

AGREEMENT

BETWEEN

ST. ROSE HOSPITAL

AND

**ENGINEERS AND SCIENTISTS OF
CALIFORNIA, LOCAL 20**

IFPTE AFL-CIO & CLC

DECEMBER 22, 2018 – DECEMBER 31, 2022

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This Agreement is made and entered into as of December 22, 2018 by and between Hayward Sisters Hospital, a California nonprofit corporation doing business as St. Rose Hospital (the "Employer" or "Hospital") and Engineers and Scientists of California Local 20, IFPTE (AFL-CIO & CLC) (the "Union"). The Employer and the Union are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

SECTION 1 RECOGNITION

Pursuant to an election conducted on November 8, 2017, the Employer recognizes the Union as the exclusive bargaining representative for the following bargaining unit: All full-time, regular part-time, and per diem clinical lab scientists and clinical dietitians employed by the Employer at its facility located at 27200 Calaroga Avenue, Hayward, California; excluding all other employees including managerial employees, office clerical employees, guards, and supervisors as defined in the Act.

SECTION 2 TYPES OF EMPLOYEES

A. Full-Time Employee

A Full-Time Employee is an employee who is not in a temporary status and is regularly scheduled to work thirty-two (32) hours or more per work week. Full-Time employees are benefits eligible.

B. Part-Time Employee

A Part-Time Employee is an employee who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per workweek. Part-Time employee are benefits eligible.

C. Per Diem Employee

A Per Diem Employee is an employee who has executed the Employer's Per Diem Agreement attached as Exhibit 1 to this Agreement and who is not a Full-Time Employee or a Part-Time Employee. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation paid time off benefits or other benefits as defined in Section 18, except that (1) Per Diem Employees shall be eligible for participation in the Retirement Plan as allowed under the Plan but shall not be eligible for an employer match, and (2) Per Diem Employees shall be entitled to California sick leave hours each year in accordance with applicable law.

SECTION 3 MANAGEMENT RIGHTS

Subject to the laws and regulations governing the healthcare industry, Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority

retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment, and operations; (iii) to create, change, combine or abolish jobs, departments, buildings, facilities, equipment, and operations; (iv) to discontinue work for business, economic, medical or operational reasons; (v) to direct the work force; (vi) to increase or decrease the work force; (vii) to determine staffing patterns and levels and the number of employees needed, provided that the Employer adheres to applicable law; (viii) to lay off employees; (ix) to hire, transfer and promote employees; (x) to demote, suspend, discipline and discharge employees in accordance with the terms of this Agreement; (xi) to maintain the discipline and efficiency of employees; (xii) to establish work standards and schedules of operations; (xiii) to specify or assign work requirements and overtime; (xiv) to assign work and decide which employees are qualified to perform such work; (xv) to determine working hours, shift assignments, and days off; (xvi) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xvii) to determine the type and scope of work to be performed and for the services to be provided to patients; (xviii) to determine whether work will be assigned to bargaining unit employees or other personnel; (xix) to determine the methods, processes, means and places of providing services to patients; (xx) to determine the quality of patient services; (xxi) to acquire and dispose of equipment and operations; (xxii) to determine the places where work will be performed; (xxiii) to effect technological changes in its equipment and operations; and (xxvi) to sell, close, or dispose of all or part of the facility. Employer's failure to exercise any right, prerogative, or function hereby reserved to it or to Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The rights set forth above do not abridge the Union's right to file a grievance or seek other recourse as it relates to an alleged violation of this Section 3.

It is the intent of the Employer, where possible, to fill vacancies and leaves of absences in positions filled by bargaining unit employees with full-time, part-time, and per diem employees covered by this Agreement. It is not the intent of the Employer to use supplemental staffing (such as registry and travelers) to avoid the terms of this Agreement. Employer will not displace a bargaining unit employee from the schedule for the purpose of allowing registry or traveler staff to become competent on a specific position in the laboratory.

SECTION 4 NON-DISCRIMINATION AND HARASSMENT

The Employer and the Union agree that there shall be no discrimination against any bargaining unit employee or applicant for a position that is part of the bargaining unit covered by this Agreement because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, Union activity, veteran status or any other characteristic covered by law. There shall be no discrimination by the Employer or the Union against any bargaining unit employee because of membership in or activity on behalf of the Association.

The Employer and the Union are committed to providing a work environment free from discrimination and unlawful harassment. The Employer and the Union will not tolerate actions,

words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee including any bargaining unit employee engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

The Employer and the Union will take all reasonable steps to protect a bargaining unit employee who reports harassment from continuing harassment from retaliation because of having reported the harassment. The Employer and the Association will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

SECTION 5 UNION SECURITY

A. Union Membership and Service Fees

All employees subject to this Agreement presently employed by Employer on the execution date of this Agreement who are currently members of the Union, and all such employees who may subsequently become members of the Union, shall be required as a condition of employment to maintain their membership in good standing during the life of this Agreement.

All new employees subject to this Agreement first employed by Employer after the execution date of this Agreement shall, as a condition of employment, either (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union, commencing within thirty (30) days after employment, a fee for services rendered by the Union in an amount equivalent to regular membership dues.⁵

Any newly employed CLS or Clinical Dietitian that is subject to this provision may:

- (1) Execute a written declaration that he/she is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any employee labor organization as a condition of employment; and
- (2) Pay a sum equal to the agency shop service fee to a non-religious, non-labor charitable fund chosen by the employee from the following charities: United Way, Combined Health Appeal of California, or Environmental Federation of California.

B. Failure to Make Required Payments

The Union shall notify the Employer and the affected employee in writing of his/her failure to comply with the provisions of this Section 5 and shall afford each employee thirty (30) working days, after he/she has been mailed such notice at his/her last known address, in which to comply.

If said employee does not comply with the provisions of this Section 5 within the thirty (30) day period following actual notice, he/she shall be promptly terminated upon written

notice of such fact from the Union to the Employer.

C. Deduction and Remittance of Union Initiation Fees & Dues

Upon receipt of an individual, voluntary, written and un-revoked check off authorization form which has been signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee during the first pay period of each calendar month a sum equal to his/her Union initiation fees or monthly membership dues or service fees, uniformly required, and only so long as such employee was employed by Employer at the time such obligation became due.

The Employer shall promptly remit to the Union the sums which are deducted under this Section 5, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, employee ID number, home address and phone number (as provided by the employee), personal e-mail address (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status, and date of hire.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purposes of complying with the foregoing provisions of this Article.

D. Bargaining Unit Information

The Employer will provide the Union once annually with a list of all bargaining unit employees along with their social security numbers, home addresses, and phone number (as provided by the registered nurse). On or before the 10th day of each month, the Employer shall provide the Union with a written notice of the names, addresses, phone numbers, social security numbers, and classifications of all bargaining unit employees hired or terminated in the prior month.

SECTION 6 UNION ACCESS/UNION REPRESENTATIVE/SHOP STEWARD

A. Shop Stewards

The Union may appoint one Shop Steward for the Clinical Lab Scientists and one Shop Steward for the Clinical Dietitians. The Employer shall be notified in writing of such appointments. The Shop Steward for the Clinical Lab Scientists shall be a Clinical Lab Scientist employed by Employer who shall have completed her/his probationary period. The Shop Steward for the Clinical Dietitians shall be a Clinical Dietitian employed by Employer who shall have completed her/his probationary period.

The function of the Shop Steward shall be to present grievances as defined in the Agreement to the designated Employer representative at the first step of the grievance procedure as set forth in Section 11 and to represent bargaining unit members in Weingarten meetings. The Shop Stewards shall perform their functions outside of their

working hours on his/her own time except that a Shop Steward shall, subject to the limitations set forth herein, be compensated by Employer for attending a meeting requested by the Employer including a grievance meeting or a Weingarten meeting and for up to thirty (30) minutes of attendance at new hire orientations. The total paid time that the Employer shall pay for attendance of Shop Stewards at grievance meetings, Weingarten meetings, and new hire orientation shall not exceed ten (10) hours per month.

The Shop Stewards shall not direct any employee how to perform or not perform the employee's work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Hospital. The activities of a Shop Steward shall in no way interfere with his/her assigned duties as an employee. Shop Stewards shall have the right to distribute Union informational packets to new bargaining unit employees provided that such function does not interfere with the work of the employees or Shop Steward.

B. Union Representative

The Hospital shall allow representatives of the Union to visit the Hospital at all reasonable times to ascertain whether or not the contract is being observed, and to assist in adjusting grievances. Upon arriving at the Hospital during the period of 6:00 a.m. and 9:00 p.m., the Union Representative shall sign in at the front desk of the Hospital and send an e-mail to Employer's Human Resources Manager. Upon arriving at the Hospital during the period of 9:00 p.m. and 6:00 a.m., the Union Representative shall sign in with the security guard in the emergency department and send an e-mail to Employer's Human Resources Manager. The Union Representatives shall not interfere with the work of any employees or the operations of the Hospital and shall abide by patient confidentiality, infection control and other Employer policies applicable to such areas. When conferring with Shop Stewards or bargaining unit employees, the Union Representative will do so on the employees' free time and in public areas within the Hospital such as the cafeteria or in designated non-work areas. When at the Hospital, the Union Representative shall wear his/her Union Representative badge.

C. Bulletin Boards

The Employer shall provide one (1) glass enclosed locking bulletin board in a mutually agreed upon location for posting of information to bargaining unit employees. No materials which are derogatory of the Employer, Facility or management will be posted. Notices that the Union desires to be posted on the bulletin board shall be submitted to Employer for approval. The Employer reserves the right to remove inflammatory or defamatory material.

D. New Hire Orientation

A Union Representative or Shop Steward will be allowed up to fifteen (15) minutes on paid time to meet with new bargaining unit employees during their orientation to discuss the Union and the terms of this Agreement. This time shall occur during the new hire orientation for new bargaining unit employees and shall be paid time for the new bargaining unit employees attending the orientation. The presentation by the Union will be scheduled to occur at the end of the orientation unless otherwise agreed by the Employer

and the Union.

The Employer shall provide reasonable advance notice to the Union of all new employee orientations at which new bargaining unit employees will be in attendance.

E. Use of Facility Conference Rooms

Conference rooms will be made available through arrangements with the Human Resources Manager, space permitting, for use by the Union in accordance with administrative procedures for such use.

ARTICLE 7 VACANCY POSTING

- A. The Employer will ensure that position vacancies are posted on the Human Resources bulletin board, on the Hospital website, and in a conspicuous location on the unit where the vacancy exists. Position vacancies shall be posted for not less than seven (7) calendar days. The location of the posting on the unit where the vacancy exists will be determined by the manager(s) responsible for that unit. In addition to having the position posting on-line, the manager will post either a notice or the actual positing within the department in a visible location. Position postings shall be dated and identified, *e.g.*, by number. Position postings shall be removed within a reasonable time after the vacancy has been filled not to exceed thirty (30) calendar days.
- B. Clinical Lab Scientists employed by the Employer may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis in the following order: first to full-time or part-time Clinical Lab Scientists; and second to per diem Clinical Lab Scientists. Preference for the position shall be afforded in the order set forth above, provided (a) the Clinical Lab Scientist is qualified to fill the vacant position and (b) approval of the application will not adversely affect patient care, taking into account current knowledge, skills, experience, and required certifications as applicable. If no currently employed Clinical Lab Scientist applies for the open position during the first seven (7) calendar days of posting or if no applicant is qualified for the position, then Employer may consider outside applicants.
- C. Clinical Dietitians employed by the Employer may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis in the following order: first to full-time or part-time Clinical Dietitians; and second to per diem Clinical Dietitians. Preference for the position shall be afforded in the order set forth above, provided (a) the Clinical Dietitians is qualified to fill the vacant position and (b) approval of the application will not adversely affect patient care, taking into account current knowledge, skills, experience, and required certifications as applicable. If no currently employed Clinical Dietitian applies for the open position during the first seven (7) calendar days of posting or if no applicant is qualified for the position, then Employer may consider outside applicants.
- D. Upon approval of an employee's application for a permanent vacancy or newly created position, the applicant shall fill the position as soon as practicable.

- E. Nothing in this Section 7 shall preclude an employee from requesting extra shifts and Employer shall seek to utilize employees who have requested extra shifts to fill open shifts so long as the use of such employees will not result in scheduled overtime for the employee. If two or more employees request the same extra shifts at the same time, determination will be given by seniority on a rotational basis.
- F. An employee must successfully complete their probationary period before he/she may apply for a vacant position.
- G. An employee who is awarded a vacant position may not apply for another vacant position until completion of six (6) months of service in the most recently awarded position. This provision may be waived by mutual consent of the Employer and the Union.

SECTION 8 SENIORITY AND REDUCTION IN FORCE & RECALL

A. Definition

- 1. Seniority is defined as the most recent date of hire in a bargaining unit position;
 - (a) Thereafter, seniority will be broken by dismissal for cause, voluntary termination, or twelve (12) consecutive months of unemployment.
 - (b) In cases where seniority is broken, the employee shall, upon re-employment, be considered as a new employee.
 - (c) Employees who transfer out of a bargaining unit position and then back without having terminated employment with the Employer will have their seniority and salary anniversary date restored excluding the time spent in the non-bargaining unit position. If placed in a management position after six (6) months in a management position, past seniority is not restored if the employee returns to bargaining unit.
- 2. Seniority List: The Employer shall maintain seniority lists. An updated master and unit seniority list shall be provided to all departments annually.
- 3. Accumulation of Seniority: Seniority for CLSs shall be based upon accumulated length of service within the bargaining unit as a CLS. Seniority for Clinical Dietitians shall be based upon accumulated length of service within the bargaining unit as a Clinical Dietitian.
- 4. Seniority as a Full-Time Employee: A full-time employee shall be credited with one (1) full year of seniority for each year of employment as a full-time, and on a pro-rated basis thereof for a partial year of work. In cases of ties of seniority for full-time employees, the full-time employees most recent date of hire shall determine the order on the seniority list. If the most recent dates of hire are the same, the employment application date shall determine the order of seniority.

5. Seniority as a Part-Time Employee:

Part-Time employees shall accumulate one (1) full year of seniority for each calendar year in which the Part-Time Employee has received pay for one thousand (1,000) hours.

Part-Time employees who are paid for less than one thousand (1,000) hours during a calendar year shall accumulate hours paid from year to year until the Part-Time employee has accumulated at least one thousand (1,000) hours by the end of a calendar year.

B. Per Diem Employee

1. The Employer shall maintain two (2) separate seniority lists, one list for Full-Time and Part-Time Employees and one for Per Diem Employees.
2. Per Diem employees shall accumulate one (1) full year of seniority for each calendar year in which the Per Diem Employee has received pay for one thousand (1,000) hours.
3. Per Diem employees who are paid for less than one thousand (1,000) hours during a calendar year shall accumulate hours paid from year to year until the Per Diem employee has accumulated at least one thousand (1,000) hours by the end of a calendar year.
4. Per Diem employees shall not be credited with per diem seniority hours to the seniority list for benefitted employees when transferring to a benefitted position at the Hospital.
5. Full-Time and Part-Time employees shall not be credited with benefitted seniority hours to the seniority list for Per Diem employees when transferring to a per diem position at the Hospital.

C. Reduction in Force and Recall

1. Reduction in Force (RIF) will be defined as:
 - a. The elimination of a full-time or part-time employee's position; or
 - b. A reduction from full-time to part-time status
2. Any full-time or part-time employee who is subject to a RIF may elect to be placed in per diem status in lieu of the RIF. Such employee will retain his/her recall rights in accordance with this Section.
3. RIFs will occur by department. The RIF steps outlined below will only apply to full-time and part-time employees.

4. In the event of a RIF and recall from such RIF, the seniority of the employees working in the affected department shall prevail.
5. If a position (i.e., Full Time Equivalent (FTE)) is eliminated, the least senior employee in the department where the reduction occurs will be the first to be laid-off. The layoff shall continue successively within the affected department in the order of least senior toward most senior until the needed reduction in the number of hours has been achieved.
6. Any employee on RIF status or who elected per diem status in lieu of a RIF, will be recalled in reverse order from the RIF, to fill a permanent vacancy that arises in the bargaining unit, provided he/she is fully qualified, without additional training. Basic orientation to the unit will not be considered as additional training.
7. It will be a RIF employee's responsibility to keep the Employer informed as to his/her current address and telephone number.
8. An employee will be deemed terminated from employment when, after a RIF, such employee fails to return to work within fourteen (14) working days from certified mail delivery of a return-to-work notice or such other date mutually agreed to between the Employer and the employee.
9. RIF Notice

The Employer will provide the Union and each affected employee with as much notice of a RIF as possible and will provide such notice immediately upon the Employer's knowledge and/or realization of the need to implement RIFs which will affect bargaining unit employees.
10. Application of RIF Procedure

The parties recognize that RIFs are extremely serious matters and that even well-intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of this Section to ensure its correct application to bargaining unit employees. Nothing contained herein with prevent the parties from mutually agreeing to modify the procedure in a specific RIF should the need arise.

ARTICLE 9 CREDIT FOR PRIOR EXPERIENCE

A. Tenure Credit Dietitians:

1. Newly employed Clinical Dietitians shall receive one (1) year tenure credit for purposes of determining their hourly rate for the hiring wage grid only for each year of previous experience as a clinical dietitian (full time or scheduled part time) in an acute care hospital within the last eight (8) years prior to the date of employment and therefore may have starting hourly rate equal to an eight (8) year clinical dietitian on the hiring wage grid.

2. Newly employed Clinical Dietitians shall receive one (1) year tenure credit for purposes of determining their hourly rate for the hiring wage grid only for every two (2) years of previous experience as a clinical dietitian (full time or scheduled part time) in an accredited nursing home within the last eight (8) years prior to the date of employment and therefore may have starting hourly rate equal to a four (4) year clinical dietitian on the hiring wage grid.

B. Tenure Credit CLSs:

1. One (1) year credit for each year of employment as CLS in an accredited acute care hospital or accredited clinical laboratory in the United States. There will be no limit to the number of years credited if no more than 3 years has lapsed since employment as CLS in said hospital/laboratory. Employment as a CLS performing highly complex duties in an accredited biotechnology laboratory in the United States shall receive one (1) year credit for each year of employment if no more than 3 years has lapsed since employment. If more than 3 years have lapsed since the CLS's last date of employment, the Employer shall evaluate credit for previous experience on a case by case basis. Proof of highly complex duties must be verifiable. There will be no limit to the number of years credited, exclusive of longevity years. Accrediting agencies may include the Joint Commission and the College of American Pathologists.

C. Foreign Experience

1. Credit for previous experience of one year for every three years will be given where a CLS has been previously employed as a CLS by an accredited foreign hospital or a foreign hospital which meets licensing and practice standards of the country in which the foreign hospital is located. Employment as a CLS in a foreign hospital accredited by:

Joint Commission International

Accreditation Canada

QHA Trent (United Kingdom and Europe)

Australian Council on Health Care Standards (Australia)

Will be given one (1) year credit for each year of employment as CLS in said hospital.

2. Credit for previous experience within the last eight (8) years shall also be given where a clinical dietitian has been previously employed as a clinical dietitian by an accredited foreign hospital or a foreign hospital which meets the licensing and practice standards of the county in which the foreign hospital is located. For every three (3) years of foreign experience, the candidate shall receive one (1) year credit on a hiring wage grid equal to a three (3) year clinical dietitian. The clinical dietitian shall be required to meet standards put forth by the Commission on Dietetic

Registration (CDR) and therefore be credentialed as a Registered Dietitian (RD) by CDR.

SECTION 10 DISCIPLINE

A. Just Cause Progressive Discipline

The Employer may suspend, terminate or otherwise discipline a bargaining unit employee for just cause. Any discipline may be subject to the grievance procedure in Section 11.

B. Progressive Discipline

The Employer will utilize a system of progressive discipline. Progressive steps are as follows: verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. The Employer shall have the right to impose an accelerated step if the circumstances warrant more severe action.

C. Verbal Counseling

Verbal counseling is designed to inform the Employee of specific performance and conduct issues and outline the specific changes needed.

D. Written Warning

A written warning is a document designed as such by the Employer. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt acknowledging having received the document. The written warning shall include the specific issues that lead to the written warning and provide an outline of the steps needed to be successful. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Section 11.

E. Suspension

An employee who is suspended shall receive a written notice of suspension and shall sign a receipt acknowledging having received the notice. The notice of suspension shall include the specific issues that lead to the suspension and provide an outline of the steps needed to be successful. Acknowledging receipt of the notice of suspension shall not constitute an admission of the employee's agreement with the substance of the notice. A grievance contesting a suspension shall be subject to the requirements of the grievance procedure in Section 11.

F. Disciplinary Notices, Rebuttal, and Inspection of Files

1. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in his/her personnel file.

2. Bargaining Unit employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
3. Except as set forth below, no disciplinary document shall be utilized as a basis for progressive discipline beyond twelve (12) months of issuance. Disciplinary documents related to the following matters may be used as a basis for progressive discipline for a period of twenty-four (24) months after the date of issuance:
 - (a) Drug and/or alcohol impairment
 - (b) Workplace violence
 - (c) Harassment
 - (d) Discrimination
 - (e) Privacy breach
4. If a disciplinary action is grieved or arbitrated and the charges or offenses are determined to be without merit or withdrawn, the personnel record shall be purged of any reference to such charges or offenses.
5. In any case where revisions to the personnel record are required under the terms of this Agreement or are agreed to by Employer and Union, the Employer shall, upon request, produce evidence of such revision to the Union.

G. Additional Representation Rights

Pursuant to the holding of the U.S. Supreme Court in *NLRB v Weingarten, Inc.*, a bargaining unit employee, upon his/her request, is entitled to have an Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Union representative (Union Representative or Shop Steward) is conditioned upon a requirement that the representative be available for participation in such investigatory interview within 48 hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his/her presence.

H. Probationary Period

An employee will be on probation for a period of ninety (90) calendar days from the commencement of their employment and may be discharged or disciplined in the Employer's discretion without establishing just cause during such probationary period. The probationary period may be extended for one additional period of ninety (90) calendar days upon written notice to the employee and the Union.

I. Notice

Employer shall provide the Union with written notice of the discharge or suspension of a bargaining unit employee within one (1) business day of such action being taken.

J. Suspension Pending Investigation

1. The Employer may suspend or place on investigatory leave an employee pending investigation, with or without pay, in order to review or investigate allegations of misconduct which, in the Employer's view, would warrant relieving the employee of all work duties. Allegations of misconduct which would warrant relieving the employee of all work duties shall include allegations which suggest that the employee poses a credible threat to patients and/or co-workers or other similar conduct. Notwithstanding the foregoing, an employee shall not be suspended or otherwise deprived of pay or due process pending an investigation into allegations of misconduct for more than seven (7) days).
2. The Employer shall notify the Union of any bargaining unit employee placed on investigatory leave, within the same work day via email or certified letter.
3. If the discipline arising out of the investigation results in other than the termination or suspension of the employee, the employee shall be paid for the time in which he/she was suspended without pay pending an investigation. If the discipline arising out of the investigation results in the termination of the employee, the employee shall not be paid for the time in which he/she was suspended without pay pending an investigation.

SECTION 11 GRIEVANCE

A. Definition

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

B. Grievance Procedures

Grievances shall be processed in accordance with the procedure set forth below:

STEP 1 – Informal Resolution

An employee should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor. The employee may involve his/her Shop Steward in the informal resolution process. The Employee must initiate the Informal Resolution Process no later than 30 calendar days from the date the incident occurred or when the Employee should have had knowledge of the event giving rise to the grievance. The Employer shall respond to the Employee in writing as to the Employer's position on the matter within 15 calendar days of meeting with the Employee. This requirement must be satisfied before a written grievance is submitted at Step 2.

This step is not necessary for purposes of terminations.

STEP 2 – Written Grievance

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Employer's Human Resources Manager within fifteen (15) calendar days after the Employee receives a written response from the immediate supervisor in response to Step 1 above.. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Employer's designated representative(s) to discuss and attempt to resolve the grievance. The grievant, the Shop Steward, and the Union Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Employer's Human Resources Manager shall respond to the grievance in writing.

Where the Employer terminates the Employee, the Union shall file a written grievance within the timelines and requirements of Step 2.

STEP 3 - Mediation

If the grievance is not resolved at Step 2, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the grievance and to avoid the unnecessary use of the arbitration process. The following provisions shall apply to any request for mediation:

1. A request to submit the grievance to mediation must be made within fourteen days of the Step 2 response.
2. The period for referring the grievance to arbitration under Step 4 shall be stayed while the parties consider the mediation request and, if the parties agree to submit the grievance to mediation, during the time it takes to complete the mediation.
3. Any recommendation of the mediator shall be non-binding.
4. Employer may terminate the mediation process at any time with written confirmation.
5. The mediator shall be selected from a panel of mediators maintained by the Federal Mediation and Conciliation Service (FMCS).
6. The costs of the mediation, if any, shall be shared equally by the parties.

STEP 4 – Submission to Arbitration

If the Employer's response in Step 2 is not satisfactory, and the parties have not mutually agreed to the Step 3 mediation process or the grievance has not been resolved through mediation, the Union may submit the grievance to arbitration by notifying the Employer in writing of its intent to do so. In order to be timely, the Association's notice must be received by the Employer within fourteen (14) calendar days after (a) receipt of either Employer's or Union's notice that it does not wish to participate in mediation or (b) the mediation is completed.

The timelines for Step 1, Step 2, Step 3, and Step 4 set forth above may be waived by mutual written agreement.

C. Arbitration Procedures

The following procedure shall apply if a grievance is submitted to arbitration:

1. An impartial arbitrator shall be selected by mutual agreement.
2. If the parties cannot reach agreement, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS.) The cost of the panel request to FMCS will be shared by the Employer and the Union. Each of the arbitrators shall have a principal business address located within Northern California. The Employer and the Union shall alternately strike one name from the panel with the Union striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if the Employer or the Union finds the panel to be unacceptable another panel may be requested.
3. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
4. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. The arbitrator shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date.
5. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Employer and the Union.

D. Time Limits

The time limits and other procedural requirements set forth in this Section 11 must be strictly adhered to unless mutually extended by the express written agreement of the Union and the Employer. If the Employer fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Employer's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make the determination.

SECTION 12 HOURS OF WORK, OVERTIME, AND SCHEDULING

A. Workday and Workweeks

1. State and Federal Wage and Hour Laws

- (a) The Employer will comply with all applicable local, State, and Federal wage and hour requirements.

2. Workday and Workweek

- (a) A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:01 a.m. each day.
- (b) A workweek is defined as the seven (7) calendar day period that starts at 12:01 a.m. on Sunday and ends at 12:00 a.m. (midnight) the following Saturday.
- (c) It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Employer to comply with such laws so long as such changes are not designed to evade the overtime requirements.

3. Payroll Period

- (a) The payroll period will consist of a fourteen (14) day period that begins on Sunday at 12:01 a.m. and ends on Saturday of the following week at 12:00 midnight.

4. Meal and Rest Periods

- (a) Employer will comply with Industrial Welfare Commission Wage Order 5 regarding meal periods, meal period "waivers", missed meal period penalties, and "on-duty" meal period agreements.
- (b) In compliance with state wage and hour regulations, a rest period of fifteen (15) minutes shall be made available to each employee during each four (4) hours of work, without deduction in pay.
- (c) In compliance with state wage and hour regulations, a duty free unpaid meal period of thirty (30) minutes shall be made available to employees who work scheduled shifts of five (5) hours or more. During a twelve (12) hour shift, two (2) duty free, unpaid, meal periods shall be made available provided that an employee may waive one of the two meal periods by a writing signed by the employee.

- (d) Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
- (e) In compliance with state wage and hour regulations, when the Employer does not make available a required rest period or a required meal period, the employee shall be paid a penalty of one (1) hour at the employee's base rate of pay. Penalty pay hours as described in this Section 4(e) do not qualify as hours worked in the calculation of overtime.
- (f) An employee will make every effort to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period or rest period and indicate in the log book or JBDEV sheet any missed meals/rest periods and reason for missing said meal/rest period. Within five (5) days of the missed meal or rest period, Employer may request a written explanation from an employee as to why the meal or rest period was missed.
- (g) When a work period of not more than six (6) hours will complete the day's work for an employee, the employee may waive the meal period. In order to waive the meal period, the employee must read and sign a Six Hour Meal Period Waiver.

5. Base Rate

- (a) The base rate as used in this Agreement is the employee's hourly rate of pay.

6. Regular Rate

- (a) For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.

7. Work Week

(a) Eight (8) Hour Shifts

An employee who is assigned to work eight (8) hour shifts will be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked after the first eight (8) hours in a workday or over forty (40) in a workweek and two (2) times her/his regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

8. Rest Between Shifts

- (a) All employees shall receive at least twelve hours rest between shifts. Hours worked after the end of a regularly scheduled shift or before the next shift for which overtime pay is paid shall count as rest for purposes of this Section. All hours worked within the twelve-hour rest period shall be paid at the overtime premium rate of time and one half (1½) the straight time rate. The provisions of this paragraph may be waived on the written

request of an individual employee and with the agreement of the supervisor.

9. No Pyramiding

- (a) There will be no pyramiding of overtime and premium payments for the same hours worked. To the extent that hours are compensable as overtime under the provisions of this Agreement and where two (2) or more overtimes or premiums apply, the greater will prevail. Shift differentials and other differentials are not included within the meaning of the term "premium payments."

10. Rotating Shifts

- (a) Except for employees hired into a position with variable shifts, Employer shall not schedule a full-time or part-time employee to work a combination of day, night, and PM shifts unless the employee voluntarily agrees to such scheduling.
- (b) Full-Time and part-time employees who are hired into a position with variable shifts or accept a new position with variable shifts may be scheduled to work a combination of day, night, and PM shifts.
- (c) Per Diem employees may be scheduled to work a combination of day, night, and PM shifts subject to the availability provided to the Employer.

B. Work Schedules

The Employer shall post the final schedule at least fourteen (14) days in advance in all applicable units. Once the schedule is posted, an employee's schedule may only be changed by mutual agreement of the Employer and the employee. Employer will not make permanent changes to a full-time or part-time employee's regular work schedule unless the employee has requested or agreed to such change or the Employer has provided at least thirty (30) days' advance notice of such change to the employee before a new schedule is posted.

C. Scheduling

1. Weekend Scheduling

- (a) A Full-Time Employee and a Part-Time Employee working in a department/unit with weekend scheduling may be scheduled to work two (2) consecutive weekend shifts (Friday and Saturday or Saturday and Sunday) every other weekend. A Per Diem Employee working in a department/unit with weekend scheduling may be scheduled to work two (2) weekend shifts per four (4) week schedule but will be scheduled with at least every other weekend off.

- (b) A weekend shift means any shift that is scheduled to begin on or after Friday at 6:00 p.m. and ending on or before Monday at 7:30 a.m.
- (c) Nothing herein shall preclude an employee from requesting to be scheduled to work on two (2) consecutive weekends in a four (4) week schedule or from requesting to work on non-consecutive weekend shifts on a given weekend.
- (d) Nothing herein shall preclude a department's employees and the department manager from developing a different method of weekend scheduling so long as 100% of the affected employees and the department manager agree with the method for weekend scheduling. Employer shall have the right to make changes to method for weekend scheduling agreed to by the employees and the manager under this subsection by providing thirty (30) days' advance written notice to the affected employees.

2. Vacation Scheduling

- (a) The Employer will continue its current practice of scheduling vacations on a per department basis.
- (b) An employee desiring to take vacation in blocks of five (5) days or more must make a request for the days by February 1 of each year for the period of February 1 to January 31 of the following year. The Employer shall post the resulting vacation schedule by February 28th of each year. Vacations requested during this request period are granted on the basis of seniority.
- (c) After February 1st of each year vacation request will be granted on a first come first serve basis. If two or more employees request time off at the same time for the same timeframe then seniority will be used for such instances.
- (d) Requests for vacation outside of the February 1st request date must be submitted at least twenty-one (21) days prior to the commencement of the work schedule in which the vacation begins, and no sooner than six (6) months prior to the first day of the desired vacation. Requests submitted after the February 1st shall not have priority over requests submitted by the February 1st request date.
- (e) Approval of vacation requests shall not be unreasonably withheld, except that requests for more than three consecutive weeks will be at the discretion of the Employer and will be considered based on the needs of the unit and other requests. Denial of request must be reduced to writing and given to the employee requesting the time off within three (3) working days.
- (f) Absent unusual circumstances, any request for a change in vacation must be submitted at least twenty-one (21) days prior to the commencement of the work schedule in which the vacation begins. Nothing herein shall preclude the Employer from granting a change in vacation with less notice.

- (g) In the event that staffing and patient care requirements do not permit all employees who request a certain vacation preference to be able to take vacations over the same time period, then vacation requests shall be granted within the department/unit on a first come/first serve basis.
- (h) Once a vacation request has been granted, it may only be canceled by the Employer with the approval of the employee. However, if an employee transfers out of a department/unit, there is no guarantee that the employee will receive vacation time approved in the former department/unit.

3. Holiday Scheduling.

- (a) Scheduling of Holiday Time Off - The Employer shall use its best efforts to rotate equitably holiday time off among all employees for each department. In the event that staffing and patient care requirements do not permit all employees who request a holiday off to be able to take the holiday off, holiday requests shall be granted based on seniority.
- (b) Major Holidays – For Christmas Day or New Year's Day, Employer will permit employees to volunteer to work on the holiday. If there are more requests to work on the holiday than available shifts, priority will be given to those employees who are regularly assigned to work on the day on which the holidays falls in reverse seniority order. Employer agrees to grant holiday time off to all employees on at least Christmas Day or New Year's Day; provided, however, that an employee may be required to work on New Year's Day if he/she received Christmas Day off the prior year and an employee may be required to work on Christmas Day if he/she received New Year's Day off the prior year.
- (c) Date of Observation – Holidays identified in Section 15 shall be observed on the day the holiday falls. By way of example, if Christmas falls on a Sunday then Christmas will be observed on a Sunday.

4. Flexibility. Nothing in this Section 12 shall prevent a department manager from allowing employees in the department from working shifts with flexible start and end times so long as such flexibility does not impact patient care or hospital operations and does not result in the payment of overtime. Employer shall have the right to restrict employees from working shifts with flexible start and end times if such flexibility impacts patient care or hospital operations and result in the payment of overtime

D. Call-In Procedure

- 1. An employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department director or his/her designee as soon as he/she knows the absence will occur or two (2) hours prior to the start of the shift, whichever is earlier. An employee calling in less than

two (2) hours prior to the commencement of an absence may be required on request to provide reasonable substantiation to explain why such absence could not have been called in earlier by the employee or another person acting on his/her behalf. Compliance with this call-in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

E. Call-Off/Flex-Off

1. Subject to patient care staffing needs (present or future), including competency of the employees, when a call-off/flex-off becomes necessary due to temporary census fluctuations or other operational needs, employees will be called-off/flexed-off in the following order:
 - (a) Volunteers by seniority (so long as Employer is not required to pay overtime to another employee as a result of the volunteer being called off)
 - (b) Employees on call-back or other overtime
 - (c) Per Diem by rotation
 - (d) Part-time and full-time by rotation
2. Employees may request call-off/flex-off and their requests will be granted, if possible. If there are no such volunteers, then call-off/flex-off will be rotated through employees in each targeted departmental/unit, using a goal of equal hour distribution. The Department Director or his/her designee will track all call-off/flex-off hours in the current calendar year and such cumulative hours will be the basis for determining which Employee will be called-off/flexed off. The Employee with the fewest "lost" hours on the shift will be called-off/flexed off first. Records of called-off hours will be kept by the Department Manager/Director and will be available for review by Employees and Union staff upon request.

The following will not qualify as "lost" hours:

- (a) Sick Time
- (b) Vacation
- (c) Floating
- (d) Paid education time off
- (e) Jury duty
- (f) Witness duty
- (g) Bereavement
- (h) Pre-scheduled paid time off

3. Where an employee is called off for the first portion of his/her scheduled shift he/she will not be required to work beyond his/her scheduled shift and time, except by mutual agreement.
4. Call-Off/Flex-Off as Time Worked
 - (a) If an employee who is scheduled to work is called off by the Employer because of census or other business reasons and that Employee chooses not to use PTO for that time, the Employee's timesheet should reflect the appropriate code for "leave without pay" so that the following benefits accrue as if the Employee had worked: (a) vesting and service credit under the retirement plan; (b) waiting periods under health insurance and other fringe benefit plans; and (c) PTO accruals.
5. Call-Off/Flex Off Notice
 - (a) For Employees called off before the shift commences, the Employer will call-off/flex-off at least two (2) hours prior to the commencement of their scheduled shift. If the Employer fails to provide at least two (2) hours' advance notice, the employee who is called off will have the option of reporting to work and being provided at least four (4) hours of work or waiving reporting pay. Nothing herein shall be construed as preventing a call-off/flex-off during the shift, when necessary.

F. Overtime

1. Mandatory Overtime

The Employer and the Union recognize that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled intervals relating to healthcare delivery requiring immediate interventions and care such as natural disasters, situations of mass casualties or an internal emergency endangering patient care such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event that would result in the closure of beds required for patient care.

2. Authorization of Overtime

All overtime worked by an employee should be authorized in advance if possible and Employees shall use their best efforts to obtain prior authorization for overtime worked. If it is not possible on the day overtime is worked to secure authorization in advance, the Employee shall record the overtime and the reason on the day the overtime is worked and use their best efforts to obtain authorization on the day the overtime is worked. All overtime recorded on JBDEV must be recorded on a deviation log and be signed by the Employee's immediate manager, the house supervisor, or manager's designee per department manager direction. Unapproved overtime will be paid but shall be subject to review and repeated or unjustified instances of not obtaining prior authorization for overtime or working unapproved overtime may be subject to appropriate disciplinary action. Overtime compensation is paid to all nonexempt Employees in accordance with federal and state law. Overtime pay is based on actual hours worked. Paid or unpaid leaves of absence, or any other hours not actually worked, will not be considered hours worked for purposes of overtime calculations.

3. Availability and Assignment of Extra Work/Overtime

Employees who have given Employer written notice of their availability for extra work assignments after the schedules have been posted shall be assigned extra work, if available, in the following manner:

- (a) Employees who are available will be called in the order set forth below based on seniority.
- (b) Hospital shall not be required to offer extra work to any employee which would require the payment of overtime or penalty rates.
- (c) Employees will be contacted in the following order:

Part-Time Benefitted Non-Overtime Shifts
Per Diem Non-Overtime Shifts

If no part-time benefitted or per-diem employees are available to work a non-overtime shift, Employees will be contacted in the following order to work on an overtime basis:

Full-Time and Part-Time Benefitted on overtime
Per Diem on overtime

- (d) Employees working extra shifts will still be required to work their primary schedule. An employee accepting an extra assignment under the terms of this section shall not have his/her pre-scheduled shifts cancelled as a result of the extra work assignment except by mutual agreement of the employee and the Employer. Nothing in this section shall prevent an employee from being subject to TLO while working an extra shift.

G. No Guarantee. Nothing in this Section 12 will be construed to constitute a guarantee of hours of work per day or per week, or of days of work per week.

SECTION 13 COMPENSATION

A. Wages

1. Wage Increases/Grid

- (a) Effective the first full pay period after ratification, two (2) new wage steps (Step 9 for employees who have been on Step 8 for 4 years, and Step 10 for employees who have been on Step 9 for 3 years) will be added to the wage grid as reflected in Appendix A. Effective the first full pay period after the fourth anniversary of this Agreement, a new Step 11 will be added for employees who have been on Step 10 for five (5) years. As reflected in Appendix A.
- (b) Each Employee employed as of the ratification date shall be entitled to a retroactive bonus equal to 1.5% of his/her hourly rate immediately after ratification (the 12/22/18 rate reflected on Appendix A) times his/her hours worked between 1/1/18 to 10/13/18). The rate immediately after ratification will be calculated before any adjustment based on step adjustments provided for in the parties' side letter or the creation of new steps.
- (c) Effective the first full pay period after October 1, 2018, the wage steps for all employees will be adjusted by 1.5% as reflected in Appendix A and employees employed as of December 22, 2018 will be entitled to retroactive pay for the period of October 14, 2018 to December 22, 2018.
- (d) Effective the first full pay period after December 22, 2018, wage steps for all employees shall be increased by 2.0% as reflected in Appendix A and employees employed as of December 22, 2018 will be entitled to retroactive pay of the period of December 23, 2018 to February 2, 2019.
- (e) Effective the first full pay period after December 21, 2019, wage steps for all employees shall be increased by 3.0% as reflected in Appendix A. In addition, all employees employed as of March 1, 2020, shall receive a lump sum bonus equal to (a) 1% of his/her base hourly rate as of March 1, 2020 times (b) his/her hours worked in 2019 calendar year. In the event the lump sum bonus using the above calculation for a Clinical Dietitian is less than \$250.00 then the lump sum bonus for that Clinical Dietitian shall be \$250.00.

- (f) Effective the first full pay period after December 21, 2020, wage steps for all employees shall be increased by 3.0% as reflected in Appendix A. In addition, all employees employed as of March 1, 2021, shall receive a lump sum bonus equal to (a) 1% of his/her base hourly rate as of March 1, 2021 times (b) his/her hours worked in 2020 calendar year. In the event the lump sum bonus using the above calculation for a Clinical Dietitian is less than \$250.00 then the lump sum bonus for that Clinical Dietitian shall be \$250.00.
 - (g) Effective the first full pay period after December 21, 2021, wage steps for all employees shall be increased by 2.0% as reflected in Appendix A.
 - (h) Effective the first full pay period after June 20, 2022, wage steps for all employees shall be increased by 2.0% as reflected in Appendix A.
- 2. Per Diem Differential.
 - (a) Per Diem Employees shall receive a 13% differential above the applicable base hourly rate for his/her position as reflected in Appendix A.
 - 3. Clinical Lab Scientist Lead/Technical Supervisor Differential.
 - (a) The base hourly rate for the Clinical Lab Scientist Lead/Technical Supervisor position shall be 8% greater than the base hourly rate for the Clinical Lab Scientist position.

B. Movement on Steps

- 1. Subject to the limitations set forth in Section B.2, employees shall advance through the wage steps as follows:
 - (a) Steps 1 through 8 – Employees shall advance through the steps on each anniversary date of their date of hire anniversary;
 - (b) Step 9 – Employees shall advance to Step 9 after the completion of four (4) years on Step 8;
 - (c) Step 10 – Employees shall advance to Step 10 after the completion of three (3) years on Step 9;
 - (d) Step 11 (Effective 4th Year of Agreement) - Employees shall advance to Step 11 after the completion of five (5) years on Step 10.
- 2. Effective the first day of the third pay period following ratification of this Agreement, Full-Time and Part-Time employees will be placed on the appropriate step based on the provisions of Section B.1 in accordance with the terms of the Side Letter Re: Step Placement and receive an adjustment to their base hourly to reflect

the placement on the appropriate step. Employees will not be entitled to retroactive pay based on the step movement caused by this Section (B.2).

3. Employees shall not advance on the steps in accordance with Section B.1 unless they have worked 1,000 hours in the anniversary year in which they are eligible for a step movement.
4. Employees moving from the Clinical Lab Scientist position to the Clinical Lab Scientist Lead/Technical Supervisor position shall retain his/her step for purposes of determining his/her hourly rate. By way of example only, if a Clinical Lab Scientist is on Step 6 and moves to the Clinical Lab Scientist Lead/Technical Supervisor position, the employee will be placed on Step 6 of the wage scale for Clinical Lab Scientist Lead/Technical Supervisors.

C. Shift Differentials

1. Shift Defined. Day, P.M., Night and Weekend Shifts shall be as follows:

- (a) Day Shift = 7:00 a.m. to 3:30 p.m.
- (b) PM Shift = 3:00 p.m. to 11:30 p.m.
- (c) Night Shift = 11:00 p.m. to 7:30 a.m.
- (d) Weekend Shift = 7:00 a.m. Saturday to 7:30 a.m. Monday

Subject to the terms of this Article, shift differentials shall be paid for time worked, not counting the half hour of cross over time necessitated by the thirty (30) minute unpaid lunch break, if a lunch break is applicable.

2. Shift Differential Test

- (a) If 50% or more of the hours worked are on the Day Shift (7:00 a.m. to 3:30 p.m.), no shift differential is paid.
- (b) If 51 % or more of the hours worked are on the PM Shift (3:00 p.m. to 11:30 p.m.), the PM shift differential will be paid for the hours worked during the PM Shift.
- (c) If 51 % or more of the hours worked are on the Night Shift (11:00 p.m. to 7:30 a.m.), the Night Shift Differential will be paid for the hours worked during the Night Shift.

3. Shift Differentials
 - (a) An employee who works a PM Shift per the Shift Differential test will be paid a shift differential equal to ten percent (10%) of his/her base hourly rate of pay; and
 - (b) An employee who works a Night Shift per the Shift Differential Test will be paid a shift differential equal to fifteen percent (15%) of his/her base hourly rate of pay.
4. Weekend Differential
 - (a) An employee assigned to a Weekend Shift per the Shift Differential Test will be paid a weekend differential of \$1.25 per hour for all hour worked on a Weekend Shift.
5. Training Pay
 - (a) If the Employer assigns an employee to train a new hire or an existing employee then the employee will be paid an additional \$1.50 per hour for each hour worked while assigned to train the new hire or existing employee. CLS Leads/Supervisors are not entitled to receive training pay.
6. Lead Clinical Dietitian
 - (a) If the Manager of the Dietary Department is not present at the Hospital for the entire day on a Monday through Friday, holidays excluded, the Hospital may assign the most qualified Clinical Dietitian to serve as the Lead Clinical Dietitian. If a Clinical Dietitian is assigned to served as the Lead Clinical Dietitian, then the Clinical Dietitian will receive \$2.75 per hour above her/his regular rate of pay for hours worked as a Lead Clinical Dietitian.
7. Relief CLS Lead/Technical Supervisor
 - (a) If Hospital assigns a CLS to serve as a CLS Lead/Technical Supervisor, then the CLS shall be paid as a CLS Lead/Technical Supervisor for all hours for which she/he is assigned by Hospital to serve as the CLS Lead/Technical Supervisor.

SECTION 14 PAID TIME OFF (PTO)

A. Paid Time Off & Holiday Hours

1. All Benefitted Employees shall be eligible for Employer's Paid Time-Off Hours, Holiday Hours, and Sick Hours as follows:

Effective upon first full pay period following ratification:

Years of Service	PTO Hours/Year	Holiday Hours/Year
0-5	166	56
5+-9	214	56
10+	282	56

Effective first full pay period after January 1, 2020:

Years of Service	PTO Hours/Year	Holiday Hours/Year
0-5	176	56
5+-9	226	56
10+	296	56

PTO Hours and Sick Hours will accrue per pay period with twenty-six pay periods. These accrual rates for paid time off and sick hours are based on a Full-Time Employee working eighty (80) hours per pay period. In the event that a Benefitted Employee is paid for less eighty (80) hours during a pay period, the accrual rates shall be prorated based on the number of hours paid.

2. Employees may accrue up to a total of 360 PTO hours. Once an Employee has reached their maximum accrual, he/she will stop accruing paid time off until the available balance falls below the maximum accrual.

3. Once an Employee has reached their maximum accrual, he/she will stop accruing paid time off until the available balance falls below the maximum accrual. During the months of April and November of each year, Employees may cash out up to eighty (80) hours of accrued paid time off hours so long as the available balance does not fall below one hundred and twenty (120) hours. Payment of paid time off hours cashed out shall be at the base hourly rate of pay. The Employer shall have the option, but not the obligation, to offer employees an additional opportunity to cash out PTO during each calendar year and to cash out up to 80 hours of PTO for each employee provided that the employee's accrued paid time does not fall below one hundred and twenty (120) hours.

4. PTO hours and sick hours described above shall be accrued benefits and paid out upon the termination of employment at the base rate of pay.

5. Full-time and part-time employees who are employed on one of the holidays described in Section 15 will be paid eight (8) hours at his/her base rate for the

holiday regardless of whether or not they work on the holiday. Holidays hours are not accrued at will not be paid at the time of termination.

SECTION 15. HOLIDAYS

1. The following holidays shall be recognized as "holidays" for the purposes of this agreement.

NEW YEAR'S DAY
MEMORIAL DAY
LABOR DAY

PRESIDENT'S BIRTHDAY
INDEPEDENCE DAY
THANKSGIVING DAY
CHRISTMAS DAY

2. When an eligible employee is required to work on a holiday, the employee will be paid time and one-half the regular hourly rate for all hours worked on the holiday.

3. Full-Time and Part-Time Employees who are employed on one of the holidays described above shall be paid 8 hours at his/her base rate for the holiday regardless of whether or not they work on the holiday.

4. In the event the Full-Time and Part-Time Employee works on the Holiday, the Full-Time or Part-Time Employee will be paid for hours worked on the holiday at a rate equal to one and a half (1 ½) times his/her regular rate of pay plus eight (8) hours of holiday pay at his/her base hourly rate.

SECTION 16 EXTENDED SICK LEAVE

1. Employees ceased earning or banking extended sick leave hours as of October 1, 2014.

2. Employees hired before October 1, 2014 who had banked extended sick leave hours as of October 1, 2014 will be allowed to continue to use any available extended sick leave hours subject to the terms and conditions of the use of extended sick leave hours in place.

3. Banked extended sick leave hours will continue to be treated as a non-accrued benefit and not paid out upon the termination of employment.

4. Extended sick leave hours shall be paid at the Employee's base rate of pay with no shift differentials.

5. Banked extended sick leave hours for full-time or part-time employees hired before October 1, 2014 will be eliminated when the employee converts to per diem status or the employee's employment with Employer is terminated.

SECTION 17 LEAVES OF ABSENCES

A. Compliance with State & Federal Law

Employer will comply with its obligations under federal and state law regarding leaves of absence, including leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301 et seq.).

Benefit accrual, continuation of health benefits, use of paid time off and extended sick leave, return to work and other similar matters shall be governed by the requirements of applicable state and federal law.

B. Personal Leave of Absence

An employee may request a Personal Leave of Absence. Such leave may be granted for reasons other than an employee's own serious health condition or disability or the employee's need to fulfill family obligations relating direct to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An employee requiring a leave for those reasons should apply for Family Leave or Medical Leave under applicable law or Section C below. A Personal Leave of Absence may be granted for no less than ten (10) days and no more than sixty (60) days; however such leave may not be used in lieu of paid time off, to extend a vacation, or other paid time off. The Personal Leave of Absence will be subject to the following:

1. Exhaustion of Paid Time Off

- (a) The Employee must have exhausted his/her accrued paid time off prior to taking a Personal Leave of Absence.

2. Benefit Accrual

- (a) Benefits will no longer accrue and the Employee will be required to pay the cost of the benefit plans pursuant to section B.3 below while on a Personal Leave.

3. Continuation of Health Benefits

- (a) Health benefits will not be subsidized by Employer and the Employee may maintain his/her health insurance coverage by paying the costs of the benefit plans at the applicable COBRA monthly premium rate plus a legally permitted two (2) percent administrative fee.

4. Requests in Writing

- (a) A request for a Personal Leave of Absence must be submitted in writing and must be approved in writing by the Employee's Department Head/Director and Human Resources Department before the leave begins, such approval shall not be unreasonably denied. All requests will be answered within fifteen (15) working days from the date of the submittal.

5. Return to Work

- (a) When an Employee returns to duty after an authorized Personal Leave of Absence, such Employee will be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if it is available. If conditions at the Hospital have so changed that it would not be feasible to reinstate him/her in such manner, then the Employer will meet with the Employee and attempt to come to a mutually agreed upon position and shift as is reasonable under the circumstances. If neither option is available or the parties cannot reach an agreement, the affected Employee will be given preferential consideration for another position and shift for which he/she is qualified over external applicants.

C. Bereavement Leave

1. In the event of a death in the immediate family, a Employee who has completed at least ninety (90) calendar days of service will be allowed three (3) scheduled days following the death, to arrange, mourn and/or attend the funeral. Bereavement Leave will not be deducted from any accrued PTO or ESL. Bereavement Leave does not have to be taken in consecutive days but all hours of bereavement leave must be utilized within one hundred twenty (120) days of the death provided that exceptions will be made for recognized religious observances.
2. Bereavement Leave shall be subject to the following:

- (a) Immediate Family

For the purposes of this Article, "Immediate family" shall mean the Bargaining Unit's spouse, parents, children, brothers, sisters and current brothers-and sisters-in-law, fathers-in-law, and mothers-in-law, stepparents, stepbrothers, stepsisters, stepchildren, step grandchildren, grandparents, grandchildren, in loco parentis, foster child, aunts, uncles and registered domestic partners.

- (b) Pay

The Employee will be paid his/her base hourly rate for each of the scheduled shift(s) missed up to three (3) scheduled days off and may be required to furnish satisfactory evidence to support the leave. Shift differentials shall

not be paid. If an Employee is on paid time off and a death occurs in the immediate family, the Employee may convert the paid time off to bereavement leave.

(c) Use of PTO

The Employer shall not unreasonably deny requests from Employees to extend bereavement leave beyond the scheduled three (3) days provided that extensions to bereavement leave beyond three (3) days shall not exceed an additional seven (7) days and shall be unpaid unless the Employee elects to use accrued PTO.

D. Jury Duty Leave

1. Eligibility

- (a) Full-Time and Part-Time Bargaining Unit Employees called to jury duty after completing ninety (90) calendar days of service are eligible for Jury Duty Pay. In the event that an eligible Employee (i.e., Full-Time and Part-Time Bargaining Unit Employees who have completed ninety (90) days of service) cannot be excused or cannot rearrange his/her working schedule to avoid a conflict, the Employee will be paid his/her base daily rate for each full working day missed due to jury duty for a maximum of forty (40) hours of pay, within an eighteen (18) month period, except where otherwise required by law. Any additional time served on jury duty by the Employee during this period shall be without pay.

2. Pay

- (a) The Employee will be paid his/her base hourly rate for up to forty (40) hours of pay, within an eighteen (18) month period, except where otherwise required by law. Differentials will not be paid.

3. Jury Duty Attendance and Work Requirement

- (a) Evidence of jury duty attendance must be presented to the employee's department manager. The Employee should continue to report for work on those days or parts of days when excused from jury duty or whenever time spent on jury duty does not match the time regularly scheduled for work.

4. Return to Work

- (a) It is the Employee's responsibility to report for employment at the end of an approved leave for jury duty.

5. Continuation of Benefits

- (a) All Employee benefit accruals and other benefits in which the Employee is enrolled will continue while the Employee is on jury duty leave. The Employee will be required to continue payment of any required contributions for Employee benefits during the jury duty leave.

E. Witness Leave

- 1. An Employee who is required by law to appear as a witness may take time off without pay for such purpose provided he/she gives the Employer reasonable advance notice. An Employee who appears as a witness at the request of the Employer will receive pay at his/her base hourly rate during such time.

F. Use of Paid Time Off During Leave

- 1. Except as otherwise agreed, Employees may use any accumulated PTO, in accordance with existing policies and the terms of this Agreement, in connection with leaves of absence granted pursuant to this Section _____. If the Employee elects to utilize paid time off and/or extended sick leave benefits during a leave covered by state Workers Compensation or State Disability benefits, such paid time off or accrued reserve sick benefits shall be integrated with the state benefits in order to fully replace the Employee's regular wages, until such benefits are exhausted.

G. Reduction in Force

- 1. If business conditions require a reduction in force, Employees on an approved leave of absence will be considered for layoff under the same terms and conditions as other Employees actively at work.

H. Termination During Leave of Absence

- 1. Unless otherwise required by law, a Employee may be subject to termination during a leave of absence for reasons including but not limited to the following:
 - (a) Failure to keep the Employer informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.
 - (b) Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.
- 2. The Employer must provide an Employee on any leave with at least ten (10) days' advance written notice of pending termination, stating the reasons therefore, and further stating what, if anything, the Employee needs to do to avoid termination.

SECTION 18 BENEFITS

A. Benefit Programs

1. Employer shall continue to offer medical, dental, vision, and Basic Life & AD&D coverage. Benefit eligible employees shall be eligible to participate in such programs.

B. Medical Plan Contributions

1. Full-Time Benefit Eligible Employees. Full-Time benefit eligible employees shall be required to contribute the following for each plan:

(a) For the plan year commencing on January 1, 2018:

Medical Base PPO

Tier	Amount Per Paycheck
EE Only	\$0
EE + SP	\$9.18
EE + CH	\$10.71
EE + FAM	\$15.82

Medical Premium PPO

Tier	Amount Per Paycheck
EE Only	\$29.03
EE + SP	\$46.65
EE + CH	\$58.78
EE + FAM	\$71.34

(b) For the plan year commencing on January 1, 2019:

Medical Base PPO

Tier	Amount Per Paycheck
EE Only	\$0
EE + SP	\$8.26
EE + CH	\$9.64
EE + FAM	\$14.24

Medical Premium PPO

Tier	Amount Per Paycheck
EE Only	\$26.13
EE + SP	\$41.99
EE + CH	\$52.90
EE + FAM	\$64.21

(c) For plan years commencing on or after January 1, 2020, Employer shall have the right to increase the amount the employee is required to contribute each paycheck provided that the dollar amount that an employee is required to contribute towards the premium for medical plans shall not increase by more than 4% per year after December 31, 2019.

2. Part-Time Eligible Employees. Part-Time benefit eligible employees shall be required to contribute the following for each plan:

- (a) For the plan year commencing on January 1, 2018:

Medical Base PPO

Tier	Amount Per Paycheck
EE Only	\$27.54
EE + SP	\$45.90
EE + CH	\$53.55
EE + FAM	\$79.10

Medical Premium PPO

Tier	Amount Per Paycheck
EE Only	\$48.20
EE + SP	\$80.33
EE + CH	\$93.71
EE + FAM	\$138.43

- (b) For the plan year commencing on January 1, 2019:

Medical Base PPO

Tier	Amount Per Paycheck
EE Only	\$24.29
EE + SP	\$41.31
EE + CH	\$48.20
EE + FAM	\$71.19

Medical Premium PPO

Tier	Amount Per Paycheck
EE Only	\$43.38
EE + SP	\$72.30
EE + CH	\$84.34
EE + FAM	\$124.59

- (c) For plan years commencing on or after January 1, 2020, Employer shall have the right to increase the amount the employee is required to contribute each paycheck provided that the dollar amount that an employee is required to contribute towards the premium for medical plans shall not increase by more than 4% per year after December 31, 2019.

3. Hospital Based Physicians

Effective January 1, 2019, those services provided at St. Rose by St. Rose's hospital based contracted ED Group, Pathology Group, and Radiology Group that provide services at St. Rose Hospital shall not be subject to a deductible or copay for employees and their dependents that are enrolled in St. Rose's medical benefit plans. A change in the contracted ED Group, Pathology Group, and/or the

Radiology Group will have no effect on the benefit offered under this Section B.3.

C. Dental Plan Contributions

1. Full-Time Benefit Eligible Employees. Full-Time benefit eligible employees shall be required to contribute the following for each plan:

- (a) For the plan year commencing on January 1, 2018:

Base Dental PPO

Tier	Amount Per Paycheck
EE Only	\$0
EE + SP	\$.81
EE + CH	\$.82
EE + FAM	\$1.19

Premium Dental PPO

Tier	Amount Per Paycheck
EE Only	\$6.60
EE + SP	\$13.74
EE + CH	\$12.79
EE + FAM	\$19.42

- (c) For the plan year commencing on January 1, 2019:

Base Dental PPO

Tier	Amount Per Paycheck
EE Only	\$0
EE + SP	\$.73
EE + CH	\$.74
EE + FAM	\$1.07

Premium Dental PPO

Tier	Amount Per Paycheck
EE Only	\$5.94
EE + SP	\$12.37
EE + CH	\$11.51
EE + FAM	\$14.99

- (d) For plan years commencing on or after January 1, 2020, Employer shall have the right to increase the amount the employee is required to contribute each paycheck provided that the dollar amount that an employee is required to contribute towards the premium for medical plans shall not increase by more than 4% per year after December 31, 2019.

2. Part-Time Eligible Employees. Part-Time benefit eligible employees shall be required to contribute the following for each plan:

- (a) For the plan year commencing on January 1, 2018:

Dental Base PPO

Tier	Amount Per Paycheck
EE Only	\$2.55
EE + SP	\$4.05
EE + CH	\$4.10
EE + FAM	\$5.95

Dental Premium PPO

Tier	Amount Per Paycheck
EE Only	\$12.75
EE + SP	\$20.25
EE + CH	\$20.50
EE + FAM	\$29.75

- (b) For the plan year commencing on January 1, 2019:

Dental Base PPO

Tier	Amount Per Paycheck
EE Only	\$2.30
EE + SP	\$3.65
EE + CH	\$3.69
EE + FAM	\$5.36

Dental Premium PPO

Tier	Amount Per Paycheck
EE Only	\$11.48
EE + SP	\$18.23
EE + CH	\$18.45
EE + FAM	\$26.78

- (c) For plan years commencing on or after January 1, 2020, Employer shall have the right to increase the amount the employee is required to contribute each paycheck provided that the dollar amount that an employee is required to contribute towards the premium for medical plans shall not increase by more than 4% per year after December 31, 2019.

D. Vision Plan Contributions

1. For the plan years prior to January 1, 2019 and after during the term of this Agreement:

Tier	Amount Per Pay Period
EE Only	\$0.00
EE + SP	\$2.76
EE + CH	\$3.15
EE + FAM	\$6.68

2. For the plan year commencing on January 1, 2019 and after during the term of this Agreement:

Tier	Amount Per Pay Period
EE Only	\$0.00
EE + SP	\$2.21
EE + CH	\$2.52
EE + FAM	\$5.34

3. For plan years commencing on or after January 1, 2020, Employer shall have the right to increase the amount the employee is required to contribute each paycheck provided that the dollar amount that an employee is required to contribute towards the premium shall not increase by more than 4% per year after December 31, 2019.

E. Limits on Increases

1. The dollar amount that an employee is required to contribute towards the premium for medical, dental, and vision plans shall not increase by more than 4% per year after December 31, 2019.

F. Spouse Information

1. During open enrollment, Employer may seek information about spouse eligibility for group coverage through his/her employer but the responses to such questions will not impact eligibility or employee contribution.

G. In Lieu of Benefits

1. Benefit Eligible Employees who elect not to receive medical and/or dental benefits shall be paid the following per pay period in lieu of receiving such benefits:

Waive Medical and Dental = \$50.00

Waive Medical Only = \$32.98

Waive Dental Only = \$17.02

H. Life Insurance

1. Employer shall continue to provide benefitted employees who have completed ninety (90) days of employment with Basic Life and AD & D insurance for the employee at no cost to the employee with coverage equal to one (1) times the employee's basic annual earnings (as defined by the policy) with such coverage being no less than \$15,000 and no more than \$500,000 in accordance with the terms of the policy.
2. Employer shall also continue to offer voluntary Life and AD&D insurance programs for which employees shall be responsible for the payment of all premiums.

SECTION 19 EDUCATION BENEFITS

A. Tuition Assistance Benefits

1. Eligibility

To be eligible to receive tuition assistance, an employee must satisfy the following requirements:

- (a) The employee must be on the payroll and classified as a Full-Time Employee at the time of course registration through and including the course completion date.
- (b) The employee must have completed at least six (6) months of continuous service with Employer at the time of registration.

2. Qualified Courses

To be eligible for reimbursement, the course must meet the following requirements:

- (a) Courses must be offered by a recognized, accredited educational institution. Satisfactory course completion must result in the award of college credits.
- (b) Courses must be job-related or part of a degree program that is job-related. Course taken in preparation for other career opportunities with Employer may be submitted for consideration.

3. Participation Requirements

To receive tuition assistance, an eligible employee must satisfy the following requirements:

- (a) Complete the required tuition reimbursement request form(s) and secure approval from his/her Department Director prior to registering for the requested course. The Employer will process tuition reimbursement form(s)

within fifteen (15) days of receipt of completed forms so eligible employees should submit such forms in advance of any registration deadlines.

- (b) Submit to the Human Resources Manager documentation of successful course completion with a minimum grade of "c" or equivalent and the associated tuition receipts within three (3) months of course completion. Such documentation must include an official grade report and actual receipts.

4. Reimbursement Levels

- (a) Eligible employees (i.e., Full-Time Clinical Lab Scientists or Full-Time Clinical Dietitians) will be reimbursed the cost of tuition (including class fees, textbooks, enrollment fees, test fees, and laboratory fees) in an amount not to exceed One Thousand Dollars (\$1,000.00) per year. Any unused funds in one year will not rollover to the subsequent year.
- (b) Reimbursement from Employer and other sources such as government agencies (G.I. Bill, etc) or other educational benefits (i.e., scholarships or grants) shall not exceed the cost of tuition. If the reimbursement from Employer and from other sources exceeds the cost of tuition, the amount of the reimbursement from Employer will be reduced by any amounts received from other sources. Documentation of any outside financial assistance is required before reimbursement by Employer.

B. Paid Education Time

1. Mandatory Classes

- (a) All employees will receive their base rate of pay for attending all in-service meetings and education classes designated as mandatory by Employer, but the hours shall not be charged to educational leave. Employees will make every effort to attend mandatory in-service meetings and education classes that will not result in overtime. Attendance at mandatory in-service meetings and education classes that will result in overtime must be authorized in advance by the Department Director.
- (b) Employer shall schedule mandatory classes, programs or meetings in such a manner so that employees working a P.M. Shift, or a Night Shift are not required to stay at the hospital more than two (2) hours past their completed shift.
- (c) Mandatory classes shall be consolidated and organized in a fashion that any employees mandated to attend classes, meetings and/or complete recertification be compensated with a minimum of two (2) hours for coming in on their days off.
- (d) The Employer shall have responsibility for replacing employees who are

attending mandatory classes.

2. Other Educational Classes

Full-Time Clinical Lab Scientists and Clinical Dietitians (Eligible Employees) will be eligible to request to be paid for hours attending certain educational classes in accordance with the provisions below:

- (a) Eligible Employees will be paid at their base rate of pay for up to forty (40) hours per year attending courses for which they receive continuing education units recognized by the applicable board to renew and maintain an active license. The forty (40) hours is based on an employee being regularly scheduled to work 40 hours per week. If the employee is regularly scheduled to work less than forty (40) hours per week, the number of available hours will be prorated. To be eligible for payment, Eligible Employees must obtain prior approval from their Department Director to attend such courses offered at the hospital.
- (b) If an Eligible Employee wants to attend a course not offered at the hospital but offered at a different location, the Eligible Employee may seek prior approval to attend such a course and such approval will not be unreasonably withheld. Requests for approval to attend a course not offered at the hospital shall be processed within ten (10) days of submission. Employer shall reimburse Eligible Employees up to two hundred dollars (\$200) per year for courses offered outside the hospital so long as attendance at such courses is preapproved and the Eligible Employee successfully completes the course.
- (c) Eligible Employees will be paid "travel time" for attending courses described in Sections 2(a) and 2(b) in accordance with the requirements of federal and state wage and hour laws.
- (d) No course fee will be charged to employees for courses offered at the hospital.
- (e) In the event a Department Director requests that an employee attend a course, the Employer will pay the employee at his/her base rate of pay for attending the course and will pay the applicable course fee.

SECTION 20 RETIREMENT

A. 403(b) Plan

1. Employer Match

(a) The Employer will make matching contributions equal to fifty percent (50%) of the employee's elective deferral up to 3% of the employee's annual compensation subject to terms and conditions below.

2. Terms and Conditions for Employer Match

(a) Eligibility. To be eligible for the employer match, the employee (a) must work 1,000 hours or more during plan year and (b) be employed on last day of plan year

(b) Vesting. The Employer Match contributions are subject to the following vesting schedule:

Years of Service	Vesting %
Less than 1	0
1	50%
2 or more	100%

For vesting purposes, a year of service is defined as a plan year in which the employee has worked 1,000 hours.

(c) Funding of Employer Matching Contribution. Employer matching contributions shall be funded no later than ninety (90) days after end of plan year.

3. Compensation

(a) Compensation used for the Employer matching contributions shall be Section 414(s) compensation, limited to cash wages and payments, with no exclusions.

4. Distributions

(a) Distributions from Plan participant 403(b) matching accounts will be allowed for same events as employee contributions, including loans and hardship.

5. Early Retirement

(a) Early retirement will be allowed upon reaching age 55.

(b) Plan participants shall be 100% immediately vested upon reaching age

55 regardless of their years of service with Employer.

6. Investments

(a) Plan participants can choose from the menu of plan investments approved by St. Rose Hospital.

B. Defined Benefit Cash Balance Pension Plan

The St. Rose Defined Benefit Cash Balance Pension Plan has been terminated by the Pension Benefit Guaranty Corporation and those employees who were eligible for benefits under the St. Rose Defined Benefit Cash Balance Pension Plan will receive benefits from the Pension Benefit Guaranty Corporation in accordance with the rules and regulations of the Pension Benefit Guaranty Corporation. The Employer has no obligations to employees under the St. Rose Defined Benefit Cash Balance Pension Plan and no obligation to start a new defined benefit plan.

SECTION 21 PROFESSIONAL PRACTICE COMMITTEE

- A. A Professional Practice Committee (the "Committee") will be established at the Hospital, comprised of two (2) bargaining unit members employed as Clinical Lab Scientists at Hospital, the Laboratory Manager, and one other member of management designated by the Hospital. Upon request of the bargaining unit members appointed by the Union, a Union representative may attend Committee meetings in an advisory capacity only.
- B. The function of the Committee shall be to consider constructively methods of improving the practice of Clinical Laboratory Science and the delivery of patient care at the Hospital; and
- C. The Committee may schedule meetings as they deem necessary. Clinical Lab Scientists appointed to the committee by the Union shall be entitled to a maximum of one (1) hour of pay per month at their straight hourly rate of pay for purpose of attending Committee meetings provided that the time spent attending Committee meetings shall not constitute time worked for any purpose under this Agreement.
- D. Meetings will be scheduled so as to not interfere with the work of the Laboratory. Committee meetings will not be deemed to be part of any meet and confer process and will not be construed to constitute grievance meetings.
- E. Minutes of each meeting will be distributed to Committee members and the Employer's Director of Nursing within two (2) weeks of the conclusion of each meeting.
- F. Subject to the limitations set forth in this Section 21, all members of the Committee shall be entitled to place an item/issue on the agenda for a Committee meeting. Agendas will be exchanged at least one week in advance of any meeting.

- G. The Committee shall serve as an advisory body to the Employer. Recommendations adopted by the Committee are advisory to management and will not be subject to the grievance procedure.
- H. The Committee shall not involve itself with grievances or wages, hours and working conditions, or management rights as defined and set forth in this Agreement.

SECTION 22 SUCCESSORSHIP PROTECTION

In the event of sale or transfer of control of the Facility by the Employer, the Employer shall, within a reasonable period of time but not less than fifty (50) days of the effective date of sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer the Employer shall obtain an agreement from the new owner, employer or entity in writing to retain substantially all of the employees covered by this Agreement and recognize the Union as the collective bargaining representatives for the employees covered by this Agreement. In the event the new owner, employer or entity is Alecto Healthcare Services LLC or an affiliate or subsidiary of Alecto Healthcare Services LLC, Employer shall also require the new owner, employer or entity to assume any existing collective bargaining agreement. The parties agree that compliance with this Section 22 shall constitute full satisfaction of any and all obligation to bargain regarding such sale or transfer, and the Employer shall have no further obligation to the Union with respect to a sale or transfer of control of the hospital.

Employer shall not use the sale or transfer to evade the terms of this Agreement.

Nothing in this Section 22 shall constitute a waiver by the Union of any successorship rights they may enjoy under applicable law.

SECTION 23 NO STRIKE OR LOCKOUT

There shall be no strike, sympathy strike, slow down, or other stoppage of work by Union employees and no lockout by Employer during the term of this Agreement and any extensions thereto.

SECTION 24 SAVINGS CLAUSE

In the event that a court or administrative body of competent jurisdiction rules that any provision of the Agreement is illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in effect, and upon the request of either party, the parties shall meet and confer regarding the consequences, if any, of the court's or administrative body's ruling.

SECTION 25 ENTIRE AGREEMENT

1. Full Negotiations: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

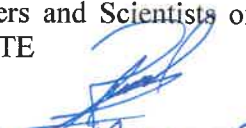


2. Complete Agreement: It is understood and agreed that this Agreement fully and completely sets forth all existing understandings and obligations between the parties, that it constitutes the entire agreement between the parties, and that it sets forth all of the Employer's responsibilities, duties and obligations to the Union and employees for the duration of this Agreement, and that there are no understandings or agreements by the parties which are not expressly set forth in this Agreement with the exception of any future letters of agreement entered into by the parties.

3. Waiver: The Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice involving the terms and conditions of employment of the Bargaining Unit, including those expressly set forth in the Management Rights provision, other than as specifically required by an express provision of this Agreement. The Union reserves its right to bargain over the effects of any material changes to the working conditions of Clinical Lab Scientists and/or Clinical Dietitians.

SECTION 26 TERM OF AGREEMENT

This Agreement shall be effective on December 22, 2018 and shall remain in full force and effect without further change or amendment to and including December 31, 2022, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments, or may terminate the Agreement, by serving written notice to the other party of its desire to change, amend, or terminate the Agreement at least ninety (90) days before December 31, 2022 or a subsequent December 31 of any contract year in which this Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned, each of whom are duly authorized to execute this Agreement, have executed this Agreement.

<p>Engineers and Scientists of California Local 20, IFPTE</p> <p>By: </p> <p>Name: <u>Adelto Riedel</u></p> <p>Title: <u>Union Representative - ESC 620</u></p> <p>By: </p> <p>Name: <u>Molly Kitamura</u></p> <p>Title: <u>RD, CNSC</u></p> <p>By: <u>Juliet Buenavista</u></p> <p>NAME: <u>JULIET BUENAVISTA, CLS</u></p>	<p>Hayward Sisters Hospital, a California nonprofit corporation doing business as St. Rose Hospital</p> <p>By:  5/26/2020</p> <p>Aman Dhuper President & CEO</p>
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Appendix A

See Attached

Appendix A

Years 1, 2, and 3													
Clinical Lab Scientist	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (After 4 Years on Step 8)	Step 10 (After 3 Years on Step 9)	Per Diem In-Lieu	PM Diff	Night Diff
Current	\$40.97	\$42.20	\$43.47	\$44.77	\$46.11	\$47.50	\$48.92	\$50.38			12.50%	10.00%	15.00%
10/1/18 = 1.5%	\$41.58	\$42.83	\$44.12	\$45.44	\$46.80	\$48.21	\$49.65	\$51.14	N/A	N/A	12.50%	10.00%	15.00%
10/1/18 = Per Diem	\$46.78	\$48.19	\$49.63	\$51.12	\$52.65	\$54.23	\$55.86	\$57.54	N/A	N/A	12.50%	10.00%	15.00%
12/22/18 2%	\$42.42	\$43.69	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73	\$55.34	13.00%	10.00%	15.00%
12/22/18 Per Diem	\$47.93	\$49.37	\$50.85	\$52.37	\$53.95	\$55.56	\$57.23	\$58.95	\$60.72	\$62.54	13.00%	10.00%	15.00%
12/21/19 = 3%	\$43.69	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73	\$55.34	\$57.00	13.00%	10.00%	15.00%
12/21/19 Per Diem	\$49.37	\$50.85	\$52.37	\$53.95	\$55.56	\$57.23	\$58.95	\$60.72	\$62.54	\$64.41	13.00%	10.00%	15.00%
12/21/20 = 3%	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73	\$55.34	\$57.00	\$58.71	13.00%	10.00%	15.00%
12/21/20 Per Diem	\$50.85	\$52.37	\$53.95	\$55.56	\$57.23	\$58.95	\$60.72	\$62.54	\$64.41	\$66.35	13.00%	10.00%	15.00%
Clinical Lab Scientist - Lead/Tech. S	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (After 4 Years on Step 8)	Step 10 (After 3 Years on Step 9)	Per Diem In-Lieu	PM Diff	Night Diff
Current	\$44.25	\$45.58	\$46.94	\$48.35	\$49.80	\$51.30	\$52.83	\$54.42	N/A	N/A	12.50%	10.00%	15.00%
10/1/18 = 1.5%	\$44.91	\$46.26	\$47.65	\$49.08	\$50.55	\$52.06	\$53.63	\$55.24	N/A	N/A	12.50%	10.00%	15.00%
10/1/18 = Per Diem	\$50.53	\$52.04	\$53.60	\$55.21	\$56.87	\$58.57	\$60.33	\$62.14	N/A	N/A	12.50%	10.00%	15.00%
12/22/18 2%	\$45.81	\$47.18	\$48.60	\$50.06	\$51.56	\$53.11	\$54.70	\$56.34	\$58.03	\$59.77	13.00%	10.00%	15.00%
12/22/18 Per Diem	\$51.76	\$53.32	\$54.92	\$56.56	\$58.26	\$60.01	\$61.81	\$63.66	\$65.57	\$67.54	13.00%	10.00%	15.00%
12/21/19 = 3%	\$47.18	\$48.60	\$50.06	\$51.56	\$53.11	\$54.70	\$56.34	\$58.03	\$59.77	\$61.56	13.00%	10.00%	15.00%
12/21/19 Per Diem	\$53.32	\$54.92	\$56.56	\$58.26	\$60.01	\$61.81	\$63.66	\$65.57	\$67.54	\$69.57	13.00%	10.00%	15.00%
12/21/20 = 3%	\$48.60	\$50.06	\$51.56	\$53.11	\$54.70	\$56.34	\$58.03	\$59.77	\$61.56	\$63.41	13.00%	10.00%	15.00%
12/21/20 Per Diem	\$54.92	\$56.56	\$58.26	\$60.01	\$61.81	\$63.66	\$65.57	\$67.54	\$69.57	\$71.65	13.00%	10.00%	15.00%
Registered Dietitian	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (After 4 Years on Step 8)	Step 10 (After 3 Years on Step 9)	Per Diem In-Lieu	PM Diff	Night Diff
Current	\$32.10	\$33.06	\$34.05	\$35.07	\$36.12	\$37.20	\$38.32	\$39.47	N/A	N/A	12.50%	\$1.00	\$1.25
10/1/18 = 1.5%	\$32.58	\$33.56	\$34.57	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07	N/A	N/A	12.50%	10.00%	15.00%
10/1/18 = Per Diem	\$36.65	\$37.75	\$38.89	\$40.05	\$41.25	\$42.49	\$43.77	\$45.08	N/A	N/A	12.50%	10.00%	15.00%
12/22/18 2%	\$33.23	\$34.23	\$35.26	\$36.31	\$37.40	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	13.00%	10.00%	15.00%
12/22/18 Per Diem	\$37.55	\$38.68	\$39.84	\$41.04	\$42.27	\$43.53	\$44.84	\$46.19	\$47.57	\$49.00	13.00%	10.00%	15.00%
12/21/19 = 3%	\$34.23	\$35.26	\$36.31	\$37.40	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.66	13.00%	10.00%	15.00%
12/21/19 Per Diem	\$38.68	\$39.84	\$41.04	\$42.27	\$43.53	\$44.84	\$46.19	\$47.57	\$49.00	\$50.47	13.00%	10.00%	15.00%
12/21/20 = 3%	\$35.26	\$36.31	\$37.40	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.66	\$46.00	13.00%	10.00%	15.00%
12/21/20 Per Diem	\$39.84	\$41.04	\$42.27	\$43.53	\$44.84	\$46.19	\$47.57	\$49.00	\$50.47	\$51.98	13.00%	10.00%	15.00%

[illegible]

Exhibit 1

Per Diem Agreement

I, _____, understand and agree to the following:

1. Per diem employees are utilized: (a) to cover for open positions; (b) for weekend/holiday coverage; (3) for peak workload periods/projects; and (d) to cover for vacations/illness/leaves of absence.
2. As a per diem employee at St. Rose Hospital, it is not guaranteed that I will work the minimum number of shifts for which I have agreed to be available.
3. As a per diem employee, I must meet the following conditions:
 - (a) Subject to reasonable periods of vacation, I must be available to work a minimum of six (6) shifts on six (6) different days during each six (6) week period, including one (1) weekend shift;
 - (b) I must submit my availability at least twenty (21) days prior to the beginning of the schedule;
 - (c) I must submit my request for holiday work and holidays off along with all other staff and will list my preference for which holiday(s) I prefer off. The department will attempt to grant all requests to the extent possible, but I understand that I may not get my request or stated preference;
 - (d) I must make myself available to work at least two (2) of the following holidays: Thanksgiving Day, Christmas Day, or New Year's Day. I may be assigned, based on hospital/departmental staffing needs, to work at least one of the following holidays: Thanksgiving Day, Christmas Day, or New Year's Day;
 - (e) I must make myself available to work at least two (2) of the following holidays: President's Day, Memorial Day, Independence Day, and Labor Day. I may be assigned to work two of the following holidays: President's Day, Memorial Day, Independence Day, Labor Day;
 - (f) I understand that if I am scheduled to work a shift within my stated availability, it is a commitment to work the shift. If I subsequently fail to show up for my scheduled shift without arranging alternative coverage satisfactory to the hospital, I may be subject to disciplinary action up to and including termination;
 - (g) If there is any change in the availability I have given to the unit scheduler for purposes of developing the schedule, I must notify the unit scheduler in writing as soon as possible; and

- (h) I understand that I must have a working telephone, or cell phone or pager, etc., must be able to receive and returns calls promptly, and must immediately notify the unit scheduler of any changes to my telephone number.

I have read and agree to the above conditions of employment as a Per Diem employee at St. Rose Hospital, and I understand that failure to comply with any of the above conditions may result in termination of my employment with St. Rose Hospital.

Employee's Signature

Date

Home Telephone, Cell Phone or Other Primary Number

Director/Manager Signature

Date

cc: Human Resources/Employee File