland Healthcare may similarly designate additional technologists, provided there will be no reduction in the number of Radiologic Technologists then employed in the Diagnostic Imaging Department, and provided further that Woodland Healthcare will not utilize this provision for the purpose of excluding generally additional Radiologic Technologists hired due to any future expansion of the Diagnostic Imaging Department.

ARTICLE 2

MANAGEMENT RIGHTS

The Union recognizes that there are certain rights which belong solely to the Employer unless specifically prohibited by the terms and conditions of this Agreement. Such rights include, but are not limited to: the right to manage and control the premises and equipment; the right to select, hire, promote, suspend, discharge, assign, supervise and discipline employees; the right to determine and change starting times and quitting times of shifts with thirty (30) days' prior notice to employees except in unforeseen or emergent circumstances; the right to determine and change the size of, composition of and qualifications of the work forces; the right to establish, change, enforce and abolish its policies, practices, rules and regulations and to adopt and enforce new policies, practices, rules and regulations provided they do not conflict with specific provisions of this Agreement (subject to Article 30, Personnel Policies), and provided further that copies are provided to the employees and the Union prior to implementation and enforcement; the right to determine and modify job descriptions, job classifications, job evaluations, and the assignment or reassignment of particular functions; the right to determine the nature and scope of Woodland Healthcare's operations and the services to be provided or discontinued; the right to determine or change methods and means by which the Employer's operations are to be carried on including the right to subcontract, subject to any bargaining obligation imposed under the National Labor Relations Act, as amended, to the extent that related issues concerning the impact or effects on employees are not covered by this Agreement or were not raised in negotiations concerning its provisions; the right to assign duties to employees in accordance with needs and requirements as determined by the Employer; and the right to carry out all other necessary, traditional and/or usual functions of management whether or not exercised by the Employer prior to execution of this Agreement subject only to express limitations as set forth in the provisions of this Agreement.

ARTICLE 3

UNION SECURITY

Section A **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. Compliance is required by the 31st day after employment or the 31st 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.

Section B 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.

Section C Bargaining Unit Information

The Employer shall supply an electronic list of all employees covered by the Agreement by name, address, FTE status, category, 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 electronically 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.

Section D 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.

Section E 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.

Section F New Hire Orientation

- A. During the new hire orientation, the Union may provide to employees materials including:
 - 1. A copy of the provisions of this Agreement
 - 2. A Union Membership Card
 - 3. A list of Union Stewards, prepared by the Union showing their department and/or work areas and contact telephone numbers
 - 4. Other Union material provided that does not disparage the Employer

- B. During the new hire orientation for new employees, the Employer will allow a representative of the Union up to thirty (30) minutes, to discuss the Union and the terms of this Agreement. In the event a Union Steward is assigned, the Stewards shall be released from work without loss of pay to participate in the session.

ARTICLE 4

NONDISCRIMINATION

Section A **Union Related Activity**

There will be no discrimination by Woodland Healthcare or the Union against any covered employee on account of membership or non-membership in the Union, or on account of activity on behalf of or in opposition to the Union, provided that such activity will not be directed toward patients or visitors, and will not interfere with the operations of Woodland Healthcare or the work of any employee.

Section B **General Provisions**

Woodland Healthcare and the Union will comply with all applicable laws regarding discrimination against any covered employee on account of sex, race, national origin, religion, political affiliation, or on the basis of age where an employee is forty (40) or more years of age. Woodland Healthcare and the Union also agree that they will comply with the Americans with Disabilities Act ("ADA"), and that the terms of this Agreement relating to seniority and the posting and filling of vacancies may be departed from where necessary reasonably to accommodate a qualified employee or applicant with a disability, provided Woodland Healthcare notifies the Union before departing therefrom, and, upon request, meets with the Union to explain (consistent with the employee/applicant's privacy rights) the basis for its decision that a variance is necessary and appropriate under the ADA. Complaints alleging discrimination in violation of federal or state law will be handled by appropriate government agencies, pursuant to the enforcement provisions and procedures established under such laws, but, in addition, such complaints are subject to the provisions of the Grievance and Arbitration Procedure, Article 18, up to but not including arbitration under Step 4 of that procedure.

ARTICLE 5

EMPLOYMENT CATEGORIES

Section A **Regular Employees**

1. **Full-Time.** A Regular Full-Time employee is one who is regularly scheduled on a predetermined basis for eighty (80) hours in each pay period. A Regular Full-Time employee will be entitled to all of the benefits listed in Articles 8 through 13.

2. **Part-Time.** A Regular Part-Time employee is one who is regularly scheduled on a predetermined basis to work at least forty (40) hours but less than eighty (80) hours, in each pay period. Part-Time employees will be entitled to those benefits listed in Articles 8 through 13 herein

on a prorated basis in accordance with the number of straight time hours the employee works, up to a maximum of forty (40) hours in each workweek. For purposes of benefit accrual only, paid time off ("PTO"), extended sick leave ("ESL"), paid bereavement leave and paid jury duty leave will be considered as hours worked.

Section B Limited Part-Time

A Limited Part-Time employee is one who is regularly scheduled on a predetermined basis to work less than forty (40) hours per pay period. Limited Part-Time employees are not eligible for employer-sponsored benefits, but will receive shift differentials and weekend premium, when applicable, premium pay in lieu of benefits, as set forth in Article 6, Section K, and premium pay for working on recognized holidays set forth in Article 7, Section E.5.

Section C Temporary

A Temporary employee is one who is regularly scheduled on a predetermined basis for any number of hours up to eighty (80) hours during a pay period. Temporary employees are not eligible for employer-sponsored benefits or premium pay in lieu of benefits. The sole exceptions are that Temporary employees will receive shift differentials and weekend premium, when applicable, and are entitled to the premium pay specified in this Agreement for hours worked on the recognized holidays set forth in Article 7, Section E.5.

Section D Casual/On Call Employees

A Casual/On Call employee is one who is either scheduled to work or is called in to work, but on an "as needed" basis. Woodland Healthcare reserves the right to establish, change or modify availability requirements for Casual/On Call employees, so long as the requirements are not arbitrary or capricious. The Union and the Casual/On Call employees will be notified in advance of any such requirements or modifications thereto. Casual/On Call employees are not eligible for employer-sponsored benefits, but will receive shift differentials and weekend premium, when applicable, premium pay in lieu of benefits as specified in Article 6, Section K, and premium pay specified in this Agreement for hours worked on the recognized holidays set forth in Article 7, Section E.5.

Section E Change in Status

If a Regular employee converts to Limited Part Time, Casual/On Call or Temporary employee status, then (s)he will be paid any remaining accrued but unused PTO. The employee's prior accumulated ESL will be retained for a period of up to twelve (12) months for the employee's future use in the event that (s)he again becomes a Regular employee within such twelve (12) month period, but may not be utilized by the employee while (s)he is in a Limited Part-Time, Casual/On Call or Temporary status. Should the employee reconvert to Regular status within the twelve (12) month period, (s)he will resume benefit accruals at his/her previous rate. The employee's rate of pay will not change upon his/her change in status, except that (s)he will receive

the premium pay in lieu of benefits specified in Article 6, Section K, becomes effective.

Section F Temporary Agency Personnel

Temporary Agency personnel are not Woodland Healthcare employees but are employees of a temporary employment agency and are paid in accordance with their agency agreement. Woodland Healthcare may utilize temporary agency personnel to perform work covered by this Agreement only after Woodland Healthcare offers work to any person within the department who has been laid off for a period of less than twelve (12) months and who is qualified to perform this work. Whenever a Temporary Agency personnel is utilized for more than five (5) consecutive days, the Union will be provided with written notification.

Section G Limitations on the Use of Temporary Agency Personnel, Temporary Employees and Non-Clinic Employees

Temporary employees, Temporary Agency personnel and Non-Clinic employees used in lieu of Temporary employees/Temporary Agency personnel may be utilized for a period of up to 120 days, or for the entire period of a leave of absence, if longer than 120 days. This period may be extended with the agreement of the Union, which will not unreasonably be withheld. The number of Temporary Agency personnel and Non-Clinic employees being used in lieu of Temporary employees/Temporary Agency personnel will not exceed six percent (6%) of the bargaining unit size. Nothing herein precludes Woodland Healthcare from proposing to the Union that these limits be waived in an emergency, and in such case the Union's approval will not unreasonably be withheld. The Employer will not use Temporary employees, Temporary Agency personnel and/or Non-Clinic employees to avoid posting a regular position vacancy or to erode the bargaining unit.

ARTICLE 6

COMPENSATION AND HOURS OF WORK

Section A Wage Ranges.

The wage ranges for each classification during the term of this Agreement will be as set forth in Appendix A.

Section B Employee Wage Rates.

1. The following increases shall be added to the straight time rate for all covered employees except those in classifications described in paragraph 2 below. Employees above

the maximum of the updated range will receive an increase of 1%.

2.

| Date | Increase |
|--|-----------------|
| First full pay period following Ratification | 2% |
| Second full pay period in May 2017 | 2% |

3. Full-Time employees will receive a one-time lump sum bonus of \$500.00, effective the first full pay period following ratification. Every other employee who has worked at least 400 hours in the preceding 26 pay periods, will receive a one-time lump sum bonus of \$300.00, effective the first full pay period following ratification.
4. The Union and the Employer agree that it is in the best interest of both parties to recruit and retain qualified, experienced staff. To this end, either party may initiate discussions concerning specific job classification(s) possibly requiring a wage increase. Wage data used by the Employer and/or Union in identifying such classifications shall be data reflecting prevailing wage rates in the proximate area for similarly situated job classifications. Any agreements reached concerning equity adjustments that modify the salary scale will be codified in a letter of agreement that will become part of the collective bargaining agreement. No ESC Local 20 member will have their wages reduced as a result of these discussions.
5. Increases will be effective on the first pay period following the dates listed above.
6. The corresponding salary ranges will be increased by the same amount.
7. Employees shall continue to receive step increases on their anniversary date as set forth in the contract.
8. Rad Techs shall be paid an additional 6% for all hours performing Mammography.
9. The employer will not place a new hire at a rate higher than a current employee of comparable years of experience.
10. The Employer will pay a one-time \$500 bonus to benefited employees with at least 12 years of service the first period following January 1, 2012.

Section C Maximum Wage Rates.

Each employee will receive at least the minimum wage rate for his/her classification. No

employee will receive any increase or any portion of an increase that would place his/her wage rate above the maximum rate for his/her range.

Section D Straight Time Shifts and Workweek

1. Woodland Healthcare may assign or schedule employees to straight-time shifts of up to ten (10) hours (e.g., 8, 9 or 10 hour shifts, etc.). Employees will not be required to work a shift which is split by any unpaid break of over one (1) hour. For the scheduled hours for all such shifts, pay will be the employee's individual straight-time rate, plus shift differential, weekend premium and pay in lieu of benefits, if applicable. A full-time straight time week will be forty (40) hours. If Woodland Healthcare determines that its operational needs require that existing positions must be converted from 8 hours to 9 or 10 hours, from 10 or 9 hours to 8 hours, etc., then Woodland Healthcare will give the affected employees and the Union thirty (30) days' prior notice and will meet with the employees (and the Union if it so desires) to explain the decision and the new shift arrangements, and to discuss alternative presented by the Union that would satisfy operational needs and avoid or lessen the reduction in hours. However, the obligation to meet, discuss and explain in no way prohibits Woodland Healthcare from implementing its decision at the end of the notice period if no acceptable alternatives have been identified.

2. If an affected employee is unwilling or unable to accept the new shift arrangement, his/her position will be posted and filled pursuant to Article 18, Section C. If the position is bid upon by and awarded to another existing employee, the affected employee may elect to take that employee's position without a posting, provided Woodland Healthcare determines that the employee is qualified to fill the position. If the converted position is filled from outside of the bargaining unit, or if the affected employee is deemed not qualified to take the position vacated by an employee awarded the converted position, the affected employee may elect to exercise his/her displacement rights under Article 16, Section B.2., Permanent Layoffs, and if (s)he is unable to retain a position under those provisions (s)he will be placed in layoff status.

Section E Overtime

1. Overtime (1-1/2x) and double time (2x) premium will be calculated based upon the employee's average regular rate ("regular rate") for the workweek. In addition to the employee's straight time rate for hours worked, the calculation of the average regular rate will also include shift differential, weekend premium and premium pay in lieu of benefits, where applicable, paid to the employee for hours worked during the workweek.

2. An employee will be paid at the rate of one and one-half times (1-1/2x) his/her regular rate of pay for all hours worked in excess of eight (8) hours in a day in the case of eight (8) hour shifts (or in excess of nine or ten (9 or 10) hours in a day for employees assigned to 9- or 10-hour shifts) and for all hours worked in excess of forty (40) hours during a workweek.

3. An employee will be paid at the rate of two times (2x) his/her regular rate of pay for all hours worked in excess of twelve (12) hours in a workday.

4. Paid time off taken (e.g., PTO for vacation, holiday brief illnesses, etc.; ESL for extended sick leave; bereavement leave; or jury duty leave) will not count as time worked for overtime purposes.

5. Overtime and other premium pay will not be duplicated or pyramided for the same hours worked.

Section F Workday and Workweek

The "workday" and "workweek" will be a standard period of time for all employees and will be as designated by Woodland Healthcare. The workweek will begin at 12:01 a.m. on Sunday and end at Midnight on Saturday. The workday is the twenty-four (24) hour period beginning at 12:01 a.m.

Section G Shift Differential

1. PM Shift. A P.M. Shift is a shift beginning at or after 1:00 p.m. and before 9:00 p.m. P.M. shift differential will be paid on a shift beginning at or after 1:00 p.m. for hours worked (other than call-back hours) between the hours of 3:00 p.m. and 11:00 p.m., except that when a shift of eight (8) hours or more begins at or after 1:00 p.m. and before 3:00 p.m., P.M. shift differential will be paid from the beginning of the shift. The P.M. differential will be as follows:

| | | |
|------------------------------------|---|-----------|
| All Rad Techs/Clin. Lab Scientists | = | \$2.00/hr |
| Lab Asst | = | \$0.75/hr |
| All Others | = | \$0.65/hr |

2. Night Shift. A Night Shift is a shift beginning at or after 9:00 p.m. and before 4:00 a.m. Night shift premium will be paid only for hours worked (other than call-back hours) between 11:00 p.m. and 7:00 a.m., provided the shift begins prior to 4:00 a.m. A shift beginning at or after 4:00 a.m. will be considered a day shift for all purposes under this Agreement. The Night Shift premium will be as follows:

| | | |
|------------------------------------|---|-----------|
| All Rad Techs/Clin. Lab Scientists | = | \$4.00/hr |
| Lab Asst | = | \$1.50/hr |
| All Others | = | \$1.15/hr |

Section H On Call and Call-back

1. Employees assigned to standby status in accordance with their departmental policy will be paid at the rate of eight dollars (\$8.00) for each hour of such on call time.

2. If called to work when in on call status, the employee will be paid at the rate of one and one-half times (1-1/2x) his/her regular rate for all hours worked, with a minimum guarantee of two hours of work, or pay in lieu thereof, for the first and second calls combined, and a minimum guarantee of one (1) hour of work, or pay in lieu thereof, for each subsequent call. The

employee will not receive on call pay for hours worked or guaranteed when called back to work. An employee assigned to on call status is expected to answer minor questions over the telephone when necessary, and will receive pay only for the time spent doing so; provided, however, that the time spent answering questions by telephone during an on call period must total at least ten (10) minutes.

3. If called by Woodland Healthcare and required to work when not scheduled and while not on call, with less than twenty-four (24) hours' notice (other than when an employee has given his/her availability and is called to work an additional shift), the employee will receive two times (2x) his/her hourly rate for the first hour and one and one-half times (1-1/2x) his/her hourly rate thereafter. Such premium will cease at the commencement of the employee's next scheduled shift or when the employee is released from work, whichever is earlier. The Employer will determine at its discretion which employee(s) will be called back.

Section I Meetings

1. Employee attendance at mandatory meetings called by Woodland Healthcare, including in-service education meetings, will be considered time worked.

2. Employees attending mandatory meetings on a scheduled day off will be paid at straight time or one and one-half times (1-1/2x) their regular rate, whichever rate applies. Employees attending a meeting while on standby will be paid for their attendance in accordance with this Section I, and not pursuant to the call-back provisions of Section H., above.

Section J Reporting Pay

If an employee reports for work as scheduled, (s)he will be guaranteed work or pay for the lesser of four (4) hours or one-half (1/2) of the employee's normal shift. However, no work or pay is required under this provision if either: (1) Woodland Healthcare has attempted to contact the employee by telephone (which call or attempted call will be documented) at least one hour prior to the start of the shift to inform the employee not to report; or (2) the employee has actually been notified to not report prior to reporting.

Section K Premium Pay in Lieu of Benefits

Limited Part-time and Casual/On Call employees will receive premium pay equal to fifteen percent (15%) of his/her straight time rate, in lieu of all employer-sponsored benefits. (Notwithstanding this section, employees who were hired as a part of the Employer's initial complement of employees on July 30, 1996, in a Casual/On Call capacity, and who have remained continuously in such a capacity since then, will receive a premium of twenty percent (20%) of their straight time rate, but only for so long as they remain continuously in a Casual/On Call capacity).

Section L Break and Meal Periods

Employees who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of at least thirty (30) minutes. Such meal periods shall be taken at a time as close to the completion of four (4) hours of the shift as is practical. Employees who work in excess of five (5) hours but less than six (6) hours may voluntarily waive the meal period. Each employee shall be granted a paid rest period of two (2) fifteen (15) minute break periods for each eight (8) hour shift. Employees who work more than ten (10) hours are provided three (3) fifteen (15) minute break periods. Woodland Healthcare may determine when the breaks and meal period are to be taken, and the length of the employee's meal period (e.g., 30, 45 or 60 minutes). Breaks and the meal period may not be combined, nor may a break be taken at the beginning or end of a shift to alter shift starting or ending times. Employees are to remain on the Employer's premises during the paid break periods. An employee who misses a meal and/or break period shall be paid in accordance with state wage and hour law.

Section M Relief in a Higher Classification

Dignity Health may train employees to perform the duties of two or more classifications including those outside of the bargaining unit, but such cross-training or the possession of multiple skills will not result in a change to such employee's classification or compensation. However, whenever an employee is temporarily assigned by the Employer for four (4) or more hours to perform all of the duties in a position in a classification that has a higher wage range than that of his/her normal position, (s)he will be paid a 5% differential for such work at a rate higher than his/her normal wage rate. Such assignments will not be mandatory.

Section N Weekend Premium

Employees who work shifts beginning on or after 11:00 p.m. on Friday and ending at or before 11:00 p.m. Sunday will receive hourly premium as follows: \$1.70 over base pay per hour. This provision will sunset on March 31, 2018.

Section O Wage Equity Committee

Dignity and ESC Local 20 agree to meet to discuss market salary equity pay issues for ESC represented classifications.

Both Dignity and the Union agree to share any market salary data relating to ESC represented classifications that they have researched. The parties agree that market includes represented and non-represented positions in the greater Sacramento market area including Woodland Healthcare. The Union may recommend union contracts to be included in the survey.

Any Agreements reached concerning equity adjustments that modify the salary scale will be codified in a Letter of Agreement that will become part of the Collective Bargaining Agreement.

No ESC Local 20 member will have their wages reduced as a result of these discussions.

Discussions will commence within 90 days following ratification.

ARTICLE 7

PAID TIME OFF AND EXTENDED SICK LEAVE

Section A Purpose

The Paid Time Off Program compensates an eligible employee for time not worked due to vacations, holidays, illness or other personal reasons.

Section B Eligibility

Regular Full-Time and Regular Part-Time employees are eligible for Paid Time Off.

Section C Accrual/Accumulation

1. Paid Time Off is divided into two banks: PTO and SL (sick leave). PTO is accrued and SL is accumulated based upon paid straight time hours worked as follows:

| <u>Years of Employment</u> | <u>0-4</u> | <u>5-9</u> | <u>10-19</u> | <u>20+</u> |
|----------------------------|------------|------------|--------------|------------|
| PTO | .1000 | .1192 | .1385 | .1576 |
| SL | .0231 | .0231 | .0231 | .0231 |
| Total PTO/SL | .1231 | .1423 | .1616 | .1807 |

2. PTO/SL will also accrue/accumulate on House Convenience time. PTO/SL will not accrue/accumulate for overtime hours, for stand-by and call-back hours, or for PTO hours in excess of 400 paid out pursuant to Section G - Maximum Accrual/Accumulation, Section H - Donation of PTO Hours, or Section I - PTO Hardship Distribution.

Section D Scheduling the Use Of PTO

1. Departments

Each Department will establish the protocols necessary for scheduling vacations within the department.

2. Employees

It is the responsibility of the employee to request paid time off according to the established protocols of their Department. The employee has the additional responsibility to indicate PTO taken on the time card as appropriate.

Section E Use of PTO

1. Except in the case of an emergency, all PTO must be scheduled in advance and approved by the supervisor/manager. Unscheduled use of PTO will be closely monitored and considered as an absence under Woodland Healthcare's attendance policy.

2. PTO may be used only after it is accrued; negative balances will not be allowed. PTO may not be taken in excess of the employee's scheduled hours (as noted in the personnel record) except in the following circumstances:

a. If the supervisor requests an employee to work unscheduled hours during a pay period in which PTO has been scheduled and taken on a regular work day; or

b. If an employee has worked in excess of his/her scheduled hours (as noted in the personnel record) for six (6) consecutive pay periods, the manager may approve the use of PTO hours up to his/her customarily worked non-overtime schedule.

3. Accrued PTO is used for the equivalent of the first three (3) regularly scheduled work days or the first twenty-four (24) scheduled work hours of any illness, whichever occurs first, except where the illness requires hospitalization or outpatient surgery, or is compensable under Worker's Compensation laws. Woodland Healthcare may require a physician's statement.

4. Accrued PTO will be paid for all absences other than those for which SL is applicable, including leaves of absence, and will also be paid upon the exhaustion of accumulated SL for the remainder of the absence or leave. The sole exceptions are bereavement leave and jury duty leave. In addition, in the case of temporary layoffs the employee may elect to use or not use PTO.

5. Accrued PTO will be paid to employees who receive time off in observance of the following nine (9) national holidays:

| | | |
|----------------------------|---|-----------------------------|
| New Year's Day | - | January 1 |
| Martin Luther King Jr. Day | - | Third Monday in January |
| President's Day | - | Third Monday in February |
| Memorial Day | - | Last Monday in May |
| Independence Day | - | July 4 |
| Labor Day | - | First Monday in September |
| Thanksgiving Day | - | Fourth Thursday in November |
| Day After Thanksgiving | - | Day After Thanksgiving |
| Christmas Day | - | December 25 |

a. When a recognized national holiday falls on Saturday, the previous Friday will be observed. When a recognized national holiday falls on a Sunday, the following Monday will be observed.

b. An employee who works on the actual recognized holiday will receive one and one-half times (1-1/2x) his/her regular rate of pay for the hours worked.

6. All accrued but unused PTO will be paid out to an employee upon conversion to Limited Part-Time, Casual/On Call or Temporary status, and upon permanent layoff or termination.

Section F Use of Sick Leave (SL)

1. Illnesses must be reported to supervisors according to department procedures.

2. Employees may not use sick leave until they have completed their applicable probationary period.

3. Beginning the equivalent of the fourth consecutive regularly scheduled day or the 25th scheduled work hour missed due to illness/disability, whichever first occurs, the employee will be paid for regularly scheduled hours missed due to illness/disability from the SL account. An employee who returns to work from an SL absence and must be off again for the same illness/disability within two shifts, will continue to use SL. Woodland Healthcare may require a physician's statement.

4. Employees eligible for Workers' Compensation or State Disability Insurance will have their SL account integrated with their Workers' Compensation or State Disability Insurance payments. The integration will be the difference between the employee's regular paid status and the amount paid by Workers' Compensation or State Disability Insurance after the appropriate waiting period.

5. In the case of Workers' Compensation, hospitalization or out-patient surgery, all pay for hours missed will be taken from accumulated SL provided an employee has completed his/her probationary period.

6. Accumulated SL will be forfeited when an employee converts to Limited Part-Time, Casual/On Call or Temporary status, and upon permanent layoff or termination. However, if an employee is re-employed in, or reconverts to, a Regular position within twelve (12) months, his/her accumulated SL balance will be reinstated.

Section G Maximum Accrual/Accumulation

1. PTO. Employees with more than 400 hours of accrued PTO as of the end of the last payroll period in November of each year, will be paid for the accrued PTO in excess of 400 hours at the employee's base hourly rate, plus any applicable shift differential, on or before the 15th day of December. Social Security taxes (FICA) and State/Federal Income taxes are withheld as required by law.

2. Sick Leave. The maximum accumulation for SL is 480 hours. Additional SL hours will not be accumulated until the employee's balance falls below 480 hours.

Section H Donation of PTO Hours

1. Employees may voluntarily donate accrued but unused PTO hours to a Woodland Healthcare employee who has experienced a personal disaster (i.e., flood, fire, loss of home, etc.) or a personal or family member's catastrophic illness or accident which has created a financial hardship.

2. The donor must complete the PTO donation form and submit it to Human Resources for processing. Forms are available in the Human Resources Department.

3. The donating employee's PTO balance will be reduced by the number of hours donated.

4. The value of the PTO donation will be calculated based upon the donor's base rate, including applicable shift differential, multiplied by the number of PTO hours donated, and will be paid to the appropriate employee on the next available payroll.

(Note: In accordance with the Internal Revenue Code, this payment is considered tax able income for the employee receiving the funds. Thus, the donor cannot use this donation as an income tax deduction since the dollar amount is not included in the donor's W-2 earnings statement.)

5. Donations of PTO hours are final and irrevocable.

Section I PTO Hardship Distribution

Employees who have experienced an unexpected catastrophic event which causes a financial hardship may request a cash out of accrued but unused PTO hours in the amount

necessary to defray the unexpected expense. A cash out will not be available if an employee has access to obtaining funds through loans or liquidation of assets.

ARTICLE 8

CONTINUING EDUCATION TIME/TUITION REIMBURSEMENT

A. Continuing Education Time.

1. Eligibility. Employees who are benefited with more than six months of continuous service with the Employer in a position requiring a license.

2. Paid CET. Eligible employees shall receive up to sixteen (16) hours of CET each calendar year (not cumulative from year to year), prorated for employees scheduled to work less than full-time. Payment for such CET shall be at the employee's straight time hourly rate. CET will not be paid in excess of the normal work schedule. CET is not considered productive time and is therefore not included in hours worked when determining overtime eligibility.

3. Approval of CET

The Employer will consider application for CET provided:

a. The course, workshop or seminar are related to the healthcare profession in the employee's area of work and there is a direct benefit to the employee in maintaining and improving skills in his/her current position; and

b. Such CET does not interfere with staffing requirements or patient care; and

c. The course is offered by an accredited institution and is a segment of a recognizable course of instruction culminating in a degree or the course is offered by a provider that has been approved by the state as a provider of continuing education courses which may be counted towards the employee's continuing education requirement for certification and licensure, if applicable; and

d. A written application along with the course outline is received by the Department Manager at least four weeks prior to the commencement of the schedule in which the CET is to be taken (the four week requirement may be waived at the Department Manager's discretion).

4. Home Study. An eligible employee may elect to utilize CET on a day he/she is not normally scheduled to work for the purpose of home study. The home study course must meet the same criteria as outlined for non-home study CET. Proof of completion must be submitted in order to receive CET Pay.

5. Reports / In-service. An employee who has received CET may be required to provide a report or present an in-service.

6. All employees covered by this agreement whose job category requires them to maintain a license or certificate will be eligible for reimbursement of the cost of classes and educational materials necessary to retain such licenses or certificates up to a maximum of \$200 per calendar year.

B. Tuition Reimbursement

1. Eligibility

The Employer will reimburse tuition to employees who meet the requirements of the Employer's tuition reimbursement program.

Eligible employees include all active benefited employees who have completed six months of continuous employment.

Eligible employees must maintain eligibility during the entire length of the course. Tuition reimbursement shall not be granted for course work started, in progress or completed prior to completing six months of continuous employment.

The Employee must apply in advance in writing specifying the course he or she wishes to attend and obtain approval to attend.

Courses submitted for reimbursement must be taken on non-work time.

2. Approved Courses

Programs leading to a high school diploma, the General Education Development (GED) exam, college courses, degree programs or their equivalent are approved.

Courses and certification programs which are job related or related to future promotional opportunities with the Employer will be approved.

Exam preparation courses are eligible for reimbursement provided that successful passage of the examination leads to credit for a course which would otherwise have been approved and that the employee successfully passes the examination.

3. Amount of Reimbursement

The Employer shall reimburse the employee for fees paid for tuition and fees for approved courses up to \$3,000.00 (three thousand dollars) per fiscal year.

Eligible fees include fees which are required as part of the course enrollment (for

example: registration, student body fees, lab fees, books, course challenging fees, etc.).

Ineligible fees include late fees, parking fees, transcript fees, admission fees, etc.

For the purpose of calculating the annual maximum reimbursement, the course completion date will be used.

4. Requests for Reimbursement

The Employee must submit a request for reimbursement within ninety (90) days of the course completion on the required form and attach receipts, the course syllabus and proof of a passing grade.

Successful completion of the course shall be defined as a passing grade.

ARTICLE 9

LEAVES OF ABSENCE

Section A **Leaves of Absence Defined**

A leave of absence is any absence from work, whether paid, unpaid, or a combination of paid and unpaid absence, normally for more than two (2) consecutive weeks, other than vacation leave. However, family/medical and pregnancy disability leaves of a shorter duration will also be handled in accordance with this Article.

Section B **Types and Maximum Duration of Leaves**

1. **Medical Disability Leave.** An employee is entitled to a maximum of one hundred twenty (120) calendar days leave of absence, plus up to two (2) additional ninety (90) day extensions for the employee's total absence due to disability or illness in a year. Paid time off and unpaid leave will both be considered for purposes of determining the maximum leave available under this Section.

2. **Industrial Accident Leave.** When an employee needs to take a leave of absence as a result of qualifying work-related injury, (s)he will be entitled to an industrial accident (Workers' Compensation) leave. Duration of this leave will be determined on a case-by-case basis. Employees on industrial accident (Workers' Compensation) leave are eligible to use their accumulated ESL from the first day of leave.

3. **Statutory Family/Medical and Pregnancy Disability Leave.** Employees will be eligible for family/medical leave and pregnancy disability leaves as provided by applicable federal and state laws, and in accordance with Woodland Healthcare's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.

4. Military Service. Military leave and the return to work thereafter, will be handled in accordance with applicable law and Woodland Healthcare policy.

5. Personal Leaves. A leave of absence for personal reasons, or for reasons other than those specified in this Section, may be requested by an eligible employee. Such leaves may be granted for a period of up to thirty (30) calendar days, with one thirty (30) calendar day extension each year, but the granting or denial of any such leave, including but not limited to determining the length of any leave granted, will be within the discretion of Woodland Healthcare, consistent with applicable law.

Section C Eligibility for Leave

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

Section D Use of PTO and ESL During Leaves

Employees are required to use any accumulated ESL and/or accrued PTO, as applicable, in connection with leaves of absence granted pursuant to this Section.

Section E Leave Procedures

1. Request for Leave. Except in an emergency, requests for leaves of absence and any appropriate and/or required supporting information will be submitted by the employee to the Human Resources Department thirty (30) days in advance of the requested time off, or as much in advance as possible if the need is not known thirty (30) days in advance, on a form obtained from the Human Resources Department. Written approval or denial of the requested leave of absence will be given within fifteen (15) calendar days after submission of the request.

2. Emergency Leaves. In case of an emergency, the immediate supervisor will be notified immediately of the emergency and the reasons which require a leave, and the immediate supervisor will approve or deny the leave. If approved, and as soon as is possible thereafter, the employee will complete any necessary leave of absence application, and provide the required supporting information. Emergency leaves will be granted only for the reasons set forth in Subsections B.1., B.2., and B.3., above, and the granting of approval will not affect Woodland Healthcare's right to request subsequent verification of the reasons given when the leave was requested.

Section F Verification

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

Section G Return From Leave

Except as otherwise required by law, an employee who returns from a leave of absence in accordance with the terms of the approved leave date will be returned to the same position if the leave is for one hundred twenty (120) calendar days or less. An employee returning in accordance with the terms of an approved leave in excess of one hundred twenty (120) days will be returned to his/her position if it has not been permanently filled; otherwise (s)he will be assigned a vacant position as similar as is practicable to the one occupied prior to the leave of absence, and if no such employee vacancies exist as of the return date, the employee will be placed on lay off status. An employee returning from a medical disability leave, family/medical leave due to the employee's own disability, or Workers' Compensation leave, must provide the Human Resources Department with a clearance to resume duties from the employee's physician, as permitted by law, which clearance will be placed in the employee's health file.

Section H Failure to Return From Leave

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

Section I Performing Work While on Leave

Performing work for another employer during an authorized leave of absence that is similar in nature to the work performed for Woodland Healthcare constitutes cause for dismissal unless authorized in advance by the Human Resources Department. Such authorization will not be unreasonably withheld.

Section J Adjustment of Seniority Date and Anniversary Date

Except where otherwise required by law, if a leave of absence is in excess of one hundred twenty (120) calendar days, the employee's seniority date and his/her anniversary date for compensation purposes will be adjusted forward for the period of the leave that exceeds one hundred twenty (120) days. The employee will retain previously accrued or accumulated but unused fringe benefits, if any, but no such benefits will accumulate during the period of any unpaid leave.

ARTICLE 10

BEREAVEMENT LEAVE

When a death occurs in the immediate family of a benefited employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay to be taken within ninety (90) days of the death. Such leave shall not exceed the normal number of scheduled hours within a normal work-week. Non-benefited employees may be excused from work for up to three (3) days without pay within the ninety (90) calendar day period of death. Immediate family is defined as spouse, parents, step-parents, children, step-children, siblings, grandparents, grandchildren, current parent-in-law, or any other person living in the same household, or parent of any other person living in the same household. If an employee has no natural parents living, his / her legal guardian, if any may be deemed an alternative for the purpose of this Section.

The employee and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the employee shall use PTO or take an unpaid leave if his/her PTO is exhausted.

Requests for bereavement leave must follow the same process as outline in the Leave of Absence Article 9.

ARTICLE 11

JURY DUTY

Section A

An employee must notify his/her supervisor immediately upon receipt of a summons to report for jury duty. Employees summoned for jury duty are assigned to the weekday, day shift, for the duration of their obligation. Employees who are placed on telephone standby by the jury commissioner, subject to one hour's notice to report, are expected to report to work during periods of standby, if scheduled to do so, except that the Department Manager may waive this requirement where the nature of the work and the availability of personnel will not permit the employee to leave the place of work on short notice.

Section B

A Regular employee who has completed his/her probationary period and who is required to report for jury duty, or who is unable to work during periods of telephone standby, will be excused from work for the duration of the daily obligation and will receive, on days (s)he would otherwise have worked, an amount equal to his/her pay for the regular scheduled day. The employee must show proof of reporting for jury duty, as well as documentation of the fees received. This jury duty pay is based upon the regular work schedule of the employee, which means, for instance, that an employee who is scheduled to work two days a week, and who reports to jury duty on four days during that week, will only be paid for jury duty under this Section on the two days (s)he would have worked.

Section C

On any day in which an employee is released from his/her jury duty obligation in sufficient time to return to work for a minimum of one-fourth (1/4) of the scheduled shift, (s)he will do so.

Section D

In an emergency, an employee on jury duty may be required to work all or part of another shift on the same day; provided, however, that the employee will be compensated for any additional time worked. The time spent on jury duty, however, will not count as time worked for purposes of determining whether overtime premium is due for the hours actually worked.

Section E

Payment for jury duty as described in Section B., above, will only apply in the case of obligatory service, and will not apply to Regular employees who volunteer their services to be jurors on state or federal grand juries.

ARTICLE 12

HEALTH BENEFITS

Effective January 1, 2004, and for the remainder of this agreement, the Employer will provide eligible Regular Full-time and Regular Part-time employees with "flex dollars" in a sufficient amount: (1) to purchase his/her own coverage plus coverage for his/her dependents under the Western Health Advantage \$15 co-pay health plan or its replacement, VSP Vision Benefits or its replacement, and Delta Premier Dental or its replacement; (2) to purchase employee long term disability coverage with a benefit equal to 40% of the employee's base pay; (3) to purchase employee life insurance benefits equal to the employee's base pay (or \$10,000 for employees regularly scheduled to work less than 64 hours per pay period); and (4) to purchase accidental death and dismemberment coverage equal to the employee's base pay, if the employee

is regularly scheduled to work 64 or more hours.

The benefits provided under the FlexAbility Program are subject to the terms, conditions, limitations and other provisions of the FlexAbility Program and the respective plan documents, and the plans making up the FlexAbility Program may be altered, amended, discontinued, replaced or augmented; provided, however, that the Employer will notify the Union of such changes in advance, and will, upon request of the Union, meet to explain the changes and the reasons therefore.

ARTICLE 13

RETIREMENT

During the life of this Agreement, employees covered by this Agreement will be eligible to participate in the CHW Guaranteed Growth Account (GGA) in accordance with, and subject to the terms of, that plan.

Retiree Health Program

Beginning January 1, 2007, the Employer will provide the following retiree health benefit:

- A. An employee is eligible for the retiree health program if the employee has completed twenty (20) years of service at Woodland Healthcare and retires at the age of 62 or greater from CHW service. Years of service must include at least five years of continuous benefited service immediately preceding the date of retirement. A year of service is defined as a year in which the employee has worked at least one thousand (1000) hours within a calendar year.
- B. Beginning with the employee's date of hire, for each year worked, the Employer will credit a reimbursement account with a percentage of pay as indicated in the chart below:

| Age as of January 1 | Percent of Pay Credited to Account |
|---------------------|------------------------------------|
| Under 45 | 2.0% |
| 45 to 55 | 2.5% |
| 55 and over | 3.0% |

- C. This account may only be used to reimburse employees for eligible employee-only healthcare costs. (Eligible costs shall be those pre-tax reimbursements allowable under applicable IRS codes such as premium costs of Medicare Part B and the Medicare Rx Plan, etc.)
- D. The maximum total individual account is \$35,000.
- E. Upon retirement at age 65, the employee is eligible for reimbursement of the full amount

credited. If the employee retires between age 62 and age 64, the available reimbursement amount shall be reduced by five percent (5%) per year for every year before age 65.

ARTICLE 14

SCHEDULING

Section A **Posting of Schedules.**

Twenty-eight (28) day schedules of starting and quitting times and days off will be posted no less than thirteen (13) days in advance of the schedule.

Section B **Changes in Schedule.**

Once posted, the schedule will not be arbitrarily changed and, where practical, the Clinic will give employees fourteen (14) days' advance notice of a change in schedule. If, in the Employer's discretion, a change to the schedule is necessary the Employer shall make such changes by rotation commencing with reverse bargaining unit seniority within classification among employees who have equivalent skills and/or competencies.

Employees may change days off with other employees in their classification who have equivalent skills and/or competencies, provided overtime and other premium pay does not result, and so long as the change is approved in advance by his/her immediate supervisor in his/her discretion. Upon request by an employee, the Employer shall provide a hard copy of the posted schedule to the employee.

ARTICLE 15

ASSIGNMENT ACROSS BARGAINING UNIT LINES

The Employer may temporarily assign employees covered by this Agreement for full or partial shifts on a temporary or sporadic basis to perform services in a position not covered by this Agreement due to a temporary or unforeseen need, or to avoid daily cancellation of the employee, provided the employee is presently qualified to perform the work involved. Such assignment will not affect the employee's pay, benefit accruals or rights and status as an employee covered by this Agreement. If employees are utilized to fill a position for five (5) consecutive workdays, the Union will be provided with written notification.

ARTICLE 16

PERFORMANCE EVALUATIONS

Woodland Healthcare will evaluate the performance of employees, in writing or in other designated format, at the completion of their probationary period. Thereafter, the employee's performance will be evaluated annually. The evaluation will be discussed with the employee, and the employee will sign the evaluation to indicate that it has been reviewed with him/her. The employee's signature will not, however, be construed to indicate the employee's agreement with the evaluation and the employee may submit written comments concerning the evaluation, and is encouraged to do so. Any such written response will be attached to the evaluation, and placed in the employee's personnel file along with the evaluation. A copy of the evaluation will be given to the employee. Performance evaluations shall be subject to the grievance procedure when it contributes to disciplinary action.

ARTICLE 17

DISCIPLINE, DISCHARGE & TERMINATION

Section A **Probationary Period**

Employees will serve a probationary period during the first six (6) calendar months of employment, the first three (3) calendar months of employment in a new classification, or the first three (3) months of employment in a Regular or Limited Part-Time status in the same classification in the case of the initial conversion to such status by a Temporary or Casual/On Call employee. In the case of a new employee, during the probationary period disciplinary action (written warnings, unpaid suspensions, and discharges) may be taken for any reason without recourse by the employee or the Union to the Grievance and Arbitration Procedure, Article 18. In the case of a Temporary or Casual/On Call employee who has converted for the first time to Regular or Limited Part-Time status, if Woodland Healthcare determines in its judgment that the employee is not performing fully satisfactorily during the three (3) month probationary period, it may terminate the employee or return the employee to Casual/On Call status, and there will be no recourse to the Grievance and Arbitration Procedure. In the case of an employee who bids upon and is awarded a position in a different classification, if Woodland Healthcare determines in its judgment that the employee is not fully competent and/or is not performing satisfactorily during the three (3) month probationary period, Woodland Healthcare will have just cause to extend the probationary period or to remove the employee from the position, as it determines appropriate. An employee who is removed from his/her position during such probationary period or any extension thereof, may choose to elect from the following options in lieu of termination:

1. to return to his/her former position if it remains vacant and posted;
2. to bid upon any available position in his/her former classification and/or department for which (s)he is qualified, and receive preference over employees from other classifications and/or departments as applicable;

3. to bid upon any available position in another classification and/or department, as applicable (subject to another three (3) month probationary period); or
4. to take a Casual/On Call position in his/her former classification.

The three (3) month probationary period upon changing positions does not apply to:

1. reclassification of a position or positions due to changes in the duties of the position where the employee possesses the qualifications for the "reclassified" position;
2. to lateral transfers within the same classification and department;
3. to job title changes; or
4. to involuntary demotions between the paired classifications listed in the table set forth in Article 18, Section B.2.

Unless it involves a change from Temporary or Casual/On Call status to Regular status, an employee may not bid upon another position prior to completion of his/her probationary period without the prior approval of Woodland Healthcare. If an employee successfully bids upon another position during his/her probationary period, (s)he will serve another full probationary period.

Section B Discipline For Cause

Upon completion of the probationary period, disciplinary action concerning Regular employees will be for just cause, including disciplinary demotions and transfers. The foregoing does not preclude Woodland Healthcare from placing an employee on suspension without pay pending an investigation to determine whether disciplinary action is warranted. If it is determined that disciplinary action in the form of a suspension or discharge is not warranted, the employee will be paid for the regularly scheduled hours missed while on investigative suspension.

Section C Temporary and Casual/On Call Employees

Grievances may be filed pursuant to the Grievance and Arbitration Procedure, Article 18, on behalf of Temporary and Casual/On Call employees alleging violations of applicable contract provisions, but not for the purpose of challenging a disciplinary action taken against such an employee.

Section D Notice of Termination

A Regular or Limited Part Time employee with six (6) months or more of continuous service whose employment is terminated by Woodland Healthcare for reasons other than cause will receive one (1) week's prior notice of termination, or one week's pay based upon the employee's regular predetermined schedule in lieu thereof. A Regular or Limited Part Time employee with one (1) or more years of continuous employment whose employment is terminated by Woodland Healthcare for reasons other than cause will receive two (2) weeks' pay based upon the employee's regular predetermined schedule in lieu thereof. This requirement will not apply to

Temporary layoffs under Article 18, Section B.3.

ARTICLE 18

SENIORITY

Section A **Definition**

Seniority of employees will be defined as the length of continuous employment with the Employer, adjusted for: periods of employment in a Temporary or Casual/On Call status; periods of layoff; breaks in service due to a termination followed by rehire within twelve (12) months; and periods of leaves of absence in excess of one hundred twenty (120) days, except for military, Workers' Compensation, and federal or state family/medical care leaves.

Seniority and all related rights under this Agreement will be lost upon:

- (1) Resignation;
- (2) Termination for cause;
- (3) Layoff without reemployment for twelve (12) consecutive months;
- (4) Failure to return to work in accordance with the approved terms of a leave of absence.

Section B **Reduction In Force**

1. **Application of Seniority.** Woodland Healthcare will be the judge of an employee's qualifications and general skills, ability and performance. The principle of seniority will govern among Regular and Limited Part-Time employees in reduction of force and rehire, provided the employee meets the established competency and performance standards, and provided further that the remaining or rehired employee(s) has/have the qualifications, skills and ability to perform the position, and will accept the hours, scheduling, and location of the position(s).

2. **Permanent Layoffs.** A permanent layoff is a layoff anticipated by Woodland Healthcare to be for more than thirty (30) days. Layoffs will be by classification and department. Unless a suddenly-occurring unexpected event causes the layoff, employees being permanently laid off will receive fourteen (14) days' advance notice of such layoff, or pay in lieu thereof, in part or in whole. The Union will be given a copy of any written notification of layoff. After the use of Temporary Agency personnel is discontinued, Temporary employees will be the first employees to be laid off. When a Regular Full-Time employee is permanently laid off, or his/her position is eliminated, (s)he may elect to displace the most junior Regular Full-Time employee in his/her classification, department and shift. If there is no more junior Regular Full-Time employee in his/her classification, department and shift, then (s)he may displace the most junior Regular Full-

Time employee in his/her classification and department from the other shifts. The most junior Regular Full-Time employee may, in turn, displace the most junior Regular Part-Time employee in his/her classification, department and shift, and if there is none, the most junior Regular Full-Time employee may displace the most junior Regular Part-time employee from the other shifts. If there is no more junior Regular Part-Time employee, the most junior Regular Full-Time employee may displace the most junior Limited Part-Time employee in his/her classification, department and shift, and if there is no such employee, the most junior Limited Part-Time employee on the other shifts. An affected Regular Part-Time employee will have the same rights to displace other employees, first as among Regular Part-Time employees, then among Regular Full-Time employees, and then among Limited Part-Time employees. An affected Limited Part-Time employee will have the same rights among Limited Part-Time employees. In every case described above the affected employee must be senior to the "most junior" employee (s)he wishes to displace. Additionally, every displacement of one employee by another, as described above, is also subject to meeting the criteria set forth in Subsection B.1., above. Finally, if there is no more junior Limited Part-Time employee to displace, a Regular Full-Time, Regular Part-Time, or Limited Part-Time employee may elect to take a Casual/On Call position in his/her classification and department. If it deems it necessary to do so in order to meet staffing needs, Woodland Healthcare may reassign shifts, locations and schedules of the remaining employees, but will do so in the manner that offers the greatest opportunity to senior employees to lessen the impact on them, provided the needed qualifications, skills and abilities are present at all times. Woodland Healthcare will not be precluded from using Casual/On Call employees during a layoff to provide replacement coverage or for irregular increased staffing needs.

For purposes of permanent layoff described in this subsection, if an employee in one of the classifications listed in Column A, below, faces layoff or loss of a Regular position after exhausting the above-referenced process, (s)he may elect to displace a most junior employee in the corresponding classification(s) listed in Column B, below (in the order described where more than one corresponding classification is described in Column B), following the processes and limitations of this subsection and subsection B.1., above, as if the two classifications were the same.

| <u>Column A</u> | <u>Column B</u> |
|----------------------------|--|
| Sr. Rad Tech | Rad Tech |
| Spec. Proc. Tech | Rad Tech |
| C.T. Tech | Rad Tech |
| Pathologist Asst | (1) Lab Asst, (2) Phlebot./Cardiographer, (3) Phlebotomist |
| Lab Asst | (1) Phlebot./Cardiographer, (2) Phlebotomist |
| Phlebotomist/Cardiographer | Phlebotomist |

3. Temporary Layoffs. In the event Woodland Healthcare must temporarily reduce the number of employees, or the number of hours, due to operational or other reasons, for a period

of thirty (30) days or less, Woodland Healthcare will first ask for volunteers to take a day off without pay from among the employees assigned to that classification and work area on that day and shift. In the event there are no volunteers or an insufficient number of volunteers, Woodland Healthcare will cancel Temporary and Casual/On Call employees assigned to that classification and work area on that day and shift, in that order. If such cancellations are insufficient to meet the needs of Woodland Healthcare, Woodland Healthcare will then assign a day off without pay, on a rotating basis among the employees assigned to that classification and work area on that day and shift, provided that employees with the necessary qualification and skills and ability can be retained through such rotation on a given day. Where the need is known sufficiently in advance to do so, Woodland Healthcare will attempt to notify affected employees of the need for a day off without pay at least one (1) hour in advance of the employee's scheduled shift, and earlier if possible. The taking of such a day without pay will have no effect on a Regular employee's seniority or accrual/accumulation of benefits. Regular employees taking a day off will be permitted to use accrued PTO if they so choose. If the employee is later called in to work during that shift (s)he will be guaranteed a minimum of two (2) hours work or pay at his/her straight time rate plus shift differential and weekend premium if applicable, and if the employee has elected to utilize accrued PTO, PTO will be used only in an amount that is necessary to bring the employee's total hours paid to the amount that equals the hours for which the employee was originally scheduled. If the temporary layoff is anticipated to be for a period of one (1) week or more, an employee in a classification for which a float pool exists meets the qualifications for that float pool, (s)he may request to be placed in the float pool on those days (s)he is cancelled.

4. Break in Service. Twelve (12) calendar months on layoff status constitutes a break in service and the employee will have no further job rights under this Agreement. If the employee subsequently is rehired, it will be as a new employee.

5. Other Procedures. The parties may mutually agree upon a procedure to follow other than that set forth in Sections A. and B. where they deem it appropriate to do so.

Section C Permanent Vacancies

1. Posting of Vacancies. All permanent vacancies for positions covered by this Agreement will be posted for at least seven (7) calendar days. Interested employees will apply within this seven (7) day period. Copies of all such postings are available on the Woodland Healthcare website. In addition, each department will provide a copy of all new department-specific postings to the designated steward in the Lab and the steward in Radiology as they become available.

2. Filling Posted Vacancies

a. Woodland Healthcare will be the sole judge of an employee's qualifications, and has the right to select the best qualified applicant from those applying. "Qualifications" also include present skills and abilities to perform the job, and performance.

b. If two or more current employees are presently qualified and are judged

approximately equal in their qualifications to fill a vacant position, and they are the best qualified applicants then, as between those employees, the senior employee will receive the vacancy.

c. If no current employees or no current employees who are judged qualified, apply for a position within the three (3) day posting period, or if an applicant from outside the bargaining unit is determined to be the best qualified applicant for the vacancy, Woodland Healthcare may fill the vacancy from outside of the bargaining unit.

d. Nothing in this Section prohibits Woodland Healthcare from temporarily filling the vacancy during the posting and selection process if it deems.

3. Determination of Vacancies. Woodland Healthcare will determine whether a permanent vacancy exists, and its judgment will not be subject to the Grievance and Arbitration procedure, Article 19.

ARTICLE 19

GRIEVANCE AND ARBITRATION

Section A **Definitions**

1. Grievance. A grievance is defined as a dispute concerning the interpretation or application of any express provision of this Agreement, including disciplinary actions taken against an employee pursuant to this Agreement or Woodland Healthcare's personnel policies applicable to the employees covered by this Agreement.

2. Time Limits

a. As used in this Article the term "days" is defined as calendar days. The date of receipt by either party of a grievance form or arbitration request will not count toward calculation of the time period set forth in this Article.

b. The time period specified in this Article may be waived or modified at any time, but only by mutual written agreement of the parties, or by oral agreement with subsequent written confirmation signed by both parties within five (5) days after the oral agreement is reached. Unless waived or modified in accordance with the prior sentence, the time limits contained herein will be strictly construed. No grievance will be arbitral unless all the time limits have been met.

Section B **Procedure**

It is the shared view of Woodland Healthcare and the Union that most disputes should be resolved by informal, frank discussions between the employee and his/her immediate supervisor. Therefore, the employees must initiate such discussions prior to filing a formal complaint, and may elect to be accompanied by a Union Steward. If the result of these discussions is

unsatisfactory, the employee may elect to initiate the grievance resolution procedure set forth below.

Step 1: An employee or the Union may initiate the grievance resolution procedure by completing the Union grievance form (or a form agreed to by the parties) and submitting the original to the Human Resources Department within fourteen (14) days of the date upon which either the employee or the Union first became aware, or reasonably should first have become aware, of the events or circumstances which give rise to the grievance, except that in the case of a discharge, the grievance must be filed within seven (7) days of the date of discharge and will be initiated at Step 3. The grievance is to contain a clear and concise statement with respect to:

- a. The specific issue, situation or nature of the grievance (including dates/times);
- b. The reason(s) the employee or the Union considers management's action to be inappropriate;
- c. The specific provisions of this Agreement which the employee or the Union asserts have been violated;
- d. The resolution sought; and
- e. Whether the Union is requesting that Step 1 and Step 2 be bypassed, and if so, specifying the reasons.

Either party may request that Step 1 and/or Step 2 be bypassed for legitimate specified reasons, and the other party will not unreasonably withhold its agreement. Either party may request that a meeting to resolve the grievance take place during this ten (10) day period and such request shall be honored. The Department Manager or designee will respond in writing within ten (10) day period, or within five (5) days of the meeting if one is held, and, if s/he does not, the employee or the Union may appeal the grievance to Step 2, below.

Step 2: If Step 1 has been bypassed, or if the remedy or solution as originally requested has not been granted as a result of the prior step, or is not otherwise resolved, the employee or the Union may proceed by delivering a written statement indicating the intent to proceed to Step 2 to the Director responsible for the applicable department, or his/her designee, unless Step 2 has been bypassed by agreement, in which case the grievance will proceed directly to Step 3. The employee or the Union must submit this written request within ten (10) days after receipt of the Manager's or designee's response in Step 1, or within ten (10) days after the response period in Step 1 has passed without receipt of a response from the Manager or designee. Either party may request that a meeting be held to resolve the grievance during the five (5) day period following receipt of the written statement, and such request will be honored.

The Director, or his/her designee, will respond to the employee or the Union in writing within five (5) days of receipt of the written statement (within 10 days of receipt of the grievance

if the grievance is first heard at Step 2) or within five (5) days after the meeting, if one is held.

Step 3: If Step 1 and Step 2 have been bypassed, or if the remedy or solution as originally requested has not been provided as a result of the prior steps or the matter has not otherwise been resolved, the Union may elect to proceed further by delivering a written statement indicating the intent to proceed to Step 3 to the Human Resources Director. This written request must be submitted within ten (10) days of receipt of the Manager's or designee's written response, or within ten (10) days after the end of the response period in Step 2 if no response is received. In the case of a discharge grievance, the grievance will be filed at Step 3 and must be filed within seven (7) days of discharge. Either party may request that a meeting be held to resolve the grievance during the five (5) day period following the receipt of the written statement and such request shall be honored. The Human Resources Director, or his/her designee, will respond in writing to the grievance within five (5) days of receipt of the written statement/grievance (within ten (10) days of receipt of the grievance if the grievance is first heard at Step 3), or within five (5) days after the meeting, if one is held. If the Human Resources Director or designee does not respond within the specified time, the Union may elect to proceed to Step 4.

Grievances: If Woodland Healthcare believes that the Union has violated the provisions of this Agreement, it may file a grievance within fourteen (14) days after the date upon which the occurrence giving rise to the grievance occurred, or within fourteen (14) days after Woodland Healthcare becomes aware, or should reasonably have become aware, of the occurrence that gives rise to the grievance. The grievance will be mailed to the Union. Upon receipt, a designated representative of the Union will contact the Director of Human Resources in order to schedule a mutually convenient time to discuss the grievance. The parties will make every effort to expedite this meeting. After the meeting has occurred, the Union will respond in writing to Woodland Healthcare's grievance within five (5) days of the meeting. If the Union does not respond within the specified time period, Woodland Healthcare may proceed to Step 4.

Step 4. Mediation

If the grievance has not been resolved at Step 3, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the grievance and to avoid unnecessary use of the arbitration process.

- a. A request by either party for mediation must be made within fourteen (14) days of the Step 2 response
- b. The period for referring the grievance to arbitration will be stayed while the parties consider the mediation request
- c. Neither Dignity Health nor ESC will be bound by any recommendation of the mediator
- d. Either Dignity Health or ESC may terminate the mediation process immediately by written notice at any time
- e. The costs of mediation, if any, shall be shared equally by the parties
- f. Except in extraordinary circumstances the parties shall use FMCS Mediators

Step 5: If the remedy or solution as originally requested has not been provided as a result of the prior steps, or the prior step in the case of a Clinic or discharge grievance, and the grievance has not otherwise been resolved, the Union or Woodland Healthcare, as applicable, may proceed

by submitting a request to the other party for arbitration. The party requesting arbitration must submit the written request within twenty (20) days following the receipt of the Step 4 response, or the Union's response in the case of a Clinic grievance, or within twenty (20) days after the expiration of the five (5) day response period at the prior step if no response is received within that time period. A Clinic request for arbitration will be sent to the Union, and a Union request for arbitration will be sent to the Human Resources Department.

Selection of Arbitrator: In the event the Union and Employer cannot reach mutual agreement on an arbitrator within fifteen (15) days of receipt of a request for arbitration, the parties will jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, specifying arbitrators who reside in Northern California and who have experience in the health care industry. The parties will select an arbitrator by alternately striking a name from the list. The party who strikes first will be determined by mutual agreement of the parties, or, failing that, by lot.

Arbitration Hearing: After the arbitrator has been selected and notified, the arbitrator and the parties will make every effort to set a date, time and place for the hearing within one hundred twenty (120) calendar days after the selection of the arbitrator.

The fees and expenses of the arbitrator, the costs of a hearing room if rented outside of Woodland Healthcare facilities, and the cost of the court reporter for the hearing, which may be requested by either party if not required by the arbitrator, will be borne equally by the parties. Each party will bear their own expenses of representation and presentation of their case, including witnesses, and including the cost of any transcript for the party's own use.

In rendering his/her decision in disciplinary grievances, in assessing Woodland Healthcare's actions, the arbitrator's authority will be limited to interpreting the provisions of this Agreement, and the arbitrator has no authority to add to, subtract from, or change the Agreement in any way. Where the issue presented to the arbitrator concerns the suspension or discharge of an employee or employees, if Woodland Healthcare has satisfied its burden of proof that the facts or events upon which it acted occurred, unless the arbitrator makes a finding that the specific disciplinary action taken was arbitrary or capricious, or was invidiously discriminatory, the arbitrator will have no authority to substitute his/her judgment as to the discipline for that of Woodland Healthcare, or to set aside, modify or otherwise change the disciplinary action taken. The arbitrator's decision will be final and binding upon all parties concerned.

The arbitrator will have no authority to render a decision or an award regarding any action or inaction by Woodland Healthcare or the Union that occurred outside of the time limits set forth in this Article (i.e., that occurred more than seven (7) days prior to the submission of a written grievance by the employee or the Union, or more than fourteen (14) days prior thereto in the case of a grievance filed by Woodland Healthcare).

Section C No Strike/No Lockout: There will be no stoppages, slowdowns, interruptions of work, strikes, sympathy strikes or other forms of concerted disruption or interference by the Union or by employees, nor will there be lockouts by Woodland Healthcare, during the life of this Agreement. Further, during the life of this Agreement the Union and the employees agree that they will not engage in any sympathy strike, namely, the employees will come to work and perform their customary services notwithstanding the presence of any picket line of the Union or any other labor organization involving a dispute with respect to other employees of the Employer not covered by this collective bargaining agreement.

ARTICLE 20

EMPLOYEE PERSONNEL FILES

Section A Employee Access

An employee may inspect his/her own personnel file at reasonable times upon his/her request.

Section B Union Access

With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and on the employee's written authorization, the Union may inspect at reasonable times relevant material in the employee's personnel file upon which Woodland Healthcare is or will be relying.

ARTICLE 21

UNION STEWARDS

Section A Selection of Stewards

Woodland Healthcare agrees to recognize not more than five (5) Union stewards designated by the Union, one (1) of whom will be designated by the Union as the Chief Steward for the Diagnostic Imaging Department and one (1) of whom will be designated by the Union as the Chief Steward for the Laboratory. Upon selection of a Union steward, the Union will advise the Human Resources Director, in writing, of the employee so designated and of whether the employee so designated is a Chief Steward. Any employee designated as Union steward will be a current employee of Woodland Healthcare, currently on the payroll, and currently working on a job clearly covered by this Agreement at the time of appointment and at the time of the performance of any steward functions.

Section B Limitations On Steward Activities

Except for the Chief Stewards, or, with respect to other stewards, as otherwise agreed in advance by the Department Manager or designee, a Union steward will perform his/her steward duties during non-working hours or on his/her own time. Before engaging in such activities on work time, any Union steward must notify the steward's immediate supervisor. A Union steward will also inform his/her immediate supervisor upon the steward's return to work. The activities of any Union steward will not interfere with his/her assigned duties, with those of any other employee, or with the operations of Woodland Healthcare. Woodland Healthcare telephones may be utilized for Union business, provided, however, that such utilization will be in accordance with the requirements set forth in this Section, and provided that any long distance telephone calls be made as collect calls. In each case, the Union steward will only deal with those representatives of Woodland Healthcare designated to handle the grievance brought. Woodland Healthcare is only required to deal with one Union steward on any matter, unless it agrees otherwise.

Section C Duties

The duties of the Union steward will be limited to the following:

1. Participation in investigatory meetings at an employee's request;
2. The presentation of grievances to Woodland Healthcare in accordance with the provisions of Article 18 of this Agreement; and
3. Participation with Union officials and/or an aggrieved employee in meetings with Woodland Healthcare involving a grievance.

Section D No Interruption Of Work Duties

Even though a grievance may be involved, the Union steward will at all times advise employees to follow the orders and directions of their supervisors and will at no time advise or direct an employee to disregard the orders or directions of a supervisor.

Section E Bargaining Committee

For Bargaining Negotiations, up to four (4) employees may be appointed or elected to the Union Negotiating Committee and shall be eligible to be fully compensated by the employer for up to five work days missed because of their attending negotiating meetings and mutually agreed upon caucus time on those days. The compensation to be paid to committee members by the employer for work days missed shall include the employee wages, differentials, payment of health premiums, PTO accruals, seniority accruals and any coverage for which the employee is otherwise eligible. Time spent in negotiating meetings or caucuses will not be considered time worked for the purposes of overtime calculation. The Union shall notify the Employer at least two (2) weeks in advance of the first negotiating meeting of the names of the committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least

twenty-four (24) hours prior to any meeting of any changes in the committee for such meetings.

Section F Steward Training

The Employer agrees to support union steward training and education. Five (5) stewards will be given eight (8) hours twice a year to participate in training and development activities. Release time will be given subject to operation needs. The Stewards, as designated by the Union shall be compensated at straight-time pay for attendance. Attendance at Steward Meetings will not be considered "time worked" for purpose of overtime calculation.

ARTICLE 22

UNION VISITATION

A duly authorized Union representative will be permitted to enter upon the Employer's premises, at reasonable times, for the purpose of hearing or dealing with employee complaints; provided that, whenever possible, the Union representative will personally advise a representative of the Human Resources Department by telephone twenty-four (24) hours in advance of the date and time of the intended visit, and, if not possible, as much in advance as possible. Alternatively, the Union representative may satisfy the notice requirements by tele-faxing the Director of Human Resources or with the designated management representative at satellite locations (the names of such representatives will be provided to the Union) and, if after hours, the Union representative will check in with the nursing administrative supervisor (by telephone if the visit is to a satellite location).

Such visits will not be conducted in a manner so as to interfere with the duties of any employee or the operation of Woodland Healthcare. The Union representative will not be allowed into areas where Clinic employees are not employed (except for those areas to which the general public has customarily had access, provided they are not areas used for patient treatment), or in any areas which are primarily for patient use or treatment, which contain Woodland Healthcare and/or patient records (except the Business Office), without the permission of the Director of Human Resources. The Union representative will not hold meetings with employees in such public areas. However, when possible, Woodland Healthcare will provide a duly authorized Union representative the use of a private office to confer with employees. In the event that a Union representative desires to meet with an employee during such employee's working hours, (s)he should notify Human Resources as far in advance as possible. That employee may be excused from his/her duties to meet with the Union representative if it is reasonable to allow the employee to be away from his/her duties at that time. Whenever the representative is entering a work area, (s)he will wear an identification badge indicating (s)he is an "ESC Representative." The Union representative will treat all employees, management personnel and agents of the Clinic with respect and dignity and the Clinic's management personnel will, likewise, treat the Union representative, Stewards and Union members with respect and dignity. Any form of harassment

by representatives of either party is strictly prohibited.

Disregard for any provisions of this Section may result in the Employer's denial of access to a particular Union representative.

ARTICLE 23

BULLETIN BOARDS

The Employer will furnish a bulletin board, to be used only for Union business, in the Woodland Healthcare Laboratory (in the hallway between Pathology and Microbiology. Notices posted will be submitted first to the Human Resources Department prior to posting and will be limited to official notices of Union business or meeting which do not contain editorial comment. Postings elsewhere in the Employer's facilities, whether by Union representatives, stewards or employees are strictly prohibited, and may be grounds for disciplinary action.

ARTICLE 24

SAFETY

Woodland Healthcare will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety laws and the regulations of Woodland Healthcare. In the event any safety or health hazard is detected, it will be promptly reported to the Employer's Safety Officer. Woodland Healthcare will then have a reasonable period of time to remedy the situation. If, in the judgment of the employee or the Union, Woodland Healthcare thereafter fails to remedy the situation completely, the employee or the Union will be free to contact the Industrial Safety Commission of the State of California for appropriate action. There will be no adverse action taken against any employee for such report. Disputes concerning conditions of health and safety within Woodland Healthcare will not be subject to the Grievance and Arbitration Procedure of this Agreement but will be subject to the applicable administrative procedure established by federal and California laws.

ARTICLE 25

NO SMOKING

Smoking is not permitted on the Employer's premises, except in designated outdoor areas.

ARTICLE 26

PARKING

Employees will park their vehicles only in places designated for employee parking, and will comply with all parking rules.

ARTICLE 27

DRUG-FREE WORKPLACE

Woodland Healthcare and the Union agree that the interests of the patients, the Employer and the employees are all best served by the maintenance of a drug-free workplace. To that end, Woodland Healthcare may conduct drug testing of employees based upon reasonable suspicion or after the occurrence of a workplace accident or injury in accordance with Woodland Healthcare's policy.

ARTICLE 28

FULL AGREEMENT

The express provisions contained in this Agreement constitute the full and exclusive agreement between the Union and Woodland Healthcare. This Agreement is executed for the purpose of conclusively determining Woodland Healthcare's obligations during the term of this Agreement on any and all issues concerning wages, hours and other terms and conditions of employment, including issues which were raised, or which could have been raised, during the negotiations leading to this Agreement.

ARTICLE 29

SAVINGS CLAUSE

In the event that any term or provision of this Agreement is determined or declared to be illegal or void, or in contravention of the applicable law, ruling or regulation of any governmental agency or authority of jurisdiction, all other provisions of this Agreement will remain in full force and effect. If and when any term or provision is determined or declared to be illegal or void, as described above, the parties will meet promptly to negotiate the substitution of a term or provision which will be legal.

ARTICLE 30

PERSONNEL POLICIES

The Employer's personnel policies will continue to apply to covered employees, provided they are not in conflict with this Agreement or unreasonable. In the event the Employer intends to change an existing personnel policy or create a new personnel policy that will change a term or condition of employment of covered employees, the Employer will provide the Union at least fifteen (15) days notice and an opportunity to meet and discuss the intended change(s).

Covered employees will receive a copy of any revised policies, a copy of the employee handbook, and a copy of any individual written revisions to the handbook. A copy will also be forwarded to the Union.

ARTICLE 31

TERM OF AGREEMENT

This Agreement will become effective at Ratification, except when another date is specifically provided elsewhere in this Agreement, and will continue in effect through March 1, 2018. Beginning with February 28, 2016, this Agreement will be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing upon the other party, not less than ninety (90) calendar days prior to February 28, 2018 or any anniversary date thereof, of its desire to terminate or amend this Agreement.

Effective March 1, 2018 merge the ESC and Dignity Health/Woodland Collective Bargaining Agreement with the ESC and Dignity Health Collective Bargaining Agreement covering Methodist Hospital of Sacramento, Mercy Hospital of Folsom, Mercy San Juan Medical Center, and Mercy General Hospital which includes professional and non-professional units. The parties agree to initiate bargaining no later than October 31, 2017 to allow time for ample discussion on all topics including displacement protections.

ARTICLE 32

LEAP/COPE CHECK-OFF

A The Employer hereby agrees to honor contributions deduction authorizations from its Employees who are Union members for ESC Local 20's Labor Education Acton Program (LEAP/COPE).

B. The Union will hold the Employer harmless against any claim which may be made by any

person by reason of the LEAP/COPE deductions described herein, including the cost of defending such a claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 33

JOB EMPLOYMENT SECURITY

A) Employment and Income Security

The parties acknowledge a common goal and intent of providing employment and income security to employees. Insofar as practicable, the Employer will make every effort to avoid displacing employees, i.e., reduction in force, reduction in hours, daily cancellation, and job elimination on a temporary, indefinite, or permanent basis. As such, it is the objective of the parties to avoid the displacement of any Dignity Health employee, but recognize that this may not always be possible. In the event that redeployment of staff is unavoidable the Employer will make use of attrition, growth of business, hiring freezes, reduction in hours, change in shift, leaves of absences, training, voluntary severance, job transfers, placement at other Dignity Health facilities, and other mechanisms agreed upon by the parties.

In order to benefit from this mutual intention, employees must be willing to participate in the available displacement opportunities. A displacement opportunity is defined as an offer of employment by Dignity Health in any position for which the employee is competent and/or licensed to perform the duties, consistent with the terms of Article 18, Section B1 and is comparable in hours (except that an employee may be offered a vacancy with fewer scheduled hours), pay, and benefits and is within a reasonable geographic area. Regular full and part time employees who are not offered a displacement opportunity, will receive severance pay as outlined below.

B) Severance Pay

Regular full-time and Regular Part-time employees, who are laid off in accordance with this Article, will receive severance pay, in a lump sum, according to the schedule following:

| Service | Severance |
|---------------------------------------|-------------|
| Less than 1 year | 2 weeks pay |
| At least 1 year but less than 2 years | 3 weeks pay |
| At least 2 year but less than 3 years | 4 weeks pay |
| At least 3 year but less than 4 years | 5 weeks pay |
| At least 4 year but less than 5 years | 6 weeks pay |
| At least 5 year but less than 7 years | 7 weeks pay |
| At least 7 year but less than 9 years | 8 weeks pay |

| | |
|---|--------------|
| At least 9 year but less than 10 years | 9 weeks pay |
| At least 10 year but less than 15 years | 12 weeks pay |
| At least 15 years | 15 weeks pay |

Regular Part-time employees will receive severance pay, per the schedule above, prorated in direct proportion to their current scheduled hours as noted on the time card.

C) General Severance Provision:

- 1) Severance is calculated as weeks of pay for regularly scheduled work at the employee's most recent base salary level but does not include overtime or any other non-salary payments.
- 2) To receive severance pay, the employee must sign a general release prepared by the Employer waiving all claims against the Employer, including but not limited to claims under this Agreement, claims under Title VII, Age Discrimination in Employment Act ("ADEA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), etc.
- 3) An employee's signing of a general release for receipt of severance pay will not preclude the Union's ability to grieve the employee's layoff or rehire rights pursuant to the terms of the Agreement. In the event an arbitrator awards back-pay, any severance monies paid will offset any such award.
- 4) Additionally, the union and the Employer will make a good faith effort to reach agreement regarding layoff. If the parties are not able to reach agreement, the Employer may implement and the Union may, within fifteen days of the effective date of the layoff, submit the dispute to expedited arbitration for final and binding resolution.
- 5) Effective beginning the date of this Agreement, an employee who is laid off; receives severance pay and is returned to work before the period which severance pay is covered, shall, if subsequently laid off, only receive severance pay based on their length of service the period from their date of reemployment.
- 6) These severance provisions will not apply in the case of the sale of all or part of a covered entity where the purchaser extends a job offer to unit employees and there is no closure of the entity.

D) Benefits

Laid off employees who are covered by Employer sponsored Health Insurance will be covered until the last day of the calendar month in which the thirty (30) day notice period ends. The Employer also will pay affected employees a lump sum equivalent of two months premiums for COBRA coverage for health, dental and vision insurance for affected employees.

E) Re-employment from layoffs

- 1) Employees on layoff status may bid on any vacant position, and if they meet the qualifications, competencies, performance standards and experience for the vacancies, as required by the job description and/or posting, and the positions are not filled by an active employee, the employee on layoff status will receive preference over outside applicants. Among such qualified employees on layoff status, the vacancy will be awarded to the most senior rehire applicant.
- 2) An employee in layoff status who accepts a temporary position with the Employer will remain in layoff status during the temporary assignment, subject for a twelve (12) month period.
- 3) An employee's unused sick leave will be reinstated if the employee resumes work during the reemployment period.

ARTICLE 34

CHANGE IN OWNERSHIP

In the event of a merger, sale, closure or other transfer of ownership of its operations in whole or in part, the Employer shall notify the Union in writing at least ninety (90) days prior to taking action. The Employer shall meet at the Union's request to engage in good faith bargaining over the impact of such change.

ARTICLE 35

JOINT LABOR MANAGEMENT COMMITTEE

A. Composition and Purpose

- a. The Joint Labor Management Committee will be formed for the purpose of reviewing, discussing, and resolving issues of mutual concern to the parties. Such issues of mutual concern may include, but are not limited to, Scheduling, Break Coverage, etc.
- b. There shall be a Joint Labor Management Committee of no more than four (4) Management representatives appointed by the Employer and no more than four (4) Union representatives appointed by the Union. These numbers are in addition to any Union staff or Human Resource Representative identified to participate.
- c. The parties shall advise each other in writing of appointments to the Committee, and on written notice to the other, the Union and/or the Employer may change its

Representatives on the committee from time to time.

B. Compensation

If an employee committee member is regularly scheduled to work during the time in which the Committee meeting is held, the employee representative on the Committee shall be compensated at straight-time pay for attendance at Committee meetings up to a maximum of two (2) hours per employee per every month. Attendance at Committee Meetings will not be considered "time worked" for the purpose of overtime calculation.

C. Frequency of Meetings

Meetings of the Committee shall not be held more than once every two (2) months except by mutual agreement.

D. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article 19, Grievance & Arbitration. However, this Paragraph shall not prevent an employee, the Union, or the Employer from subsequently pursuing an otherwise grievable issue through Article 19, Grievance & Arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____.

**ENGINEERS AND SCIENTISTS OF CALIFORNIA,
LOCAL 20, IFPTE,
AFL-CIO/CLC**

WOODLAND HEALTHCARE

Michael Aidan
Senior Union Representative

Marvin O'Quinn
SEVP & COO

Nancy Ostrowski
ESC Labor Representative

Will Owens
Human Resources Director, Woodland Healthcare

Bargaining Committee Member

Karen Smith
Regional Director, Lab

Bargaining Committee Member

Rena Bugge
Senior Director, ELR

Bargaining Committee Member

Richard Robinson
Employee and Labor Relations Director

Bargaining Committee Member

Appendix A Wage Ranges

Effective July 2016

| Position Description | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------------------------|--------|--------|--------|--------|--------|--------|
| ASSISTANT, LAB SUPPORT SERVICES | 19.25 | 19.75 | 20.26 | 20.68 | 21.27 | 21.86 |
| ASSISTANT II, LAB SUPPORT SERVICES | 20.22 | 20.74 | 21.28 | 21.72 | 22.33 | 22.95 |
| CLINICAL LAB SCIENTIST | 46.80 | 48.20 | 49.62 | 51.12 | 52.65 | 54.24 |
| DARKROOM TECH | 18.13 | 18.59 | 19.07 | 19.45 | 19.89 | 20.38 |
| DEPT CLERK | 17.93 | 18.38 | 18.86 | 19.17 | 19.62 | 20.06 |
| LAB AIDE | 18.30 | 18.74 | 19.24 | 19.55 | 20.01 | 20.46 |
| LAB ASSISTANT | 22.41 | 22.99 | 23.56 | 23.96 | 24.63 | 25.29 |
| LAB ASSISTANT - LEAD | 24.66 | 25.29 | 25.94 | 26.34 | 27.10 | 27.82 |
| MRI TECHNOLOGIST | 44.50 | 45.68 | 46.84 | 47.58 | 48.61 | 50.31 |
| NUCLEAR MED TECH | 44.50 | 45.68 | 46.84 | 47.58 | 48.61 | 50.31 |
| PATHOLOGIST ASST | 25.46 | 26.10 | 26.74 | 27.20 | 27.97 | 28.71 |
| PATHOLOGIST ASST II | 26.72 | 27.41 | 28.09 | 28.56 | 29.37 | 30.14 |
| POS/SCHEDULER | 19.64 | 20.15 | 20.67 | 21.09 | 21.70 | 22.30 |
| RADIOLOGY TECHNOLOGIST | 39.18 | 40.21 | 41.25 | 42.16 | 43.48 | 44.79 |
| RADIOLOGY TECHNOLOGIST - LEAD | 48.59 | 49.87 | 51.15 | 52.32 | 53.94 | 55.69 |
| RADIOLOGY TECHNOLOGIST, SR | 41.52 | 42.62 | 43.71 | 44.71 | 46.10 | 47.46 |
| SCHEDULER | 18.51 | 18.99 | 19.45 | 19.83 | 20.35 | 20.87 |
| SPECIAL PROCEDURE TECH | 44.07 | 45.19 | 46.47 | 48.67 | 50.86 | 53.05 |
| TECHNICIAN ASSISTANT | 18.67 | 19.15 | 19.65 | 20.05 | 20.48 | 21.00 |
| ULTRASOUND TECH | 44.50 | 45.68 | 46.84 | 47.58 | 48.61 | 50.31 |
| ULTRASOUND/VASCULAR TECH | 46.10 | 47.29 | 48.61 | 50.92 | 53.37 | 55.52 |

Effective May 2017

| Position Description | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------------------------|--------|--------|--------|--------|--------|--------|
| ASSISTANT, LAB SUPPORT SERVICES | 19.64 | 20.15 | 20.67 | 21.09 | 21.70 | 22.30 |
| ASSISTANT II, LAB SUPPORT SERVICES | 20.62 | 21.15 | 21.71 | 22.15 | 22.78 | 23.41 |
| CLINICAL LAB SCIENTIST | 47.74 | 49.16 | 50.61 | 52.14 | 53.70 | 55.32 |
| DARKROOM TECH | 18.49 | 18.96 | 19.45 | 19.84 | 20.29 | 20.79 |
| DEPT CLERK | 18.29 | 18.75 | 19.24 | 19.55 | 20.01 | 20.46 |
| LAB AIDE | 18.67 | 19.11 | 19.62 | 19.94 | 20.41 | 20.87 |
| LAB ASSISTANT | 22.86 | 23.45 | 24.03 | 24.44 | 25.12 | 25.80 |
| LAB ASSISTANT - LEAD | 25.15 | 25.80 | 26.46 | 26.87 | 27.64 | 28.38 |
| MRI TECHNOLOGIST | 45.39 | 46.59 | 47.78 | 48.53 | 49.58 | 51.32 |
| NUCLEAR MED TECH | 45.39 | 46.59 | 47.78 | 48.53 | 49.58 | 51.32 |
| PATHOLOGIST ASST | 25.97 | 26.62 | 27.27 | 27.74 | 28.53 | 29.28 |
| PATHOLOGIST ASST II | 27.25 | 27.96 | 28.65 | 29.13 | 29.96 | 30.74 |
| POS/SCHEDULER | 20.03 | 20.55 | 21.08 | 21.51 | 22.13 | 22.75 |
| RADIOLOGY TECHNOLOGIST | 39.96 | 41.01 | 42.08 | 43.00 | 44.35 | 45.69 |
| RADIOLOGY TECHNOLOGIST - LEAD | 49.56 | 50.87 | 52.17 | 53.37 | 55.02 | 56.80 |
| RADIOLOGY TECHNOLOGIST, SR | 42.35 | 43.47 | 44.58 | 45.60 | 47.02 | 48.41 |
| SCHEDULER | 18.88 | 19.37 | 19.84 | 20.23 | 20.76 | 21.29 |
| SPECIAL PROCEDURE TECH | 44.95 | 46.09 | 47.40 | 49.64 | 51.88 | 54.11 |
| TECHNICIAN ASSISTANT | 19.04 | 19.53 | 20.04 | 20.45 | 20.89 | 21.42 |
| ULTRASOUND TECH | 45.39 | 46.59 | 47.78 | 48.53 | 49.58 | 51.32 |
| ULTRASOUND/VASCULAR TECH | 47.02 | 48.24 | 49.58 | 51.94 | 54.44 | 56.63 |