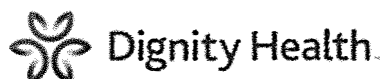


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



D/B/A: METHODIST HOSPITAL OF SACRAMENTO;
MERCY HOSPITAL OF FOLSOM; MERCY SAN JUAN
MEDICAL CENTER, MERCY GENERAL HOSPITAL,
WOODLAND HEALTHCARE, SAINT JOSEPH'S
MEDICAL CENTER AND HEALTHCARE CLINICAL
LABORATORY IN STOCKTON

AND



Engineers and Scientist of California
Northern California

ESC Local 20

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



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

2018-2023

Table of Contents

Article 1 – Recognition and Coverage	4
Article 2 – Management Rights.....	5
Article 3 – Union Security	5
Article 4 - Nondiscrimination.....	7
Article 5 – Employment Categories	7
Article 6 – Compensation and Hours of Work.....	9
Article 7 – Paid Time Off and Extended Sick Leave	16
Article 8 – Continuing Education Time & Tuition Reimbursement	20
Article 9 – Leave of Absence.....	23
Article 10 – Bereavement Leave	26
Article 11 – Jury Duty	26
Article 12 – Health Benefits	27
Article 13 – Retirement / Retiree Health	29
Article 14 – Scheduling.....	30
Article 15 – Performance Evaluations	30
Article 16 – Discipline, Discharge & Termination.....	31
Article 17 – Seniority.....	32
Article 18 – Posting & Filling of Vacancies.....	33
Article 19 – Layoff and Reduction in Force.....	34
Article 20 – Job and Employment Security.....	36
Article 21 – Grievance and Arbitration	38
Article 22 – Employee Personnel Files.....	42
Article 23 – Personnel Policies	42
Article 24 – Bulletin Boards.....	43
Article 25 – Safety.....	43
Article 26 – Tobacco Free	43
Article 27 – Drug-Free Workplace	43
Article 28 – Joint Labor-Management Committee	44
Article 29 – Job Descriptions	45
Article 30 – LEAP/COPE Check-Off.....	45
Article 31 – Union Stewards & Visitation.....	45
Article 32 – Savings Clause	48
Article 33 – Full Agreement.....	48

Article 34 – Term of Agreement.....	48
Article 35 – Parking	49
Article 36 – Change in Ownership.....	49
Article 37 – Wages.....	49
Signature Page	59
INDEX.....	62

Article 1 – Recognition and Coverage

Dignity Health recognizes the Union as the exclusive collective bargaining representative for, and this Agreement covers, the employees in the classifications below:

Sacramento:

Clinical Laboratory Scientist (CLS), CLS Technical Coordinator, and Medical Laboratory Technicians (MLT) who are employed in the Laboratory at the following Dignity Health facilities: Mercy General Hospital, Methodist Hospital, Mercy San Juan Hospital and Mercy Folsom Hospital and excluding all other Laboratory employees, all other employees that are represented by another certified labor representative, all other confidential employees, managerial employees, guards and supervisors as defined under the Labor Management Relations Act of 1947, as amended.

Woodland:

Listed in Appendix A who are employed in Woodland Healthcare's Laboratory and Diagnostic Imaging Department in the Woodland and Davis Clinics, including the Receptionists in the Diagnostic Imaging Department, and excluding Couriers, Orderlies and Transcribers in the Diagnostic Imaging Department, the Histotechnicians and Cytotechnologists in the Laboratory, all other employees, confidential employees, managerial employees, guards and supervisors as defined under the Labor Management Relations Act of 1947, as amended. The Laboratory and Diagnostic Imaging Department located at Woodland Memorial Hospital are included in this Agreement.¹

Stockton:

Clinical Laboratory Scientists (CLS), Clinical Microbiology Scientists (CMS), and Medical Laboratory Technicians (MLT) employed at St. Joseph's Medical Center and HealthCare Clinical Laboratory in Stockton excluding all other Laboratory employees, all other employees that are represented by another certified labor representative, all other confidential employees, managerial employees, guards and supervisors as defined under the Labor Management Relations Act of 1947, as amended.

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

For the purposes of this Agreement, covered Dignity Health employees will be referred to as "employees."

Article 2 – Management Rights

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

Article 3 – Union Security

A. Required Membership

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

B. Employees Employed as of the Effective Date

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

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

C. Bargaining Unit Information

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

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

D. Deduction of Dues

1. Monthly Deduction: The Employer will deduct monthly Union membership dues, or the monthly service amount, from the salaries of those employees who authorize the Employer to do so in writing on a form provided by the Union. Normally, the deduction will be made in the amount of one-half (1/2) of the monthly dues or service fee each pay period of each month for twenty-four (24) of the twenty-six (26) pay periods in the year.
2. Dues Remitted to the Union: Each monthly deduction required by this Article shall be remitted by the Employer to the Union at: 810 Clay St., Oakland, CA 94607.

E. Indemnification

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

The Union shall indemnify and hold the Employer harmless against any costs or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any provision of this Article, including, but, not limited to terminations of employment for reason of non-compliance with this Article, or arising out of the use of monies remitted to the Union. The indemnification includes the cost of defending against any such actions or claims. The Union shall have no monetary claim against the Employer by reason of its failure to perform under this Article.

F. New Employee Orientation

1. During the new employee orientation, the Union may provide to employees such materials provided that it does not disparage the Employer.
2. During the new hire orientation for new employees, the Employer will allow a representative of the Union up to thirty (30) minutes, to discuss the Union and the terms of this Agreement. In the event a Union Steward is assigned, the Stewards shall be released from work without loss of pay to participate in the session.

Article 4 - Nondiscrimination

A. Union Related Activity

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

B. General Provisions

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

Complaints alleging discrimination in violation of federal or state law will be handled by appropriate government agencies, pursuant to the enforcement provisions and procedures established under such laws, but, in addition, such complaints are subject to the provisions of the Grievance and Arbitration Procedures, Article 21, up to but not including arbitration under Step 4 of that procedure.

Article 5 – Employment Categories

A. Regular Employees

1. Full-Time: A Regular Full-Time employee is one who is regularly scheduled on a predetermined basis for eighty (80) hours in each pay period. A Regular Full-Time employee will be entitled to all of the benefits listed in Articles 7 through 13.
2. Part-Time: A Regular Part-Time employee is one who is regularly scheduled on a predetermined basis to work at least forty (40) hours but less than eighty (80) hours, in each pay period. Part-Time employees will be entitled to those benefits listed in Articles 7 through 13 herein on a prorated basis in accordance with the number of straight time hours the employee works, up to a maximum of forty (40) hours in each workweek. For purposes of benefit accrual only, paid time off ("PTO") extended sick leave ("ESL") paid bereavement leave and paid jury duty leave will be considered as hours worked.

B. Limited Part-Time

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

C. Temporary

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

D. Per-Diem Employees

A Per-Diem employee is one who is scheduled to meet fluctuating workload demands with no guaranteed work schedule or number of hours who is either scheduled to work or is called in to work, but on an "as needed" basis. Dignity Health reserves the right to establish, change or modify availability requirements for Per-Diem employees, so long as the requirements are not arbitrary or capricious. The Union and the Per-Diem employees will be notified in advance of any such requirements or modifications thereto.

Per-Diem employees are not eligible for employer-sponsored benefits, but will receive shift differentials and weekend premium when applicable, premium pay in lieu of benefits, as set forth in Article 6, Section M and premium pay for working on recognized holidays as set forth in Article 7, Section E.

Employee's within this category will be available to work a sufficient number of shifts per pay period to ensure competency; further they must be available to work at least one weekend (Saturday AND Sunday) per month and one major (Christmas, New Year or Thanksgiving) holiday and one minor holiday per annum.

* Employees previously referred to as Supplemental or On/Call Seasonal shall be converted, upon ratification to Per-Diem. There shall no longer be a category known as Supplemental or On-Call Seasonal within this bargaining unit.

E. Change in Status

A Regular full-time or part-time employee may request a permanent reduction in his or her hired scheduled hours. Such requests will not be unreasonably denied. Staffing needs and patient care considerations will be considered when deciding whether to grant any request.

If a Regular employee converts to Limited Part Time, Per-Diem or Temporary employee status, then (s)he will be paid any remaining accrued but unused PTO. The employee's prior accumulated ESL will be retained for a period of up to twelve (12) months for the employee's future use in the event that (s)he again becomes a Regular employee within such twelve (12) month period, but may not be utilized by the employee while (s)he is in a Limited Part-Time, Per-Diem or Temporary status.

Should the employee reconvert to Regular status within the twelve (12) month period, (s)he will resume benefit accruals at his/her previous rate. The employee's rate of pay will not change upon his/her change in status, except that (s)he will receive the premium pay in lieu of benefits specified in Article 6, Section M, becomes effective.

F. Temporary Agency Personnel

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

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

Temporary employees, Temporary Agency personnel and Non-Clinic employees used in lieu of Temporary employees/Temporary Agency personnel may be utilized for a period of up to 120 days, or for the entire period of a leave of absence, if longer than 120 days. This period may be extended with the agreement of the Union, which will not unreasonably be withheld from proposing to the Union that these limits be waived in an emergency, and in such case the Union's approval will not unreasonably be withheld. The Employer will not use Temporary employees, Temporary Agency personnel and/or Non-Clinic employees to avoid posting a regular position vacancy or to erode the bargaining unit.

Article 6 – Compensation and Hours of Work

A. Wage Ranges

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

B. Employee Wage Rates.

All employees to receive the following across the board increase. The wage grids shall also move by the same percentage.

Date	Increase
First full pay period December 2018	3%
Second full pay period in December 2019	3%
Second full pay period in December 2020	3%
Second full pay period in December 2021	3%
Second full pay period in December 2022	3%

C. Movement to Equity Scales for Sacramento and Woodland

- A. Effective the first full pay period following ratification, the positions with SEIU counterparts will be moved to their new equity scales. All other employees who are not yet on the rate provided above will receive a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in January 2020.
- D. Eligible employees will receive step movement the first pay period of November each year.
- E. Newly hired employees shall be placed on the appropriate step on the appropriate scale

but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.

D. Movement to Equity Scales for Stockton

- A. Effective the first full pay period following ratification, each employee who is not yet on the rate provided above will receive a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Effective the first full pay period August 2020, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- D. Effective the first full pay period August 2021, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- E. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in August 2022.
- F. Eligible employees will receive step movement in the first pay period of November each year.
- G. Newly hired employees shall be placed on the appropriate step on the appropriate scale but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.
- H. No employee wages will decrease due to this Agreement.

E. Maximum Wage Rates

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

F. Straight Time Shifts and Workweek

- 1. Dignity Health may assign or schedule employees to straight-time shifts of up to ten (10) hours (e.g., 8, 9 or 10 hour shifts, etc.). Employees will not be required to work a shift which is split by any unpaid break of over one (1) hour. For the scheduled

hours for all such shifts, pay will be the employee's individual straight-time rate, plus shift differential, weekend premium and pay in lieu of benefits, if applicable. A full-time straight time week will be forty (40) hours. If Dignity Health determines that its operational needs require that existing positions must be converted from 8 hours to 9 or 10 hours, from 10 or 9 hours to 8 hours, etc., then Dignity Health will give the affected employees and the Union thirty (30) days' prior notice and will meet with the employees (and the Union, if it so desires) to explain the decision and the new shift arrangements, and to discuss alternatives presented by the Union that would satisfy operational needs and avoid or lessen the reduction in hours. However, the obligation to meet, discuss and explain in no way prohibits Dignity Health from implementing its decision at the end of the notice period if no acceptable alternatives have been identified.

2. If an affected employee is unwilling or unable to accept the new shift arrangement, his/her position will be posted and filled pursuant to Article 18, Section 2. If the position is bid upon by and awarded to another existing employee, the affected employee may elect to take that employee's position without a posting, provided Dignity Health determines that the employee is qualified to fill the position. If the converted position is filled from outside of the bargaining unit, or if the affected employee is deemed not qualified to take the position vacated by an employee awarded the converted position, the affected employee may elect to exercise his/her displacement rights under Article 19, Section B.2., Permanent Layoffs, and if (s)he is unable to retain a position under those provisions (s)he will be placed in layoff status.

The employer shall attempt to grant at least twenty-six (26) weekends off each calendar year to regular full-time, part-time, and limited part-time employees.

G. Overtime

1. Overtime (1-1/2x) and double time (2x) premium will be calculated based upon the employee's regular rate for the pay period. In addition to the employee's straight time rate for hours worked, the calculation of the average regular rate will also include shift differential, weekend premium and premium pay in lieu of benefits, where applicable, paid to the employee for hours worked during the workweek.
2. An employee will be paid at the rate of one and one-half times (1-1/2x) his/her regular rate of pay for all hours worked in excess of eight (8) hours in a day in the case of eight (8) hour shifts (or in excess of nine or ten (9 or 10) hours in a day for employees assigned to 9- or 10-hour shifts) and for all hours worked in excess of eighty (80) hours during a pay period.
3. An employee will be paid at the rate of two times (2x) his/her regular rate of pay for all hours worked in excess of twelve (12) hours in a workday.
4. Paid time off taken (e.g., PTO for vacation, holiday brief illnesses, etc.; ESL for extended sick leave; bereavement leave; or jury duty leave) will not count as time worked for overtime purposes.

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

H. Workday and Workweek

The "workday" and "workweek" will be a standard period of time for all employees and will be as designated by Dignity Health.

I. Shift Differential

Shift Differential

Sacramento:

Definitions:

- a. Day Shift: Means the majority of hours of work are between 0700 and 1430.
- b. Evening (PM) Shift: Means the majority of hours of work fall between 1430 and 2300.
- c. Night Shift: Means the majority of hours of work fall between 2300 and 0700.

Evening (PM) Shift: An evening shift is a shift beginning at or after 1300 and before 2100. Evening shift differential will be paid on a shift beginning at or after 1300 for hours worked (other than call-back hours) between the hours of 1430 and 2300, except that when a shift of eight (8) hours or more begins at or after 1300 and before 1430, evening shift differential will be paid from the beginning of the shift.

Night Shift: A Night Shift is a shift beginning at or after 2100 and before 0400. Night shift premium will be paid only for hours worked (other than call-back hours) between 2300 and 0700, provided the shift begins prior to 0400. A shift beginning at or after 0400 will be considered a day shift for all purposes under this Agreement.

Differential Amounts

- a. Evening Shift Differential= \$2.00 per hour.
- b. Night Shift Differential = \$4.00 per hour.

Woodland:

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

All Rad Techs/Clin. Lab Scientists = \$2.00/hr

Lab Asst	=	\$0.75/hr
All Others	=	\$0.65/hr

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

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

J. Standby/Call-back

1. Employees assigned to standby status in accordance with their departmental policy will be paid at the rate of eight dollars (\$8.00) for each hour of such on-call time.
2. If called to work when on standby status, the employee will be paid at the rate of one and one-half times (1-1/2x) his/her regular rate for all hours worked, with a minimum guarantee of two hours of work, or pay in lieu thereof, for the first and second calls combined, and a minimum guarantee of one (1) hour of work, or pay in lieu thereof, for each subsequent call. The employee will not receive standby pay for hours worked or guaranteed when called back to work. An employee assigned to standby status is expected to answer minor questions over the telephone when necessary, and will receive pay only for the time spent doing so; provided, however, that the time spent answering questions by telephone during an on call period must total at least ten (10) minutes.
4. If called by Dignity Health and required to work when not scheduled and while not on standby, with less than twenty-four (24) hours' notice (other than when an employee has given his/her availability and is called to work an additional shift), the employee will receive two times (2x) his/her hourly rate for the first hour and one and one-half times (1-1/2x) his/her hourly rate thereafter. Such premium will cease at the commencement of the employee's next scheduled shift or when the employee is released from work, whichever is earlier. The Employer will determine at its discretion which employee(s) will be called back.

K. Meetings

1. Employee attendance at mandatory meetings called by Dignity Health, including in-service education meetings, will be considered time worked.
2. Employees attending mandatory meetings on a scheduled day off will be paid at straight time or one and one-half times (1-1/2x) their regular rate, whichever rate applies. Employees attending a meeting while on standby will be paid for their

attendance in accordance with this Section I and not pursuant to the call-back provisions of Section H above.

L. Reporting Pay

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

M. Premium Pay in Lieu of Benefits

Premium Pay in Lieu of Benefits

For Sacramento:

Limited Part-time and Per-Diem employees will receive premium pay equal to \$3.00 over his/her straight time rate, in lieu of all employer-sponsored benefits except for CLS employees who will receive \$57.2265 per an hour.

For Woodland:

Limited Part-time and Per-Diem employees, except for CLS employees, will receive premium pay equal to fifteen percent (15%) of his/her straight time rate, in lieu of all employer-sponsored benefits. (Notwithstanding this section, employees who were hired as a part of the Employer's initial complement of employees on July 30, 1996, in a Casual/On Call capacity, and who have remained continuously in such a capacity since then, will receive a premium of twenty percent (20%) of their straight time rate, but only for so long as they remain continuously in a Casual/On Call capacity). CLS employees will be paid \$57.2265 per an hour.

N. Break and Meal Periods

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

O. Relief in a Higher Classification

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

P. Weekend Premium

Employees who work shifts beginning on or after 2300 on Friday and ending at or before 2300 Sunday will receive hourly premium equal to 1.70 over base pay per hour. This provision will sunset on March 31, 2018.

Article 7 – Paid Time Off and Extended Sick Leave

A. Purpose

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

B. Eligibility

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

C. Accrual/Accumulation

1. Paid Time Off (“PTO”) is divided into two banks: PTO and Extended Sick Leave (“ESL”). PTO is accrued and ESL is accumulated based upon paid straight time hours worked as follows:

Years of Employment	0 - 4	5-9	10-19	20+
PTO	0.1000	0.1192	0.1385	0.1576

Years of Employment	0-4	5-9	10-19	20+	Max Accrual
Extended Sick Leave (ESL)	0.0231	0.0231	0.0231	0.0231	480

2. PTO/ESL is paid at the normal straight time hourly rate, with applicable differentials.
3. PTO/ESL will also accrue/accumulate on House Convenience time. PTO/ESL will not accrue/accumulate for overtime hours, for stand-by and call-back hours, Section H - Donation of PTO Hours & PTO Hardship Distribution.
4. Employees with more than 400 hours of accrued PTO as of the end of the last payroll period in November of each year will be paid for the accrued PTO in excess of 400 hours at the employee's base hourly rate, plus any applicable shift differential, on or before the 15th day of December. Social Security taxes (FICA) and State/Federal Income taxes are withheld as required by law.

D. Scheduling the Use of PTO

1. Requesting PTO: Employees shall submit a written request for paid time off using the Employer designated form, in adherence to the following protocols:

Requested time off for commencing year	Employee must submit request	Response due to employee
April 1 – September 30	January 1 – January 31	March 1
October 1 – March 31	July 1 – July 31	September 1

Each of the five Mercy locations, individual Woodland departments and Saint Joseph's may establish local protocols; where no agreement is reached, prime vacation time will be granted on a rotational basis where conflict exists. Prime vacation time is designated as follows:

- Memorial Day through Labor Day
- Thanksgiving Week
- Last two (2) weeks in December

PTO will be scheduled subject to operational needs and holiday coverage for the department. In the event of conflicting requests, the preference will go to the more senior employee.

2. Per Diem and Limited Part-Time employees: Are not affected by this policy. They are, however, expected to give notification during the sign-up period for any time period of one week or greater in which they will not be available to work. This information is needed in order to approve or deny vacation requests for regular full-time and part-time employees.

3. PTO requests beyond request periods: After the aforementioned request period deadlines, PTO will be granted on a first come first served basis, subject to operational needs and holiday coverage, which includes the need to accommodate previously awarded PTO. Such requests must be made at least four (4) weeks prior to the requested PTO date. Shorter notices will be reviewed, but approved at the employer's discretion. Management will approve or deny request within 14 days of request.

E. Use of PTO

1. Except in the case of an emergency, all PTO must be scheduled in advance and approved by the supervisor/manager as previously described. Unscheduled use of PTO will be closely monitored and considered as an absence under Dignity Health's attendance policy.
2. When Advance Notice is Not Possible: If an employee is unable to work the scheduled shift due to illness or emergency, the employee shall notify the Employer no later than two (2) hours before the start of his/her scheduled shift. The reason for the absence shall be given.
3. PTO may be used only after it is accrued; negative balances will not be allowed. PTO may not be taken in excess of the employee's scheduled hours (as noted in the employee human resources information system) except in the following circumstances:
 - i. If the supervisor requests an employee to work unscheduled hours during a pay period in which PTO has been scheduled and taken on a regular work day; or
 - ii. If an employee has worked in excess of his/her scheduled hours (as noted in the personnel record) for six (6) consecutive pay periods, the manager may approve the use of PTO hours up to his/her customarily worked non-overtime schedule.
4. Accrued PTO is used for the equivalent of the first three (3) regularly scheduled work days or the first twenty-four (24) scheduled work hours of any illness, whichever occurs first, except where the illness requires hospitalization or outpatient surgery, or is compensable under Worker's Compensation laws. Dignity Health may require a physician's statement.
5. Accrued PTO will be paid for all absences other than those for which ESL is applicable, including leaves of absence, and will also be paid upon the exhaustion of accumulated ESL for the remainder of the absence or leave. The sole exceptions are bereavement leave and jury duty leave. In addition, in the case of temporary layoffs the employee may elect to use or not use PTO.
6. Accrued PTO will be paid to employees who receive time off in observance of the following nine (9) national holidays:

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

1. When a recognized national holiday falls on Saturday, the previous Friday will be observed. When a recognized national holiday falls on a Sunday, the following Monday will be observed.
 2. An employee who works on the actual recognized holiday will receive one and one-half times (1-1/2x) his/her regular rate of pay for the hours worked.
 3. For the purposes of this section, a holiday commences at 2300 (11:00pm) preceding the designated holiday and ends at 2300 (11:00pm) the day of the designated holiday. An employee is considered to have worked the holiday if the majority of the hours worked fall on the holiday defined above.
7. All accrued but unused PTO will be paid out to an employee upon conversion to Limited Part-Time, Per-Diem or Temporary status, and upon permanent layoff or termination.

F. Holiday Scheduling of Major Holidays

Major Holidays	Employee must request their desire to work, or to be off the current year:	Response due to employee
Christmas Day, Thanksgiving Day, New Year's Day	July 1 – July 31	September 1

1. Each regular Full-Time, regular Part-Time and Limited Part-Time employee will be granted time off for one (1) major holiday (Thanksgiving, Christmas Day, New Year's Day) in the calendar year.
2. Major Holiday schedule assignments shall be completed on a rotating basis each year according to the employee's hired shift. An employee may not work or be scheduled off for the same major holiday the following year unless no other employee within the department requests the same day.
3. Minor holiday schedules shall be posted during the same period when requesting

PTO in which the holiday takes place.

4. The Employer will first seek volunteers by hired shift for holiday work and if there are more volunteers than needed, holiday assignments will be based on bargaining unit seniority. If there are not enough volunteers for the holiday work, the Employer will assign the work by reverse bargaining unit seniority to those qualified on the shift.

G. Use of Extended Sick Leave (ESL)

1. Illnesses must be reported to supervisors according to department procedures.
2. Employees may not use sick leave until they have completed their applicable probationary period. Beginning the equivalent of the fourth (4th) consecutive regularly scheduled day or the 25th scheduled work hour missed due to illness/disability, whichever first occurs, the employee will be paid for regularly scheduled hours missed due to illness/disability from the ESL account. An employee who returns to work from an ESL absence and must be off again for the same illness/disability within two shifts, will continue to use ESL. Dignity Health may require a physician's statement.
3. Employees eligible for Workers' Compensation or State Disability Insurance will have their ESL account integrated with their Workers' Compensation or State Disability Insurance payments. The integration will be the difference between the employee's regular paid status and the amount paid by Workers' Compensation or State Disability Insurance after the appropriate waiting period.
4. In the case of Workers' Compensation, hospitalization or out-patient surgery, all pay for hours missed will be taken from accumulated ESL provided an employee has completed his/her probationary period.
5. Accumulated ESL will be forfeited when an employee converts to Limited Part-Time, Per-Diem or Temporary status, and upon permanent layoff or termination. However, if an employee is re-employed in, or reconverts to, a Regular position within twelve (12) months, his/her accumulated ESL balance will be reinstated.

H. Donation of PTO Hours & PTO Hardship Distribution

Under the Internal Revenue Service Code an Employee may be eligible to donate PTO hours to other employees, or apply for a PTO Hardship Distribution in certain specific situations. Any such request by an employee will be reviewed and approved pursuant to the Sacramento Service Area Human Resources Policy on Paid Time Off.

Article 8 – Continuing Education Time & Tuition Reimbursement

A. Continuing Education

The following shall constitute the minimum standards. Nothing in this Article shall prohibit the inclusion of higher or additional benefits in any of the local agreements.

1. Continuing Education Time (CET)
 - a) All active benefited employees shall receive up to thirty-two (32) hours per calendar year of paid continuing education time (prorated based on FTE status and start date) for educational leave. Payment for such CET shall be at the employee's straight time hourly rate. CET will not be paid in excess of the normal work schedule. CET is not considered productive time and is therefore not included in hours worked when determining overtime eligibility. All CET Benefited Employees shall be eligible for continuing education release time upon the completion of more than six months of continuous service with the Employer in a position requiring a license.
 - b) Employer provided classes that provide continuing education hours will be credited against available CET hours **up to a maximum of 5 hours**. Those hours not so used by October 1 each year shall revert to the employee. All such hours are pro-rated.
2. If an eligible bargaining unit member is denied educational leave in a particular year and is unable to use all available leave, the member may carry over that portion of unused and denied leave to the following year. In no event may a member have an educational leave balance of more than twice his/her annual accrual.
3. Paid release time shall be provided on the basis of (1) hour paid time for each one (1) hour of continuing education credit earned.
4. Employees will be paid for attendance at education classes required by the facility.
5. CET is not counted as "hours worked" for purposes of calculation of overtime, unless otherwise required by law.
6. Eligible Continuing Education: Continuing education time will be provided for:
 - a) Courses, seminars or workshops which are accepted by the State of California (Laboratory Field Services) and/or the applicable Licensing Board for continuing education credit, or
 - b) Attendance for Association Conventions and Clinical Sessions if they offer CLS or MLT approved CEUs, Or
 - c) The course is offered by an accredited institution and is a segment of a recognizable course of instruction culminating in a degree or the course is offered by a provider that has been approved by the state as a provider of

continuation education courses which may be counted towards the employee's continuing education requirement for certification and licensure, if applicable

- d) All CET must be related to the healthcare profession in the employee's area of work and there is a direct benefit to the employee in maintaining and improving skills in his/her current position.

7. Requests for CET:

1. A written application along with the course outline is received by the Department Manager at least four weeks prior to the commencement of the schedule in which the CET is to be taken (the four week requirement may be waived at the Department Manager's discretion)
2. A member who attends a continuing education course not requiring release time (e.g. on her/his day off or home study) is not required to request advance approval.
3. Approval of CET shall not be unreasonably denied provided such CET does not interfere with staffing requirements or patient care.
4. Reports/In-service. An employee who has received CET may be required to provide a report or present an in-service.

B. Tuition Reimbursement

The following shall constitute minimum standards. Nothing in this Article shall prohibit the inclusion of higher or additional benefits in any of the local agreements.

1. All active benefited employees may receive up to five thousand two hundred and fifty dollars (\$5,250 .00) for tuition reimbursement per calendar year (prorated based on status and start date). Bargaining unit members shall be eligible for tuition reimbursement benefits upon the completion of the probationary period.
2. Eligible Reimbursement:
 - a) Eligible fees for tuition reimbursement shall include registration fees, tuition expenses, student fees, lab fees and required textbooks. Ineligible fees include late fees, parking fees, transcript fees, admission fees, etc.
 - b) Tuition Reimbursement will be provided for:
 - a. i) Courses required in accredited bachelor's or advanced degree programs, or
 - b. ii) Courses, examinations, or renewals for certifications.
3. Requests for Tuition Reimbursement:

1. All requests for Tuition Reimbursement must be approved in advance by the Employer.
2. Tuition Reimbursement will be provided from those amounts available to the members as of the date of course completion, provided:
 - i. the member received advance approval,
 - ii. the member satisfactorily completes the course, and
 - iii. the member submits all receipts for reimbursable expenses (as described above).
3. Once submitted, tuition reimbursement is to be paid within four (4) weeks.

Article 9 – Leave of Absence

A. Leaves of Absence Defined

A leave of absence is any absence from work, whether paid, unpaid, or a combination of paid and unpaid absence, normally for more than seven (7) consecutive calendar days, other than vacation leave. However, family/medical and pregnancy disability leaves of a shorter duration will also be handled in accordance with this Article.

B. Types and Maximum Duration of Leaves

1. Medical Disability Leave

An employee is entitled to a maximum of one hundred and twenty (120) calendar day's leave of absence, for the employee's total absence due to disability or illness in a year. Paid time off and unpaid leave will both be considered for purposes of determining the maximum leave available under this section.

2. Industrial Accident Leave

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

3. Statutory Family/Medical and Pregnancy Disability Leave

Employees will be eligible for family/medical leave and pregnancy disability leaves as provided by applicable federal and state laws, and in accordance with Dignity Health's policies regarding such leaves. Such leave will be concurrent with other leaves under this Section to the extent permitted under applicable law.

4. Military Service

Military leave and the return to work thereafter will be handled in accordance with applicable law and Dignity Health policy.

5. Personal Leaves

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

C. Eligibility for Leave

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

D. Use of PTO and ESL during leave of absence

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

E. Leave Procedures

1. Request for Leave

Employees will be provided the appropriate instructions and contact information for applying for a leave of absence. Except in an emergency, requests for leaves of absence and any appropriate and/or required supporting information will be submitted to Dignity Health's third party administrator, thirty (30) days in advance of the requested time off, or as much in advance as possible if the need is not known thirty (30) days in advance. A formal leave of absence request must be submitted by the employee to his or her supervisor and to the third party administrator.

2. Emergency Leaves

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

F. Verification

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

G. Return from Leave

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

H. Failure to Return from Leave

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

I. Performing Work While on Leave

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

J. Adjustment of Seniority Date and Anniversary Date

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

Article 10 – Bereavement Leave

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

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

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

Article 11 – Jury Duty

A. Notification of Summons

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

B. Excused from Work

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

In addition, benefitted employees required to participate in jury duty on a scheduled work day shall be granted two (2) days off of every seven (7). Each day spent in jury duty is considered a day worked for the purposes of this section.

- C. On any day in which an employee is released from his/her jury duty obligation in sufficient time to return to work for a minimum of one-half (1/2) of the scheduled shift, she or he will contact his or her manager/supervisor to discuss return to work options.
- D. Payment for jury duty as described in Section B above, will only apply in the case of obligatory service, and will not apply to Regular employees who volunteer their services to be jurors on state or federal grand juries.

Article 12 – Health Benefits

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

Effective January 1, 2020 for Woodland and Sacramento (status quo for Stockton), all employees electing to continue coverage under the fully employer paid medical plan will pay a monthly premium based on the level of participation elected by the employee as follows:

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

The fully employer-paid medical plan offered pursuant to this Article will include a prescription drug plan. In an effort to control rising healthcare costs and to better

position the medical plan for long term sustainability, on or after January 1, 2020, Dignity Health may:

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

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

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

A. Employee Health and Care Management Program

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

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

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

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

and/or onsite wellness and health improvement activities, classes and programs that may be offered.

B. Non-Fully Employer Paid Medical Plans

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

Article 13 – Retirement / Retiree Health

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

Beginning January 1, 2007, the Employer will provide the following Retiree Health Benefits:

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

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

- C.** This account may only be used to reimburse employees for eligible employee-only healthcare costs. (Eligible costs shall be those allowable under applicable IRS codes such as premium costs of Medicare Part B and the Medicare Rx Plan, etc.)
- D.** The maximum total individual account is \$35,000.
- E.** Upon retirement at age 65, the employee is eligible for the full amount of the benefit to be credited to the reimbursement account. If the employee retires between age 62 and age 64, the available reimbursement amount shall be reduced by five percent (5%) per year for every year before age 65.
- F.** Effective January 1, 2015, employees who have not yet earned Retiree Medical Reimbursement Program benefit eligibility under another Dignity Health Retiree Medical Reimbursement program will be eligible for benefits under the Retiree Medical Reimbursement Program (RMRP).

Article 14 – Scheduling

A. Posting of Schedules

Twenty-eight (28) day schedules of starting and quitting times and days off will be posted no less than twenty-one (21) days in advance of the schedule.

B. Changes in Schedule

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

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

C. Exceptions

Changes or exceptions to the above regarding scheduling may be considered by the Union and the Employer and are subject to mutual agreement and a vote of the affected employees.

Article 15 – Performance Evaluations

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

Article 16 – Discipline, Discharge & Termination

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

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

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

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

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

Section B Discipline For Cause

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

Section C Temporary and Casual/On Call Employees

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

Section D Notice of Termination

A. Regular or Limited Part Time employee with six (6) months or more of continuous service whose employment is terminated by Dignity Health for reasons other than cause will receive one (1) week's prior notice of termination, or one week's pay based upon the employee's regular predetermined schedule in lieu thereof. A Regular or Limited Part Time employee with one (1) or more years of continuous employment whose employment is terminated by Dignity Health for reasons other than cause will receive two (2) weeks' pay based upon the employee's regular predetermined schedule in lieu thereof. This requirement will not apply to Temporary layoffs under Article 18, Section B.3.

Article 17 – Seniority

A. Definition of Seniority

1. Seniority of employees will be defined as the length of continuous employment within a bargaining unit classification with the Employer, adjusted for: periods of employment in a Temporary or Per-Diem status; periods of layoff; breaks in service due to a termination followed by rehire within twelve (12) months; and periods of leaves of absence in excess of one hundred twenty (120) days, except for military, Workers' Compensation, and federal or state family/medical care leaves.
2. Woodland Healthcare Employees who are employed on or before the date of ratification of this contract will have their seniority credited.
3. All applications of Seniority for Saint Joseph's employees shall be so credited for all purposes within all Saint Joseph's facilities.

4. In the event two (2) or more bargaining unit employees are hired on the same date, the employee given the highest seniority shall be determined by the highest last four digits of the affected employee's social security numbers.

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

1. Resignation.
2. Transfer outside of the bargaining unit to another position with the employer, without return to the bargaining unit within forty-five (45) days.
3. Termination for cause.
4. Layoff without reemployment for twelve (12) consecutive months.
5. Failure to return to work in accordance with the approved terms of a leave of absence.

Article 18 – Posting & Filling of Vacancies

A. Posting of Vacancies

1. All permanent vacancies for positions covered by this Agreement will be posted for at least seven (7) calendar days. Interested employees will apply within this seven (7) day period. Copies of all such postings are available on the Dignity Health website.

B. Filling Posted Vacancies

1. Dignity Health will be the sole judge of an employee's qualifications and has the right to select the best qualified applicant from those applying. "Qualifications" also include present skills and abilities to perform the job, and performance.
2. If two or more current employees are presently qualified and are judged approximately equal in their qualifications to fill a vacant position, and they are the best qualified applicants then, as between those employees, the senior employee will receive the vacancy.
3. For purposes of filling posted vacancies, in the event where the top two best qualified applicants have identical seniority dates, the last four numbers of the employee's social security number (highest in number) will be the tie-breaker.
4. If no current employees or no current employees who are judged qualified apply for a position within the seven (7) day posting period, or if an applicant from outside the bargaining unit is determined to be the best qualified applicant for the vacancy, Dignity Health may fill the vacancy from outside of the bargaining unit.

5. Nothing in this Section prohibits Dignity Health from temporarily filling the vacancy during the posting and selection process if it deems it necessary.

C. Determination of Vacancies

1. Dignity Health will determine whether a permanent vacancy exists and its judgment will not be subject to the Grievance and Arbitration procedure, Article 21.

Article 19 – Layoff and Reduction in Force

A. Application of Seniority

Dignity Health will be the judge of an employee's qualifications and general skills, ability and performance. The principle of seniority, as defined in Article 17 will govern among Regular and Limited Part-Time employees in reduction of force and rehire, provided the employee meets the established competency and performance standards, and provided further that the remaining or rehired employee(s) has/have the qualifications, skills and ability to perform the position, and will accept the hours, scheduling, and location of the position(s).

B. Permanent Layoffs

1. A permanent layoff is a layoff anticipated by Dignity Health to be greater than thirty (30) days.
2. Layoffs will occur by classification and department
 - i. After the use of Temporary Agency personnel is discontinued, Temporary employees will be the first employees to be laid off.
 - ii. Volunteers among an affected classification may be sought prior to implementation of a layoff.
3. Unless a suddenly-occurring unexpected event causes the layoff, employees being permanently laid off will receive fourteen (14) days' advance notice of such layoff, or pay in lieu thereof, in part or in whole. The Union will be given a copy of any written notification of layoff. Within the bargaining unit and classification, layoffs will be conducted by seniority. Lay-offs shall be in reverse order of seniority.
4. A Laid Off employee may elect to take a Per-Diem position in his or her classification and department. If it deems it necessary to do so in order to meet staffing needs, Dignity Health may reassign shifts, locations and schedules of the remaining employees, but will do so in the manner that offers the greatest opportunity to senior employees to lessen the impact on them, provided the needed qualification, skills and abilities are present at all times.

5. Dignity Health will not be precluded from using Per-Diem employees during a layoff to provide replacement coverage or for irregular increased staffing needs.
6. In the event such a layoff occurs the severance provisions of Article 20 will be invoked.

C. Temporary Layoffs

1. In the event Dignity Health must temporarily reduce the number of employees, or the number of hours, due to operational or other reasons, for a period of thirty (30) days or less, Dignity Health will first:
 - a) Ask for volunteers to take a day off without pay from among the employees assigned to that classification and work area on that day and shift.
 - b) In the event there are no volunteers or an insufficient number of volunteers, Dignity Health will cancel Per-Diem employees assigned to that classification and work area on that day and shift, in that order.
 - c) If such cancellations are insufficient to meet the needs of Dignity Health, the employer will then assign a day off without pay, on a rotating basis among the employees assigned to that classification and work area on that day and shift, provided that employees with the necessary qualification and skills and ability can be retained through such rotation on a given day.
2. Where the need is known sufficiently in advance to do so, Dignity Health will attempt to notify affected employees of the need for a day off without pay at least one (1) hour in advance of the employee's scheduled shift, and earlier if possible. The taking of such a day without pay will have no effect on a Regular employee's seniority or accrual/accumulation of benefits. Regular employees taking a day off will be permitted to use accrued PTO if they so choose.
3. If the employee is later called in to work during that shift she or he will be guaranteed a minimum of two (2) hours work or pay at their straight time rate plus shift differential and weekend premium if applicable, and if the employee has elected to utilize accrued PTO, PTO will be used only in an amount that is necessary to bring the employee's total hours paid to the amount that equals the hours for which the employee was originally scheduled.

D. Break in Service

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

E. Other Procedures

The parties may mutually agree upon a procedure to follow other than that set forth in this Article where they deem it appropriate to do so. In the event any such reductions are effected during the life of this contract the procedure shall be in accordance with Article 20.

Article 20 – Job and Employment Security

A. Employment and Income Security

The parties acknowledge a common goal and intent of providing employment and income security to employees. Insofar as practicable, the Employer will make every effort to avoid displacing employees, i.e., reduction in force, reduction in hours, daily cancellation, and job elimination on a temporary, indefinite, or permanent basis. As such, it is the objective of the parties to avoid the displacement of any Dignity Health employee but recognize that this may not always be possible.

In the event that redeployment of staff is unavoidable the Employer will make use of attrition, growth of business, hiring freezes, reduction in hours, change in shift, leaves of absences, training, voluntary severance, job transfers, placement at other Dignity Health facilities, and other mechanisms agreed upon by the parties.

It is Dignity Health's commitment to make every reasonable effort to redeploy employees when their positions are eliminated. In order to benefit from this mutual intention, employees must be willing to participate in the available displacement opportunities. A displacement opportunity is defined as an offer of employment by Dignity Health in any position for which the employee is competent and/or licensed to perform the duties, consistent with the terms of Article 19, Section 1 and is comparable in hours (except that an employee may be offered a vacancy with fewer scheduled hours), pay, and benefits and is within a reasonable geographic area.

B. Severance Pay

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

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

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

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

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

C. Laid off Employees Covered by Employer Sponsored Health Insurance

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

D. Re-employment from layoffs

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

Article 21 – Grievance and Arbitration

A. Definitions

1. Grievance

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

2. Time Limits

- a) As used in this Article the term "days" is defined as calendar days. The date of receipt by either party of a grievance form or arbitration request will not count toward calculation of the time period set forth in this Article.
- b) The time period specified in this Article may be waived or modified at any time, but only by mutual written agreement of the parties, or by oral agreement with subsequent written confirmation signed by both parties within five (5) days after the oral agreement is reached. Unless waived or modified in accordance with the prior sentence, the time limits contained herein will be strictly construed. No grievance will be arbitral unless all the time limits have been met. If the last day for acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

B. Procedure

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

1. Step 1

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

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

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

2. Step 2

If Step 1 has been bypassed, or if the remedy or solution as originally requested has not been granted as a result of the prior step, or is not otherwise resolved, the employee or the Union may proceed by delivering a written statement indicating the intent to proceed to Step 2 to the Director responsible for the applicable department, or his/her designee, unless Step 2 has been bypassed by agreement, in which case the grievance will proceed directly to Step 3.

The employee or the Union must submit this written request within ten (10) days after receipt of the Manager's or designee's response in Step 1, or within ten

(10) days after the response period in Step 1 has passed without receipt of a response from the Manager or designee. Either party may request that a meeting be held to resolve the grievance during the five (5) day period following receipt of the written statement, and such request will be honored.

The Director, or his/her designee, will respond to the employee or the Union in writing within five (5) days of receipt of the written statement (within 10 days of receipt of the grievance if the grievance is first heard at Step 2) or within five (5) days after the meeting, if one is held.

3. Grievances

If Dignity Health believes that the Union has violated the provisions of this Agreement, it may file a grievance within fourteen (14) days after the date upon which the occurrence giving rise to the grievance occurred, or within fourteen (14) days after Dignity Health becomes aware, or should reasonably have become aware, of the occurrence that gives rise to the grievance. The grievance will be mailed to the Union.

Upon receipt, a designated representative of the Union will contact the Director of Human Resources in order to schedule a mutually convenient time to discuss the grievance. The parties will make every effort to expedite this meeting. After the meeting has occurred, the Union will respond in writing to Dignity Health grievance within five (5) days of the meeting. If the Union does not respond within the specified time period, Dignity Health may proceed to Step 3.

4. Step 3 (Mediation)

If the grievance has not been 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 unnecessary use of the arbitration process.

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

5. Step 4

If the remedy or solution as originally requested has not been provided as a result of the prior steps, or the prior step in the case of a discharge grievance and the grievance

has not otherwise been resolved, the Union or Dignity Health, as applicable, may proceed by submitting a request to the other party for arbitration. The party requesting arbitration must submit the written request within twenty (20) days following the receipt of the Step 2 or Step 3 responses or within twenty (20) days after the expiration of the five (5) day response period at the prior step if no response is received within that time period. A Dignity Health request for arbitration will be sent to the Union, and a Union request for arbitration will be sent to the Human Resources Department.

6. Selection of Arbitrator

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

7. Arbitration Hearing

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

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

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

The arbitrator will have no authority to render a decision or an award regarding any action or inaction by Dignity Health or the Union that occurred outside of the time limits set forth in this Article (i.e., that occurred more than seven (7) days prior to

the submission of a written grievance by the employee or the Union, or more than fourteen (14) days prior thereto in the case of a grievance filed by Dignity Health).

C. No Strike/No Lockout

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

Article 22 – Employee Personnel Files

A. Employee Access

An employee may inspect relevant materials within his or her own human resources personnel file at reasonable times upon providing a written request to Human Resources. Such request shall be granted within two business days (excluding weekends).

B. Union Access

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

Article 23 – Personnel Policies

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

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

Article 24 – Bulletin Boards

The Employer will furnish a bulletin board, to be used only for Union business, in the St. Joseph's Medical Center and HealthCare Clinical Laboratory Break Rooms, Sacramento Laboratory Break Rooms, a mutually agreed upon location for Staffing Pool, the Woodland Healthcare Laboratory (in the Hallway between Pathology and Microbiology), a mutually agreed upon location in Mercy Imaging Center, or other designated area mutually agreed upon by the parties.

Notices posted will be submitted first to the Human Resources Department prior to posting and will be limited to official notices of the Union business or meeting which do not contain editorial comment. Postings elsewhere in the Employer's facilities, whether by Union representatives, stewards, or employees are strictly prohibited, and may be grounds for disciplinary action.

Article 25 – Safety

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

Article 26 – Tobacco Free

In 2010, Dignity Health instituted a tobacco free environment policy within all of its hospitals, clinics, and other health care facilities. The use of any and all tobacco products, including e-cigarettes, is prohibited by all individual's, including, but not limited to: employees.

Article 27 – Drug-Free Workplace

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

Article 28 – Joint Labor-Management Committee

A. Composition and Purpose

- a. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties. Such issues of mutual concern may include, but are not limited to, Scheduling, Break Coverage, etc.
- b. There shall be a Joint Labor Management Committee of no more than two (2) representatives per facility appointed by the Employer and no more than two (2) representatives per facility (or combined facility) appointed by the Union. These numbers are in addition to any Union staff or Human Resources representatives identified to participate.
 - i. The parties may mutually decide on an as needed basis to forego the combined labor-management committee meeting and instead hold an individual facility labor-management committee or localized department meetings to discuss facility or department specific concerns.
- c. The parties shall advise each other in writing of appointments to the Committee, and on written notice to the other, the Union and/or the Employer may change its representatives on the committee from time to time.
- d. The parties shall advise each other in writing of appointments to the Committee, and on written notice to the other, the Union and/or the Employer may change its representatives on the committee from time to time.

B. Compensation

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

C. Frequency of Meetings

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

D. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article 21, Grievance & Arbitration. However, this Paragraph shall not prevent an employee, the Union, or the Employer from subsequently pursuing an otherwise grievable issue through Article 21, Grievance & Arbitration.

Article 29 – Job Descriptions

The Employer shall maintain and review job descriptions for all classifications which will be remitted to the Union. It is recognized that changes of job titles and duties contained in this Agreement may be necessary. In the event the Employer intends to change job titles or job duties, it will send the Union a draft of the changes, with the changes indicated, in advance of implementation. Within fifteen (15) days, the Union may request and the Employer will meet to negotiate with respect to the proposed change. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach an agreement the Employer may implement and the Union may within fifteen (15) days submit the dispute to expedited arbitration for final and binding resolution.

The parties agree to meet and review the current bargaining unit job descriptions. The purpose of the review is to establish consistency between Facilities and ensure the incumbents are working within their scope of practice and not performing non-bargaining unit work. Said meeting will commence within fifteen (15) calendar days of ratification and will be conducted by the appropriate committee.

Article 30 – LEAP/COPE Check-Off

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

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

Article 31 – Union Stewards & Visitation

A. Selection of Stewards

Dignity Health agrees to recognize not more than five (5) Union stewards in Woodland, nine (9) Union Stewards in Sacramento (two per facility plus one at Sacramento Systems Office) and four (4) at Saint Joseph's (two per facility), designated by the Union, one (1) of whom will be designated by the Union as the Chief Steward for the Diagnostic Imaging Department, one (1) shall be designated by the Union as Chief Steward for Saint Joseph's, one (1) shall be designated as Chief Steward for Mercy and one (1) of whom will be designated by the Union as the Chief Steward for the Woodland Laboratory. Upon selection of a Union steward, the Union will advise the Human Resources Director, in writing, of the employee so designated and of whether the employee so designated is a Chief Steward. Any employee designated as Union steward will be a current employee of Woodland Healthcare, currently on the payroll, and currently working on a job clearly covered by this Agreement at the time of appointment and at the time of the performance of any steward functions.

B. Union Stewards

1. The Union shall provide the Employer with a written list of Union stewards after their designation, and shall notify the Employer of changes as they occur. Dignity Health agrees to recognize not more than two (2) Union Stewards per facility except at Woodland Hospital where Dignity Health agrees to recognize five (5) union stewards and four (4) at Saint Josephs (two per facility). The Union may designate one (1) steward as Chief Steward for the bargaining unit. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.
2. The functions of the Union Steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances at Step 1 or 2 of the grievance procedure, and (3) to serve as a Union representative for Weingarten meetings.
3. Union stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union Steward during the Union Steward's work shift, that time will be paid for by the Employer. If the Union Steward wishes to schedule a meeting with an employee during the Union steward's/Representational Leader's work shift, unpaid release time shall not be unreasonably denied.
4. Union stewards/representatives shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
5. The Employer's designated representative will meet with the Union Staff Representative and/or Union Steward, any affected employee on any grievance or issue concerning this Agreement. However, if additional employee(s) or Union Reps have firsthand facts to present as a witness concerning the Union's grievance

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

6. Upon advance written request and subject to staffing and scheduling needs, duly recognized stewards will be permitted to leave their normal work to attend the monthly steward meeting. The Employer will not unreasonably deny such requests. No more than eight (8) hours of such release time per month will be granted to a maximum of one steward per every twenty-five (25) bargaining unit employees up to a maximum of two (2) per facility.
7. Time Spent attending arbitration hearings by Union stewards, grievant(s), and witnesses called by the Union shall be unpaid.

C. Employee Representatives to Union Negotiation Committee

For Bargaining Negotiations, up to one (1) employee per facility may be appointed or elected to the Union Negotiating Committee and shall be eligible to be fully compensated by the employer for up to five (5) work days missed because of their attending negotiating meetings and mutually agreed upon caucus time on those days.

The compensation to be paid to committee members by the employer for work days missed shall include the employee wages, differentials, payment of health premiums, PTO accruals, seniority accruals and any coverage for which the employee is otherwise eligible.

Time spent in negotiating meetings or caucuses will not be considered time worked for the purposes of overtime calculation. The Union shall notify the Employer at least two (2) weeks in advance of the first negotiating meeting of the names of the committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least twenty-four (24) hours prior to any meeting of any changes in the committee for such meetings.

D. Use of Facility Conference Rooms

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

E. Steward Training

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

F. Staff Representatives

A duly authorized Staff Representative of the Union shall be permitted to enter the facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Staff Representatives shall advise the Director of Human Resources (or designee) by telephone or email twenty-four (24) hours in advance of each visit upon entering the facility and if not possible, as much in advance as possible. If the Director of Human Resources (or designee) is not on site and/or on duty, the Staff Representative will call and or page the Director of Human Resources (or designee). The Staff Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. When at any of the Employer's facilities, the Union Representative will wear his/her Union Representative badge issued by the Employer.

The Staff Representative/Union Steward shall not interfere with the work of any employee. This shall not prevent a Union Representative from conferring with an employee and his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee.

Article 32 – Savings Clause

In the event that any term or provision of this Agreement is determined or declared to be illegal or void, or in contravention of the applicable law, ruling or regulation of any governmental agency or authority of jurisdiction, all other provisions of this Agreement will remain in full force and effect. If and when any term or provision is determined or declared to be illegal or void, as described above, the parties will meet promptly to negotiate the substitution of a term or provision which will be legal. Further, in the event any legislation, law, regulation, or ruling that is deemed to be superior to the contents herein, the parties shall meet, within thirty (30) days of said decision, to discuss the effects of the change.

Article 33 – Full Agreement

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

Article 34 – Term of Agreement

This Agreement will become effective at Ratification, except when another date is specifically provided elsewhere in this Agreement, and will continue in effect through August 30, 2023. Beginning with August 30, 2023, this Agreement will be automatically renewed and extended from year to year thereafter, unless either party serves notice in writing upon the other party, not less than ninety (90) calendar days prior to August 30, 2023, or any anniversary date thereof, of its desire to terminate or amend this Agreement.

Article 35 – Parking

Employees will park their vehicles, free of charge in places designated for employee parking, and will comply with all parking rules. Any changes to current parking locations or terms would be noticed to the union for discussion.

Hospitals currently providing free parking for employees will continue to do so for the life of the Agreement.

Article 36 – Change in Ownership

Before any sale, assignment, or any other change in ownership, the Employer shall provide the union with 90 days advance notice in writing of such intended sale, assignment, or any other change in ownership. Wherever possible, the notice shall include the name and address of the prospective purchaser, assignee, and/or their designated agent.

Article 37 – Wages

A. Sacramento and Woodland

- A. Effective the first full pay period following ratification, the positions with SEIU counterparts will be moved to their new equity scales. Each employee who is not yet on the rate provided above will received a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in January 2020.
- D. Eligible employees will receive step movement the first pay period of November each year.

- E. Newly hired employees shall be placed on the appropriate step on the appropriate scale but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.

B. Stockton

- A. Effective the first full pay period following ratification, each employee who is not yet on the rate provided above will received a 3% increase or appropriate placement on the wage scale, whichever is less.
- B. Effective the first full pay period August 2019, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- C. Effective the first full pay period August 2020, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- D. Effective the first full pay period August 2021, each employee who is not yet on the agreed upon scale will receive a 3% increase, or appropriate placement on the wage scale, whichever is less.
- E. Any remaining employees who are below scale after the foregoing increases, shall be brought to scale the first full pay period in August 2022.
- F. Eligible employees will receive step movement in the first pay period of November each year.
- G. Newly hired employees shall be placed on the appropriate step on the appropriate scale but in no event shall a new hire be placed on a step at a higher wage rate than similarly situated employees.

C. Scales

- A. See appendix B for scales.

Appendix A.

Appendix to Article 19.a -- Layoff and Reduction in Force –Temporary Layoffs

ESC Flexing (temporary layoff as known as Hospital Convenience) shall be accomplished in the following order:

- 1) Volunteers
- 2) Per Diems
- 3) Rotating basis
 - a) For the purposes of rotating, we will use the “default hospital” as the location where the person will be included in the rotation.
 - b) Example: This means if the Staffing Pool person is Angie and she is scheduled for Folsom, she is NOT the person to be flexed
 - c) Each hospital will need to keep a record of their own “rotation” for flexing.

For historical purposes, default hospital is as follows:

Default Hospital

Angie Eidson – MGH

Andrew Rico – MFT

Charmaine Norde - MSJ

Appendix B. Wage Scales

September 2018 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 50.8751	\$ 52.3884	\$ 53.9336	\$ 55.5641	\$ 57.2265	\$ 58.9529	\$ 58.9529
MEDICAL LAB TECH	\$ 38.7702	\$ 39.9333	\$ 41.1316	\$ 42.3652	\$ 43.6342	\$ 44.9382	\$ 44.9382
CLIN LAB SCIENTIST COORD					\$ 62.9491	\$ 64.8482	\$ 64.8482
DEPT CLERK	\$ 18.5400	\$ 19.0200	\$ 19.5000	\$ 19.9100	\$ 20.3400	\$ 20.8400	\$ 21.4700
LAB ASSISTANT	\$ 25.6348	\$ 26.2923	\$ 26.9668	\$ 27.4685	\$ 28.1956	\$ 28.9239	\$ 28.9239
LAB ASSISTANT - LEAD	\$ 28.1983	\$ 28.9216	\$ 29.6634	\$ 30.2153	\$ 31.0151	\$ 31.8163	\$ 31.8163
MRI TECHNOLOGIST	\$ 52.1799	\$ 53.2234	\$ 54.2878	\$ 55.3731	\$ 56.4806	\$ 57.6107	\$ 57.6107
NUCLEAR MED TECH	\$ 54.5488	\$ 55.9840	\$ 57.4187	\$ 59.1561	\$ 60.9711	\$ 62.7089	\$ 65.2174
POS/SCHEDULER	\$ 22.1933	\$ 22.7481	\$ 23.3168	\$ 24.0163	\$ 24.7368	\$ 25.4789	\$ 25.4789
RADIOLOGY TECHNOLOGIST	\$ 44.7823	\$ 46.1255	\$ 47.5094	\$ 48.9346	\$ 50.4026	\$ 51.9146	\$ 51.9146
RADIOLOGY TECHNOLOGIST - LEAD	\$ 55.5408	\$ 57.2154	\$ 58.9012	\$ 60.7358	\$ 62.5288	\$ 64.5382	\$ 64.5382
RADIOLOGY TECHNOLOGIST, SR	\$ 47.4607	\$ 48.8924	\$ 50.3319	\$ 51.8934	\$ 53.4370	\$ 55.0052	\$ 55.0052
SPECIAL PROCEDURE TECH	\$ 46.1255	\$ 47.5094	\$ 48.9346	\$ 50.4026	\$ 51.9146	\$ 53.4723	\$ 55.0765
ULTRASOUND TECH	\$ 50.3620	\$ 51.8677	\$ 53.4194	\$ 55.0328	\$ 56.6763	\$ 58.3817	\$ 58.3817
ULTRASOUND/VASCULAR TECH	\$ 51.8677	\$ 53.4194	\$ 55.0328	\$ 56.6763	\$ 58.3817	\$ 60.1331	\$ 61.9310

September 2018 Stockton:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	47.0595	48.4593	49.8886	51.3968	52.9345	54.5314	54.5314
CMS	47.0595	48.4593	49.8886	51.3968	52.9345	54.5314	54.5314
MLT	35.8624	36.9383	38.0467	39.1878	40.3616	41.5678	41.5678

December 2018 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 52.4014	\$ 53.9601	\$ 55.5516	\$ 57.2310	\$ 58.9433	\$ 60.7215	\$ 60.7215
MEDICAL LAB TECH	\$ 39.9333	\$ 41.1313	\$ 42.3655	\$ 43.6362	\$ 44.9432	\$ 46.2863	\$ 46.2863
CLIN LAB SCIENTIST COORD					\$ 64.8376	\$ 66.7936	\$ 66.7936
DEPT CLERK	\$ 19.0962	\$ 19.5906	\$ 20.0850	\$ 20.5073	\$ 20.9502	\$ 21.4652	\$ 22.1141
LAB ASSISTANT	\$ 26.4038	\$ 27.0811	\$ 27.7758	\$ 28.2926	\$ 29.0415	\$ 29.7916	\$ 29.7916
LAB ASSISTANT - LEAD	\$ 29.0442	\$ 29.7892	\$ 30.5533	\$ 31.1218	\$ 31.9456	\$ 32.7708	\$ 32.7708
MRI TECHNOLOGIST	\$ 53.7453	\$ 54.8201	\$ 55.9164	\$ 57.0343	\$ 58.1750	\$ 59.3390	\$ 59.3390
NUCLEAR MED TECH	\$ 56.1853	\$ 57.6635	\$ 59.1413	\$ 60.9308	\$ 62.8002	\$ 64.5902	\$ 67.1739
POS/SCHEDULER	\$ 22.8591	\$ 23.4305	\$ 24.0163	\$ 24.7368	\$ 25.4789	\$ 26.2433	\$ 26.2433
RADIOLOGY TECHNOLOGIST	\$ 46.1258	\$ 47.5093	\$ 48.9347	\$ 50.4026	\$ 51.9147	\$ 53.4720	\$ 53.4720
RADIOLOGY TECHNOLOGIST - LEAD	\$ 57.2070	\$ 58.9319	\$ 60.6682	\$ 62.5579	\$ 64.4047	\$ 66.4743	\$ 66.4743
RADIOLOGY TECHNOLOGIST, SR	\$ 48.8845	\$ 50.3592	\$ 51.8419	\$ 53.4502	\$ 55.0401	\$ 56.6554	\$ 56.6554
SPECIAL PROCEDURE TECH	\$ 47.5093	\$ 48.9347	\$ 50.4026	\$ 51.9147	\$ 53.4720	\$ 55.0765	\$ 56.7288
ULTRASOUND TECH	\$ 51.8729	\$ 53.4237	\$ 55.0220	\$ 56.6838	\$ 58.3766	\$ 60.1332	\$ 60.1332
ULTRASOUND/VASCULAR TECH	\$ 53.4237	\$ 55.0220	\$ 56.6838	\$ 58.3766	\$ 60.1332	\$ 61.9371	\$ 63.7889

December 2018 Stockton:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	48.4713	49.9131	51.3853	52.9387	54.5225	56.1673	56.1673
CMS	48.4713	49.9131	51.3853	52.9387	54.5225	56.1673	56.1673
MLT	36.9383	38.0464	39.1881	40.3634	41.5724	42.8148	42.8148

December 2019 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 53.9734	\$ 55.5789	\$ 57.2181	\$ 58.9479	\$ 60.7116	\$ 62.5431	\$ 62.5431
MEDICAL LAB TECH	\$ 41.1313	\$ 42.3652	\$ 43.6365	\$ 44.9453	\$ 46.2915	\$ 47.6749	\$ 47.6749
CLIN LAB SCIENTIST COORD					\$ 66.7827	\$ 68.7974	\$ 68.7974
DEPT CLERK	\$ 19.6691	\$ 20.1783	\$ 20.6876	\$ 21.1225	\$ 21.5787	\$ 22.1092	\$ 22.7775
LAB ASSISTANT	\$ 27.1959	\$ 27.8935	\$ 28.6091	\$ 29.1414	\$ 29.9127	\$ 30.6853	\$ 30.6853
LAB ASSISTANT - LEAD	\$ 29.9155	\$ 30.6829	\$ 31.4699	\$ 32.0555	\$ 32.9040	\$ 33.7539	\$ 33.7539
MRI TECHNOLOGIST	\$ 55.3577	\$ 56.4647	\$ 57.5939	\$ 58.7453	\$ 59.9203	\$ 61.1192	\$ 61.1192
NUCLEAR MED TECH	\$ 57.8709	\$ 59.3934	\$ 60.9155	\$ 62.7587	\$ 64.6842	\$ 66.5279	\$ 69.1891
POS/SCHEDULER	\$ 23.5449	\$ 24.1334	\$ 24.7368	\$ 25.4789	\$ 26.2433	\$ 27.0306	\$ 27.0306
RADIOLOGY TECHNOLOGIST	\$ 47.5096	\$ 48.9346	\$ 50.4027	\$ 51.9147	\$ 53.4721	\$ 55.0762	\$ 55.0762
RADIOLOGY TECHNOLOGIST - LEAD	\$ 58.9232	\$ 60.6999	\$ 62.4882	\$ 64.4346	\$ 66.3368	\$ 68.4685	\$ 68.4685
RADIOLOGY TECHNOLOGIST, SR	\$ 50.3510	\$ 51.8700	\$ 53.3972	\$ 55.0537	\$ 56.6913	\$ 58.3551	\$ 58.3551
SPECIAL PROCEDURE TECH	\$ 48.9346	\$ 50.4027	\$ 51.9147	\$ 53.4721	\$ 55.0762	\$ 56.7288	\$ 58.4307
ULTRASOUND TECH	\$ 53.4291	\$ 55.0264	\$ 56.6727	\$ 58.3843	\$ 60.1279	\$ 61.9372	\$ 61.9372
ULTRASOUND/VASCULAR TECH	\$ 55.0264	\$ 56.6727	\$ 58.3843	\$ 60.1279	\$ 61.9372	\$ 63.7952	\$ 65.7026

December 2019 Stockton:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	49.9254	51.4105	52.9269	54.5269	56.1582	57.8523	57.8523
CMS	49.9254	51.4105	52.9269	54.5269	56.1582	57.8523	57.8523
MLT	38.0464	39.1878	40.3637	41.5743	42.8196	44.0992	44.0992

December 2020 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 55.5926	\$ 57.2463	\$ 58.9346	\$ 60.7163	\$ 62.5329	\$ 64.4194	\$ 64.4194
MEDICAL LAB TECH	\$ 42.3652	\$ 43.6362	\$ 44.9456	\$ 46.2937	\$ 47.6802	\$ 49.1051	\$ 49.1051
CLIN LAB SCIENTIST COORD					\$ 68.7862	\$ 70.8613	\$ 70.8613
DEPT CLERK	\$ 20.2592	\$ 20.7836	\$ 21.3082	\$ 21.7562	\$ 22.2261	\$ 22.7725	\$ 23.4608
LAB ASSISTANT	\$ 28.0118	\$ 28.7303	\$ 29.4674	\$ 30.0156	\$ 30.8101	\$ 31.6059	\$ 31.6059
LAB ASSISTANT - LEAD	\$ 30.8130	\$ 31.6034	\$ 32.4140	\$ 33.0172	\$ 33.8911	\$ 34.7665	\$ 34.7665
MRI TECHNOLOGIST	\$ 57.0184	\$ 58.1586	\$ 59.3217	\$ 60.5077	\$ 61.7179	\$ 62.9528	\$ 62.9528
NUCLEAR MED TECH	\$ 59.6070	\$ 61.1752	\$ 62.7430	\$ 64.6415	\$ 66.6247	\$ 68.5237	\$ 71.2648
POS/SCHEDULER	\$ 24.2512	\$ 24.8574	\$ 25.4789	\$ 26.2433	\$ 27.0306	\$ 27.8415	\$ 27.8415
RADIOLOGY TECHNOLOGIST	\$ 48.9349	\$ 50.4026	\$ 51.9148	\$ 53.4721	\$ 55.0763	\$ 56.7285	\$ 56.7285
RADIOLOGY TECHNOLOGIST - LEAD	\$ 60.6909	\$ 62.5209	\$ 64.3628	\$ 66.3676	\$ 68.3269	\$ 70.5226	\$ 70.5226
RADIOLOGY TECHNOLOGIST, SR	\$ 51.8615	\$ 53.4261	\$ 54.9991	\$ 56.7053	\$ 58.3920	\$ 60.1058	\$ 60.1058
SPECIAL PROCEDURE TECH	\$ 50.4026	\$ 51.9148	\$ 53.4721	\$ 55.0763	\$ 56.7285	\$ 58.4307	\$ 60.1836
ULTRASOUND TECH	\$ 55.0320	\$ 56.6772	\$ 58.3729	\$ 60.1358	\$ 61.9317	\$ 63.7953	\$ 63.7953
ULTRASOUND/VASCULAR TECH	\$ 56.6772	\$ 58.3729	\$ 60.1358	\$ 61.9317	\$ 63.7953	\$ 65.7091	\$ 67.6737

December 2020 Stockton:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	51.4232	52.9528	54.5147	56.1627	57.8429	59.5879	59.5879
CMS	51.4232	52.9528	54.5147	56.1627	57.8429	59.5879	59.5879
MLT	39.1878	40.3634	41.5746	42.8215	44.1042	45.4222	45.4222

December 2021 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 57.2604	\$ 58.9637	\$ 60.7026	\$ 62.5378	\$ 64.4089	\$ 66.3520	\$ 66.3520
MEDICAL LAB TECH	\$ 43.6362	\$ 44.9453	\$ 46.2940	\$ 47.6825	\$ 49.1106	\$ 50.5783	\$ 50.5783
CLIN LAB SCIENTIST COORD					\$ 70.8498	\$ 72.9871	\$ 72.9871
DEPT CLERK	\$ 20.8670	\$ 21.4071	\$ 21.9474	\$ 22.4089	\$ 22.8929	\$ 23.4557	\$ 24.1646
LAB ASSISTANT	\$ 28.8522	\$ 29.5922	\$ 30.3514	\$ 30.9161	\$ 31.7344	\$ 32.5541	\$ 32.5541
LAB ASSISTANT - LEAD	\$ 31.7374	\$ 32.5515	\$ 33.3864	\$ 34.0077	\$ 34.9078	\$ 35.8095	\$ 35.8095
MRI TECHNOLOGIST	\$ 58.7290	\$ 59.9034	\$ 61.1014	\$ 62.3229	\$ 63.5694	\$ 64.8414	\$ 64.8414
NUCLEAR MED TECH	\$ 61.3952	\$ 63.0105	\$ 64.6253	\$ 66.5807	\$ 68.6234	\$ 70.5794	\$ 73.4027
POS/SCHEDULER	\$ 24.9787	\$ 25.6031	\$ 26.2433	\$ 27.0306	\$ 27.8415	\$ 28.6767	\$ 28.6767
RADIOLOGY TECHNOLOGIST	\$ 50.4029	\$ 51.9147	\$ 53.4722	\$ 55.0763	\$ 56.7286	\$ 58.4304	\$ 58.4304
RADIOLOGY TECHNOLOGIST - LEAD	\$ 62.5116	\$ 64.3965	\$ 66.2937	\$ 68.3586	\$ 70.3767	\$ 72.6383	\$ 72.6383
RADIOLOGY TECHNOLOGIST, SR	\$ 53.4173	\$ 55.0289	\$ 56.6491	\$ 58.4065	\$ 60.1438	\$ 61.9090	\$ 61.9090
SPECIAL PROCEDURE TECH	\$ 51.9147	\$ 53.4722	\$ 55.0763	\$ 56.7286	\$ 58.4304	\$ 60.1836	\$ 61.9891
ULTRASOUND TECH	\$ 56.6830	\$ 58.3775	\$ 60.1241	\$ 61.9399	\$ 63.7897	\$ 65.7092	\$ 65.7092
ULTRASOUND/VASCULAR TECH	\$ 58.3775	\$ 60.1241	\$ 61.9399	\$ 63.7897	\$ 65.7092	\$ 67.6804	\$ 69.7039

December 2021 Stockton:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	52.9659	54.5414	56.1501	57.8476	59.5782	61.3755	61.3755
CMS	52.9659	54.5414	56.1501	57.8476	59.5782	61.3755	61.3755
MLT	40.3634	41.5743	42.8218	44.1061	45.4273	46.7849	46.7849

December 2022 Woodland and Sacramento:

Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL LAB SCIENTIST	\$ 58.9782	\$ 60.7326	\$ 62.5237	\$ 64.4139	\$ 66.3412	\$ 68.3426	\$ 68.3426
MEDICAL LAB TECH	\$ 44.9453	\$ 46.2937	\$ 47.6828	\$ 49.1130	\$ 50.5839	\$ 52.0956	\$ 52.0956
CLIN LAB SCIENTIST COORD					\$ 72.9753	\$ 75.1767	\$ 75.1767
DEPT CLERK	\$ 21.4930	\$ 22.0493	\$ 22.6058	\$ 23.0812	\$ 23.5797	\$ 24.1594	\$ 24.8895
LAB ASSISTANT	\$ 29.7178	\$ 30.4800	\$ 31.2619	\$ 31.8436	\$ 32.6864	\$ 33.5307	\$ 33.5307
LAB ASSISTANT - LEAD	\$ 32.6895	\$ 33.5280	\$ 34.3880	\$ 35.0279	\$ 35.9550	\$ 36.8838	\$ 36.8838
MRI TECHNOLOGIST	\$ 60.4909	\$ 61.7005	\$ 62.9344	\$ 64.1926	\$ 65.4765	\$ 66.7866	\$ 66.7866
NUCLEAR MED TECH	\$ 63.2371	\$ 64.9008	\$ 66.5641	\$ 68.5781	\$ 70.6821	\$ 72.6968	\$ 75.6048
POS/SCHEDULER	\$ 25.7281	\$ 26.3712	\$ 27.0306	\$ 27.8415	\$ 28.6767	\$ 29.5370	\$ 29.5370
RADIOLOGY TECHNOLOGIST	\$ 51.9150	\$ 53.4721	\$ 55.0764	\$ 56.7286	\$ 58.4305	\$ 60.1833	\$ 60.1833
RADIOLOGY TECHNOLOGIST - LEAD	\$ 64.3869	\$ 66.3284	\$ 68.2825	\$ 70.4094	\$ 72.4880	\$ 74.8174	\$ 74.8174
RADIOLOGY TECHNOLOGIST, SR	\$ 55.0198	\$ 56.6798	\$ 58.3486	\$ 60.1587	\$ 61.9481	\$ 63.7663	\$ 63.7663
SPECIAL PROCEDURE TECH	\$ 53.4721	\$ 55.0764	\$ 56.7286	\$ 58.4305	\$ 60.1833	\$ 61.9891	\$ 63.8488
ULTRASOUND TECH	\$ 58.3835	\$ 60.1288	\$ 61.9278	\$ 63.7981	\$ 65.7034	\$ 67.6805	\$ 67.6805
ULTRASOUND/VASCULAR TECH	\$ 60.1288	\$ 61.9278	\$ 63.7981	\$ 65.7034	\$ 67.6805	\$ 69.7108	\$ 71.7950

December 2022 Stockton:


Position Description	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLS	54.5549	56.1776	57.8346	59.5830	61.3655	63.2168	63.2168
CMS	54.5549	56.1776	57.8346	59.5830	61.3655	63.2168	63.2168
MLT	41.5743	42.8215	44.1065	45.4293	46.7901	48.1884	48.1884

Appendix C

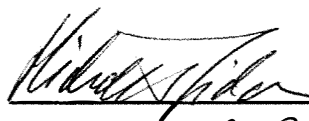
Memorandum of Understanding
Between
ESC and Dignity Health Sacramento/Woodland
December 13, 2018

This Memorandum of Understanding is entered into by and between Dignity Health and ESC Local-20 ("the Union") regarding per diem Clinical Laboratory Scientists (CLSs) employed in the Laboratory at the following Dignity Health facilities: Mercy General Hospital, Methodist Hospital, Mercy San Juan Hospital, Mercy Folsom Hospital, and Woodland Healthcare.

1. The Parties agree to a rate for per diem Clinical Lab Scientists of \$57.2265 effective the first full pay period in September 2018. Per diem CLSs paid at a lower rate or pay will be paid the difference between their rate of pay and this established rate for all hours worked since the first full pay period in September 2018. This payment shall be made no later than January 30, 2019. All CLS per diem employees hired after the implementation date of this rate shall be paid at this rate.
2. The per diem CLS rate shall move with the across the board increases scheduled for the second full pay periods in 2018, 2019, 2020, 2021, and 2022.
3. Those per diem CLSs who were paid a higher rate of pay than \$57.2265 per hour on August 30, 2018 shall return to that rate of pay retroactively to that date. These employees will receive the across the board increases on the re-established "grandparented" rate of pay scheduled for the second full pay periods in 2018, 2019, 2020, 2021, and 2022.
4. The Parties agree that this agreement shall not constitute precedent governing the future course of conduct between the parties nor shall this agreement be cited as precedent in any forum for any purpose except for purposes of enforcement of this agreement.
5. By entering into this agreement, the Parties do not admit to any violation of any provision of state or federal law.
6. The Union hereby resolves the issue regarding per diem CLS rates of pay and the Union agrees to not file an unfair labor practice, lawsuit, or further grievance related to the issues described above and in fact, hereby expressly waives its right to do so provided the terms of this MoU are fully implemented.


Austin Stringfellow
E&LR Manager
Dignity Health

Date: 12/18/18



Michael Aidan
Union Representative
ESC Local 20

Date:

20 Dec. 2018


Side Letter regarding Weekend Premium at Woodland and Sacramento

For Woodland and Sacramento facilities, the Weekend Premium previously found in Article 6. Compensation and Hours of Work, will continue for the life of the contract as follows. This weekend premium does not apply to the Stockton facility.


Woodland and Sacramento employees who work shift beginning on or after 2300 on Friday and ending at or before 2300 Sunday will receive hourly premium equal to \$1.70 over base pay per hour.

Signed and dated:


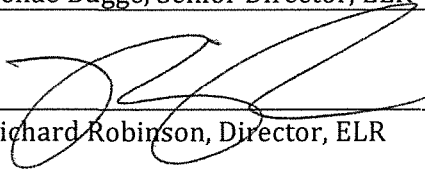
Dignity Health:


Richard Robinson, Labor Relations

ESC:


Michael Aidan, Sr. Union Representative

Signature Page

Dignity Health d/b/a Mercy General Hospital, Mercy San Juan Hospital, Mercy Methodist Hospital, Mercy Hospital Folsom, Woodland Healthcare, Saint Joseph's Medical Center, Healthcare Clinical Laboratory	Engineers & Scientists of California Local 20 IFPTE, AFL-CIO
<hr/> Marvin O'Quinn, SEVP & COO	 <hr/> Michael Aidan, Assistant Executive Director
<hr/> Rodney Winegarner, Service Area CFO	<hr/> /S/ Sergei Neverov Mercy San Juan Medical Center
<hr/> Andrea Barton, Director, HR	<hr/> /S/Ahmad Polad , Mercy Hospital of Folsom
<hr/> Rena Bugge, Senior Director, ELR	<hr/> /S/ Sheng Yang, , Methodist Hospital
 <hr/> Richard Robinson, Director, ELR	<hr/> /S/ Michael Thompkins, St. Joseph's Medical Center
<hr/> Marsha Eagles, Regional Director, Lab	<hr/> /S/Angela Eidson, Staffing Pool
<hr/> Arthur McKenzie, ELR Manager/HR Manager	<hr/> /S/ Ronald Artis, Saint Joseph's Medical Center
<hr/> Maggie Vega, Director, HR	<hr/> /S/ Victoria Melter, Woodland Healthcare

INDEX

120 Day Leave of Absence - Job Filled.....	19
ADA	28
Bargaining Unit Seniority	14, 23
CET.....	15, 16
Changing Job Description.....	35
COBRA	29
Discipline	23
Discipline For Cause	24
Dues.....	5
Emergency Leaves.....	18
Employee Health and Care Management Program.....	21
Employee Performance Review	23
ESL	11, 12, 13, 18
Accrual.....	11
Failure to Return from Leave.....	19
Federal Mediation and Conciliation Service.....	31
Full-Time	14, 23
Grievances for Temp/Per-Diem EEs	24
HMO.....	21
Holiday	12, 13, 14, 30
Holiday Scheduling.....	14
Industrial Accident Leave	17
Job Descriptions.....	35
Laid Off Employee Posting Preference.....	29
Layoff Notice.....	26
LEAP/COPE	35
Leave of Absence Verification.....	19
Limited Part-Time	23
Mediation.....	31
Medical Disability Leave	17, 18
Meetings.....	35
Minor Holiday Schedules.....	14
National holidays.....	14
Part-Time	13, 14, 23
Per-Diem	14, 24, 26
Permanent Vacancy	25
Personal Leaves.....	18
Physician's Statement.....	13
Position Posting Period.....	25
Pregnancy Disability Leave.....	18
Probationary Period	15, 20, 23, 24
Probationary Period Extension.....	24
PTO.....	11, 12, 13, 14, 15, 18, 20, 37
Accrual.....	11
ESL Accrual.....	12
Request for Leave.....	18
Return from Leave	19
Seniority	19, 24
Tie Breaker	24
Severance.....	28
Severance Pay.....	<i>See Severance</i>
Statutory Family/Medical Leave.....	18
Temporary Agency personnel	26
Termination	14, 19, 23, 24
Time Spent Attending Arbitration.....	36
Union Notice.....	24
Job Description Changes.....	35
Probationary Period	24
Union Stewards	36
Use of PTO.....	18
Weekends Off	8
Weingarten	36
Workers' Compensation.....	17, 18, 19, 24