COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SETON HOSPITAL

AND

ENGINEERS AND SCIENTISTS OF CALIFORNIA

LOCAL 20, IFPTE

February 9, 2016 through March 31, 2017

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ARTICLE 1

RECOGNITION

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

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

ARTICLE 2

COVERAGE

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

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

ARTICLE 3

MANAGEMENT RIGHTS

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

expectations; to establish work standards and reasonable rules and regulations; and to specify or assign work requirements and overtime, and to schedule working hours and shifts.

PROBATIONARY PERIOD

A. Probationary Period, as discussed in this section, shall apply to any employee hired after the date of ratification of this Agreement. Regular Full-Time and Part-Time Employees shall be on probation for ninety (90) calendar days following their date of hire. All other employees shall be on probation for 135 calendar days or the completion of sixty-five (65) shifts, whichever occurs first, after date of hire.

B. At its sole discretion, the Employer may terminate the employment of any probationary Employee and such termination shall not be subject to the grievance procedure of this Agreement.

C. The probationary period may be extended by an additional thirty (30) days. The Employer may extend the probationary period beyond the additional 30 days.

D. At the completion of the probationary period, seniority dates shall be from the Employee's most recent date of hire into a bargaining unit position by the Employer.

ARTICLE 4

MEMBERSHIP

Section 1. MAINTENANCE OF MEMBERSHIP

A. All Clinical Laboratory Scientists covered by this Agreement who, on the effective date of this Agreement are members of the Union, or who become members of the Union subsequent to the effective date of this Agreement, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.

B. Clinical Laboratory Scientists who are requested to maintain membership and fail to do so shall, upon notice in writing from the Union to Hospital, be given thirty (30) days' notice of termination, or shall be allowed to resign with proper notice to Hospital.

Section 2. AGENCY SHOP

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

Section 3. NEW CLINICAL LABORATORY SCIENTIST NOTICE

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

Section 4. LIST OF COVERED CLINICAL LABORATORY SCIENTISTS

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

Section 5. USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use Clinical Laboratory Scientist social security numbers for its valid business purposes relating to its record keeping and dues collection functions only and agrees that it will use its best efforts to keep Clinical Laboratory Scientist social security numbers confidential.

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

Section 6. INDEMNIFICATION

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

ARTICLE 5

PAYROLL DEDUCTION OF UNION DUES AND LEAP

Section 1. PAYROLL DEDUCTION

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

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

Section 2. DUES DEDUCTION INDEMNIFICATION

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

Section 3. LEAP

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

ARTICLE 6

NON-DISCRIMINATION

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

ARTICLE 7

CLASSIFICATIONS AND WAGES

Placement on the Wage Schedule will be based on years of experience as a Clinical Laboratory Scientist and years of service, when applicable.

Clinical Laboratory Scientist I: CLS with less than 4 years of experience as a CLS are classified as CLS I and his/her wage step will be determined on the number of years of experience.

Clinical Laboratory Scientists II: CLS with 4 or more years of experience as a CLS are classified as CLS II and his/her wage step will be determined on the number of years of experience and service in the classification.

Clinical Laboratory Lead:

- Minimum four years laboratory experience and classified as lead
- Current California CLS (Clinical Laboratory Scientist) license required
- Specialty registration preferred

Per Diem Clinical Laboratory Scientists are paid 15% of their classification straight time hourly rate "in lieu of benefits." The current in lieu benefits differentials are 15% higher than the base rate for employees. These differentials are over and above the straight time rates set for Regular Full-time and Regular Part-time employees in the Agreement. Such compensation differential for "in lieu of benefits" employees has been bargained for and is intended to cover all benefits included additional paid time off for sick leave or other reasons. The parties agree that the "in lieu benefits" pay provision does cover the paid sick leave provisions, as legislated under California Labor Code Section 245.5 (a)(1). Any and all other rights an employee may be entitled to under California Labor Code Sections 245-249 are hereby waived in exchange for this in lieu of pay differential.

4% between steps 1-4, 8% when moving from CLS1 to CLS2, 3% longevity at year 10 and year 15. Lead - add 10%, per diem = 15%

	Step 1	Step 2	Step 3	Step 4	Step 5	10 yr Step 6	15 yr Step 7
CLS	41.96	43.64	45.38	47.20			
CLS2	47.13	49.01	50.97	53.01	55.13	56.79	58.49
CLS lead	51.84	53.91	56.07	58.31	60.65	62.47	64.34

For new CLS, reaches top pay after 6 years, except for longevity

Progression (each year):

CL5 1-1	
CLS 1-2	after 1 year
CLS 1-3	after 2 years
CLS 1-4	after 3 years
CLS 2-3	after 4 years
CLS 2-4	after 5 years
CLS 2-5	after 6 years
CLS 2-6	after 10 years
CLS 2-7	after 15 years

Step Advancement

(1) Step Advancement will normally be done on the members' anniversary date for steps 2-5 or after 12 months at the prior step,

(2) Step Advancement for Step 6 will be upon the beginning of the members' 10th year of employment or after 5 years at step 5.

(3) Step Advancement for Step 7 will be upon the beginning of the members' 15th year of employment or after 5 years at step 6.

(4) Upon hire, a new member shall be given up to 1 year of service credit for every 1 year of verifiable experience, as a CLS, within the past 10 years and shall be hired no higher than CLS II, Step 5.

Advancement to CLS II

A CLS I, who after at least one year as a CLS I at Step 4, shall receive a competency evaluation. Upon receipt of a satisfactory competency evaluation, the member will be promoted to CLS II. The competency evaluation shall review the members' knowledge, skill and technical ability related to the members' role. If the member receives a less than satisfactory competency evaluation, the member shall be informed of the basis of the denial for advancement to CLS2.

[INTENTIONALLY BLANK]

Per Diem Advancement

No Per Diem shall advance to the next step until the Per Diem has worked at least 400 hours at his/her current step. In no event shall the Per Diem member advance steps prior to his/her 12 month anniversary date.

ARTICLE 8

CLASSIFICATIONS

Section 1. FULL-TIME DEFINED

A full-time Clinical Laboratory Scientist is one who is regularly scheduled to work at least eighty (80) hours within a bi-weekly period.

Section 2. PART-TIME DEFINED

A regularly scheduled part-time Clinical Laboratory Scientist is one who is regularly scheduled to work a minimum of forty (40) hours but less than eighty (80) hours within a bi-weekly period.

Section 3. LIMITED PART-TIME DEFINED

A limited part-time Clinical Laboratory Scientist is one who is regularly assigned a work schedule of less than 20 hours per week.

Section 4. TEMPORARY DEFINED

A temporary Clinical Laboratory Scientist is one who is hired to work for a period of time which does not extend beyond six (6) consecutive calendar months. Any Temporary Clinical Laboratory Scientist who works continuously for over six (6) consecutive months shall be reclassified to a regular Clinical Laboratory Scientist status except when replacing another Clinical Laboratory Scientist who is on an approved leave.

Section 5. PER DIEM DEFINED

A Per Diem Clinical Laboratory Scientist is one who is employed on an intermittent basis as required by Hospital.

ARTICLE 9

WEEKENDS

Working a weekend is defined as working on both Saturday and Sunday and, on the night shift, it shall be Friday and Saturday. No Clinical Laboratory Scientist shall be required to work more than three (3) consecutive weekends. If, due to emergency or operational circumstances, it becomes necessary for a Clinical Laboratory Scientist to work more than three (3) consecutive weekends, s/he shall be provided with two consecutive weekends off. Where mutually agreed to in writing, Clinical Laboratory Scientists may elect to work more consecutive weekends. This article does not apply to Clinical Laboratory Scientists who are hired into or who bid into weekend positions, or positions that are posted as including more than every other weekend.

ARTICLE 10

SHIFT DIFFERENTIALS

Section 1. PM DIFFERENTIAL

Effective April 30, 2014 a differential of three dollars and 75 cents ($3.75) per hour shall be paid on top of a Clinical Laboratory Scientist's straight time hourly rate when scheduled and performing work on the PM shift defined as any shift on which the majority of hours fall between 3 pm and 11 pm.

Section 2. NIGHT DIFFERENTIAL

Effective April 30, 2014, a differential of five dollars ($5.00) per hour shall be paid on top of a Clinical Laboratory Scientist's straight time hourly rate when scheduled and performing work on the night shift defined as any shift on which the majority of hours fall between 11 pm and 7 am.

Section 3. WEEKEND SHIFT DIFFERENTIAL

For all hours worked on weekend shifts the Clinical Laboratory Scientist will be paid an additional shift differential in the amount of $1.50 per hour on top of his/her hourly rate and any applicable PM or night shift differential. For purposes of this section, a weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

ARTICLE 11

OVERTIME

Section 1. DAILY COMPENSATION

The following Overtime Premiums are available for all time worked in a work week, as defined above.

A. Time worked over eight (8) hours in a day shall be paid at time-and-one-half (1.5 x) the Employee's regular rate of pay.

B. All work in excess of eight (8) hours per day, forty (40) hours per week or eighty (80) hours per pay period shall be paid at the rate of one and one half times (1.5 x) the regular rate of pay.

C. Work in excess of twelve (12) hours shall be compensated at the rate of two (2 x) times the regular rate of pay.

D. Time worked on the 7th consecutive day in a work week shall be paid at time-and-one-half (1.5 x) the Employee's regular rate of pay for the first eight hours of work and two times (2 x) the Employee's regular rate of pay for all hours after the first eight hours of work.

Section 2. AUTHORIZATION OF OVERTIME

All overtime worked by an Employee shall be authorized in advance, unless it is not possible to secure authorization in advance due to the emergency of a situation. The Employee shall record the overtime on the day overtime is worked, the reasons therefor, and the supervisor authorizing the overtime (if any), on a record as specified by the Hospital.

Section 3. REST BETWEEN SHIFTS

If an Employee does not have twelve (12) hours rest between shifts she/he works, she/he will receive time and one half (1-1/2) for all hours worked until twelve (12) hours have elapsed from the completion of her/his preceding shift worked. An Employee may waive the twelve (12) hours rest between shifts to eight (8) hours rest between shifts provided that the Employee provides his/her supervisor with a written waiver. Time for which any premium pay is paid shall count as rest time for purposes of this paragraph.

Section 4. REPORTING PAY

An Employee who reports for a scheduled shift without notice that the shift has been canceled and is not provided with work for at least half of the scheduled hours shall be entitled to be paid for half the scheduled hours which in no case will be less than a minimum of two (2) hours.

ARTICLE 12

STAND-BY AND CALL-BACK

Section 1. STAND-BY

Stand-By duty is defined as a scheduled assignment for Clinical Laboratory Scientists to stand by and be available for work should the need arise. Any full-time regular or part-time regular Clinical Laboratory Scientist "on stand-by" shall receive one-half (1/2) the straight time hourly rate of pay while said Clinical Laboratory Scientist is on stand-by. There is no guarantee for any hours to be worked by a Clinical Laboratory Scientist on stand-by. Stand-by pay on all holidays listed in this Agreement shall be at three-quarter (3/4) of the straight time hourly rate.

Section 2. Call-Back While on Stand-By

A. Call-Back Defined. Call-Back is defined as a call to a Clinical Laboratory Scientist to return to work after the Clinical. Laboratory Scientist has left the premises of the Hospital, and prior to the Clinical Laboratory Scientist's next scheduled shift. For purposes of this Article, the Hospital shall give notice by (1) reaching the Clinical Laboratory Scientist by telephone; or (2) attempting to reach the Clinical Laboratory Scientist by telephone and documenting the attempt, the date, time and the call, and the result of the attempt.

B. Premium Pay While On Stand-By. If a regular full-time or regular part-time Clinical Laboratory Scientist is called back to work while on stand-by, the Clinical Laboratory Scientist shall receive one and one-half (1-1/2) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the compensation for being on stand-by, thereby providing double time for the time actually worked.

C. Premium Pay While Not on Stand-By. Regular full-time and regular part-time Clinical Laboratory Scientists who are called back to work after having left the Hospital premises will be guaranteed a minimum of four (4) hours work or four (4) hours pay, Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate.

ARTICLE 13

EMERGENCY TELEPHONE CONSULTATION/CONSENT

When a Clinical Laboratory Scientist has sought all resources on-site, and sought consultation with management and/or supervisors in person or by telephone or e-mail, and after being authorized by his or her immediate supervisor, the Clinical Laboratory Scientist may call a person designated on the resource list with the appropriate technical expertise to respond to a technical-related issue that must be immediately addressed. The associate responding to the call shall be paid in accordance with California State Wage and Hour Laws.

The person placing the call must document the reason for the call on the form provided by Hospital.

ARTICLE 14

NO PYRAMIDING

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays.

ARTICLE 15

SCHEDULED WORKING HOURS

Section 1. SCHEDULING

Hospital agrees to post a tentative working schedule of all Clinical Laboratory Scientists who are regularly assigned shifts for the next four (4) weeks. The tentative working schedule will be posted in a conspicuous place at least fourteen (14) calendar days in advance of the date the four (4) week schedule is to begin. Any change to posted scheduled working hours (other than temporary staffing reductions) requires the agreement of the Clinical Laboratory Scientist except in unforeseen, emergent or unusual circumstances in which Hospital will give as much notice of the schedule change(s) as is possible under the circumstances. Hospital will make a reasonable effort to seek volunteers from among Clinical Laboratory Scientists present at the facility before imposing a schedule change during unforeseen, emergent or unusual circumstances.

Section 2. SHIFT ASSIGNMENTS

If, due to emergency or operational circumstances, it becomes necessary to change a Clinical Laboratory Scientist's shift assignment temporarily, Hospital

may introduce a shift rotation procedure that shall be applied by all qualified Clinical Laboratory Scientists at Hospital, taking turns based on rotational seniority starting with the least qualified Clinical Laboratory Scientist.

If, due to emergency or operational circumstances, it becomes necessary to change a Clinical Laboratory Scientist's shift assignment permanently, and if no regular Clinical Laboratory Scientist is available for the shift change, the least senior regular Clinical Laboratory Scientist qualified to perform the available work will be assigned to that shift.

Section 3. REST AND MEAL PERIODS

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

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

"Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculated overtime.

ARTICLE 16

SCHEDULED WORKING HOURS OF PER DIEMS

1. Per Diem Clinical Laboratory Scientists shall submit their availability in writing (including days of the week, shifts and current phone number(s)) at least two (2) weeks prior to the posting of the next four (4) week schedule.

2. Minimum availability. Per Diem Clinical Laboratory Scientists must be available for a minimum of five (5) shifts of at least eight (8) hours for each four (4) week schedule. At least two (2) of the available five (5) shifts must be weekend shifts.

3. All Per Diem Clinical Laboratory Scientists are required to be available to work at least two (2) holidays per year, one (1) of which must be Thanksgiving, Christmas or New Year's Day.

4. Per Diem Clinical Laboratory Scientists have no guarantee of hours and use of such Clinical Laboratory Scientists shall be at the complete discretion of Hospital.

5. Failure to submit availability. A Per Diem Clinical Laboratory Scientist who fails to make himself or herself available for two (2) consecutive four (4) week schedules will be considered to have voluntarily resigned his/her employment.

6. Notice of Unavailability. If a Per Diem Clinical Laboratory Scientist desires to be unavailable for a period time not to exceed sixty (60) calendar days, the Per Diem Clinical Laboratory Scientist will submit the request in writing. If Hospital authorizes the period of unavailability, the provisions of paragraph 5 above will not apply during the period of time authorized by Hospital.

ARTICLE 17

PAID TIME OFF

Paid Time Off Program

A. Eligibility and Coverage

1. Paid Time Off Program- shall apply only to regular full-time and regular part-time Clinical Laboratory Scientist. Limited part-time, temporary and per Diem, Clinical Laboratory Scientists are not eligible to participate in the PTO program. PTO hours accrue immediately upon employment in a regular full time position or regular-part-time position.

2. The PTO program is in addition to jury duty pay, paid educational leave, and bereavement leave.

B. Accumulation of Paid Time Off and ESL

1. PTO Accumulation Schedule

Regular full-time Clinical Laboratory Scientist and regular part-time Clinical Laboratory Scientist shall accrue PTO in accordance with the schedule given below, based upon their continuous length of regular employment.

Each Clinical Laboratory Scientist shall have their PTO account credited with any PTO hours that were accumulated, but not taken, as of the date of ratification of this collective bargaining agreement. No Regular Clinical Laboratory Scientist shall lose any PTO hours accrued, but not taken.

For each two-week pay period, regular part-time associates shall accrue benefits available to a full-time associate on a pro-rated basis on actual hours worked.

From the 1st day of the described pay period through the pay period in which one year of continuous regular employment is completed.

Continuous years of regular employment	PTO Hours Accrued per Pay Period	Days Per Year
0-1 year	8.62 hrs.	28
2-4 years	10.16	33
5-9 years	11.39	37
10 and above years	12.62	41

2. Extended Sick Leave Accumulation Schedule (ESL).

Regular full-time Clinical Laboratory Scientist and regular part-time Clinical Laboratory Scientist shall accrue ESL in accordance with-the schedule below:

ESL Hours Accrued per Pay Period for Full-Time CLS	Maximum ESL Per 12 months of continuous employment
1.85 hrs.	6 days

ESL Hours Accrued per Pay Period for Part-Time CLS	Maximum ESL Per 12 months of continuous employment
0.925 hrs.	3 days

There shall be a maximum cap or seven hundred twenty (720) hours on the amount of ESL that may be accumulated. Clinical Laboratory Scientists who have in excess of seven hundred twenty (720) hours as of April 30 2014 shall be frozen at the amount of hours accrued as of dial date. A Clinical Laboratory Clinical Laboratory Scientist with an ESL balance above the seven hundred twenty (720) hour, balance will not accrue additional ESL until such time that the Clinical Laboratory Scientist's balance falls below the seven hundred twenty (720) hour balance.

C. Unpaid Absences

If a Clinical Laboratory Clinical Laboratory Scientist is on unpaid status with the Employer (e.g., unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/ESL for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.

D. Scheduling and Use of PTO

1. PTO can he used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, personal illness of three (3) scheduled workdays or less, and/or as secondary pay to supplement State Disability Insurance or Workers' Compensation, or any other reasons deemed appropriate by the Clinical Laboratory Clinical Laboratory Scientist.

   If the Clinical Laboratory Scientist has insufficient PTO to cover his/her absence of 3 clays or less, those days will be without pay.

   Requests for PTO regardless of seniority will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual Clinical Laboratory Scientists will not be granted if the Clinical Laboratory Scientist still has PTO hours or ESL whichever applies exceptions are;

   (a) A Clinical Laboratory Scientist can elect not to use PTO for a holiday scheduled off.

   (b) A Clinical Laboratory Scientist can elect not to use PTO for his/her own medical disability days preceding eligibility for ESL.

   (c) A Clinical Laboratory Scientist can elect not to use PTO for a physical disability leave upon the exhaustion of ESL, and, to request instead an unpaid leave.

   (d) Clinical Laboratory Scientists who arc on the Bargaining Team may elect not to use PTO to attend bargaining.

   (e) PTO requests shall not be unreasonably denied because of the season of the year.

   (f) Advance Requests for One Work Week or More of PTO Clinical Laboratory Scientists shall submit their PTO preference dates to their manager. Department managers may use yearly cut-off dates for Clinical Laboratory Scientists to submit their PTO requests. Requests for PTO should normally be submitted no later than 30 clays prior to requested dates.

      (i) If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by Clinical Laboratory

Scientists, then the Clinical Laboratory Scientist's seniority shall be the determining factor within each work area and classification.

(ii) Other PTO Requests shall be submitted in writing at least one week in advance of the posting of the schedule covering such day or days. If all such requests cannot be granted, then seniority shall govern, subject to the following:

(a) Seniority will not govern if a less senior Clinical Laboratory Scientist's PTO request has already been approved.

(iii) On approval of Human Resources, Clinical Laboratory Clinical Laboratory Scientists may donate unused PTO hours to another Clinical Laboratory Scientist who has experienced an unforeseeable medical emergency as defined by the IRS Laboratory Scientists must maintain a Minimum PTO balance of eighty (80) hours after the donation.

(iv) On approval of Human Resources, Clinical Laboratory Scientist may donate unused PTO hours to another employee who has experienced air unforeseeable emergency as defined by the IRS. Clinical Laboratory Scientists must maintain a minimum PTO balance of forty (40) hours after the donation.

E. Use of ESL

1. ESL is to be used for absences from work that exceed three (3) consecutive workdays or five (5) calendar days, whichever is earlier, and that are necessary because of the Clinical Laboratory Scientist's own physical disability. If the Clinical Laboratory Scientist is hospitalized or has same day surgery at all outpatient surgery center or hospital, ESL may be used commencing with the first clay of hospitalization or same day surgery. Clinical Laboratory Scientist may use a maximum of three (3) days of ESL each calendar year to attend to the illness of a Clinical Laboratory Scientist's child, parent, spouse or 'legally domiciled adult. A Clinical Laboratory Scientist must have completed one full year of employment as a regular Clinical Laboratory Scientist to be eligible to use ESL for the care of a family member as defined above. Guidelines covering E.S.L. for a Clinical Laboratory

Scientist's own illness apply to the Use of ESL for family illness. A Clinical Laboratory Scientist can elect to use PTO for the three (3) or five (5) day waiting period. Appropriate documentation of the family member illness is required for a Clinical Laboratory Scientist to access ESL for the care of a family member.

2. Reasonable medical or other verification or information may be requested by the Employer regarding unplanned absences or the use of PSI Such information or verification also may be required upon a Clinical Laboratory Scientist's return from an illness or injury, or if the Employer believes a question exists as to the Clinical Laboratory Scientist's ability to work.

3. PTO/ESL is to be used in increments of eight (8) hours unless one of the following exists:

   (a) Advance approval is obtained for less than eight (8) hours;

   (b) The Clinical Laboratory Scientist's regular shift is greater or less than eight hours, in which case PTO/ESL hours equal to the shift shall be used; or,

   (c) The Clinical Laboratory Scientist is eligible for State Disability or Worker's Compensation payments, in which case ESL shall be integrated to supplement such payments; or,

   (d) An emergency requires the Clinical Laboratory Scientist's absence for less than a full shift, in which case the Employer may excuse the Clinical Laboratory Scientist from the full shift, with equivalent PTO/ESL hours being used, or it may require that the Clinical Laboratory Scientist report back to work.

   (e) PTO/ESL hours shall he paid at the straight-time rate in effect as of the date PTO/ESL is used (or cashed in, in the case of PTO) plus any shift differential/premium to which the Clinical Laboratory Clinical Laboratory Scientist may be entitled.

   (f) Upon termination from employment, Clinical Laboratory Scientist shall be paid for all accumulated PTO hours at the straight-time rate in effect plus any shift differential/premium to which the Clinical Laboratory Scientist may be entitled. There shall be no cash payoff of ESL hours.

(g) Clinical Laboratory Scientist has the option of using PTO hours for hours of Reduction at Staff (ROS).

(h) If a Clinical Laboratory Scientist changes his/her status from regular full-time or regular part time to per diem, all accrued unpaid PTO will be paid out by the pay period following the effective date of the status change.

(i) In cases where a Clinical Laboratory Scientist is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation); the Clinical Laboratory Scientist shall apply for such benefits. To the extent that the disability payments do not equal the Clinical Laboratory Scientist's normal, wages, the Clinical Laboratory Scientist's ESL (or PTO if elected by the Clinical Laboratory Scientist, if applicable) shall be used in an amount sufficient to equal but not exceed the Clinical Laboratory Scientist's straight-time rate of pay and any shift differential for which the Clinical Laboratory Scientist may be entitled to. Where ESL/PTO is subject to integration with State Disability Insurance or Workers Compensation, it shall be paid promptly even if information as to the precise amount of State Disability Insurance or Workers' Compensation payments is not immediately available.

(j) If PTO is to be used for a leave, however, the Clinical Laboratory Scientist must use it immediately upon exhaustion of ESL and it must be used for consecutive workday(s) thereafter. Prior to the exhaustion of ESL the Clinical Laboratory Scientist must advise the Employer in writing of his/her desire to use PTO. For purposes of this paragraph only, a leave is to be construed as a physical disability absence exceeding three (3) workdays or five (5) calendar days, unless the Clinical Laboratory Clinical Laboratory Scientist is hospitalized.

(k) PTO/ESL can only be used on scheduled Workdays.

(l) Upon one week's written notice from the Clinical Laboratory Scientist, the PTO pay for which the Clinical Laboratory Scientist is eligible for time off of two (2) weeks or longer shall be available to him/her immediately prior to the commencement of the Clinical Laboratory Scientist's time off period. Further, if the Clinical Laboratory Scientist PTO covers more than one pay period, there shall be separate checks for each pay period.

4. PTO Cash Out

PTO Hours may be accrued to a maximum of 400 hours for the term of the collective bargaining agreement.

PTO may be "cashed out" as follows: Clinical Laboratory Scientist may irrevocably elect to cash out PTO two times during the calendar year under the following guidelines:

(a) The Clinical Laboratory Scientist's PTO account may not be reduced below eighty (80) hours after cash out.

(b) The Employer will cash out during the first pay period of July and December, any PTO elected by the Clinical Laboratory Scientist for cash out that has not been used. A Clinical Laboratory Scientist must elect the number of PTO hours to cash out by the preceding December for a July cash out, and by June for a December cash out. An election to cash out PTO will apply only to PTO that accrues in the six month period after the election is made.

5. Pay for Holidays Worked.

(a) Recognized holidays for the purpose of this Section are as follows:

New Year's Day
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Thanksgiving Day
Christmas Day

A Day, PM or Night shift Clinical Laboratory Clinical Laboratory Scientist works a holiday shift when the major portion of the shift falls on one of the above days.

(b) If a Clinical Laboratory Scientist works one of the above holidays, the Clinical Laboratory Scientist shall receive payment at time and one-half times (1.5X) the Clinical Laboratory Scientist's straight-time rate for all hours worked .on such holiday. Exceptions are:

If a Clinical Laboratory Scientist requests Christmas Day and/or the following New Year's Day off, and is required to work on both holidays, the Clinical. Laboratory Scientist

shall receive two times (2X) his or her straight time rate for New Year's Day; or,

A Clinical Laboratory Scientist assigned to the p.m. shift may submit a request to observe the Christmas Day holiday on December 24 and/or observe the New Year's Day holiday on December 31. Such a request is to be submitted by the Clinical Laboratory Clinical Laboratory Scientist at least 30 days in advance of the holiday. If the Clinical Laboratory Scientist's request is granted by the Employer and the Clinical Laboratory Scientist is then scheduled off on December 24 and/or December 31, such day off shall constitute the Clinical Laboratory Scientist's Christmas and/or New Year's Day holiday off, and payment for work performed on December 25 and/or January I shall be a non-holiday.

The Employer will use its best efforts to grant each Clinical Laboratory Scientist who requests it, at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year Day. Where there are numerous holidays requests for the same shift, seniority will govern, but each Clinical Laboratory Scientist (if possible, due to Staffing and scheduling) shall be granted one of these two major holidays off before any Clinical Laboratory Scientist is granted both major holidays.

ARTICLE 18

HEALTH INSURANCE

Section 1. GENERAL PROVISIONS

A. Coverage: Health Insurance coverage shall be limited to Regular Full-time and Regular Part-Time Clinical Laboratory Scientists, Coverage for new Regular Clinical Laboratory Scientists shall commence as of the first of the month following completion of the Clinical Laboratory Scientist's waiting period. In the case of resignation or termination, coverage shall terminate as of the last calendar clay in the month of termination.

1. LDA Coverage (other than Registered Domestic Partner who will remain eligible for the medical, dental and vision plans). Current identified as Legally Domiciled Adults ("Grandfathered LDAs") shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the Clinical Laboratory Scientist's Federal Income Tax, and can provide periodic proof of their tax dependent qualification. However, effective December 31, 2009, LDA dependents age 65 or older shall be terminated from all insurance Coverage. Grandfathered LDAs: who reach age 65 after December 31, 2009 will be terminated from coverage as of the last day of the month in which he/she turns age 65. The LDA coverage option will cease (except for Registered Domestic Partners) for future LDA enrollments.

2. Payroll Deduction or Payments: Clinical Laboratory Scientist contributions for medical, dental and vision shall be made through the IRS Section 125 Plan (on a pre-tax basis) as permitted by law. Clinical Laboratory Scientists on unpaid leave of absence who are eligible to continue medical coverage shall submit payments directly to Hospital (or the designated service provider). Coverage shall terminate if the required deductions or payments are not made during the month.

3. Duplicate coverage, Duplicate coverage for dependents covered by two (2) or more Clinical Laboratory Scientists will be eliminated (based on date of birth) upon ratification of the contract. A $75.00 per pay period waiver allowance will he added to bi-weekly pay at Seton/Seton, O'Connor and Saint Louise.

Section 2. MEDICAL BENEFITS

A. **HMO Plans:** *Seton and O'Connor* will offer a fully Hospital-paid HMO plan with comparable benefits and co-pays for all current Regular benefit-

eligible Clinical Laboratory Scientists and their qualified dependents (including spouse, registered domestic partner and children) as of the date of ratification POS *(at Saint Louise only) Saint Louise* will continue to offer a fully-paid POS plan with agreed upon plan design changes for all current Regular benefit-eligible Clinical Laboratory Scientists and their qualified dependents (including spouse, domestic partner and children).

B. **At Seton, Saint Louise, and O'Connor:** Clinical Laboratory Scientists at *Seton, O'Connor, St. Francis and Saint Louise* will be required to pay a percentage of the total premium of their selected HMO (POS at Saint Louise) according to the Following schedule:

	With Wellness Assessment	Without Wellness Assessment
Clinical Laboratory Scientist only	0%	20%
Clinical Laboratory Scientist and children	0%	20%
Clinical Laboratory Scientist and spouse	0%	20%
Clinical Laboratory Scientist and family	0%	20%

POS "Buy-up Plan" (*at Seton, O'Connor, St. Francis and Saint Louise*) will continue to offer the current POS Buy-up Plan for all benefit eligible Clinical Laboratory Scientists and their qualified dependents (including spouse, registered domestic partner and children).

PPO "Buy-Up Plan" (*at Saint Louise* only): *Saint Louise* will continue to offer a PPO Buy-Up Plan with agreed-upon plan design changes for all benefit-eligible Clinical Laboratory Scientists and their qualified dependents (including spouse, registered domestic partner and children)

Clinical Laboratory Scientists will be required to pay a percentage of the total premium of their POS (PPO at Saint Louise) Buy-Up Plans according to the following schedule:

	With Wellness Assessment		Without Wellness Assessment	
	2014	2015	2014	2015
Clinical Laboratory Scientist only	10%	15%	25%	30%
Clinical Laboratory Scientist and children	10%	15%	25%	30%
Clinical Laboratory Scientist and spouse	10%	15%	25%	30%
Clinical Laboratory Scientist and family	10%	15%	25%	30%

Section 3. DENTAL PLANS

O'Connor, Saint Louise and Seton Only:

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

Section 4. VISION PLAN

O'Connor, Saint Louise and Seton Only:

Hospital will continue to offer the Vision Service. Plan (VSP), or its equivalent, fully paid by Hospital for the Clinical Laboratory Scientist and his/her dependents (including spouse, registered domestic partner and children).

At All Facilities:

Hospital will continue to offer a voluntary VSP Premier Buy-Up option. Any Clinical Laboratory Scientist electing this Buy-Up option will pay the difference between the Buy-Up and the standard VSP option.

Section 5. VOLUNTARY SHORT TERM DISABILITY PLAN:

Hospital will continue to offer a voluntary Short Term Disability Plan Option on a Clinical Laboratory Scientist paid basis.

Section 6. VOLUNTARY LONG TERM CARE PLAN

Hospital will continue to offer a voluntary Long Term Care Plan option on a Clinical Laboratory Scientist paid basis.

SETON MEDICAL CENTER
Co-Pays HMO POS

Location	Plan Name	Benefit Description	Jan 2014 Benefit
Seton MC	HMO OCH	Hospital inpatient copay	$0
		Office visit copay	$10
		Emergency Room Copay	$50
		Rx retail copays	$5/$10/$15
		Rx mail order copays	$10/$20/$30
Seton MC	POS Plan	Hospital inpatient copay L1	$200 (DCHS $0)
		Hospital inpatient copay L2	$400+20%
		Hospital inpatient copay L3	40%
		Hospital outpatient copay L1	$200 (DCHS $0)
		Hospital outpatient copay L2	20%
		Hospital outpatient copay L3	40%
		Office visit copay PCP	$25
		Office visit copay specialist	$25
		Emergency Room Copay	$100
		Rx retail copays	$10/$35/$60
		Rx mail order copays	$20/$70/$120

ARTICLE 19

GROUP LIFE INSURANCE

Hospital will provide each Regular Clinical Laboratory Scientist working a predetermined work schedule of not less than twenty (20) hours per week with a group life insurance policy that will provide a benefit equal to at least $10,000 or one times (1x) the Clinical Laboratory Scientist's base pay, whichever is greater. Base pay is defined as the Clinical Laboratory Scientist's hourly base rate times his/her regularly scheduled hours per pay period times the number of pay periods per year. The coverage will be effective on the first day of the month following completion of thirty (30) calendar days of continuous employment as a Regular Full-Time or Regular Part-Time Clinical Laboratory Scientist. However, when a Temporary Clinical Laboratory Scientist is reclassified to Regular Full-Time or Regular Part-Time status, coverage will be effective the first day of the month following such reclassification.

Hospital will pay the full cost of premiums for group life insurance for each eligible Clinical Laboratory Scientist who qualifies for non-smoker rates, Clinical Laboratory Scientists who do not qualify for non-smoker rates will be required to pay the additional cost, if any, of premiums above the non-smoker rates.

Clinical Laboratory Scientists may also continue to purchase additional life-insurance as well as dependent life for spouse and child(ren) at group rates.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
Clinical Laboratory Scientist life insurance is $10,000 with premium paid by Hospital. Accidental Death and Dismemberment insurance benefit is $10,000 with the premium paid by Hospital.

LONG TERM DISABILITY (LTD)
60% of base pay with premium paid by Hospital.

ARTICLE 20

RETIREMENT

Section 1. PENSION

Seton will continue to offer the DCHS Retirement Plan Account (the "RPA Plan') to all eligible regular Part-Time and Full-Time Clinical Laboratory Scientists as well as eligible per diem Clinical Laboratory Scientists, each in accordance with RPA Plan terms.

As of March 1, 2011, the RPA Effective Date for Clinical Laboratory Scientists, all benefits accrued up to such date Under the Verity Health System Retirement Plan and the RPHE Plan were frozen.

Clinical Laboratory Scientists who were employed as of March 1, 2011, the RPA Effective Date, shall receive the following contributions pursuant to the following schedule:

Years of Service	Contribution Rate
0-9	3%
10- 14	5%
15-19	7%
20-24	9%
25-29	11%
30+	12%

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

Years of Service	Contribution Rate
0-9	3%
10-14	5%
15+	7%

Section 2. 403(b) PLAN

Hospital will match contributions made to Hospital-Sponsored 403(b) Plan. The match benefit will be provided through Hospital-Sponsored 401(a) Plan and subject to the terms and conditions of the Plan. Pursuant to this provision, Hospital will contribute $0.35 to a Clinical Laboratory Scientist's 401(a) Plan account for every $1.00 that a Clinical Laboratory Scientist contributes, for all of the Clinical Laboratory Scientist's contributions up to a maximum of 5% of the Clinical Laboratory Scientist's total annual compensation (i.e., maximum 1.75% of total annual compensation).

Section 3. RETIREE HEALTH

A. Health coverage made available from early retirement (age 55 or later) until attainment of age 65 ("bridge" to Medicare eligibility), Applicable to Clinical Laboratory Scientists only.

B. Retiree coverage provided via active employee health plans.

C. Coverage is provided to Clinical Laboratory Scientist who terminates employment after attaining age 55 and completes at least 10 years of service.

D. The portion of retiree health cost (COBRA rates) paid by the Employers is based on Clinical Laboratory Scientist's years of service at time of termination is as follows:

More than 10, but less than 15:	0%
More than 15, but Less than 20:	25%
More than 20, but less than 25:	50%
More than 25 years of service:	75%

E. Scientists will be given past service credit to date of hire.

The maximum monthly COBRA premium is $500, then applicable years of service percentage is applied.

Based on the $500 monthly COBRA premium, the maximum employer's monthly contribution per retiree with differing service levels would be:

More than 10, but less than 15: $0
More than 15, but less than 20: $125 per month
More than 20, but less than 25: $250 per month
More than 25 years of service: $375 per month

ARTICLE 21

LEAVES OF ABSENCE

Section 1. EDUCATION LEAVE

Each regular full-time and part-time employee shall be entitled to forty (40) hours leave with pay each year, prorated based on status for part-time Employees based on hours worked to attend or complete courses, institutes, workshops or classes of art educational nature. The Employee will submit and get approval for said educational leave in advance and the activity will meet a requirement for CEUs

needed for re-licensure by the State of California or for other accreditation related to laboratory work Educational leave will not be unreasonably denied.

Employees can accrue up to eighty hour of Education Leave.

Section 2. BEREAVEMENT LEAVE

A. Definition of Family

Except as set forth herein, "immediate family," for purposes of this section means spouse, legally domiciled adult, children, sister, brother, parents, legal guardians, current parents-in-law including daughter and son in law; grandparents, grandchildren, registered domestic partner, their parents and children, step relative (parent, child, sibling), and foster children.

When a death occurs in the immediate family of a benefited Employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. Limited Part-time and Per Diem Employees may be excused from work for up to three (3) days without pay.

In the case of death of an immediate family member as defined above, the employee shall be entitled to an additional leave of absence of two (2) days without pay at the employee's request. The employee and the Employer may agree to extend the period of bereavement leave. For any such agreed extension the employee may use PTO or take an unpaid leave at the employer's discretion. The employer will not unreasonably deny such requests.

Section 3. LEAVES OF ABSENCE

An Employee who is on an approved Physical Disability Leave of Absence will have his/her group health plan coverage continued during the leave, while the Employee is on paid status at the level and under the conditions coverage would have been provided if the Employee had not taken such leave. Beginning on the first (1st) day of the first full month during which an Employee is no longer on paid status the Employee may elect to continue such group health plan coverage under COBRA by paying the cost of such coverage as provided under COBRA, subject to the terms, conditions and limitations of the federal COBRA statute.

A. Medical Leave

Employees who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed six (6) months in a rolling twelve (12) month period, unless extended only by mutual agreement between the Employee and the Employer.

In order to be eligible for medical leave, the Employee must provide the Employer's Human Resources department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the Employee is unable to perform his/her job duties due to the medical condition.

Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the Employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

B. FMLA/CFRA

1. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of the leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such leaves shall be made available for:

   (a) The birth of the Employee's child, or receipt of a child in foster care or adoption;

   (b) The care of an Employee's immediate family member: For the purposes of this provision, members of the immediate family are defined as the Employee's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.

   (c) A serious medical condition of the Employee:

   (d) Care for an injured service member: An eligible Employee who is the spouse, son, daughter, parent, next of kin or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible Employees shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member. The leave described in this paragraph shall only be available during a single twelve (12) month period.

2. Upon return to work following a qualifying FMLA/CFRA leave, the Employee shall be reinstated to the same position, classification, unit, and shift held by the Employee at the time of the commencement of the leave.

C. Pregnancy Disability Leave

Employees disabled due to pregnancy or pregnancy related conditions shall be eligible for a Maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California Law.

Upon return to work following a pregnancy leave, the Employee shall be reinstated to the same position, classification, unit, and shift held by the Employee at the time of the commencement of the leave.

D. Work-Related Disability Leave

1. The Employer shall grant a leave of absence to an Employee who is unable to work due to a work-related injury. During the leave, all health and welfare benefits shall continue for up to one (1) year or to the date that the Employee is deemed to be Permanent and Stationary, whichever occurs earlier. When the Employee does not return to work, he/she may elect to continue his/her benefit under COBRA by paying the cost of such coverage.

2. The Employers shall make every reasonable effort to assist the Employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the Employee's former position upon release for work, or retraining to an available position with the, Employers, if the Employee is no longer able to perform the work of his/her former position.

3. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the Employee at the commencement of the leave.

4. An Employee who, because of a work-related injury, is medically determined to be permanently disabled and unable to return to his/her former position shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an Employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position

for which he/she may be qualified, such Employee may be replaced.

E. Voluntary Leaves For Disaster Services

1. Policy Statement:

When a significant disaster occurs, the Employer is committed to providing voluntary assistance to governmental agencies and non-profit agencies that may request our services. Response to all such requests must be approved in advance by the Employer's Chief Executive officer or designee. Voluntary leave for disaster service by Employees will only be approved if such leave does not unduly impact the Employer's operations, including health care delivery to patients. Denial of such leave shall not be subject to the grievance and arbitration provisions of the Agreement.

2. Definition of "Disaster" and "Designated Agency":

A "disaster" is defined as an event officially declared as such by federal; state or local government or an agency designated by the IRS as Section 501(c) (3) not for-profit, charitable organizations (e.g. American Red Cross.) a designated agency.

3. Employers-Initiated Requests for Voluntary Disaster Service:

In cases where the Employer's request voluntary disaster service of their Employees in response to requests in times of crisis from federal, state or local governmental entities or designated agencies as defined above, the following will apply:

(a) Eligibility

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

(b) Procedures

Written agreement for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be obtained from the Employee's manager provided, that the number of Employees absent for voluntary disaster service does not unduly impact the Employers' operations. Extension of voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or, his or her designee. In the case where the number of represented Employees

responding to an Employers-initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.

(c) Compensation and Benefits

An Employee who volunteers for disaster service in response to a request from the Employer on behalf of a governmental entity or designated agency will be reimbursed for actual hours of volunteer duty up to a maximum of eight (8) hours in a day and forty (40) hours in a week at the Employee's regular rate of pay while performing volunteer disaster service.

Employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the expense of the Employer.

In order to receive compensation under this policy, the Employee shall submit documentation of the hours of volunteer service for each day of volunteer duty.

(d) Travel Expenses

Employees who volunteer for duty in response to an Employer's-initiated request shall be covered by the provisions of the Employers' National Travel Policy.

4. Employee-initiated Requests for Volunteer Disaster Service

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

(a) Eligibility

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

(b) Procedures

Written application for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be approved by the Employee's manager. Requests for voluntary service greater than 30 calendar days in a

calendar year must be approved by the appropriate vice president or his or her designee.

The Employers will grant time off for short-term leaves of up to 30 calendar days in a calendar year to eligible Employees for official volunteer duty as long as the Employers receive reasonable notice, provided that the number of Employees absent for voluntary disaster service does not unduly impact the Employers' operations. In the case where represented Employees request for voluntary leave for disaster service are numerous, the Employer will select the Employees in accordance with contract seniority, provided all other provisions of this policy are met.

(c) Compensation and Benefits

An Employee who requests and receives approval for leaves for voluntary disaster service on his or her own initiative, apart from any Employer's request from a governmental entity or designated agency, will be on unpaid leave during the period of volunteer service, unless the Employee elects to use accrued paid time off.

While on Employee-initiated unpaid voluntary disaster service, Employees continue to accrue seniority and service credit and be eligible for benefits, subject to existing group insurance provisions, during the time of the approved leave, at the Employer's expense, provided such leave is for a period of 30 calendar days or less. After voluntary disaster leaves, of 30 calendar days or less, the Employee will be reinstated into their regular position.

F. Union Leave

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

Upon a two (2) week written notice from the Union to the Employer's Director of Human Resources or Vice President of Human Resources, prior to the posting of the monthly work schedule which includes the desired time off, one (1) Employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union

Conventions, meetings, conferences, and other activities, patient care permitting. The Employee shall not suffer any loss of seniority or other benefits as a result of such leave.

G. Military Leave

Military leave of absence shall be granted to eligible Employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

An Employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an Employee must be regularly scheduled to work twenty (20) or more hours a week, and must submit documentation to the Employer of his/her intention to take such a leave within two (2) business days of receiving notice that the service member will be on leave from deployment.

H. Kin Care Leave

A regular full time or regular part time Employee may use as much as one-half of his/her annual PTO accrual amount for time off to care for a sick child, parent, spouse, registered domestic partner or child of a registered domestic partner.

Child includes a biological, adopted or foster child, a stepchild, a legal ward, or a child when the Employee stands in loco parentis.

Parent includes the biological, foster or adoptive parent, a step-parent or legal guardian.

Employees who desire to take a Kin Care Leave must complete a Kin Care Authorization Form for each related absence.

I. Victims of Domestic Abuse Leave

An Employee who is victim of domestic abuse will be provided with time off without pay not to exceed twelve (12) weeks in a twelve (12) month period for:

To obtain a regular or temporary restraining order or to obtain other domestic abuse related court assistance.

To seek medical attention for injuries related to domestic abuse.

To obtain services from a domestic violence shelter, program or rape crisis center.

To obtain psychological counseling related to experience of domestic violence.

To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

J. Required Notice

The Employee, when possible, must give a reasonable notice of his/her intention to take time off. If the Employee takes an unscheduled absence, he/she will not be subject to disciplinary action or that absence will not count as unauthorized absence when he/she provides either:

A police report indicating that the Employee was a victim of domestic violence.

A court order protecting or separating the Employee from the perpetrator of an act of domestic violence, or other court document or prosecuting attorney indicating that the Employee's court appearance.

Documentation from a medical professional, domestic violence advocate or counselor that the Employee was undergoing physical or psychological treatment for abuse resulting from victimization from an act of domestic violence.

K. Use of PTO

An Employee who takes a Victim of Domestic Violence leave may use any accrued PTO.

L. Other Leaves of Absence

Leaves of, absence for reasons other than those specified herein above shall be granted only by agreement between the Employee and the Employer and if a real and compelling reason for time-off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing and quality patient care.

M. Return to Duty

Unless otherwise specified above, when an Employee returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an Employee shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the Employee returns in compliance with the approved terms of the leave, the Employers will use their best efforts, and will not unreasonably deny return of the Employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the Employee shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.

N. Notice to Replacements

A person hired or assigned as a replacement for an Employee on a leave of absence shall be so advised by the Employer.

O. Non-forfeiture of Accrued Rights

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

P. Person al Leave

A personal/emergency leave of absence may be granted to full-time and regular part-time Employees. Length of a Personal leave of absence may range up to 90 calendar days. Approval of personal/emergency leave of absence shall be made by the Employees immediate supervisor with the concurrence of the Human Resources Department.

The Employer will not unreasonably withhold approval of requests for personal/emergency leaves of absence.

Q. Concurrent Leaves

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

Section 4. JURY DUTY, WITNESS PAY AND VOTING TIME

A. Jury Duty

A regular full-time or regular part-time Employee called for jury duty will receive the difference between jury pay and normal straight time earning

for jury service on any day on which the Employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employers, the Employee must notify the Employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served. Jury duty served while on a leave of absence, while utilizing paid time off or on a day on which the Employee is not scheduled to work will not be compensated.

Employees who work on night shift will be excused from work the night before of the night after reporting for jury duty.

B. Witness Pay

An Employee subpoenaed by the Employers to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day. The Employee must present a proof of Duty Statement issued by the Court to his/her manager.

C. Time off to Vote

Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the Employee's supervisor. Where possible the Employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 22

BOOKS AND TUITION

Clinical Laboratory Scientists shall be reimbursed, up to $2,000 per year for tuition and books after completion of courses while in the employ of Hospital, provided that the taking of the courses shall have first been approved in writing by the appropriate manager, and evidence of achieving a passing grade shall have been provided by the Clinical Laboratory Scientist. Requests for reimbursement will not be unreasonably denied.

ARTICLE 23

SENIORITY

A. Definition of Seniority

1. Seniority for full-time, part-time, and limited part-time Clinical Laboratory Scientists is the date of hire or re-hire into the Clinical Laboratory Scientists Classification at Hospital.

2. "Probationary" Clinical Laboratory Scientists shall, upon completion of the probationary period, accrue seniority retroactively from the latter of the date of the Clinical Laboratory Scientist's hire or re-hire.

3. Per Diem Clinical Laboratory Scientists do not have seniority dates, but date of hire will determine "seniority" among other Per Diem Clinical Laboratory Scientists. The seniority date for Per Diem Clinical Laboratory Scientists transferring for the first lime to a Regular Full Time, Regular Part-Time, or Limited Part-Time position will be the date of transfer to the Regular or Limited position.

B. Termination of Seniority: [Tentative Agreement]

1. A Clinical Laboratory Scientist's seniority and employment relationship with Hospital shall terminate upon the occurrence of any of the following:

(a) The bargaining Clinical Laboratory Scientist voluntarily quits.

(b) The bargaining Clinical Laboratory Scientist is discharged for cause.

(c) The bargaining Clinical Laboratory Scientist is on layoff for more than twelve (12) months.

(d) Failure to report to work from layoff by the start date or seventy-two (72) hours from notice of recall, whichever is later.

(e) Notice shall be given in person or by return receipt or certified letter to the Clinical Laboratory Scientist's last address on record.

ARTICLE 24

REDUCTION IN STAFF

Section 1. Layoff Procedure

In the event of a reduction in force of regular hours, Hospital shall notify the Union at least thirty (30) days in advance of the effective date of the layoff, during which time volunteers for layoff or reduction in hours will first be sought. Hospital may give affected Clinical Laboratory Scientists two (2) weeks pay in lieu of notice. Volunteers for layoff in such positions will be selected on the basis of seniority. If an insufficient number of Clinical Laboratory Scientists volunteer for layoff to meet reduction goals, then all Clinical Laboratory Scientists will participate in the department rebidding process based on seniority. The Clinical Laboratory Scientist must be qualified and have the ability, with no more than fifteen (15) workday's orientation, to competently perform all of the work in the position into which the Clinical Laboratory Scientist chooses to bid. In all cases, Hospital shall have the right and discretion to determine such capabilities and qualifications. It is understood that Hospital will notify the Union of its conclusion that a Clinical Laboratory Scientist has not demonstrated his/her ability within said fifteen (15) work days prior to terminating the Clinical Laboratory Scientist and the Orientation period may be extended by agreement of the parties.

Order: Indefinite or permanent layoffs shall occur in the following order:

- Temporary Clinical Laboratory Scientists;
- Per Diem or Limited Part-Time Clinical Laboratory Scientists;
- Regular full-time and regular part-time clinical Laboratory Scientists;

Section 2. PER DIEM SCHEDULING PREFERENCE

Displaced Clinical Laboratory Scientists may elect to work as per diem Clinical Laboratory Scientists during the period they are on layoff status regular full-time and regular part-time Clinical Laboratory Scientists who so elect to work as per diem will be given preference over other per diem Clinical Laboratory Scientists in selecting shifts to be worked for a period not to exceed one year after layoff.

Section 3. RECALL

For a period of up to one year from the date of Layoff, Clinical Laboratory Scientists (who have not secured a comparable position at Hospital will be recalled in order of bargaining, unit seniority for any vacancies that occur at Hospital from which they were laid off, provided they are qualified, and have the ability to competently perform with no more than fifteen (15) days orientation, the available work. A Clinical Laboratory Scientist who is laid off shall retain

seniority until s/he declines the offer of a comparable position at Hospital from which they were laid off. It is the responsibility of the clinical Laboratory Scientist to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled Clinical Laboratory Scientist must accept recall within one week of confirmed contact and offer of a relatively equal position. Additionally, the Clinical Laboratory Scientist must return to work at Hospital within one week of notice of recall. If a Clinical Laboratory Scientist does not accept recall and return to work within one week, the Clinical Laboratory Scientist will be considered to have voluntarily resigned. Upon recall from lay off status, the Clinical Laboratory Scientist will be entitled to restoration of seniority and placement at the salary classification wage rate in effect at the time of the layoff, including fringe benefits. However, there shall be no accumulation of earnings or benefits during the period of separation, nor shall Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the Clinical Laboratory Scientist. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy. Clinical Laboratory Scientists who experience a twelve-month (12) or more absence due to workforce reduction will lose seniority for all purposes:

Section 4. SEVERANCE PAY

2 weeks notice plus:

- 0 – 3 years of service = 2 weeks of pay
- 4 – 5 years of service = 3 weeks of pay
- 6 – 7 years of service = 4 weeks of pay
- 8 – 9 years of service = 5 years of pay
- 10 – 9 years of service = 6 weeks of pay
- 15 + years of service = 8 weeks of pay

In the event of a sale of die Hospital, a Clinical Laboratory Scientist who is offered a position by the new owner is not entitled to receive severance pay as provided in this paragraph.

Section 5. TEMPORARY REDUCTION IN STAFFING

In the event that a Hospital determines that it is necessary to reduce staffing at a hospital on a given shift due to a reduced workload, the following procedures will apply:

A. First, volunteers will be solicited. If there are no volunteers, then any per diem Clinical Laboratory Scientist Clinical Laboratory Scientist working on that shift will be canceled or sent home early.

B. In the event that there are no volunteers or per diem Clinical Laboratory Scientists on the shift in question, the Clinical Laboratory Scientist to have his/her hours reduced will be selected on a rotational basis, with the least senior Clinical Laboratory Scientist on duty at the affected hospital being canceled first and rotating the involuntary cancellation of hours throughout the year until all Clinical Laboratory Scientists have taken a turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Clinical Laboratory Scientist who has been placed "in charge" may be exempted from call-off whenever Hospital management concludes that the Clinical Laboratory Scientist is needed to remain in charge for the shift.

ARTICLE 25

POSTING AND FILLING OF VACANCIES

Section 1. POSTING VACANCIES

Hospital shall post all vacancies in positions covered by this Agreement for a minimum period of seven (7) calendar days prior to filling the position. Minimum qualifications shall be noted on the posting. This does not prevent Hospital from filing a vacancy on a temporary basis.

Section 2. FILLING VACANCIES

Preference shall be given in the following order among bidding Clinical Laboratory Scientists from the same preference level. Among bidding Clinical Laboratory Scientists from the same preference level, seniority shall, govern, as set forth in Article 23. In order to be selected, the bidding Clinical Laboratory Scientist must meet all stated qualifications of the job established by Hospital.

Only non-probationary Clinical Laboratory Scientists will be considered to fill vacancies. Hospital may not consider those applicants, who have been disciplined, pursuant to Article 28, during the preceding twelve (12) months,

If two (2) or more qualified Clinical Laboratory Scientists bid to fill a vacancy, and their qualifications and job performance are relatively equal, as determined by management, selection shall be in the following order of preference. In the event that two (2) bidding Clinical Laboratory Scientists have the same hire date, the tie-breakers shall be as follows: Date of application for .the vacancy of the position to which they are applying. In the event that the tie is not broken, then

the Clinical Laboratory Scientist with the lowest last four digits of his/her Social Security number will be awarded the position.

Preference Level 1: Full-time and port-time Clinical Laboratory Scientists employed by Hospital with the vacancy.

Preference Level 2: Limited part-time Clinical Laboratory Scientists employed by Hospital with the vacancy.

Preference Level 4: Temporary Clinical Laboratory Scientists employed by Hospital with the vacancy and all applicants not employed by Hospital with the vacancy. If all qualifications between an outside candidate and Clinical Laboratory Scientists covered by this Agreement not employed by Hospital with the vacancy are equal, preference will be given to the Clinical Laboratory Scientist. In all cases, Hospital shall have the right and discretion to determine qualifications.

ARTICLE 26

UNION VISITATION RIGHTS

Hospital shall allow representatives of the Union to visit Hospital at reasonable times to ascertain whether the contract is being observed and to assist in adjusting grievances. At least two (2) hours prior to any such visit, the Union representative shall make his/her presence known to a designated representative of Hospital (Hospital will advise the Union in writing of the designated representative) prior to entering into Hospital and shall only meet with Clinical Laboratory Scientists in non-work areas during each Clinical Laboratory Scientist's non-duty hours, Any representative from the Union shall not remove any property or records from Hospital without the express written authorization of the Vice-President of Human Resources.

ARTICLE 27

GRIEVANCE AND ARBITRATION

The parties shall use the following procedures to resolve any grievances that may arise during the term of this Agreement. The parties recognize that the goal of this Article is to discuss and resolve grievances informally prior to resorting to Step 2.

Section 1. DEFINITIONS

A. Grievance: a dispute raised by a Clinical Laboratory Scientist, the Union or Hospital concerning the interpretation application or compliance with any specific provision of this Agreement, or a dispute concerning whether

or not discipline, including discharge, is for just cause. Performance appraisals are not grievable or arbitrable under this Article.

B. Days: calendar days, excluding Saturdays, Sundays, and contract holidays.

Section 2. TIME LIMITS

Except for the filing of the grievance, time periods specified in this Article may be extended, so long as the agreement to extend is in writing and expressly agreed to by Hospital and the Union.

No grievance will be arbitrable unless: (a) the initial filing of the grievance was timely, as set forth in this Article; and (b) the written referral to arbitration was timely, as set forth in this Article.

Section 3. GRIEVANCE STEPS

A. Step 1: Within fourteen (14) days of the date on which a Clinical Laboratory Scientist first has knowledge, or reasonably should have knowledge, of the event or condition giving rise to the grievance, the Clinical Laboratory Scientist must discuss the matter with the Laboratory Director or designee. If the grievance is not resolved at this step, the Clinical Laboratory Scientist may appeal to Step 2. If the Laboratory Director or designee does not respond within seven (7) days of being informed of the grievance, the Clinical Laboratory Scientist or Union may appeal to Step 2.

B. Step 2: Grievances that are referred to step 2 shall be in writing and must contain the following information:

- The issue, situation or nature of the grievance;
- The date on which the issue or situation occurred, or the date on winch the Clinical Laboratory Scientist or the Union became aware of the issue or situation;
- The provisions of this Agreement alleged to have been violated, and
- The resolution or remedy sought.

Grievances relating to a Clinical Laboratory Scientist termination or suspension shall be presented within thirty (30) days of the termination or suspension date directly to the Vice President of Human Resources or his/her designee. No grievance shall be processed under this Article unless it has first been presented at this Step within thirty (30) clays of the date when either the Clinical Laboratory Scientist or the Union first had knowledge, or reasonably should have had knowledge, of the event(s) giving rise to the grievance.

A Step 2 meeting shall take place within fourteen (14) days after the filing of the grievance. The Vice President of Human Resources or designee shall respond in writing within fourteen (14) days of the meeting. If Hospital does not timely respond as provided in this section, the Clinical Laboratory Scientist or Union may advance to grievance to the next Step.

C. Step 3: If the grievance is not resolved at Step 2, the Clinical Laboratory Scientist or Union may proceed by submitting a written notification to the Vice President of Human Resources or designee within fourteen (14) days following issuance of the Step 2 response. The parties will select an arbitrator within fourteen (14) days of the notification. The parties will select an arbitrator by alternately striking a name from the FMCS list of arbitrators. The order of striking will be determined by a coin toss.

The arbitrator shall hear the grievances as expeditiously as possible, and shall render a decision in writing within sixty (60) days after the conclusion of the hearing or submission of briefs, whichever is later.

The arbitrator's authority is limited to interpreting the provisions of this Agreement and determining if just cause was used for cases of termination and suspension. The Arbitrator shall have no authority to add to, subtract from, or modify this Agreement

The arbitrator's decision shall be final and binding upon the parties. Arbitration expenses will be shared equally by Hospital and the Union. Each party shall bear its own expenses for representation and witnesses.

ARTICLE 28

DISCIPLINE

If any Clinical Laboratory Scientist is called to meet on a matter which involves the investigation of facts and the Clinical Laboratory Scientist reasonably believes the matter could lead to discharge or discipline, upon that Clinical Laboratory Scientist's request, Hospital will allow the Clinical Laboratory Scientist to be represented with a Union Steward or Representative at the meeting. There must be just cause for all discharge or discipline issued by Hospital.

Inspecting a Clinical Laboratory Scientist's Personnel File, A Union Representative or Steward may inspect material from a Clinical Laboratory Scientist's personnel file when such inspection is related to the investigation of a grievance, provided that Hospital has been given specific written consent for such inspection by the affected Clinical Laboratory Scientist(s).

ARTICLE 29

CLINICAL LABORATORY SCIENTIST'S RIGHT TO RECEIVE AND REVIEW EVALUATIONS AND WARNINGS

The Clinical Laboratory Scientist may, during normal business hours of the personnel office, review his or her personnel file to the extent permitted by law. The Clinical Laboratory Scientist shall be allowed by the Supervisor or Department Head to read, to sign and receive copies of personal evaluations or letters of warning prior to their placement in the Clinical Laboratory Scientist's personnel file. The Clinical Laboratory Scientist will receive a copy of the evaluation and/or letter of warning.

ARTICLE 30

NO STRIKE - NO LOCKOUT

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

ARTICLE 31

BULLETIN BOARDS

Hospital shall provide space on a bulletin board in the immediate vicinity of the Laboratory. A designated Union representative shall be responsible for posting material submitted by the Union.

ARTICLE 32

SEVERABILITY

If any provision of this Agreement or any application thereof is held by an agency or court of competent jurisdiction to be contrary to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision, All other provisions shall continue in full force and effect.

ARTICLE 33

CHANGE OF OWNERSHIP

NOTIFICATION In the event of a change of ownership of Seton Medical Center or if Seton Medical Center enters into a partnership, affiliation, merger, sale or other transfer of ownership of the Hospital's operation, the Hospital will notify the union with at least sixty (60) days written notice prior to the effective date of the sale, merge, affiliation, partnership or other transfer of ownership and upon request, bargain the effects with the Union.

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

ARTICLE 34

PHYSICAL EXAMINATIONS

PHYSICAL EXAMINATIONS

All pre-employment physical examinations required of Clinical Laboratory Scientist in connection with his/her employment, according to the Employer's practice, shall be given without charge to the Clinical Laboratory Scientist, and all costs incident to those examinations

shall be borne by the Employer. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the Employer to pay for any treatment which may be required as a result of any disease or condition disclosed during such physical examinations. Such examinations shall be without loss of pay, and shall include all laboratory, diagnostic and other clinical tests required by Title XXII or the Department of Health Services and/or the county in which the hospital operates and examinations and review of the Clinical Laboratory Scientist's medical history by a physician or nurse practitioner. Any disclosures to the Employer by the physician or nurse practitioner concerning the results of such physical examination shall be limited to certification that the Clinical Laboratory Scientist is physically able to perform the essential functions of his or her job.

ARTICLE 35

TERM OF AGREEMENT

This Agreement shall be effective as of 12:01a.m. the day following ratification this Agreement, and shall remain in effect until March 31, 2017.

SETON MEDICAL CENTER

_____

Date: _____

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

John Mader, President

Date: 1/24/2017

Nick Steinmeier, Union Representative

Date: 1/24/2017

SIDE LETTER BETWEEN

SETON MEDICAL CENTER (the Hospital) AND ESC LOCAL 20 (the Union)

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

Ma Mela Maur Guerrero: $500
Macario Irene Queza: $1000

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

Agreed to the Above:

For Seton Medical Center:	**For ESC Local 20:**
John Ferrelli	
Print Name: JOHN FERRELLI	Print Name:
Date: 2-8-16	Date: 2-3-16