

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



D/B/A: SAINT FRANCIS MEMORIAL HOSPITAL

AND



*Engineers and Scientist of California
Northern California*

ESC Local 20

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



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

2018-2022

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ARTICLE 1 RECOGNITION AND COVERAGE

Saint Francis Hospital recognizes the Union (Engineers and Scientists of California, IFPTE Local 20, AFL-CIO, CLC) as the exclusive collective bargaining representative for, and this Agreement covers, the employees in the classification of Clinical Laboratory Scientists (“CLS”) who are employed in Saint Francis Hospital’s Laboratory and excluding employees in the Laboratory, and in departments other than the Laboratory that are represented by another certified labor representative, confidential employees, managerial employees, guards and supervisors* as defined under the Labor Management Relations Act of 1947, as amended. The Laboratory located at Saint Francis Hospital in San Francisco is included in this Agreement. For the purposes of this Agreement, covered Saint Francis Hospital employees will be referred to as “employees”.

*In order to maintain status as supervisors for the purpose of this Article occupants of those positions shall work two (2) full (8 hour) days each per week on the bench.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes that there are certain rights which belong solely to the Employer unless specifically prohibited by the terms and conditions of this Agreement. Such rights include, but are not limited to: the right to manage and control the premises and equipment; the right to select, hire, promote, suspend, discharge, assign, supervise and discipline employees; the right to determine evaluations.

ARTICLE 3 UNION SECURITY

Section A. Required Membership

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to Federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this Agreement, whichever is later.

Section B. Employees Employed as of the Effective Date

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

1. Join and maintain membership in the Union;

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

Section C. Bargaining Unit Information

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

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

Section D. Deduction of Dues

1. Monthly Deduction. The Employer will deduct monthly Union membership dues, or the monthly service amount, from the salaries of those employees who authorize the Employer to do so in writing on a form provided by the Union.
2. Dues Remitted to the Union. Each monthly deduction required by this Article shall be remitted by the Employer to the Union at: 810 Clay Street, Oakland, CA 94607 (or such other location as the Union shall specify).

Section E. Indemnification

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

The Union shall indemnify and hold the Employer harmless against any costs or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any provision of this Article, including, but not limited to terminations of employment for reason of non-compliance with this Article, or arising out of the use of monies remitted to the

Union. The indemnification includes the cost of defending against any such actions or claims. The Union shall have no monetary claim against the Employer by reason of its failure to perform under this Article.

ARTICLE 4 NONDISCRIMINATION

Section A. Union Related Activity

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

Section B. General Provisions

Dignity Health and the Union will comply with all applicable laws regarding discrimination against any covered employee on account of sex, race, national origin, religion, political affiliation, or on the basis of age where an employee is forty (40) or more years of age. Dignity Health and the Union also agree that they will comply with the Americans with Disabilities Act (“ADA”), and that the terms of this Agreement relating to seniority and the posting and filling of vacancies may be departed from where reasonably necessary to accommodate a qualified employee or applicant with a disability, provided Dignity Health notifies the Union before departing therefrom, and, upon request, meets with the Union to explain (consistent with the employee/applicant’s privacy rights) the basis for its decision that a variance is necessary and appropriate under the ADA.

Complaints alleging discrimination in violation of federal or state law will be handled by appropriate government agencies, pursuant to the enforcement provisions and procedures established under such laws, but, in addition, such complaints are subject to the provisions of the Grievance and Arbitration Procedure, Article 18, up to but not including arbitration under Step 4 of that procedure.

ARTICLE 5 EMPLOYMENT CATEGORIES

Section A. Regular Employees

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

8 through 13 herein on a prorated basis in accordance with the number of straight time hours the employee works, up to a maximum of forty (40) hours in each workweek. For purposes of benefit accrual only, paid time off (“PTO”), extended sick leave (“ESL”), paid bereavement leave and paid jury duty leave will be considered as hours worked.

Section B. Limited Part-Time

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

Section C. Temporary

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

Section D. Per Diem Employees

A Per Diem employee is one who is either scheduled to work or is called in to work, but on an “as needed” basis. Saint Francis Hospital reserves the right to establish, change or modify availability requirements for Per Diem employees, so long as the requirements are not arbitrary or capricious. The Union and the Per Diem employees will be notified in writing in advance of any such requirements or modifications thereto. Per Diem employees are not eligible for employer-sponsored benefits, but will receive shift differentials and weekend premium, when applicable, premium pay in lieu of benefits as specified in Article 6, Section K, and premium pay specified in this Agreement for hours worked on the recognized holidays set forth in Article 7, Section E.5. Per Diem employees will be granted sick leave accrual per local and State law as appropriate.

Section E. Change in Status

If a Regular employee converts to Limited Part-Time, Per Diem, or Temporary employee status, then (s)he will be paid any remaining accrued but unused PTO. The employee’s prior accumulated ESL will be retained for a period of up to twelve (12) months for the employee’s future use in the event that (s)he again becomes a Regular employee within such twelve (12) month period, but may not be utilized by the employee while (s)he is in a Limited Part-Time, Per Diem, or Temporary status. Should the employee reconvert to Regular status within the twelve (12) month period, (s)he will resume benefit accruals at his/her previous rate. The employee’s rate of pay will not change upon his/her change in status, except that (s)he will receive the premium pay in lieu of benefits specified in Article 6, Section K.

Section F. Temporary Agency Personnel

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

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

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

Section H. Supervisors

Supervisors are non-bargaining members who work a maximum of two (2) eight (8) hour days a week as regularly scheduled to conduct laboratory testing.

ARTICLE 6 COMPENSATION AND HOURS OF WORK

Section A. Wage Ranges

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

Section B. Employee Wage Rates

Annual Increases

Year 1: Effective the first full pay period following ratification, all employees will receive a 3% ATB increase and the wage grids will be adjusted by 3%

- **Benefited employees** will receive a one-time lump sum bonus of \$500.00, effective the first full pay period following ratification.

- **Every other employee**, will receive a one-time lump sum bonus of \$250.00, effective the first full pay period following ratification.

Year 2: Effective the first full pay period in July 2019, all employees will receive a 3% ATB increase and the wage grids will be adjusted 3%

Year 3: Effective the first full pay period in July 2020, all employees will receive a 3% ATB increase and the wage grids will be adjusted 3%

Year 4: Effective the first full pay period in July 2021, all employees will receive a 3% ATB increase and the wage grids will be adjusted 3%

Movement to Scale:

- a. Effective the first full pay period 30 days after ratification, each employee who is not yet on the agreed upon scale will receive a 1% increase, or appropriate placement on the wage scale, whichever is less.
 - b. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 1% increase or appropriate placement on the wage scale, whichever is less.
 - c. Effective the first full pay period August 2020, each employee who is not yet on the agreed upon scale will receive a 1% increase or appropriate placement on the wage scale, whichever is less.
 - d. Effective the first full pay period August 2021, each employee who is not yet on the agreed upon scale will receive appropriate placement on the wage scale.
1. The Union and the Employer agree that it is in the best interest of both parties to recruit and retain qualified, experienced staff. To this end, either party may initiate discussions concerning specific job classification(s) possibly requiring a wage increase. Wage data used by the Employer and/or Union in identifying such classifications shall be data reflecting prevailing wage rates in the proximate area for similarly situated job classifications.

Any agreement reached concerning equity adjustments that modify the salary scale will be codified in a letter of agreement that will become part of the collective bargaining agreement. No ESC Local 20 member will have their wages reduced as a result of these discussions.

2. Employees shall receive step increases on their anniversary date. If an Employee goes to an unpaid status, step increases will not occur during that time.

3. The Employer will not place a new hire at a rate higher than a current employee of comparable years of experience without first notifying the Union and offering an opportunity to confer as set forth in paragraph two (2) above.

Section C. Maximum Wage Rates

Each employee will receive at least the minimum wage rate for his/her classification. No employee will receive any increase or any portion of an increase that would place his/her wage rate above the maximum rate for his/her range.

Section D. Straight Time Shifts and Workweek

1. Saint Francis may assign or schedule employees to straight-time shifts of up to eight (8) hours. Employees will not be required to work a shift which is split by any unpaid break of over one (1) hour. For the scheduled hours for all such shifts, pay will be the employee's individual straight-time rate, plus shift differential, weekend premium and pay in lieu of benefits, if applicable. A fulltime straight-time week will be forty (40) hours.

Section E. Overtime

1. Overtime (1½x) and double time (2x) premium will be calculated based upon the employee's regular rate for the two-week pay period.
2. An employee will be paid at the rate of one and one-half times (1½x) his/her regular rate of pay for all hours worked in excess of eight (8) hours in a day in the case of eight (8) hour shifts (or in excess of nine [9] or ten [10] hours in a day for employees assigned) to nine [9] or 10 [10] hour shifts) and for all hours worked in excess of eighty (80) hours during a pay period.

An employee required to work more than six (6) consecutive days without a day off shall be compensated at time and a half (1½) the employee's basic straight hourly rate for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual employee and with the agreement of the employer.

3. An employee will be paid at the rate of two times (2x) his/her regular rate of pay for all hours worked in excess of twelve (12) hours in a workday.
4. Paid time off taken (e.g., PTO for vacation, holiday, brief illnesses, etc.; ESL for extended sick leave; bereavement leave; or jury duty leave) will not count as time worked for overtime purposes.
5. Overtime and other premium pay will not be duplicated or pyramided for the same hours worked.

Section F. Workday and Workweek

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

Section G. Shift Differential

1. “Day Shift” means the majority hours of worked between 0700 and 1430.
2. “Evening Shift” means the majority of hours falling between 1430 and 2300.
3. “Night Shift” means the majority of hours falling between 2300 and 0700.

PM Shift Differential Clinical Lab Scientists = \$3.00/hr.

Night Shift Differential Clinical Lab Scientists = \$4.00/hr.

PTO/ESL hours shall be paid at the straight time rate in effect as of the date PTO/ESL is used plus any shift differential to which the employee may be entitled.

Section H. Premium Pay for Working a Non-Scheduled Shift

If called by Saint Francis Hospital and requested to work a night or weekend shift when not scheduled, with less than twenty-four (24) hours’ notice (other than when an employee has given his/her availability and is called to work an additional shift), the employee will receive two times (2x) his/her hourly rate for the first hour and one and one-half times (1½x) his/her hourly rate hereafter. Such premium will cease at the commencement of the employee’s next scheduled shift or when the employee is released from work, whichever is earlier. The Employer will determine at its discretion which employee(s) will be called back.

Section I. Meetings

1. Employee attendance at mandatory meetings called by Saint Francis Hospital, including inservice education meetings, will be considered time worked.
2. Employees attending mandatory meetings on a scheduled day off will be paid at straight time or one and one-half times (1½x) their regular rate, whichever rate applies. Employees attending a meeting while on standby will be paid for their attendance in accordance with this Section I.

Section J. Reporting Pay

If an employee reports for work as scheduled, (s)he will be guaranteed work or pay for the lesser of four (4) hours or one-half (½) of the employee’s normal shift. However, no work or pay is required under this provision if either: (1) Saint Francis Hospital has attempted to contact the employee by telephone (which call or attempted call will be documented) at least one hour prior to the start of the shift to inform the employee not to report; or (2) the employee has actually been notified to not report prior to reporting.

Section K. Premium Pay in Lieu of Benefits

Per Diem employees will receive premium pay equal to \$3.00 over his/her straight time rate, in lieu of all Employer-sponsored benefits. Per Diem employees will be granted sick leave accrual per local and State laws as appropriate.

Section L. Break and Meal Periods

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

Section M. Relief in a Higher Classification

Saint Francis Hospital may train employees to perform the duties of two (2) or more classifications, but such cross-training or the possession of multiple skills will not result in a change to such employee's classification or compensation. However, whenever an employee is temporarily assigned by the Employer for four (4) or more hours to perform all of the duties in a position in a classification that has a higher wage range than that of his/her normal position, (s)he will be paid for such work at a rate higher than his/her normal wage rate by an amount that is equal to the percentage difference between the minimums of the two (2) wage ranges, not to exceed five percent (5%). In no case, however, will the employee receive a wage rate higher than the maximum for the higher wage range.

Section N. Weekend Premium

Employees who work shifts beginning on or after 11:00 p.m. on Friday and ending at or before 11:00 p.m. Sunday will receive hourly premium as follows: Clinical Lab Scientists \$1.00.

ARTICLE 7 PAID TIME OFF AND EXTENDED SICK LEAVE

Section A. Purpose

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

Section B. Eligibility

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

Section C. Accrual/Accumulation

1. Regular Part-Time and Full-Time employees are eligible for Paid Time Off and Extended Sick Leave (ESL)

PTO Accumulations/Pay Period

Years of Service	Hours	Days
0 to 1	8.62	28
1 to 4	10.16	33
5 to 9	11.39	37
10+	12.62	41

ESL shall accumulate at the rate of 1.85 hours/pay period.

2. PTO/ESL will also accrue/accumulate on House Convenience time. PTO/ESL will not accrue/accumulate for overtime hours, for stand-by and call-back hours, or for PTO hours in excess of 320 paid out pursuant to Section G – Maximum Accrual/Accumulation, Section H – Donation of PTO Hours, or Section I – PTO Hardship Distribution.

Section D. Scheduling the Use of PTO

1. Departments

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

2. Employees

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

Section E. Use of PTO

1. Except in the case of an emergency, all PTO must be scheduled in advance and approved by the supervisor/manager. Unscheduled use of PTO will be closely monitored and considered as an absence under Saint Francis Hospital's attendance policy.
2. PTO may be used only after it is accrued; negative balances will not be allowed. PTO may not be taken in excess of the employee's scheduled hours (as noted in the personnel record) except in the following circumstance:

- a. If the supervisor requests an employee to work unscheduled hours during a pay period in which PTO has been scheduled and taken on a regular work day.
- 3. Accrued PTO is used for the equivalent of the first three (3) regularly scheduled work days or the first twenty-four (24) scheduled work hours of any illness, whichever occurs first, except where the illness requires hospitalization or outpatient surgery, or is compensable under Worker's Compensation laws. Saint Francis Hospital may require a physician's statement.
- 4. Accrued PTO will be paid for all absences other than those for which ESL is applicable, including leaves of absence, and will be paid upon the exhaustion of accumulated ESL for the remainder of the absence or leave. The sole exceptions are bereavement leave or jury duty leave. In addition, in the case of temporary layoffs the employee may elect to use or not use PTO.
- 5. Accrued PTO will be paid to employees who receive time off in observance of the following eight (8) national holidays:

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

- a. When a recognized national holiday falls on Saturday, the previous Friday will be observed. When a recognized national holiday falls on a Sunday, the following Monday will be observed.
- b. An employee who works on the actual recognized holiday will receive one and one-half times (1½x) his/her regular rate of pay for the hours worked.
- 6. All accrued but unused PTO will be paid out to an employee upon conversion to Limited Part-Time, Per Diem or Temporary status, and upon permanent layoff or termination.

Section F. Use of Extended Sick Leave (ESL)

- 1. Illnesses must be reported to supervisors according to department procedures.
- 2. Employees may not use ESL until they have completed their applicable probationary period.

3. Beginning the equivalent of the fourth consecutive regularly scheduled day, the employee will be paid for regularly scheduled hours missed due to illness/disability from the ESL account. Saint Francis Hospital may require a physician's statement.
4. Employees eligible for Worker's Compensation or State Disability Insurance will have their ESL account integrated with their Worker's Compensation or State Disability Insurance payments. The integration will be the difference between the employee's regular paid status and the amount paid by Worker's Compensation or State Disability Insurance after the appropriate waiting period.
5. In the case of Worker's Compensation, hospitalization or out-patient surgery, all pay for hours missed will be taken from accumulated ESL provided an employee has completed his/her probationary period.
6. Accumulated ESL will be forfeited when an employee converts to Limited Part-Time, Per Diem or Temporary status, and upon permanent layoff or termination. However, if an employee is re-employed in, or reconverts to, a Regular position within twelve (12) months, his/her accumulated ESL balance will be reinstated.

Section G. Maximum Accrual/Accumulation

1. Extended Sick Leave (ESL). The maximum accumulation for ESL is 480 hours. Additional ESL hours will not be accumulated until the employee's balance falls below 480 hours.

Section H. Donation of PTO Hours

1. PTO Donation

Employees are allowed to donate PTO for the benefit of other employees under IRS regulations for medical emergencies. Under the medical emergencies exception, the amounts received are not taxable to the donor, and are considered "wages" to the recipient for income tax purposes. The donor may not claim an expense, charitable contribution, or loss deduction for any PTO donated.

The IRS defines a medical emergency as "a major illness or medical condition of the employee, or family member of the employee, that requires a prolonged absence and will result in a substantial loss of income (this may include medical conditions related to pregnancy if required by a physician to be absent from work). This may also include intermittent absences related to the same illness or condition". The IRS has also approved plans that include extended time off following the death of a parent, child or spouse.

- a. Recipient Eligibility

An employee is eligible to receive a PTO donation if the employee meets all of the following:

- i. Has exhausted all paid leave available to them;
- ii. Be a benefits eligible employee;
- iii. Be on an approved Leave of Absence;
- iv. Will use the donated PTO for the employee's own personal illness (this may include medical conditions related to pregnancy if required by a physician to be absent from work) or the illness of an immediate family member, consistent with IRS requirements.

b. Donating Employee Eligibility

An employee wishing to donate PTO hours must meet all of the following:

- i. Have completed ninety (90) days of continuous service in benefits-eligible status;
- ii. Will not, as a result of their donation, reduce their total accrued PTO balance below their regularly scheduled hours per pay period.

c. Procedures Applicable to PTO Donation

- i. All donated PTO must be used as medical leave by the recipient;
- ii. Should any donated PTO not be needed by the recipient after the medical leave is completed, it will remain in the donor's PTO bank.

2. PTO Hardship Withdrawals

a. Eligibility

In the event an employee suffers a severe financial hardship due to an unforeseeable emergency beyond the control of the employee; the employee may be eligible for a PTO hardship withdrawal. PTO hardship withdrawals are subject to IRS regulations. The IRS defines an unforeseeable emergency as a severe financial hardship: resulting from an illness or accident of the participant or the participant's spouse or a dependent (as defined in Section 152(a) of the Internal Revenue Code); the loss of the participant's property due to casualty, or some other extraordinary or unforeseeable circumstances arising as a result of events beyond the participant's control. The circumstances that will constitute an unforeseeable emergency will depend upon the facts of each case. Examples of events that may qualify for a PTO hardship withdrawal are: death of a family member, expenses associated with the sudden or unexpected illness of an employee or their dependent, loss of property, including casualty loss, foreclosure of primary residence and eviction from primary residence, or other extraordinary events beyond the control of the employee.

b. Procedures Applicable to PTO Hardship Withdrawals

- i. A hardship withdrawal cannot exceed 80 hours of PTO and cannot exceed the employee's PTO accrual balance.

- ii. The participant must not have any other source for the funds required to satisfy the hardship.
- iii. Employees must complete the PTO Hardship Withdrawal application and submit to the HR department. HR will verify that request complies with IRS requirements.

ARTICLE 8 TUITION REIMBURSEMENT/CONTINUED EDUCATION TIME

Section A. Tuition Reimbursement

1. Eligibility

The Employer will reimburse tuition to employees who meet the requirement of the Employer's tuition reimbursement program. Eligible employees include all active benefited employees who have completed six months of continuous employment. Eligible employees must maintain eligibility during the entire length of the course. Tuition reimbursement shall not be granted for course work started, in progress, or completed prior to completing six months of continuous employment. The Employee must apply in advance in writing specifying the course he or she wishes to attend and obtain approval to attend. Courses submitted for reimbursement must be taken on non-work time.

2. Approved Courses

Programs leading to a high school diploma, the General Education Development (GED) exam, college courses, degree programs or their equivalent shall be approved. Courses and certification programs which are job related or related to future promotional opportunities with the Employer shall be approved. Exam preparation courses are eligible for reimbursement provided that successful passage of the examination leads to credit for a course which would otherwise have been approved and that the employee successfully passes the examination.

3. Amount of Reimbursement

The Employer shall reimburse the employee for fees paid for tuition and fees for approved courses up to \$3,000.00 per fiscal year. Eligible fees include fees which are required as part of the course enrollment (for example: registration, student body fees, lab fees, books, course challenging fees, etc.). Ineligible fees include late fees, parking fees, transcript fees, admission fees, etc. For the purpose of calculating the annual maximum reimbursement, the course completion date will be used.

4. Requests for Reimbursement

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

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

Section B. Continuing Education Time

1. Eligibility

Eligible employees include employees who are benefited with more than six (6) months of continuous service with the Employer.

2. Paid CET

Eligible employees shall accrue twenty-four (24) hours of CET or their current rate of accrual (whichever is greater, see Appendix D) each calendar year (not cumulative from year to year), prorated for employees scheduled to work less than full-time. Payment for such CET shall be at the employee's straight time hourly rate. CET is not considered productive time and is therefore not included in hours worked when determining overtime eligibility.

3. Approval of CET

The Employer will consider application for CET provided:

- a. The course, workshop or seminar are related to the healthcare profession in the employee's area of work and there is a direct benefit to the employee in maintaining and improving skills in his/her current position; and
- b. Such CET does not interfere with staffing requirements or patient care; and
- c. The course, if offered by an accredited institution and is a segment of a recognizable course of instruction culminating in a degree or the course is offered by a provider that has been approved by the State as a provider of continuing education course which may be counted towards the employee's continuing education requirement for certification and licensure, if applicable; and
- d. A written application along with the course outline is received in Human Resources at least four (4) weeks prior to the commencement of the schedule in which the CET is to be taken (the four week requirement may be waived at the Employer's discretion). When a leave of absence or change in the work schedule is not needed for an employee to complete the CET, four (4) weeks prior notice shall not be required, however, the employee must secure his/her supervisor's prior approval of the course to be taken.

4. Home Study

An eligible employee may elect to utilize CET on a day he/she is not normally scheduled to work for the purpose of home study. The home study course must meet the same

criteria as outlined for non-home study CET. Proof of completion must be submitted in order to receive reimbursement.

Section C. In-Service Education

When the Employer provides an in-service education program for employees in a particular classification or classifications under the Agreement, the Employer will use its best efforts to see that the in-service education sessions are available to all employees in such classification or classifications on all shifts.

ARTICLE 9 LEAVES OF ABSENCE

Section A. Leaves of Absence Defined

A leave of absence is any absence from work, whether paid, unpaid, or a combination of paid and unpaid absence, normally for more than one (1) week, other than vacation leave. However, family/medical and pregnancy disability leaves of a shorter duration will also be handled in accordance with this Article.

Section B. Types and Maximum Duration of Leaves

1. Medical Disability Leave. An employee is entitled to a maximum of one hundred twenty (120) calendar days leave of absence for the employee's total absence due to disability or illness in a year. Paid time off and unpaid leave will both be considered for purposes of determining the maximum leave available under this Section.
2. Industrial Accident Leave. When an employee needs to take a leave of absence as a result of qualifying work-related injury, (s)he will be entitled to an industrial accident (Workers' Compensation) leave. Duration of this leave will be determined on a case-by-case basis.
3. Statutory Family/Medical and Pregnancy Disability Leave. Employees will be eligible for family/medical leave and pregnancy disability leaves as provided by applicable federal and state laws, and in accordance with Saint Francis Hospital's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.
4. Military Service. Military leave and the return to work thereafter will be handled in accordance with applicable law and Saint Francis Hospital policy.
5. Personal Leaves. A leave of absence for personal reasons, or for reasons other than those specified in this Section, may be requested by an eligible employee. Such leaves may be granted for a period of up to thirty (30) calendar days, with one thirty (30) calendar day extension each year, but the granting or denial of any such leave, including but not

limited to determining the length of any leave granted, will be within the discretion of Saint Francis Hospital, consistent with applicable law.

Section C. Eligibility for Leave

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

Section D. Use of PTO and ESL During Leaves

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

Section E. Leave Procedures

1. Request for Leave. An employee who wishes to request a leave of absence may go to his/her Manager/Supervisor who will provide the employee with written instruction on the appropriate procedure. Except in an emergency, requests for leaves of absence and any appropriate and/or required supporting information will be submitted by the employee thirty (30) days in advance of the requested time off or as much in advance as possible if the need is not known thirty (30) days in advance.
2. Emergency Leaves. In case of an emergency, the immediate supervisor will be notified immediately of the emergency and the reasons which require a leave, and the immediate supervisor will provide the employee with written instruction on the appropriate procedure. If approved, and as soon as is possible thereafter, the employee will complete any necessary leave of absence applications, and provide the required supporting information. Emergency leaves will be granted only for the reasons set forth in Subsections B.1., B.2., and B.3., above, or as otherwise required, and the granting of approval will not affect Saint Francis Hospital's right to request subsequent verification of the reasons given when the leave was requested.

Section F. Verification

As a condition to authorizing, continuing or extending a leave of absence, verification may be required of the reasons given by the employee who is requesting the leave. In addition, verification may periodically be requested (typically, once per thirty [30] days) to update information and/or documentation on the continued existence of reasons requiring a leave, and the employee's intent to return from leave.

Section G. Return from Leave

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

Section H. Failure to Return from Leave

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

Section I. Performing Work While on Leave

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

Section J. Adjustment of Seniority Date and Anniversary Date

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

ARTICLE 10 BEREAVEMENT LEAVE

When a death occurs in the immediate family of a benefited employee, he/she shall be entitled to a leave of absence of up to forty (40) hours with pay to be taken within the seven (7) consecutive calendar day period of the death. Such leave shall not exceed the normal number of scheduled hours within a normal work-week. Non-benefited employees may be excused from work for up to seven (7) days without pay within a seven (7) calendar day period of the death. Immediate family is defined as spouse, parents, children, step-children, siblings, grandparents, grandchildren, current parent-in-law, or any other person living in the same household, or parent

of any other person living in the same household. If an employee has no natural parents living, his/her legal guardian, if any, may be deemed an alternative for the purpose of this Section.

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

ARTICLE 11 JURY DUTY

Section A.

An employee must notify his/her supervisor immediately upon receipt of a summons to report for jury duty.

Section B.

A Regular employee who has completed his/her probationary period and who is required to report for jury duty will be excused from work for the duration of the daily obligation and will receive, on days (s)he would otherwise have worked, an amount equal to his/her pay for the regular scheduled day. The employee must show proof of reporting for jury duty, as well as documentation of the fees received. This jury duty pay is based upon the regular work schedule of the employee, which means, for instance, that an employee who is scheduled to work two (2) days a week, and who reports to jury duty on four (4) days during that week, will only be paid for jury duty under this Section on the two (2) days (s)he would have worked.

Section C.

On any day in which an employee is released from his/her jury duty obligation in sufficient time to return to work for a minimum of one half (1/2) of the scheduled shift, (s)he will contact his/her manager/supervisor to discuss return to work options.

Section D.

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

Section E.

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

ARTICLE 12 HEALTH BENEFITS

Saint Francis Hospital shall offer one fully Employer paid medical, dental and vision benefit to ESC bargaining unit members. Coverage shall be limited to benefited Regular Full-time and Part-time bargaining unit members and their eligible dependents as specified in the Summary Plan Description. Duplicate coverage is not allowed in any benefit plan. An employee may have only one adult, other than the employee, covered under the Employer's health plans, as per current practice.

Effective January 1, 2019, all employees electing to continue coverage under the fully employer paid medical plan will pay a monthly premium based on the level of participation elected by the employee as follows:

Employee Only	\$0
Employee + Child(ren)	\$100
Employee + Adult	\$125
Employee + Family	\$175

Beginning January 1, 2020, these monthly premiums will be increased by 6% per year.

The fully employer paid medical plan offered pursuant to this Article will include a prescription drug plan. In an effort to control rising healthcare costs and to better position the medical plan for long term sustainability, on or after January 1, 2019, Dignity Health may:

- Adjust the co-pay amounts for the prescription drug plans to \$10/\$20/\$40 for up to a 30-day supply of medication from a network retail pharmacy. A 90-day supply through mail order will be 2.5 times the applicable co-pay.
- Adopt the Generic Dispensation Utilization Program protocol known as "Dispense As Written 2". Under this protocol, if the prescribing physician indicates "dispense as written", the employee can get the brand drug for the brand co-pay, without paying the difference in cost between the generic and brand.

For the life of the contract, the Employer will maintain the existing or comparable medical, dental and vision plans currently covering bargaining unit employees. However, on or after January 1, 2019 the Employer, where feasible, may implement the Dignity Health Plan, consisting primarily of Dignity Health Hospital facilities and providers, as the fully employer paid health plan under the collective bargaining agreement. Employee deductibles and co-pays for the Dignity Health Plan will be the same as existing fully employer paid plans but may be structured as a PPO, HMO or EPO. Employee deductibles and co-pays for covered services not offered within the Dignity Health Plan network will also remain the same as existing fully employer paid plans. All other terms and conditions of the Dignity Health Plan shall be the subject of good faith negotiations between the parties.

The Parties jointly commit to make reasonable efforts to reduce the Employer's health care premium costs and/or offset future increases. The Parties intend to achieve this through a collaborative commitment to employee and dependent wellness and healthcare management programs (section A) together with cost control strategies.

Section A. Employee Health and Care Management Program

The parties recognize that chronic diseases usually require regular medical oversight and monitoring to achieve best outcomes and appropriate utilization of resources. To that end, the parties agree that as part of the fully Employer paid plan, the Employer will transition to an Employee Health and Care Management Program which will assist employees and their dependents manage chronic diseases. Before introducing any such program, the Employer will meet with the Union to seek its input and bargain over the impact of any such program

Conceptually, such a program may include employees annually completing biometric screenings and an online health risk assessment before the annual benefits open enrollment period to be eligible for:

- The fully employer-paid medical plan
- Any wellness incentives or awards

Employees identified with certain health status risks or chronic disease states would participate in disease management programs offered to better manage or improve their health status and outcomes.

Employees would also be encouraged to participate in optional online and/or onsite wellness and health improvement activities, classes and programs that may be offered.

Section B. Non-Fully Employer Paid Medical Plans

The Employer will continue to use the current formula/practice that is uses to subsidize non-free plans.

ARTICLE 13 RETIREMENT

During the life of this Agreement, employees covered by this Agreement will be eligible to participate in the Dignity Health Guaranteed Growth Account (GGA) in accordance with, and subject to the terms of, that plan. New employees will be provided access to a copy of the Dignity Health Retirement Program booklet within thirty (30) days of their start date.

Section A. Retiree Health Program

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

1. An employee is eligible for the retiree health program if the employee has completed twenty (20) years of service at Dignity Health and retires at the age of sixty-two (62) or greater from Dignity Health service. Years of service must include at least five (5) years of continuous benefited service immediately preceding the date of retirement. A year of service is defined as a year in which the employee has worked at least one thousand (1,000) hours within a calendar year.
2. Beginning with the employee's date of hire, for each year worked, the Employer will credit a reimbursement account with a percentage of pay as indicated in the chart below:

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

3. This account may only be used to reimburse employees for eligible employee-only healthcare costs. (Eligible costs shall be those pre-tax reimbursements allowable under applicable IRS codes such as premium costs of Medicare Part B and the Medicare Rx Plan, etc.).
4. The maximum total individual account is \$35,000.
5. Upon retirement at age sixty-five (65), the employee is eligible for reimbursement of the full amount credited. If the employee retires between age sixty-two (62) and age sixty-four (64), the available reimbursement amount shall be reduced by five percent (5%) per year for every year before age sixty-five (65).

ARTICLE 14 SCHEDULING

Section A. Posting of Schedules

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

Section B. Changes in Schedule

Once posted, the schedule will not be arbitrarily changed. If, in the Employer's discretion, a change to the schedule is necessary the Employer shall make such changes by rotation commencing with reverse bargaining unit seniority within classifications among employees who have equivalent skills and/or competencies.

The Employer will not make shift changes to employees who were hired into a regular shift (day, pm, night) without agreement, in writing, from the employee. For example, the Employer may not arbitrarily change a day shift employee to night shift without agreement from the employee. Employees hired into varied shifts are exempted from this paragraph.

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

Section C. Rest Between Shifts

The Employer shall not schedule a shift for an employee which commences with ten (10) hours of the end of the employee's last scheduled shift. All hours worked within the above rest period shall be paid at the rate of time and one half (1½), Overtime for which premium pay is give shall count as rest periods for purposes of this Paragraph. Section C. Rest Between Shifts may be waived on the written request of the individual employee and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual employee shall indicate the time period during which such waiver shall be in effect. An Employee has the right to decline waiving their ten (10) hour Rest Between Shifts period.

Section D. Working Multiple Shifts

Employees may voluntarily agree to work all or part of an additional shift due to staffing issues. Staff may waive their right to have a minimum of a ten (10) hour rest period between shifts, or have the right to decline the request to work additional hours beyond their regular shift. Staff may also request to exchange shifts (work all or part of an additional shift and be relieved of an upcoming regular shift) to assist with immediate staffing issues. Exchanging shifts will be at the written approval of management.

ARTICLE 15 ASSIGNMENT ACROSS BARGAINING UNIT LINES

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

ARTICLE 16 PERFORMANCE EVALUATIONS

Dignity Health will evaluate the performance of employees, in writing, at the completion of their probationary period. Thereafter, the employee's performance will be evaluated annually. The evaluation will be discussed with the employee, and the employee will sign the evaluation to indicate that it has been reviewed with him/her. The employee's signature will not, however, be construed to indicate the employee's agreement with the evaluation and the employee may submit written comments concerning the evaluation, and is encouraged to do so. Any such written response will be attached to the evaluation, and placed in the employee's personnel file along with the evaluation. A copy of the evaluation will be given to the employee.

ARTICLE 17 DISCIPLINE, DISCHARGE & TERMINATION

Section A. Probationary Period

Employees will serve a probationary period during the first three (3) calendar months of employment, the first three (3) calendar months of employment in a new classification, or the first three (3) months of employment in a Regular or Limited Part-Time status in the same classification in the case of the initial conversion to such status by a Temporary or Per Diem employee. An employee's probationary period may be extended an additional three (3) months by mutual agreement of the Employer and the Union, and such agreement shall not be unreasonably denied.

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

1. To return to his/her former position if it remains vacant and posted;
2. To bid upon any available position in his/her former classification and/or department for which (s)he is qualified, and receive preference over employees from other classifications and/or departments as applicable;
3. To bid upon any available position in another classification and/or department, as applicable, subject to another three (3) month probationary period; or
4. To take a Per Diem position in his/her former classification.

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

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

Unless it involves a change from Temporary or Per Diem status to regular status, an employee may not bid upon another position prior to completion of his/her probationary period without the prior approval of Saint Francis Hospital. If an employee successfully bids upon another position during his/her probationary period, (s)he will serve another full probationary period.

Section B. Discipline For Cause

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

ARTICLE 18 SENIORITY, LAYOFF AND VACANCIES

Section A. Definition

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

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

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

Section B. Reduction in Force

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

2. Permanent Layoffs. A permanent layoff is a layoff anticipated by Saint Francis Hospital to be for more than thirty (30) days. Layoffs will be by classification and department. Unless a suddenly-occurring unexpected event causes the layoff, employees being permanently laid off will receive fourteen (14) days' advance notice of such layoff, or pay in lieu thereof, in part or in whole. The Union will be given a copy of any written notification of layoff. After the use of Temporary Agency personnel is discontinued, Temporary employees will be the first employee to be laid off. Volunteers among an affected classification may be sought prior to implementation of a layoff. Within the department and classification, layoffs will be conducted by seniority. No Regular, Part-Time, or Limited Part-Time employee, or Per Diem will be laid off before temporary agency personnel in the same classification.

Layoffs shall be in reverse order of seniority. For purposes of lay-off only, all classifications in the Laboratory shall be considered the same.

A laid-off employee may elect to take a Per Diem position in his/her classification and department, however, laid off employees who elect to take a Per Diem position will not gain any additional seniority over a laid off employee who declines taking a Per Diem position. If it deems it necessary to do so in order to meet staffing needs, Saint Francis Hospital may reassign shifts, locations and schedules of the remaining employees, but will do so in the manner that offers the greatest opportunity to senior employees to lessen the impact on them, provided the needed qualifications, skills and abilities are present at all times. Saint Francis Hospital will not be precluded from using Per Diem employees during a layoff to provide replacement coverage or for irregular increased staffing needs, however, St. Francis will not hire any new Per Diem employees until first offering the position to employees who qualify for Article 32 Section E. Re-employment from layoffs.

In the event such a layoff occurs the severance provisions of Article 33 will be invoked.

3. Temporary Layoffs. In the event Saint Francis Hospital must temporarily reduce the number of employees, or the number of hours, due to operational or other reasons, for a period of thirty (30) days or less, Saint Francis Hospital will first ask for volunteers to take a day off without pay from among the employees assigned to that classification and work area on that day and shift. In the event there are no volunteers or an insufficient number of volunteers, Saint Francis Hospital will cancel Temporary and Per diem employees assigned to that classification and work area on that day and shift, in that order. If such cancellations are insufficient to meet the needs of Saint Francis Hospital, Saint Francis Hospital will then assign a day off without pay, on a rotating basis utilizing reverse seniority among the employees assigned to that classification and work area on that day and shift, provided that employees with the necessary qualification and skills and ability can be retained through such rotation on a given day.

Where the need is known sufficiently in advance to do so, Saint Francis Hospital will attempt to notify affected employees of the need for a day off without pay at least two (2) hours in advance of the employee's scheduled shift, and earlier if possible. Employees

who aren't notified two (2) hours in advance and report to work will be provided a minimum of two (2) hours of pay. Taking such a day without pay will have no effect on a Regular employee's seniority or accrual/accumulation of benefits. Regular employees taking a day off will be permitted to use accrued PTO if they so choose. If the employee is later called in to work during that shift, he/she will be guaranteed a minimum of four (4) hours of work or pay at his/her straight time rate plus shift differential and weekend premium if applicable, and if the employee has elected to utilize accrued PTO, PTO will be used only in an amount that is necessary to bring the employee's total hours paid to the amount that equals the hours for which the employee was originally scheduled. The employee may decline any requests to return to work during a shift they were temporarily laid off for. If the temporary layoff is anticipated to be for a period of one (1) week or more, an employee in a classification for which a float pool exists meets the qualifications for that float pool, he/she may request to be placed in the float pool on those days (s)he is cancelled.

4. Break in Service. Twelve (12) calendar months on layoff status constitutes a break in service and the employee will have no further job rights under this Agreement. If the employee subsequently is rehired, it will be as a new employee.
5. Other Procedures. The parties may mutually agree upon a procedure to follow other than that set forth in Sections A and B where they deem it appropriate to do so. Any agreement must be in writing and signed by an authorized Union and Employer representative.

Section C. Permanent Vacancies

1. Posting of Vacancies. All permanent vacancies for positions covered by this Agreement will be posted for at least seven (7) calendar days. Interested employees will apply within this seven (7) day period. Copies of all such postings are available on the Saint Francis Hospital website. In addition, each department will post copies of all new department-specific postings to the Union Boards as they become available.
2. Filling Posted Vacancies
 - a. Saint Francis Hospital will be the sole judge of an employee's qualifications, and has the right to select the best qualified applicant from those applying. "Qualifications" also include present skills and abilities to perform the job, and performance.
 - b. If two (2) or more current employees are presently qualified and are judged approximately equal in their qualifications to fill a vacant position, and they are the best qualified applicants then, as between those employees, the senior employee will receive the vacancy.
 - c. If no current employees or no current employees who are judged qualified apply for a position within the seven (7) day posting period, or if an applicant from

outside the bargaining unit is determined to be the best qualified applicant for the vacancy, Saint Francis Hospital may fill the vacancy from outside of the bargaining unit.

- d. Nothing in this Section prohibits Saint Francis Hospital from temporarily filling the vacancy during the posting and selection process if it deems necessary.

3. Determination of Vacancies

Saint Francis Hospital will determine whether a permanent vacancy exists, and its judgment will not be subject to the Grievance and Arbitration procedure, Article 19.

ARTICLE 19 GRIEVANCE AND ARBITRATION

Section A. Definitions

1. Grievance. A grievance is defined as a dispute concerning the interpretation or application of any express provision of this Agreement, including disciplinary actions taken against an employee pursuant to this Agreement.
2. Time Limits
 - a. As used in this Article the term “days” is defined as calendar days. The date of receipt by either party of a grievance form or arbitration request will not count toward calculation of the time period set forth in this Article.
 - b. The time period specified in this Article may be waived or modified at any time, but only by mutual written agreement of the parties, or by oral agreement with subsequent written confirmation within five (5) days after the oral agreement is reached. Unless waived or modified in accordance with the prior sentence, the time limits contained herein will be strictly construed. No grievance will be arbitral unless all the time limits have been met. If the last day for acting is Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

Section B. Procedure

It is the shared view of Saint Francis Hospital and the Union that most disputes should be resolved by informal, frank discussions between the employee and his/her immediate supervisor. Therefore, the employees must initiate such discussions prior to filing a formal complaint, and may elect to be accompanied by a Union Steward. If the result of these discussions is unsatisfactory, the employee may elect to initiate the grievance resolution procedure set forth below.

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

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

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

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

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

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

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

Step 4: If the remedy or solution as originally requested has not been provided as a result of the prior steps, or the prior step in the case of a discharge grievance, and the grievance has not otherwise been resolved the Union or Saint Francis Hospital, as applicable, may proceed by submitting a request to the other party for arbitration. The party requesting arbitration must submit the written request within twenty (20) days following the receipt of the Step 3 response or within twenty (20) days after the expiration of the five (5) day response period at the prior step if no response is received within that time period. A Union request for arbitration will be sent to the Human Resources Department.

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

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

The fees and expenses of the arbitrator, the costs of a hearing room if rented outside of Saint Francis Hospital facilities, and the cost of the court reporter for the hearing, which may be requested by either party if not required by the arbitrator, will be borne equally by the parties. Each party will bear their own expenses of representation and presentation of

their case, including witnesses, and including the cost of any transcript for the party's own use.

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

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

Section C. No Strike/No Lockout

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

ARTICLE 20 EMPLOYEE PERSONNEL FILES

Section A. Employee Access

An employee may inspect his/her own personnel file at reasonable times upon his/her request. Employees may request a copy of their personnel file.

Section B. Union Access

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

ARTICLE 21 UNION STEWARDS/PARTICIPATION IN UNION ACTIVITIES

Section A. Selection of Stewards

Saint Francis Hospital agrees to recognize not more than two (2) Union Stewards designated by the Union, one (1) of whom will be designated by the Union as the Chief Steward for the Laboratory. Upon selection of a Union Steward, the Union will advise the Human Resources Director, in writing, of the employee so designated and of whether the employee so designated is a Chief Steward. Any employee designated as Union Steward will be a current employee of Saint Francis Hospital, currently on the payroll, and currently working on a job clearly covered by this Agreement at the time of appointment and at the time of the performance of any Steward functions.

Section B. Limitation on Steward Activities

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

Section C. Duties

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

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

Section D. No Interruption of Work Duties

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

employee to disregard the orders or directions of their supervisors and will at no time advise or direct an employee to disregard the orders or directions of a supervisor.

Section E. Contract Negotiations

For Bargaining Negotiations, up to three (3) employees may be appointed or elected to the Union Negotiating Committee and shall be eligible to be fully compensated by the Employer for up to eight (8) work days missed because of their attending negotiating meetings and mutually agreed upon caucus time on those days. The compensation to be paid to committee members by the Employer for work days missed shall include the employee's wages, differentials, payment of health premiums, PTO accruals, seniority accruals and any coverage for which the employee is otherwise eligible. Time spent in negotiating meetings or caucuses will not be considered time worked for the purposes of overtime calculation. The Union shall notify the Employer at least three (3) weeks in advance of the first negotiating meeting of the names of the committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least twenty-four (24) hours prior to any meeting of any changes in the committee for such meetings.

Section F. Union Shop Stewards

1. The Union shall provide the Employer with a written list of Union Stewards after their designation, and shall notify the Employer of changes as they occur. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union Steward under this Article.
2. The functions of the Union Steward include the (1) ability to assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances at Step 1 or 2 of the grievance procedures, and (3) to service as a Union representative for Weingarten meetings. Any agreements outside of contract language must be authorized in writing by Union Staff and not the Union Steward.
3. Union Stewards shall perform their functions or Union related activities on their own time, de minimis time will be allowed. However, if a meeting is mutually agreed to with the Union Steward during the Union Steward's work shift, that time will be paid for by the Employer. If the Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, unpaid release time shall not be unreasonably denied.
4. Union Stewards shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
5. The Employer's designated representative will meet with two (2) Union Staff Representatives and/or Union Stewards and any affected employee on any grievance or issue concerning this Agreement. However, if additional employee(s) or Union Representatives have firsthand facts to present as a witness concerning the Union's

grievance issue, then such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.

6. Upon advance written request and written approval by management, subject to staffing and scheduling needs, the Employer will provide up to five (5) days without pay per calendar year to a Union Steward for the purpose of participating in Union education programs.
7. Upon advance written request and subject to staffing and scheduling needs, duly recognized Shop Stewards will be permitted to leave their normal work to attend the monthly Shop Steward meeting. The Employer will not unreasonably deny such requests. No more than eight (8) hours of such release time per month will be granted to a maximum of one (1) Steward per every twenty-five (25) bargaining unit employees, up to a maximum of two (2) per facility.
8. Time spent attending arbitration hearings by Shop Stewards, grievants and witnesses called by the Union shall be unpaid.

Section G. Labor/Management Meetings

For bi-monthly Labor/Management meetings, up to two (2) employees may be appointed or elected to attend these meetings and shall be eligible to be fully compensated by the Employer for their work hours missed for their attending Labor/Management meetings and mutually agreed upon caucus time on those days. Prior agreement will be required for compensation for any additional Labor/Management meetings. The compensation to be paid to committee members by the Employer for work hours missed shall include the employee's wages, differentials, payment of health premiums, PTO accruals, seniority accruals and any coverage for which the employee is otherwise eligible. Time spent in meetings or caucuses will not be considered time worked for the purpose of overtime calculation.

ARTICLE 22 UNION VISITATION

Section A. Staff Representatives

A duly authorized Staff Representative of the Union shall be permitted to enter the facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Staff Representatives shall advise Human Resources, or his/her designee, of each visit upon entering the facility. The Staff Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. When at Saint Francis Memorial Hospital, the Staff Representative will wear his/her Union Rep badge issued by the Employer. The Employer and Union will mutually share the responsibility of communicating badge requirements and badge processing.

The Staff Representative shall not interfere with the work of any employee. This shall not prevent a Union Staff Representative from conferring with an employee and his/her

supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee.

Section B. Use of Facility Conference Rooms

The Employer shall provide the Union reasonable access to on-site conference rooms, upon request, based upon availability, in accordance with current scheduling procedures and limitations on use as are applied to management, administration, and doctors.

ARTICLE 23 BULLETIN BOARDS

The Employer will furnish a bulletin board, to be used only for Union business, in the Saint Francis Hospital Laboratory Break Room. Notices posted will be limited to official notices of Union business or meeting which do not contain editorial comment or disparaging comments. Postings elsewhere in the Employer's facilities, whether by Union representatives, stewards or employees are strictly prohibited, and may be grounds for disciplinary action.

ARTICLE 24 SAFETY

Dignity Health will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety laws and the regulations of Dignity Health. In the event any safety or health hazard is detected, it will be promptly reported to the Employer's Safety Officer and/or Dignity Management. Dignity Health will then have a reasonable period of time to remedy the situation. If, in the judgment of the employee or the Union, Dignity Health thereafter fails to remedy the situation completely, the employee or the Union will be free to contact the Industrial Safety Commission of the State of California for appropriate action. There will be no adverse action taken against any employee for such report. Disputes concerning conditions of health and safety within Dignity Health will be subject to the Grievance and Arbitration Procedure of this Agreement and will also be subject to the applicable administrative procedure established by federal and California laws.

ARTICLE 25 SMOKING

Smoking is not permitted on the Employer's premises.

ARTICLE 26 DRUG-FREE WORKPLACE

Dignity Health and the Union agree that the interests of the patients, the Employer and the employees are all best served by the maintenance of a drug-free workplace. To that end, Dignity

Health may conduct drug testing of employees based upon reasonable suspicion or after the occurrence of a workplace accident or injury in accordance with Dignity Health's policy.

ARTICLE 27 FULL AGREEMENT

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

ARTICLE 28 SAVINGS CLAUSE

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

ARTICLE 29 PERSONNEL POLICIES

The Employer's personnel policies will continue to apply to covered employees. In the event the Employer intends to change an existing personnel policy or create a new personnel policy that will change a term or condition of employment of covered employees, the Employer will provide the Union at least fifteen (15) days of notice and copy of said policy and an opportunity to meet and discuss the intended change(s).

Covered employees will receive a copy of any revised or new policies and/or changes to the Employee Handbook in the usual and customary manner that such changes are communicated to all employees. A copy of policy or handbook changes that impact working conditions will also be forwarded to the Union.

ARTICLE 30 TERM OF AGREEMENT

This Agreement will become effective at Ratification, except when another date is specifically provided elsewhere in this Agreement, and will continue in effect through May 30, 2022. Beginning with May 30, 2022, this Agreement will be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing upon the other party, not less

than ninety (90) days prior to May 30, 2022 or any anniversary date thereof, of its desire to terminate or amend this agreement.

ARTICLE 31 LEAP/COPE CHECK-OFF

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

Section B. The Union will hold the Employer harmless against any claim which may be made by any person by reason of the LEAP/COPE deductions described herein, including the cost of defending such a claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 32 JOB AND EMPLOYMENT SECURITY

Section A. Employment and Income Security

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

In order to benefit from this mutual intention, employees must be willing to participate in the available displacement opportunities. A displacement opportunity is defined as an offer of employment by Dignity Health in any position for which the employee is competent and/or licensed to perform the duties, consistent with the terms of Article 18, Section B1 and is comparable in hours (except that an employee may be offered a vacancy with fewer scheduled hours), pay, and benefits and is within a reasonable geographic area.

Section B. Severance Pay

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

Service	Severance
Less than 1 year	2 weeks pay
At least 1 year but less than 2 years	3 weeks pay

At least 2 years but less than 3 years	4 weeks pay
At least 3 years but less than 4 years	5 weeks pay
At least 4 years but less than 5 years	6 weeks pay
At least 5 years but less than 7 years	7 weeks pay
At least 7 years but less than 9 years	8 weeks pay
At least 9 years but less than 10 years	9 weeks pay
At least 10 years but less than 15 years	12 weeks pay
At least 15 years	15 weeks pay

Regular part-time employees will receive severance pay, per the schedule above, prorated in direct proportion to the average of hours worked over the last twelve (12) months from the date of severance not to exceed forty (40) hours in a week.

Section C. General Severance Provisions

1. Severance is calculated as weeks of pay for regularly scheduled work or the employee's most recent base salary level but does not include overtime or any other non-salary payments.
2. To receive severance pay, the employee must sign a general release prepared by the Employer waiving all claims against the Employer, including but not limited to claims under this Agreement, claims under Title VII, Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), Fair Employment and Housing Act (FEHA), etc.
3. An employee's signing of a general release for receipt of severance pay will not preclude the Union's ability to grieve the employee's layoff or recall rights pursuant to the terms of the Agreement. In the event an arbitrator awards back pay, any severance monies paid will offset any such award.
4. Additionally, the Union and the Employer will make a good faith effort to reach agreement regarding layoff. If mutually agreed to, and not to delay the process, mediation may be used. If the parties are not able to reach agreement, the Employer may implement and the Union may, within fifteen (15) days of the effective date of layoff, submit the dispute to expedited arbitration for final and binding resolution.
5. Effective beginning the date of this Agreement, an employee who is laid off; receives severance pay and is returned to work before the severance pay is covered shall, if subsequently laid off only receive severance pay based on their length of service for the period from their date of reemployment.
6. These severance provisions will not apply in the case of the sale of all or part of a covered entity where the purchaser extends a job offer to unit employees and there is no closure of the entity.

Section D. Laid off employees who are covered by Employer sponsored Health Insurance will be covered until the last day of the calendar month in which the fourteen (14) day notice period ends. The Employer also will pay affected employees a lump sum equivalent of two (2) months premiums for COBRA coverage for health, dental and vision insurance for affected employees.

Section E. Re-employment from layoffs

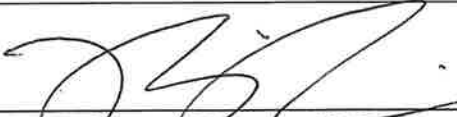

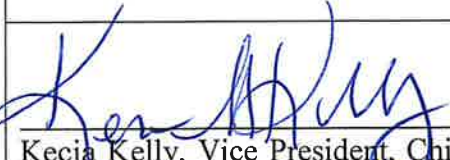
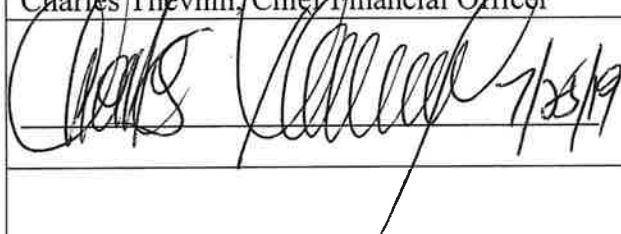

1. Employees on layoff status may bid on any vacant positions, and if they meet the qualifications, competencies, performance standards and experience for the vacancies, as required in the job description and/or posting, and the positions are not filled by an active employee, the employee on layoff status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

APPENDIX A

Facility Title	Effective 2/17/19 (3%)										
	1	2	3	4	5	6	7	8	9	10	11
Clinical Lab Scientist	54.4335	55.7944	57.1893	58.6189	60.0844	61.5865	61.5865	61.5865	63.1262	63.1262	64.7043
Clinical Lab Scientist Per Diem	57.4335	58.7944	60.1893	61.6189	63.0844	64.5865	64.5865	64.5865	66.1262	66.1262	67.7043
Clinical Lab Scientist Lead	59.877	61.374	62.9083	64.4808	66.0928	67.7452	67.7452	67.7452	69.4389	69.4389	71.1746
	Effective July 2019 (3%)										
Clinical Lab Scientist	56.0665	57.4682	58.905	60.3775	61.8869	63.4341	63.4341	63.4341	65.02	65.02	66.6454
Clinical Lab Scientist Per Diem	59.0665	60.4682	61.905	63.3775	64.8869	66.4341	66.4341	66.4341	68.0200	68.0200	69.6454
Clinical Lab Scientist Lead	61.6733	63.2152	64.7955	66.4152	68.0756	69.7776	69.7776	69.7776	71.5221	71.5221	73.3098
	Effective July 2020 (3%)										
Clinical Lab Scientist	57.7485	59.1922	60.6722	62.1888	63.7435	65.3371	65.3371	65.3371	66.9706	66.9706	68.6448
Clinical Lab Scientist Per Diem	60.7485	62.1922	63.6722	65.1888	66.7435	68.3371	68.3371	68.3371	69.9706	69.9706	71.6448
Clinical Lab Scientist Lead	63.5235	65.1117	66.7394	68.4077	70.1179	71.8709	71.8709	71.8709	73.6678	73.6678	75.5091
	Effective July 2021 (3%)										
Clinical Lab Scientist	59.481	60.968	62.4924	64.0545	65.6558	67.2972	67.2972	67.2972	68.9797	68.9797	70.7041
Clinical Lab Scientist Per Diem	62.481	63.968	65.4924	67.0545	68.6558	70.2972	70.2972	70.2972	71.9797	71.9797	73.7041
Clinical Lab Scientist Lead	65.4292	67.0651	68.7416	70.4599	72.2214	74.027	74.027	74.027	75.8778	75.8778	77.7744

*Per Diem Scale includes the \$3.00 differential per Article 6, Compensation and Hours of Work, Section K, Premium Pay in Lieu of Benefits

SIGNATURE PAGE

<p>Dignity Health d/b/a Saint Francis Memorial</p>	<p>Engineers & Scientist of California Local 20, IFPTE, AFL-CIO</p>
 <hr/> <p>Richard Robinson, Director, ELR</p>	 <hr/> <p>Shannea Patterson, Business Agent/Union Representative, SR</p>
 <hr/> <p>Kecia Kelly, Vice President, Chief Operating Officer & Chief Nursing Officer</p>	<hr/> <p>Huruy Kesete, CLS</p>
<hr/> <p>Charles Thevnin, Chief Financial Officer</p>	<hr/> <p>Romeo Tia, CLS</p>
 <hr/>	<hr/> <p>Robert Moreno</p>
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