

**Tentative Agreement between Local 20 and O’Connor Hospital, Seton Medical Center, and St. Louise Regional Hospital (“the Employers”) April 26, 2017**

Except as otherwise noted and proposed, the parties will maintain current contract language. As the parties assemble the new contract, grammatical and non-substantive changes may be made. In addition, where applicable, current references to CLS shall now change to bargaining unit member where applicable to also include MLTs.

**Duration**

The duration of the contracts shall be from May 1, 2017 to April 30, 2020. The prior contracts are extended until April 30, 2017.

**Article 17 Wages:**

**Wages:** The parties agree to the Employers’ Wage Proposal passed April 17, 2017. Subject to ratification, the year one increase referenced in the proposal shall be effective the first full pay period after May 1, 2017. The year two increase shall be effective the first full pay period after May 1, 2018. The year three increase shall be effective the first full pay period after May 1, 2019. Should the contract fail to ratify on or before the beginning of the first full pay period after May 1, 2017 then the year one increase for the non-ratifying employer shall be the first full pay period following ratification.

**Year 1:** The Employers propose the following wage grid, which shall be implemented the first full pay period after ratification. It is a market adjustment.

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

**Year 2:** an across the board increase of 3% for all bargaining unit members.

**Year 3:** an across the board increase of 3% for all bargaining unit members.

**Lead and Charge Pay:** The parties agree to the Employers Lead and Charge Pay proposals of April 3 and 17, 2017, except that the Shift Charge Pay shall increase from \$2.00 as proposed to \$2.50 per hour over base. Seton and St. Louise join in the April 3, 2017 proposals made by O'Connor.

### **Article 10 Shift Differentials**

The parties agree to the PM and Weekend Differential proposed in Management's April 3 package proposal, which is to increase the PM Shift Differential to \$4.00 per hour and the Weekend Shift Differential to \$2.00 per hour. The parties agree to increase the NOC Shift Differential to \$8.00 per hour.

### **Article 15 Scheduled Working Hours**

The parties agree to maintain current contract language.

### **Article 18 Healthcare**

The parties TA to the Employers Healthcare proposal dated March 23, 2017. The Employers acknowledge that any changes to the benefits coverage level for dental or vision would need to be noticed and bargained. This would not otherwise open up the contract for bargaining during this contract cycle:

#### 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 day in the month of termination.
  1. LDA Coverage (other than Registered Domestic Partner who will remain eligible for the medical, dental and vision plans). Current identified as Legally Domiciled Adults ("Grandfathered LDAs") shall continue to be eligible for dependent medical, dental and vision coverage provided they are qualified tax dependents and reside at the same resident address on the 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.

## Section 2. MEDICAL BENEFITS

Effective \_\_\_\_\_ [90 days of the ratification of the Agreement], the Employers shall make available two comprehensive medical plans as proposed by the Employers, i.e., the Verity hospital-based EPO ("EPO") plan and Verity hospital-based PPO/Buy-Up ("PPO") plan options for all benefit eligible regular full-time and regular part-time Clinical Laboratory Scientists. These plans shall be as proposed by the Employers on March 13, 2017 and March 23, 2017.

Effective \_\_\_\_\_ [90 days of the ratification of the Agreement], with respect to EPO coverage only, the Employers shall pay one hundred percent (100%) of the premium cost of the Employee, Spouse and Family coverage for all benefit eligible full-time Clinical Laboratory Scientists and part-time Clinical Laboratory Scientists, subject to the plan's eligibility requirements.

With respect to benefit eligible Clinical Laboratory Scientists who elect the PPO/Buy-Up plan only, the Employers will contribute the same dollar amount (equal to the Employer's contributions for EPO coverage) towards the cost of the PPO/Buy-Up plan and the Clinical Laboratory Scientist will contribute the difference through payroll deductions.

For calendar year 2017, benefit eligible Clinical Laboratory Scientists electing the PPO/Buy-Up will pay the following:

1. Employee only - \$31.85/pay period
2. Employee & Children - \$57.31/pay period
3. Employee & Adult - \$66.86/pay period

4. Employee & Family - \$98.69/pay period

These contributions shall be adjusted on a calendar year basis each year of this Agreement. Advance notification of the increases shall be provided with the annual open enrollment. Annual increases for Local 20 shall not exceed the increases for any other bargaining unit.

Section 3. DENTAL PLANS

The Employers will provide a basic dental plan fully paid by the Employers for the Clinical Laboratory Scientist and his/her dependents (including spouse, registered domestic partner and children). The Employers will maintain the PPO Dental plan, if any, on the same terms as currently provided to Clinical Laboratory Scientists.

Section 4. VISION PLAN

The Employers will continue to offer a vision benefit plan fully paid by the Employers for the Clinical Laboratory Scientist and his/her dependents (including spouse, registered domestic partner and children).

The Employers will continue to offer a voluntary vision Buy-Up option. Any Clinical Laboratory Scientist electing this Buy-Up option will pay the difference between the Buy-Up and the standard vision option.

Section 5. VOLUNTARY SHORT TERM DISABILITY PLAN.

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

Section 6. VOLUNTARY LONG TERM CARE PLAN

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

**Article 19 Group Life Insurance**

**ARTICLE 19 - GROUP LIFE INSURANCE**

*The Employers proposes no substantive changes to Article 19. The Employers only made grammatical changes as set forth below.*

The Employers 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.

The Employers 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**

The parties agree that current contract language shall apply.

#### **Article 21, Section 1 Education Leave**

The parties agree to the removal of the 80 hour accrual as proposed by the Employer on April 3, 2017, except that home study or online courses shall be limited to 20 of the 40 annual hours.

#### **Article 28 Discipline**

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

Section B. [New Language] The Hospital follows the general principles of progressive discipline. However, major violations of work rules and policies are cause for severe disciplinary action including discharge, as determined by the Hospital, regardless of whether previous disciplinary action has been taken.

Section C. [New Language] Except where prohibited by law, if after an eighteen (18) month period of time following the issuance of discipline there was been no discipline of a similar nature, the disciplinary notice will be removed from the Employee's personnel file upon the written request of the Employee.

Section D. [Existing Language] Inspecting a bargaining unit member'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 the Hospital has been given specific written consent for such inspection by the affected bargaining unit member(s).

**Response to MLT Proposal**

The Employers would agree to the following language:

It is the intent of the Employers to utilize the MLT classification as presented on March 8, 2017. The use of MLTs will not reduce hours the status hours of benefitted CLS or cause a lay-off of benefitted CLS positions. The ratio of MLT to CLS shall be as required by state law. (17 CCR Section 1032.5)

**CLS 1, CLS 2, Lead, Specialist and MLT**

The parties agree to the job descriptions passed by the employers on April 26, 2017, except that the Employers agree that references to training and education in the CLS 2 job description shall be replaced with "orient." For the Lead and Specialist, the references to supervise/supervision shall be changed to oversight or monitor.



Dated: 5/3/2017