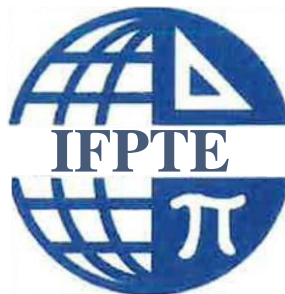


COLLECTIVE BARGAINING AGREEMENT

BETWEEN
SETON MEDICAL CENTER
AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA
IFPTE LOCAL 20

December 17, 2023 Through December 16, 2027



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ARTICLE 1
RECOGNITION

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

ARTICLE 2
COVERAGE

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

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

ARTICLE 3
MANAGEMENT
RIGHTS

Subject to the laws and regulations governing the healthcare industry, the Hospital retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Hospital and not abridged by this Agreement include, but are not limited to, the following:

- to manage, direct and maintain the efficiency of its business and personnel;
- to manage and control its departments, buildings, facilities, equipment and operations;
- to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- to subcontract or discontinue work for business, economic, medical or operational reasons;
- to utilize personnel from nursing registries or other temporary help agencies;
- to direct the work force;
- to increase or decrease the work force;
- to determine staffing patterns and levels and the number of Employees needed, provided that the Hospital adheres to the regulations set forth in Title XX: 11;
- to lay off Employees;

- to hire, transfer and promote Employees;
- to demote, suspend, discipline and discharge Employees;
- to maintain the discipline and efficiency of its Employees;
- to establish work standards and schedules of operations;
- to specify or assign work requirements and overtime;
- to assign work and decide which Employees are qualified to perform such work;
- to determine working hours, shift assignments, and days off;
- to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
- to determine the type and scope of work to be performed and for the services to be provided to patients;
- to determine whether work will be assigned to bargaining unit Employees or other Employees;
- to determine the methods, processes, means and places of providing service to patients;
- to determine the quality of patient care services, including laboratory services;
- to acquire and dispose of equipment and facilities;
- to determine the places where work will be performed;
- to hire temporary Employees for designated periods of time;
- to pay wages and benefits in excess of those required by this Agreement;
- to effect technological changes in its equipment and operations; and
- to sell, close, or dispose of all or part of the Hospital.

The Hospital's failure to exercise any right, prerogative, or function hereby reserved to it or the Hospital's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Hospital's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 PROBATIONARY PERIOD

- A. Probationary Period, as discussed in this section, shall apply to any employee hired after the date of ratification of this Agreement. Regular Full-Time and Part-Time Employees shall be on probation for ninety (90) calendar days following their date of hire. All other employees shall be on probation for 135 calendar days or the completion of sixty-five (65) shifts, whichever occurs first, after date of hire.
- B. At its sole discretion, the Employer may terminate the employment of any probationary Employee and such termination shall not be subject to the grievance procedure of this Agreement.
- C. The probationary period may be extended by an additional thirty (30) days. The Employer may not extend the probationary period beyond the additional 30 days.
- D. At the completion of the probationary period, seniority dates shall be from the Employee's most recent date of hire into a bargaining unit position by the Employer.

ARTICLE 5 MEMBERSHIP

Section 1. MEMBERSHIP MAINTENANCE OF MEMBERSHIP

- A. All bargaining unit members covered by this Agreement who, on the effective date of this Agreement are members of the Union, or who become members of the Union subsequent to the effective date of this Agreement, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.
- B. Bargaining unit members who are requested to maintain membership and fail to do so shall, upon notice in writing from the Union to Hospital, be given thirty (30) days' notice of termination, or shall be allowed to resign with proper notice to Hospital.

Section 2. NEW CLINICAL LABORATORY SCIENTIST NOTICE

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

Section 3. LIST OF COVERED CLINICAL LABORATORY SCIENTISTS

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

Section 4. USE OF SOCIAL SECURITY NUMBERS

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

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

Section 5. INDEMNIFICATION

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

ARTICLE 6
PAYROLL DEDUCTION OF UNION DUES AND LEAP

Section 1. PAYROLL DEDUCTION

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

Hospital agrees to implement dues increases pursuant to the dues check-off authorization of the Union, provided the Union has submitted an appropriate authorization for each bargaining unit member so affected and submits to Hospital a copy of the letter notifying the bargaining unit member of the dues increase.

Section 2. DUES DEDUCTION INDEMNIFICATION

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

Section 3. LEAP

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

ARTICLE 7
NON-DISCRIMINATION

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

ARTICLE 8
CLASSIFICATIONS AND WAGES

Placement on the Wage Schedule will be based on years of experience as a Clinical

Laboratory Scientist and/or Medical Laboratory Technician (MLT), when applicable.

Section 1. CLINICAL LABORATORY SCIENTIST I

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

Section 2. CLINICAL LABORATORY SCIENTIST II

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

Section 3. PER DIEM BARGAINING UNIT MEMBERS

Per diem bargaining unit members are paid 15% of their classification straight time hourly rate "in lieu of benefits." The current in lieu benefits differentials are 15% higher than the base rate for employees. These differentials are over and above the straight time rates set for Regular Full time and Regular Part-time employees in the Agreement. Such compensation differential for "in lieu of benefits" employees has been bargained for and is intended to cover all benefits, except non benefited sick leave.

Full and part-time bargaining unit employees may not switch to per diem status more than one (1) time in a rolling 12-month period.

Section 4. MEDICAL LABORATORY TECHNICIAN

The MLT's wage step will be determined by the number of years of experience in the classification. The Use of MLTs will not reduce the status hours of benefitted CLS or cause a lay-off of benefitted CLS positions. The ratio of MLT to CLS shall be as required by state law. (I 7 CCR Section I 032.5).

Section 5. CLS LEAD AND SPECIALIST LEAD

A. Clinical Laboratory Lead:

1. Minimum four years of laboratory experience
2. Current California CLS (Clinical Laboratory Scientist) license required
3. Specialty registration preferred
4. Demonstrated ability to lead and be a resource to others

B. Clinical Specialist Lead: has an ASCP Specialist license or equivalent - or has substantial experience in ensuring a technical department is inspection-ready and in presenting all appropriate documentation to inspectors.

There is no obligation that the Employers create or maintain the foregoing lead positions, and provided further that the employer retains the complete discretion and sole discretion to select individuals to serve in these positions, Decisions regarding the selection of individuals to serve as leads shall not be subject to the grievance and arbitration provision of this Agreement.

Section 6. SHIFT CHARGE PAY

The intent of Shift Charge Pay is that the bargaining unit member receiving the Shift Charge Pay would perform Clinical Laboratory Lead or Clinical Specialist Lead duties on a temporary or rotating basis. The Shift Charge shall be designated by management. A titled Lead or Specialist Lead does not qualify for this premium. The Employers will pay Shift Charge Pay at an amount of \$2.50 per hour over a bargaining unit member's base rate of pay.

Section 7. WAGES

- A. Year 1: Effective the first full pay period following December 17, 2023, each Employee will receive an increase of 5% to their base hourly rate of pay.
- B. Year 2: Effective the first full pay period following December 17, 2024 each Employee will receive an increase of 5% to their base hourly rate of pay.
- C. Year 3: Effective the first full pay period following December 17, 2025 each Employee will receive an increase of 5% to their base hourly rate of pay.
- D. Year 4: Effective the first full pay period following December 17, 2026 each Employee will receive an increase of 5% to their base hourly rate of pay.

The Wage Scales in effect for the term of the Agreement is attached as Appendix A.

Section 8.

ADVANCEMENT

A. Step Advancement for CLS

- CLS I-1
- CLS I-2 after 1 year
- CLS I-3 after 2 years
- CLS I-4 after 3 years
- CLS II-3 after 4 years
- CLS II-4 after 5 years
- CLS II-5 after 6 years
- CLS II-6 after 10 years, or after 5 years at CLS II-5
- CLS II-7 after 15 years, or after 5 years at CLS II-6

B. Advancement to CLS II. A CLS I who, after at least one year as a CLS I at Step 4 shall receive a competency evaluation. Upon receipt of a satisfactory competency evaluation, the member will be promoted to CLS II, *Step 3*. The competency evaluation shall review the members' knowledge, skill and technical ability related to the members' role. If the member receives a less than satisfactory competency evaluation, the member shall be informed of the basis of the denial for advancement to CLS II.

C. MLT Advancement. The MLT shall advance on his or her anniversary, up to Step 4, which is top of scale, and thereafter shall have across the board advancement as negotiated.

D. Per Diem Advancement. No Per Diem shall advance to the next step until the Per Diem has worked at least 400 hours at his/her current step.

Section 9. ONSITE EDUCATION.

Where the Hospital offers courses or certifications onsite or through a vendor, bargaining unit employees shall take onsite courses or certifications prior to taking such courses or certifications externally. To take a external courses or certification requires advance approval by the CNO or designee.

ARTICLE 9
CLASSIFICATIONS

Section I. FULL-TIME DEFINED

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

Section 2. PART-TIME DEFINED

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

Section 3. LIMITED PART-TIME DEFINED

A limited part-time bargaining unit member is one who is regularly assigned a work schedule of less than 20 hours per week.

Section 4. TEMPORARY DEFINED

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

Section 5. PER DIEM DEFINED

A Per Diem bargaining unit member is one who is employed on an intermittent basis as required by Hospital.

ARTICLE 10
WEEKENDS

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

ARTICLE 11
SHIFT DIFFERENTIALS

Section 1. PM DIFFERENTIAL

A differential of Five Dollars and Zero Cents (\$5.00) per hour shall be paid on top of a bargaining unit member's straight time hourly rate when scheduled and performing work on the PM shift defined as any shift on which the majority of hours fall between 3pm and 11 pm.

Section 2. NIGHT DIFFERENTIAL

A differential of Nine Dollars and Zero Cents (\$9.00) per hour shall be paid on top of a bargaining unit member's straight time hourly rate when scheduled and performing work on

the night shift defined as any shift on which the majority of hours fall between 11pm and 7am.

ARTICLE 12 WEEKEND SHIFT DIFFERENTIAL

For all hours worked on weekend shifts the bargaining unit member will be paid an additional shift differential in the amount of Four Dollars and Zero Cents (\$4.00) per hour on top of his/her hourly rate and any applicable PM or night shift differential. For purposes of this section, a weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

ARTICLE 13 OVERTIME

Section 1. DAILY COMPENSATION

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

- A. Time worked over eight (8) hours in a day shall be paid at time-and-one-half (1.5 x) the Employee's regular rate of pay.
- B. All work in excess of eight (8) hours per day, forty (40) hours per week or eighty (80) hours per pay period shall be paid at the rate of one and one halftimes (1.5 x) the regular rate of pay.
- C. Work in excess of twelve (12) hours shall be compensated at the rate of two (2 x) times the regular rate of pay.
- D. Time worked on the 7th consecutive day in a work week shall be paid at time-and-one-half (1.5 x) the Employee's regular rate of pay for the first eight hours of work and two times (2 x) the Employee's regular rate of pay for all hours after the first eight hours of work.

Section 2. AUTHORIZATION OF OVERTIME

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

Section 3. REST BETWEEN SHIFTS

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

Section 4. REPORTING PAY

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

ARTICLE 14
STAND-BY AND CALL-BACK

Section 1. STAND-BY

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

Section 2. CALL-BACK WHILE ON STAND-BY

- A. Call-Back Defined. Call-Back is defined as a call to a bargaining unit member to return to work after the bargaining unit member has left the premises of the Hospital, and prior to the bargaining unit member's next scheduled shift. For purposes of this Article, the Hospital shall give notice by (1) reaching the bargaining unit member by telephone; or (2) attempting to reach the bargaining unit member by telephone and documenting the attempt, the date, time and the call, and the result of the attempt.
- B. Premium Pay While On Stand-By. If a regular full-time or regular part-time bargaining unit member is called back to work while on stand-by, the bargaining unit member shall receive one and one-half (1-1/2) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the compensation for being on stand-by, thereby providing double time for the time actually worked.
- C. Premium Pay While Not on Stand-By. Regular full-time and regular part-time bargaining unit members who are called back to work after having left the Hospital premises will be guaranteed a minimum of four (4) hours work or four (4) hours pay, Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate.

ARTICLE 15
EMERGENCY TELEPHONE CONSULTATION/CONSENT

When a bargaining unit member has sought all resources on-site, and sought consultation with management and/or supervisors in person or by telephone or e-mail, and after being authorized by his or her immediate supervisor, the bargaining unit member may call a person designated on the resource list with the appropriate technical expertise to respond to

a technical-related issue that must be immediately addressed. The employee responding to the call shall be paid in accordance with California State Wage and Hour Laws.

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

ARTICLE 16 NO PYRAMIDING

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

ARTICLE 17 SCHEDULED WORKING HOURS

Section 1.

SCHEDULING

Hospital agrees to post a tentative working schedule of all bargaining unit members who are regularly assigned shifts for the next four (4) weeks. The tentative working schedule will be posted in a conspicuous place at least fourteen (14) calendar days in advance of the date the

four (4) week schedule is to begin. Any change to posted scheduled working hours (other than temporary staffing reductions) requires the agreement of the bargaining unit member except in unforeseen, emergent or unusual circumstances in which Hospital will give as much notice of the schedule change(s) as is possible under the circumstances. Hospital will make a reasonable effort to seek volunteers from among bargaining unit members present at the facility before imposing a schedule change during unforeseen, emergent or unusual circumstances.

Section 2. SHIFT ASSIGNMENTS

If, due to emergency or operational circumstances, it becomes necessary to change a bargaining unit member's shift assignment temporarily, Hospital may introduce a shift rotation procedure that shall be applied by all qualified bargaining unit members at Hospital, taking turns based on rotational seniority starting with the least qualified bargaining unit member.

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

Section 3. REST AND MEAL PERIODS

- A. Meal Period. An employee who works a scheduled shift of more than 5 hours in a workday is provided a 30-minute unpaid, duty-free, meal period. The employee must take the meal period within the first 5 hours of starting their shift. An employee who works more than 10 hours in a workday is provided a second 30 minute unpaid, duty-free, meal period. The employee must take the second meal period within the first 10 hours of starting their shift.

An employee who works more than 15 hours in a workday is provided additional meal periods as required by law.

To insure a full uninterrupted meal period, unless otherwise instructed, all bargaining unit members must turn in their work provided communication devices to the assigned designees prior to the start of their meal period and to retrieve it at the completion of the meal period.

An employee who does not work more than 6 hours in the workday may voluntarily waive the first meal period by mutual consent of the Hospital and the employee.

An employee who works shifts in excess of 8 total hours in a workday may voluntarily waive one of the two meal periods, by mutual consent of the Hospital and the employee, even if the employee's shift exceeds 12 hours.

The meal period waiver must be in writing, signed by the employee and their supervisor, and may be revoked by the employee at any time by providing at least one day's advance notice in writing to their supervisor.

- B. Rest Period. Employees who work at least 3.5 hours in a workday are authorized and permitted a paid, 15-consecutive minute, duty-free, rest break for each four hours worked, or major fraction thereof. The number of rest periods are as follows:
- Employees who work less than 3.5 hours in a workday are not entitled to a rest period.
 - Employees who work 3.5 hours up to 6 hours in a workday are authorized and permitted to take one 15-minute paid rest period.
 - Employees who work more than 6 hours up to 10 hours in a workday are authorized and permitted to take two 15-minute paid rest period.
 - Employees who work more than 10 hours up to 14 hours in a workday are authorized and permitted to take three 15-minute paid rest period.
 - Employees who work more than 14 hours in a workday are authorized and permitted to take additional paid rest periods as required by law.

Insofar as practicable, rest periods shall be authorized and permitted in the middle of each work period.

Employees should not perform work during meal or rest periods, combine their meal and rest periods, take meal or rest periods at the beginning or end of the work day, or work through their meal or rest periods in order to make up for an absence or tardiness. Employees are permitted to leave the premises during rest periods and unpaid meal periods.

- C. Penalty Pay. An employee will be paid one (1) hour of pay at their regular rate of pay for each shift their meal or rest period(s) were taken late, missed, or interrupted due to work reasons, or not duty-free.

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

The language in this Article is meant to conform to California law regarding meal and rest periods and nothing stated herein will be interpreted to reduce rights an employee has to meal and rest periods under state law.

ARTICLE 18 SCHEDULED WORKING HOURS OF PER DIEMS

- A. Per Diem bargaining unit members shall submit their availability in writing (including days of the week, shifts and current phone number(s)) at least two (2) weeks prior to the posting of the next four (4) week schedule.
- B. Minimum availability. Per Diem bargaining unit members must be available for a minimum of five (5) shifts of at least eight (8) hours for each four (4) week schedule. At least two (2) of the available five (5) shifts must be weekend shifts.
- C. All Per Diem bargaining unit members are required to be available to work at least two (2) holidays per year, one (1) of which must be Thanksgiving, Christmas or New Year's Day.
- D. Per Diem bargaining unit members have no guarantee of hours and use of such bargaining unit members shall be at the complete discretion of Hospital.
- E. Failure to submit availability. A Per Diem bargaining unit member who fails to make himself or herself available for two (2) consecutive four (4) week schedules will be considered to have voluntarily resigned his/her employment.
- F. Notice of Unavailability. If a Per Diem bargaining unit member desires to be unavailable for a period time not to exceed sixty (60) calendar days, the Per Diem bargaining unit member will submit the request in writing. If Hospital authorizes the period of unavailability, the provisions of paragraph 5 above will not apply during the period of time authorized by Hospital.

ARTICLE 19 PAID TIME OFF

Those current bargaining unit employees hired by AHMC at the close of the transaction will have their Reserved Sick (RS) banks preloaded as follows: 40 preloaded hours for regular fulltime bargaining unit employees and 20 preloaded hours for regular part-time bargaining unit employees. Employees will accrue RS as set forth in this Article, and all use rules of this Article shall apply.

Paid Time Off Program

- A. Eligibility and Coverage
 - 1. Paid Time Off Program shall apply only to regular full-time and regular part-time bargaining unit member. Limited part-time, temporary and per Diem,

bargaining unit member are not eligible to participate in the PTO program. PTO hours accrue immediately upon employment in a regular full time position or regular-part- time position.

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

B. Accumulation of Paid Time Off and Reserve Sick

1. PTO Accumulation Schedule

- (a) Regular full-time bargaining unit member and regular part-time bargaining unit member shall accrue PTO in accordance with the schedule given below, based upon their continuous length of regular employment.
- (b) Each bargaining unit member shall have their PTO account credited with any PTO hours that were accumulated, but not taken, as of the date of ratification of this collective bargaining, agreement. No Regular bargaining unit member shall lose any PTO hours accrued, but not taken.
- (c) For each two-week pay period, regular part-time associates shall accrue benefits available to a full-time associate on a pro-rated basis on actual hours worked.
- (d) From the 1st day of the described pay period through the pay period in which one year of continuous regular employment is completed.
- (e) PTO Hours may be accrued to a maximum of 400 hours at any time during the term of the collective bargaining agreement.

Continuous years of regular employment Pay Period	PTO Hours Accrued per Pay Period	Hours Per Year
01 - year	8.62 hrs.	224
2 - 4 years	10.16 hrs.	264
5 - 9 years	11.39 hrs.	296
10 and above years	12.62 hrs.	328

2. Reserve Sick (RS). Regular full-time bargaining unit member and regular part-time bargaining unit member shall accrue ESL RS on the first day of the pay period following the employee's 91st day of employment in accordance with-the schedule below:

RS Hours Accrued per Pay Period for Full-Time CLS	Maximum RS Per 12 Months of Continuous Employment
1.85 hrs.	48 hours
RS Hours Accrued per Pay Period for Part-Time CLS	Maximum RS Per 12 Months of Continuous Employment
0.93 hrs.	24 hours

There shall be a maximum cap of two hundred forty (240) hours on the amount of RS that may be accumulated. A Clinical Laboratory bargaining unit member with a RS balance of two hundred forty (240) hours, will not accrue additional RS until such time that the bargaining unit member's balance falls below the two hundred forty (240) hour balance.

- C. Unpaid Absences. If a Clinical Laboratory bargaining unit member is on unpaid status with the Employer (e.g., unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/RS for that pay period. "Unpaid status" means that there were no "paid straight-time hours" in that pay period.
- D. Scheduling and Use of PTO
- I. PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, personal illness of three (3) scheduled workdays or less, and/or as secondary pay to supplement State Disability Insurance or Workers' Compensation, or any other reasons deemed appropriate by the Clinical Laboratory bargaining unit member.
 2. If the bargaining unit member has insufficient PTO to cover his/her absence of 3 days or less, those days will be without pay.
 3. Requests for PTO regardless of seniority will be granted before any conflicting requests for unpaid time off are considered. Furthermore, requests for unpaid time off by individual bargaining unit members will not be granted if the bargaining unit member still has PTO hours or RS whichever applies exceptions are:
 - (a) A bargaining unit member can elect not to use PTO for a holiday scheduled off.
 - (b) A bargaining unit member can elect not to use PTO for his/her own medical disability days preceding eligibility for RS.
 - (c) A bargaining unit member can elect not to use PTO for a physical disability leave and request instead an unpaid leave.
 - (d) Bargaining unit members who are on the Bargaining Team may elect not to use PTO to attend bargaining.
 - (e) PTO requests shall not be unreasonably denied because of the season of the year.
 - (f) Advance Requests for One Work Week or More of PTO bargaining unit members shall submit their PTO preference dates to their manager. Department managers may use yearly cut-off dates for Clinical Laboratory Scientists to submit their PTO requests. Requests for PTO should normally be submitted no later than 30 days prior to requested dates.

- (i) If staffing, scheduling, or patient care or work requirements do not permit the approval of all PTO requests submitted by bargaining unit members, then the bargaining unit member's seniority shall be the determining factor within each work area and classification.
- (ii) Other PTO Requests shall be submitted in writing at least one week in advance of the posting of the schedule covering such day or days. If all such requests cannot be granted, then seniority shall govern, subject to the following:
 - (g) Seniority will not govern if a less senior bargaining unit member's PTO request has already been approved.

E. Use of RS

1. Employees may use RS for absences from work because of the employee's own physical disability generally after 40 consecutive hours of absence. If admitted to the hospital, from the first day of hospitalization or if undergoing an outpatient procedure requiring a four-or-more-hour stay at the provider location, from the day of the procedure the Employee may immediately access RS. Employees may use their accrued PTO to cover the first 40 hours of absence prior to engaging RS.
2. Reasonable medical or other verification or information may be requested by the Employer regarding unplanned absences or the use of PSL/RS. Such information or verification also may be required upon a bargaining unit member's return from an illness or injury, or if the Employer believes a question exists as to the bargaining unit member's ability to work.
3. PTO/RS is to be used in increments of eight (8) hours unless one of the following exists:
 - (a) Advance approval is obtained for less than eight (8) hours;
 - (b) The bargaining unit member's regular shift is greater or less than eight hours, in which case PTO/RS hours equal to the shift shall be used; or,
 - (c) The bargaining unit member is eligible for State Disability or Worker's Compensation payments, in which case RS shall be integrated to supplement such payments; or,
 - (d) An emergency requires the bargaining unit member's absence for less than a full shift, in which case the Employer may excuse the bargaining unit member from the full shift, with equivalent PTO/RS hours being used, or it may require that the bargaining unit member report back to work.
 - (e) PTO/RS hours shall be paid at the straight-time rate in effect as of the date PTO/RS is used to which the bargaining unit member may be entitled.

- (f) Upon termination from employment, bargaining unit member shall be paid for all accumulated and unused PTO hours at the straight-time rate in effect at date of separation. There shall be no payout of RS hours at separation of employment. This is a non-vested benefit.
- (g) Bargaining unit member has the option of using PTO hours for hours of Reduction of Staff (ROS).
- (h) If a bargaining unit member changes his/her status from regular full-time or regular part time to per diem, all accrued unpaid PTO will be paid out by the pay period following the effective date of the status change.
- (i) In cases where a bargaining unit member is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the bargaining unit member shall apply for such benefits. To the extent that the disability payments do not equal the bargaining unit member's normal wages, the bargaining unit member's RS (or PTO if elected by the bargaining unit member, if applicable) shall be used in an amount sufficient to equal but not exceed the bargaining unit member's straight-time rate of pay. Where RS/PTO is subject to integration with State Disability Insurance or Workers Compensation, it shall be paid promptly even if information as to the precise amount of State Disability Insurance or Workers' Compensation payments are not immediately available.
- (j) The bargaining unit member must advise the Employer in writing of his/her desire to use PTO. For purposes of this paragraph only, a leave is to be construed as a physical disability absence exceeding three (3) workdays or five (5) calendar days, unless the Clinical Laboratory bargaining unit member is hospitalized.
- (k) PTO/RS can only be used on scheduled Workdays.
- (1) If the bargaining unit member PTO covers more than one pay period, there shall be separate checks for each pay period.

4. Pay for Holidays Worked

- (a) Recognized holidays for the purpose of this Section are as follows: New Year's Day
 Martin Luther King, Jr. Birthday (3rd Monday in January)
 President's Day (3rd Monday in February)
 Memorial Day (last Monday in May)
 Labor Day (1st Monday in September)
 Thanksgiving Day
 Christmas Day

A Day, PM or Night shift bargaining unit member works a holiday shift when the major portion of the shift falls on one of the above days.

- (b) If a bargaining unit member works one of the above holidays, the bargaining unit member shall receive payment at time and one-half times (1.5x) the bargaining unit member's straight-time rate for all hours worked on such holiday. Exceptions are:
 - (i) If a bargaining unit member requests Christmas Day and/or the following New Year's Day off, and is required to work on both holidays, the bargaining unit member shall receive two times (2x) his or her straight time rate for New Year's Day; or,
 - (ii) A bargaining unit member assigned to the p.m. shift may submit a request to observe the Christmas Day holiday on December 24 and/or observe the New Year's Day holiday on December 31. Such a request is to be submitted by the bargaining unit member at least 30 days in advance of the holiday. If the bargaining unit member's request is granted by the Employer and the bargaining unit member is then scheduled off on December 24 and/or December 31, such day off shall constitute the bargaining unit member's Christmas and/or New Year's Day holiday off, and payment for work performed on December 25 and/or January 1 shall be a non-holiday.

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

ARTICLE 20 STANDARD BENEFIT PLANS

Bargaining Unit Members shall be eligible to participate in the standard Hospital benefit plans, as amended from time to time, on the same terms, conditions and basis as other Hospital employees. The Hospital shall offer the following core benefit plans during the term of this Agreement: medical plan, dental plan, vision plan, long-term disability plans, life insurance, and a 401 (k) Plan with employer match of up to 3% of eligible compensation, as set forth in the Summary Plan Description.

The medical insurance option for Full-Time and Part-Time bargaining unit employees and their families will not require any bargaining unit member payroll contribution ("Free Plan"). For the term of the Agreement, this Free Plan is as set forth in the Parties Side Letter Regarding Medical, Pharmacy Benefits and Other Benefits.

With respect to the Free Plan, the Hospital will on an overall basis maintain substantially equivalent benefits with due regard to the economic challenges faced by the Hospital in maintaining such a plan. For the term of this Agreement, the Hospital reserves the right with notice, to change health plans where there is no increase in employee contributions and no decrease in benefit coverage levels. The Hospital will negotiate with the Union prior to implementing major changes to the medical plan.

ARTICLE 21 LEAVES OF ABSENCE

EDUCATION LEAVE

Each regular full-time and part-time employee shall be entitled to forty (40) hours leave with pay each year, prorated based on status for part-time Employees based on hours worked to attend or complete courses, institutes, workshops or classes of art educational nature. The Employee will submit and get approval for said educational leave in advance and the activity will meet a requirement for CEUs needed for re-licensure by the State of California or for other accreditation related to laboratory work Educational leave will not be unreasonably denied.

Twenty (20) hours of educational leave may be used for home study or on-line courses (part-time associates shall receive a pro-rated number of hours based on their status).

Section 2. BEREAVEMENT LEAVE

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

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

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

Section 3. LEAVES OF ABSENCE

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

A. Medical Leave

1. Employees who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed six (6) months in a rolling twelve (12) month period, unless extended only by mutual agreement between the Employee and the Employer or as may otherwise be required by law.
2. In order to be eligible for medical leave, the Employee must provide the Employer's Human Resources department with medical certification, in advance where practicable and foreseeable, such certification to include the probable duration and confirmation that the Employee is unable to perform his/her job duties due to the medical condition.
3. Benefits under this Agreement shall be maintained during paid portions of leave and/or during any portion of the leave that qualifies as FMLA or CFRA leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the Employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

B. FMLA/CFRA

1. Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of the leave shall be eligible for Family or Medical Leave in accordance with the provisions of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Such leaves shall be made available for:
 - (a) The birth of the Employee's child, or receipt of a child in foster care or adoption;
 - (b) The care of an Employee's immediate family member. For the purposes of this provision, members of the immediate family are defined as the Employee's spouse, parents, child, registered domestic partner or the child of a registered domestic partner.
 - (c) The Employee's own serious health condition.
 - (d) Care for an injured service member. An eligible Employee who is the spouse, son, daughter, parent, next of kin or registered domestic partner of a covered U.S. Armed Forces service member who incurs an illness or injury in the line of duty. Such eligible Employees shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member. The leave describe in this paragraph shall only be available during a single twelve (12) month period.
2. Upon return to work following a qualifying FMLA/CFRA leave, the Employee shall be reinstated to the same position, classification, unit, and shift held by the Employee at the time of the commencement of the leave.

C. Pregnancy Disability Leave

1. Employees disabled due to pregnancy or pregnancy related conditions shall be eligible for a Maximum of four (4) months unpaid leave of absence, in addition to CFRA leave, in accordance with the provisions of California Law.
2. Upon return to work following a pregnancy leave, the Employee shall be reinstated to the same position, classification, unit, and shift held by the Employee at the time of the commencement of the leave.

D. Work-Related Disability Leave

1. The Employer shall grant a leave of absence to an Employee who is unable to work due to a work-related injury. During the leave, all health and welfare benefits shall continue for up to one (1) year or to the date that the Employee is deemed to be Permanent and Stationary, whichever occurs earlier. When the Employee does not return to work, he/she may elect to continue his/her benefit under COBRA by paying the cost of such coverage.
2. The Employers shall make every reasonable effort to assist the Employee and return him/her to work after a work-related injury, including an offer of modified (light) duty for at least ninety (90) days, return to the Employee's former position upon release for work, or retraining to an available position with the, Employers, if the Employee is no longer able to perform the work of his/her former position.
3. Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the Employee at the commencement of the leave.
4. An Employee who, because of a work-related injury, is medically determined to be permanently disabled and unable to return to his/her former position, shall be entitled to any vacant position for which he/she is then qualified. If all other options have been exhausted and an Employee is medically-determined to be permanently disabled and is unable to return to his/her former position even with reasonable accommodations under the Americans With Disabilities Act (ADA) or to any vacant position for which he/she may be qualified, such Employee may be replaced.

E. Voluntary Leaves For Disaster Services

1. Policy Statement. When a significant disaster occurs, the Employer is committed to providing voluntary assistance to governmental agencies and non-profit agencies that may request our services. Response to all such requests must be approved in advance by the Employer's Chief Executive officer or designee. Voluntary leave for disaster service by Employees will only be approved if such leave does not unduly impact the Employer's operations, including health care delivery to patients. Denial of such leave shall not be subject to the grievance and arbitration provisions of the Agreement.
2. Definition of "Disaster" and "Designated Agency." A "disaster" is defined as an event officially declared as such by federal; state or local government or an agency

designated by the IRS as a Section 501(c)(3) not for-profit, charitable organization (e.g. American Red Cross.) a designated agency.

3. Employers-Initiated Requests for Voluntary Disaster Service. In cases where the Employer's request voluntary disaster service of their Employees in response to requests in times of crisis from federal, state or local governmental entities or designated agencies as defined above, the following will apply:
 - (a) Eligibility. Any Employee will be considered eligible unless such Employee has a documented record of current unsatisfactory job performance.
 - (b) Procedures. Written agreement for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be obtained from the Employee's manager provided, that the number of Employees absent for voluntary disaster service does not unduly impact the Employers' operations. Extension of voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or, his or her designee. In the case where the number of represented Employees responding to an Employers initiated call for volunteers exceeds demand, selection shall be made in accordance with contract seniority, provided all other provisions of this policy are met.
 - (c) Compensation and Benefits. An Employee who volunteers for disaster service in response to a request from the Employer on behalf of a governmental entity or designated agency will be reimbursed for actual hours of volunteer duty up to a maximum of eight (8) hours in a day and forty (40) hours in a week at the Employee's regular rate of pay while performing volunteer disaster service.

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

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

- (d) Travel Expenses. Employees who volunteer for duty in response to an Employer's-initiated request shall be covered by the provisions of the Employers' National Travel Policy.
4. Employee-initiated Requests for Volunteer Disaster Service. When Employees, on their own, wish to volunteer to assist during a disaster, the following will apply:
 - (a) Eligibility. Any Employee will be considered eligible unless such Employee has a documented record of current unsatisfactory job performance.
 - (b) Procedures. Written application for leave for voluntary disaster service for up to 30 calendar days in a calendar year may be approved by the Employee's manager. Requests for voluntary service greater than 30 calendar days in a calendar year must be approved by the appropriate vice president or his or her designee.

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

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

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

F. Union Leave

1. One (1) Employee at a time who becomes a paid staff member of the Union shall be granted an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the Employee will be returned to his/her former job, if available, or to a comparable position in the same classification, shift, and work hours.
2. Upon a two (2) week written notice from the Union to the Employer's Director of Human Resources or Vice President of Human Resources, prior to the posting of the monthly work schedule which includes the desired time off, one (1) Employee at any given time will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business, including but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting. The Employee shall not suffer any loss of seniority or other benefits as a result of such leave.

G. Military Leave

1. Military leave of absence shall be granted to eligible Employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed services of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with, and fully governed by, the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).
2. An Employee who is the spouse or registered domestic partner of a service member of the U.S. Armed Forces deployed in a combat zone during a period of military conflict may take up to ten (10) days of unpaid leave. To be eligible for such a leave, an Employee must be regularly scheduled to work twenty (20) or more hours a week, and must submit documentation to the Employer of his/her

intention to take such a leave within two (2) business days of receiving notice that the service member will be on leave from deployment.

H. Kin Care Leave

1. A regular full time or regular part time Employee may use as much as one-half of his/her annual PTO accrual amount for time off to care for a sick child, parent, spouse, registered domestic partner or child of a registered domestic partner.
2. Child includes a biological, adopted or foster child, a stepchild, a legal ward, or a child when the Employee stands in loco parentis.
3. Parent includes the biological, foster or adoptive parent, a step-parent or legal guardian.
4. Employees who desire to take a Kin Care Leave must complete a Kin Care Authorization Form for each related absence.

I. Victims of Domestic Abuse Leave

1. An Employee who is a victim of domestic abuse will be provided with a reasonable amount of time off without pay.
2. To obtain a regular or temporary restraining order or to obtain other domestic abuse related court assistance.
3. To seek medical attention for injuries related to domestic abuse.
4. To obtain services from a domestic violence shelter, program or rape crisis center.
5. To obtain psychological counseling related to experience of domestic violence.
6. To participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

J. Required Notice

1. The Employee, when possible, must give a reasonable notice of his/her intention to take time off. If the Employee takes an unscheduled absence, he/she will not be subject to disciplinary action or that absence will not count as unauthorized absence when he/she provides either:
2. A police report indicating that the Employee was a victim of domestic violence.
3. A court order protecting or separating the Employee from the perpetrator of an act of domestic violence, or other court document or prosecuting attorney indicating that the Employee's court appearance.
4. Documentation from a medical professional, domestic violence advocate or

counselor that the Employee was undergoing physical or psychological treatment for abuse resulting from victimization from an act of domestic violence.

- K. Use of PTO. An Employee who takes a Victim of Domestic Violence leave may use any accrued PTO.
- L. Other Leaves of Absence. Leaves of, absence for reasons other than those specified herein above shall be granted only by agreement between the Employee and the Employer and if a real and compelling reason for time-off exists. A leave of absence shall not be unreasonably denied, although it is understood that recurring requests may be denied since such requests cause a burden on the process of scheduling, staffing and quality patient care.
- M. Return to Duty. Unless otherwise specified above, when an Employee returns from leave of absence not exceeding thirty (30) days in compliance with the approved terms of the leave, such an Employee shall be assigned to the same classification, position, unit and shift he/she held before the leave. Unless otherwise specified above, if the leave is in excess of thirty (30) days and the Employee returns in compliance with the approved terms of the leave, the Employers will use their best efforts, and will not unreasonably deny return of the Employee to the same classification, position, unit, and shift as occupied at the start of the leave. If conditions have changed so that this is not possible, the Employee shall be reinstated in a position, unit and shift as nearly comparable as is possible under the circumstances.
- N. Notice to Replacements. A person hired or assigned as a replacement for an Employee on a leave of absence shall be so advised by the Employer.
- O. Non-forfeiture of Accrued Rights. By reason of such leave of absence, the Employee shall not lose any accrued rights under this Agreement but likewise he/she shall not accrue rights under this Agreement, unless otherwise provided for above.
- P. Personal Leave
 - 1. A personal/emergency leave of absence may be granted to full-time and regular part time Employees. Length of a Personal leave of absence may range up to 90 calendar days. Approval of personal/emergency leave of absence shall be made by the Employees immediate supervisor with the concurrence of the Human Resources Department.
 - 2. The Employer will not unreasonably withhold approval of requests for personal/emergency leaves of absence.
- Q. Concurrent Leaves. Except as otherwise required by law, if a condition or reason for leave entitles an Employee to more than one type of leave under this Article, such leaves shall run concurrently.

Section 4. JURY DUTY, WITNESS PAY AND VOTING TIME

- A. Jury Duty

1. A regular full-time or regular part-time Employee called for jury duty will receive the difference between jury pay and normal straight time earning for jury service on any day on which the Employee was regularly scheduled to work. In order to be eligible for jury duty pay from the Employers, the Employee must notify the Employee's department manager as soon as is practicable after receipt to report for jury service, and must provide a receipt from the jury commissioner that he or she has been called and has served. Jury duty served while on a leave of absence, while utilizing paid time off or on a day on which the Employee is not scheduled to work will not be compensated.
 2. Employees who work on night shift will be excused from work the night after or the night before reporting for jury duty.
- B. Witness Pay. An Employee subpoenaed by the Employers to appear in a judicial proceeding on a regularly scheduled work day will receive the difference between the applicable statutory witness fee and straight time earnings for each such day. The Employee must present a proof of Duty Statement issued by the Court to his/her manager.
- C. Time off to Vote. Employees who are unable to vote in a statewide election before or after working will be permitted up to two (2) hours with pay at the beginning or end of their workday on Election Day for voting purposes. Arrangements must be approved in advance by the Employee's supervisor. Where possible the Employee will give his or her supervisor at least two (2) working days' notice that time off to vote is needed.

ARTICLE 22 BOOKS AND TUITION

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

ARTICLE 23 SENIORITY

Section 1. DEFINITION OF SENIORITY

- A. Seniority for full-time, part-time, and limited part-time bargaining unit members is the date of hire or re-hire into the bargaining unit members Classification at Hospital.
- B. "Probationary" bargaining unit members shall, upon completion of the probationary period, accrue seniority retroactively from the latter of the date of the bargaining unit member's hire or re-hire.
- C. Per Diem bargaining unit members do not have seniority dates, but date of hire will determine "seniority" among other Per Diem bargaining unit members. The seniority

date for Per Diem bargaining unit members transferring for the first time to a Regular Full Time, Regular Part-Time, or Limited Part-Time position will be the date of transfer to the Regular or Limited position.

Section 2. TERMINATION OF SENIORITY

A bargaining unit member's seniority and employment relationship with Hospital shall terminate upon the occurrence of any of the following:

- A. The bargaining unit member voluntarily quits.
- B. The bargaining unit member is discharged for cause.
- C. The bargaining unit member is on layoff for more than twelve (12) months.
- D. Failure to report to work from layoff by the start date or seventy-two (72) hours from notice of recall, whichever is later.
- E. Notice shall be given in person or by return receipt or certified letter to the bargaining unit member's last address on record.

ARTICLE 24 REDUCTION IN STAFF

Section 1. LAYOFF PROCEDURE

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

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

- Temporary bargaining unit members;
- Per Diem or Limited Part-Time bargaining unit members;
- Regular full-time and regular part-time bargaining unit members.

Section 2. PER DIEM SCHEDULING PREFERENCE

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

Section 3. RECALL

For a period of up to one year from the date of Layoff, bargaining unit members (who have not secured a comparable position at Hospital) will be recalled in order of bargaining unit seniority for any vacancies that occur at Hospital from which they were laid off, provided they are qualified, and have the ability to competently perform with no more than fifteen (15) days orientation, the available work. A bargaining unit member who is laid off shall retain seniority until s/he declines the offer of a comparable position at Hospital from which they were laid off. It is the responsibility of the bargaining unit member to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled bargaining unit member must accept recall within one week of confirmed contact and offer of a relatively equal position. Additionally, the bargaining unit member must return to work at Hospital within one week of notice of recall. If a bargaining unit member does not accept recall and return to work within one week, the bargaining unit member will be considered to have voluntarily resigned. Upon recall from lay off status, the bargaining unit member will be entitled to restoration of seniority and placement at the salary classification wage rate in effect at the time of the layoff, including Fringe benefits. However, there shall be no accumulation of earnings or benefits during the period of separation, nor shall Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the bargaining unit member. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy. Bargaining unit members who experience a twelve-month (12) or more absence due to workforce reduction will lose seniority for all purposes:

Section 4. SEVERANCE PAY

2 weeks' notice plus:

- 0 - 3 years of service = 2 weeks of pay
- 4 - 5 years of service = 3 weeks of pay
- 6 - 7 years of service = 4 weeks of pay
- 8 - 9 years of service = 5 years of pay
- 10 - 14 years of service = 6 weeks of pay
- 15 + years of service = 8 weeks of pay

In the event of a sale of the Hospital, a bargaining unit member who is offered a position by the new owner is not entitled to receive severance pay as provided in this paragraph.

The receipt of severance pay as described above is also conditioned on the execution of a signed release.

Section 5. VOLUNTARY SEVERANCE.

From time to time, the Hospital in its discretion may offer voluntary severance packages to bargaining unit employees so long as the severance package is no less than what is provided in this Agreement. Such offers will be based on seniority, with the most senior being offered first.

Section 6. TEMPORARY REDUCTION IN STAFFING

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

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

ARTICLE25
POSTING AND FILLING OF

VACANCIES Section 1. POSTING VACANCIES

Where the Hospital determines that vacant position will be backfilled, it shall follow the posting requirements of this Section. The Hospital shall post all new positions covered by this Agreement for a minimum period of seven (7) calendar days prior to filling the position. Minimum qualifications shall be noted on the posting. This does not prevent Hospital from filling a vacancy on a temporary basis.

Section2. FILLING VACANCIES

- A. Preference shall be given in the following order among bidding bargaining unit members from the same preference level. Among bidding bargaining unit members from the same preference level, seniority shall, govern, as set forth in Article23. In order to be selected, the bidding bargaining unit member must meet all stated qualifications of the job established by Hospital.
- B. Only non-probationary bargaining unit members will be considered to fill vacancies. Hospital may not consider those applicants who have been disciplined, pursuant to Article 28, during the preceding twelve (12) months, if two (2) or more qualified bargaining unit members bid to fill a vacancy, and their qualifications and job performance are relatively equal, as determined by management, selection shall be in the following order of preference. In the event that two (2) bidding bargaining unit members have the same hire date, the tiebreakers shall be as follows: Date of

application for the vacancy of the position to which they are applying. In the event that the tie is not broken, then the bargaining unit member with the lowest last four digits of his/her Social Security number will be awarded the position.

1. Preference Level 1: Full-time and part-time bargaining unit members employed by Hospital with the vacancy.
2. Preference Level 2: Limited part-time bargaining unit members employed by Hospital with the vacancy.
3. Preference Level 4: Temporary bargaining unit members employed by Hospital with the vacancy and all applicants not employed by Hospital with the vacancy. If all qualifications between an outside candidate and bargaining unit members covered by this Agreement not employed by Hospital with the vacancy are equal, preference will be given to the bargaining unit member. In all cases, Hospital shall have the right and discretion to determine qualifications.

ARTICLE 26

UNION VISITATION RIGHTS AND LABOR - MANAGEMENT COMMITTEE

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

The Hospital and Union agree to meet at least quarterly per year as a Labor- Management Committee for one (1) hour to discuss any concerns or issues raised by the employer or union. The committee will at least be made up of 2 representatives for the employer, and 2 representatives of the Union. The purpose of the committee will be to foster a collaborative working relationship between the Union and Employer and to mutually attempt to discuss and resolve any ongoing issues. The Union steward will be paid one (1) hour straight time pay for attending this meeting.

During negotiations the employer agrees to pay the bargaining unit member employee/ steward attending negotiations their straight time rate of pay IF negotiations take place on their normally scheduled work day and time.

ARTICLE 27

GRIEVANCE AND ARBITRATION

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

Section 1. DEFINITIONS

- A. Grievance. a dispute raised by a bargaining unit member, the Union or Hospital concerning the interpretation application or compliance with any specific provision of this Agreement, or a dispute concerning whether or not discipline, including discharge, is for just cause. Performance appraisals are not grievable or arbitrable under this Article.
- B. Days. calendar days, excluding Saturdays, Sundays, and contract holidays.

Section 2. TIME LIMITS

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

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

Section 3. GRIEVANCE STEPS

- A. Step 1. Within fourteen (14) days of the date on which a bargaining unit member first has knowledge, or reasonably should have knowledge, of the event or condition giving rise to the grievance, the bargaining unit member must discuss the matter with the Laboratory Director or designee. If the grievance is not resolved at this step, the bargaining unit member may appeal to Step 2. If the Laboratory Director or designee does not respond within seven (7) days of being informed of the grievance, the bargaining unit member or Union may appeal to Step 2.
- B. Step 2. Grievances that are referred to step 2 shall be in writing and must contain the following information:
- The issue, situation or nature of the grievance;
 - The date on which the issue or situation occurred, or the date on which the bargaining unit member or the Union became aware of the issue or situation;
 - The provisions of this Agreement alleged to have been violated, and
 - The resolution or remedy sought.

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

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

- C. Step 3. If the grievance is not resolved at Step 2, the bargaining unit member or Union may

proceed by submitting a written notification to the Vice President of Human Resources or designee within fourteen (14) days following issuance of the Step 2 response. The parties will select an arbitrator within fourteen (14) days of the notification. The parties will select an arbitrator by alternately striking a name from the FMCS list of arbitrators. The order of striking will be determined by a coin toss.

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

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

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

Section 4. FAIR TREATMENT PROCESS

The Employer may request that newly-hired bargaining unit employees voluntarily execute a Mutual Arbitration Agreement agreeing to be bound by AHMC's Fair Treatment Process ("FTP") with respect to any disputes not otherwise arbitrable under this collective bargaining agreement. Regardless of anything contained in the FTP or Mutual Arbitration Agreement, it is understood that claims may be brought before and remedies awarded by an administrative agency where law permits. Such administrative claims include, without limitation, claims or charges brought before the National Labor Relations Board. A covered employee will not be retaliated against, disciplined or threatened with discipline as a result of that employee exercising his or her rights under Section 7 of the National Labor Relations Act.

In the event there are conflicts between the FTP and the Collective Bargaining Agreement, the CBA shall be the controlling document. No retaliation or adverse action may be taken against anyone who exercises the option not to sign the FTP/Mutual Arbitration Agreement. Any employee who initially declines to sign the FTP/Mutual Arbitration Agreement may later elect this option with respect to any particular claim normally subject to the FTP/Mutual Arbitration Agreement and not otherwise arbitrable under this collective bargaining agreement, and will be informed of this right by the Employer. Nothing herein shall preclude any employee or the Employer from seeking to challenge or enforce the FTP, including the obligation to arbitrate.

ARTICLE 28 DISCIPLINE

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

- B. The Hospital follows the general principles of progressive discipline. However, major violations of work rules and policies are cause for severe disciplinary action including discharge, as determined by the Hospital, regardless of whether previous disciplinary action has been taken.
- C. Except where prohibited by law, if after an eighteen (18) month period of time following the issuance of discipline there was been no discipline of a similar nature, the disciplinary notice will be removed from the Employee's personnel file upon the written request of the Employee.
- D. Inspecting a bargaining unit member's Personnel File: A Union Representative or Steward may inspect material from a bargaining unit member's personnel file when such inspection is related to the investigation of a grievance, provided the Hospital has been given specific written consent for such inspection by the affected bargaining unit member(s).

ARTICLE29
CLINICAL LABORATORY SCIENTIST'S RIGHT TO RECEIVE AND REVIEW
EVALUATIONS AND WARNINGS

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

ARTICLE30
NO STRIKE - NO LOCKOUT

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

ARTICLE31
BULLETIN
BOARDS

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

The Union agrees that it will not post materials that are derogatory of the Hospital or management.

Both the Union and Hospital shall have a key to the bulletin board. The Hospital shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion.

**ARTICLE 32
SEVERABILITY**

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

ARTICLE 33 CHANGE OF OWNERSHIP

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

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

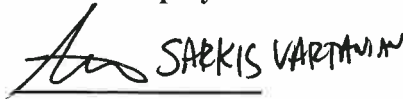
**ARTICLE 34
PHYSICAL EXAMINATIONS**

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


ARTICLE 35 TERM OF AGREEMENT

The **Agreement** shall be in effect December 17, 2023 through 11:59 pm December 16, 2027. Either party may serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to expiration of the Agreement.

For the employer:


SARKIS VARTANIAN
3/26/26

For the Union:


3/25/2026