



**NATIONAL UNION OF  
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**COLLECTIVE BARGAINING AGREEMENT**

**with**

**Keck Medicine of USC Alhambra Call Center**

**July 22, 2021 through April 30, 2024**

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## **PREAMBLE**

The Keck Medicine of USC Alhambra Call Center (the “Employer”) and National Union of Healthcare Workers (the “Union”) hereby agree to become parties to the following collective bargaining agreement (hereinafter referred to as “Contract” or “Agreement”). The parties each voluntarily agree to enter this Agreement, the Employer for itself and the Union for itself and the “Employees” covered by this Agreement as included in the Recognition Clause.

## **ARTICLE 1 – RECOGNITION**

Pursuant to the Certification of Representative in NLRB Case 21-RC-236374, the Employer recognizes the Union as the exclusive bargaining representative of the following unit of Call Center Employees:

Included: All full-time, regular part-time, and per diem Medical Call Center Patient Liaison Is, Patient Liaison IIs, Patient Liaison IIIs, Patient Liaison Leads, Template Design Specialists, and Operations Data and Technology Support Specialists, employed by the Employer in its Communications Department’s Alhambra Call Center (“Call Center”) located at 1000 South Fremont Avenue, Building A7, Alhambra, California.

Excluded: All other employees, managerial employees, confidential employees, physicians, skilled maintenance, Registered Nurses, guards, and supervisors as defined in the Act, program coordinators, training coordinators and quality assurance employees and all employees at the South Fremont Avenue facility in other operations such as Finance, Pharmacy, Imaging or other non-Call Center operations as well as all other employees primarily engaged in non-bargaining unit duties.

## **ARTICLE 2 – UNION REPRESENTATION**

### **2.1. UNION STEWARDS**

- a. The Union shall provide the Employer with a written list of, and the Employer will recognize up to four (4) Union Stewards after their designation, and shall notify the Employer in writing immediately upon any changes. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.
- b. 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 an Employee in an investigatory meeting which could result in discipline or discharge, provided that the Employee has affirmatively requested Union representation.
- c. Union Stewards shall perform their functions or Union-related activities on their own time, with the limited exception of when a meeting is mutually agreed to and scheduled during the Steward’s work scheduled shift, that Steward’s time will be paid for by the Employer. Likewise a Union Steward shall not conduct Union

business with other Employees while those Employees are on working time. If a Union Steward wishes to schedule a meeting with employees or otherwise meet with the Employer during the Union Steward's work shift, unpaid leave time shall not be unreasonably denied, but the Union Steward shall properly clock out for any such time.

- d. Whenever a bargaining unit employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the grievance meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9-Grievance and Arbitration. Nothing in this provision overrides the grievance procedure as detailed in Article 9.
- e. Union Stewards shall not direct any employee as to 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 employee.

## 2.2. UNION ACCESS

- a. One duly authorized Field Representative of the Union, upon notice and advance prior specific approval, shall be permitted to enter the Employer at reasonable times for the purpose of observing whether this Agreement is being adhered to and/or to check on complaints of bargaining unit employees. The Union will notify the HR Director, Ambulatory or his/her designee who has been selected as the Field Representative. The Union Field Representative shall advise the HR Director, Ambulatory or his/her designee reasonably in advance of each requested visit. The Employer shall not unreasonably deny such timely requests. Upon entering the Employer for any approved visit the Field Representative shall check in with the HR Director, Ambulatory. The Union Field Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. The right of entry shall at all times be subject to the Employer's access, safety and security rules and policies applicable to visitors and non-employees. When at the Employer's facilities the Union Field Representative will wear his/her Union Representative badge issued by the Employer visibly displayed above the waist, in accordance with Employer established policies.
- b. The Union Field Representative shall not interfere with the work of any Employee or otherwise disrupt the Employer's operations. This shall not prevent the Union Field Representative from conferring with a bargaining unit employee and his/her supervisor or an Employer representative on Employer's time in connection with the complaint or problem concerning the employee provided that the Employee is on non-working time.

- c. At no time while on Employer property shall a Field Representative or any Union representative engage in a demonstration of any kind, including but not limited to a rally, vigil, protest or other expressive conduct. Field Representatives communications to the Employer and Employees, both while on and off property, shall be professional and in accordance with the agreements of the parties as manifested in this Section or other writings.
- d. In the following special circumstances: steward elections, steward meetings, and steward trainings, one (1) additional Union Field Representative will be allowed access to a conference room that has been reserved in accordance with Section D below, provided the HR Administrator, Ambulatory is given at least one-week advance notice.
- e. During the term of the Agreement, if the Employer believes that a Union representative is violating the limitations on access as set forth above, the Employer may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Employer's concerns. This meeting will be held in person or telephonically within twenty-four (24) hours of the Employer's request. In the event that the Employer's concerns are not resolved to the Employer's satisfaction within forty-eight (48) hours of its request for such a meeting, the Employer may submit the issue to expedited arbitration pursuant to the Federal Mediation and Conciliation Service's rules for expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

### 2.3. DESIGNATED POSTING SPACE

The Union shall be provided a single 8 ½ x 14 posting space within the Call Center. The posting space is for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events. All material posted by the Union shall bear the date and identity of the Union. No materials which are derogatory of the Employer, management, the University of Southern California or any individual shall be posted, nor shall any material posted be disparaging, contain any deliberate misstatement, or violate any federal, state or local laws or any Employer policy. Information posted which violates this Section or any other provision of this Agreement or which for any reason remains posted for more than fourteen (14) days may be removed by the Employer. Postings providing general contact information or an annual or semi-annual schedule of events are exempt for the fourteen (14) day limitation.

### 2.4. USE OF EMPLOYER CONFERENCE ROOMS

The Employer shall provide the Union reasonable access to on-site conference rooms during regular business hours upon request, based upon availability, in accordance with scheduling procedures below:

- a. The Employer will provide the Union with a maximum of four (4) hours per month of conference room access for Employer and employee meetings or conferences regarding union business related to the Employee.

- b. The Union must schedule such conference room usage in accordance with the conference room scheduling practice of the Employer. The Employer is not required to displace or bump groups or organizations that have scheduled conference room usage or otherwise have established periodic meeting schedules.
- c. The Union shall take reasonable efforts to ensure that any Employee attending a Union meeting is not on working time and that its meeting in no way disrupts operations. Except as permitted during an approved and reserved conference room meeting, the Union is not to conduct meetings or congregate with Employees on Employer property.

## 2.5. EMPLOYEE ORIENTATION

- a. The Employer will allow a Union steward or Union representative up to thirty (30) minutes at the conclusion of the Employer's orientation program for new employees to discuss the Union and the terms of the collective bargaining agreement.
- b. In connection with Paragraph 1 above, the Union Steward shall be released from work to attend such meetings, however, any such time shall not be treated as hours worked and shall be unpaid. Similarly, time spent by new Employees attending such meetings shall be voluntary and shall not be treated as time worked for those Employees. During the meeting the Union Steward or Field Representative shall be permitted to distribute:
  - i. Copy of the applicable collective bargaining agreement.
  - ii. Copy of a Union membership application and dues authorization card.
  - iii. List of Union Stewards, prepared by the Union, showing their departments and/or work areas and telephone numbers.

## 2.6. BARGAINING UNIT LISTS

On a monthly basis, no later than the tenth (10th) of the month, the Employer will provide the Union with a complete list of employees, which will include deletions, including terminations and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for such Employees: name, home address, cell phone numbers, email address, date of termination, Employer issued employee identification number, classification, job title, department, cost center, base rate, date of hire, shift, and status (e.g., regular full-time, regular part-time, per diem, temporary).

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of, or by reason of, any action taken by the Employer in providing the Union with the information set forth in this Section above or otherwise complying with said Section. The indemnification includes the cost of defending, including reasonable attorneys' fees, against any such actions or claims.

## 2.7. BARGAINING UNIT CONCERNS

The Employer and the Union agree that quality patient care and an appropriate working environment require appropriate staffing, job security and working conditions. In recognition of the foregoing, the Employer recognizes the Union right to bring issues of concern regarding the quality of patient services and to make recommendations to improve patient service, staffing, job security and working conditions. Upon reasonable request from the Union, the Employer agrees to meet with the Union up to once per calendar quarter to discuss such concerns and/or recommendations, provided, however, the Union also recognizes management reserves the right at its sole discretion to determine whether to implement any such recommendations.

## **ARTICLE 3 – EMPLOYEE STATUS**

### 3.1. FULL-TIME EMPLOYEE

A regular Full-Time Employee is an Employee who is not in a temporary status and is regularly scheduled to work thirty (30) hours or more per work week. Regular Full-Time Employees are benefits eligible in accordance with applicable Employer policies.

### 3.2. PART-TIME EMPLOYEE

A regular Part-Time Employee is an Employee who is not in a temporary status and is regularly scheduled to work at least twenty-four (24) but less than thirty (30) hours per work week. Regular Part-Time Employees are benefits eligible in accordance with applicable Employer policies.

### 3.3. PER DIEM EMPLOYEES

A Per Diem Employee is an Employee who has executed the Employer's Per Diem Agreement and who is not a Regular full-time or Regular Part-time Employee. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation any vacation or other paid time off, with the exception of sick time, except that they may participate in the applicable retirement plan if they meet the qualification/eligibility requirements of the plan.

### 3.4. TEMPORARY EMPLOYEE

A Temporary Employee is one who is hired to work either part-time or full-time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on a leave of absence, for a short term project or where, in the Employer's discretion, the use of Temporary Employees may achieve the Employer's objectives. The specified period of employment for a Temporary Employee shall not extend beyond one-hundred eighty (180) calendar days. The one-hundred eighty (180) calendar days may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. This period may not be extended by the use of temporary assignments beyond a twelve (12) month period. Temporary Employment lasting for more than the period above or any extension agreed upon shall be reclassified as a regular hours position and shall be posted as a job vacancy in accordance with Article 5 (Job Vacancies, Posting, and Bidding). Temporary Employees will become Bargaining Unit Employees if their employment



lasts one-hundred twenty (120) calendar days or more, however, while in the Temporary Employee status they may be terminated at the Employer's discretion and Article 10 Discipline shall not apply. Temporary Employees may be eligible for certain benefits in accordance with applicable Employer policies. Temporary Employees are employed directly by the Employer and are separate from agency workers and contractors to which this provision does not apply.

### 3.5. RECLASSIFICATION OF HOURS

- a. Part-time or Per Diem Employees who are working a regular full-time schedule for ninety (90) days or more, in the same classification and department shall cause a reclassification of the additional hours to Regular hours if he/she is not working such hours as approved in accordance with subsection 3 below. The additional regular hours will be posted as a vacancy in accordance with Article 5 (Job Vacancies and Posting).
- b. A Per Diem Employee working regular hours as described in subsection 1 above may continue to work in a per diem capacity subject to agreement between the Employer, the Union, and the Per Diem Employee.
- c. This Section E does not apply to any hours worked by Part-time or Per Diem employees who are filling in for leaves of absence, transitional work time, or similar protected leaves.

## **ARTICLE 4 – SENIORITY, REDUCTIONS IN FORCE AND RECALL**

### 4.1. SENIORITY DEFINED

#### a. How Calculated

The Employer will recognize seniority from the Employee's most recent uninterrupted date of hire into the Ambulatory Services Division at Keck Medicine of USC. An Employee's seniority will be interrupted if he/she suffers a loss of seniority under section B below. An Employee's hire date is not interrupted if he/she is on an approved leave of absence. No Employee shall suffer any reduction in seniority as a result of the execution of this Agreement except as provided for in this Agreement.

#### b. Return to Unit

Any bargaining unit Employee who voluntarily separates their employment with the Ambulatory Services Division at Keck Medicine of USC may, at the Employer's discretion, be rehired into the Ambulatory Services Division at Keck Medicine of USC without a break in seniority, provided such return occurs within twelve (12) months of their voluntary separation.

### 4.2. LOSS OF SENIORITY

Seniority shall be lost by:

- a. Termination for cause;
- b. Failure to return from a leave of absence;
- c. Voluntary resignation;
- d. Lay-off with no recall within twelve (12) months.

4.3. REDUCTION IN FORCE (LAYOFF)

- a. In a reduction in force and subsequent recall, the principle of seniority, as defined in Article 4-Seniority, shall govern, providing minimum Qualifications are met.
- b. A reduction in force (layoff) shall be defined as the permanent elimination of an Employee's position. A reduction in hours of a Full-Time or Part-Time Employee(s) which results in an employment status change to Per Diem or results in the loss of the Health Plan is also deemed to be a reduction in force.
- c. Reduction in force language outlined in this Article will only apply to Full-Time and Part-Time Employees, except as otherwise specifically referenced. In the event of a reduction in force, the Employer shall determine the classification and number of positions to be reduced. Reductions shall be conducted by department, classification, employee status (i.e., Full-Time, Part-Time, Per Diem) and shift the with affected Employee(s) determined in the following order:
  - i. Per Diem Employees in the affected classification and shift in order of Seniority;
  - ii. Other Full-Time or Part-Time Employees in the affected classification and shift based on Seniority.
- d. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected Employee(s):
  - i. Step One. The affected Employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive severance benefits in accordance with this Article.
  - ii. Step Two. The affected Employee(s) may apply for any open position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining Unit. Affected employees may exercise this option at any time during Steps 1-5, which shall supersede the bidding process.
  - iii. Step Three. At the Employer's discretion the affected Employee(s) will be placed into any vacant comparable position of the same employee status (i.e., Full-Time, Part-Time, Per Diem), pay and shift within the Bargaining Unit, provided he/she meets the position requirements. Employee(s) placed

into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights. If an Employee rejects an open comparable position offered at this Step, then the Employee will forfeit all displacement rights and such refusal would result in the Employee being laid off but with the forfeiture of recall rights, however, such Employee shall be eligible to receive severance benefits in accordance with this Article.

- iv. Step Four. Employees who are not offered a position under Step 2 or Step 3 may displace the least senior employee in his/her current classification and employment status on another shift, provided he/she meets the minimum position requirements, except an affected Full-Time Employee, at his/her option and at any time within the Steps above, may elect to displace the least senior benefited Part-Time Employee in his/her classification.

No recall rights will be given to any employee who rejects to displace another employee in his/her classification.

- v. Step Five. If there is no less senior Employee in his/her current classification, the Employee may displace the least senior Employee in another classification if the Employee affected by the reduction in force has greater seniority than the Employee in the other classification and the bumping Employee has worked in the other classification within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the Employer, and is able to satisfactorily perform the job with minimal orientation.

#### 4.4. RECALL

- a. All vacancies covered by this Agreement shall first be filled according to Article 5 Job Vacancies/Posting. Employees on layoff may, for a period of twelve (12) months following layoff, be informed by the Union of bargaining unit openings posted for bid. Such persons on layoff will be considered for openings for which they bid and are qualified, along with any current qualified Employees who Request for Transfer for such positions, prior to those openings being filled by outside candidates.

#### 4.5. REDUCTION IN FORCE NOTICE

The Employer agrees to give the Union and each Employee as much notice of a reduction in force as possible, and shall provide such notice immediately upon the Employer's decision to implement reductions in force which will affect Bargaining Unit Employees. It is agreed that an Employee's last day of employment will not be less than two (2) weeks from the date the Union and Employee received notice of the reduction in force. WARN notices shall be provided if required by State or Federal law.

4.6. APPLICATION OF REDUCTION IN FORCE PROCEDURE

The parties recognize that reductions in force are extremely serious matters and that even well intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to Employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure in a specific reduction in force application should the need arise.

4.7. SEVERANCE PAY

- a. Severance pay will be provided to a regular Full-Time and regular Part-Time Employee whose employment is terminated as a result of a reduction in force provided he/she executes the Employer's standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the Employee's current base rate and partial years will not be prorated.
- b. 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 covered, shall have their future entitlement for severance pay adjusted accordingly (e.g. the Employee who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks' less of severance pay in the future).

**ARTICLE 5 – JOB VACANCIES, POSITION AND BIDDING**

5.1. POSTING OF VACANCIES

When a vacancy subject to this Agreement occurs in any bargaining unit position, a notice of that vacancy shall be posted on the intranet for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis. Minimum requirements for vacant positions shall appear on position postings. Postings shall include the hours, shift, and primary assignment and work duties (where applicable). This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled. The Employer may hire a new external employee for any vacancy for which no qualified internal bargaining unit employee has applied within the seven (7) day period.

5.2. APPLYING FOR POSTED VACANCIES

Any eligible Employee who has completed his/her probationary period may apply for a posted vacancy by applying through the Employer's online application system. Probationary Employees may apply for posted vacancies only with Employer approval, which shall not be unreasonably withheld. In order for an Employee to be eligible for any vacancy, an Employee must have completed the probationary period in his or her current position or obtained approval from the appropriate Administrative and Management persons. "Qualified" for this Article means satisfactory performance history in the Employee's current position as well as the necessary

competencies, skills, education, ability, certification, and/or credentialing needed to perform the duties of the new position with only minimal orientation or training.

- a. Employees expected to be on vacation for a period of more than seven (7) days may submit an Application for Promotion and Transfer Form for a potentially available position. Such request must be submitted in writing to the Human Resources Department. It is understood that any written request under this Section is limited to vacancies or potential vacancies in permanent positions subject to this Agreement. When completing the Employer required form, the Employee shall be responsible for providing contact information. Should the Employee qualify for the position during this period, the Employer shall contact them and the Employee must be available for an interview in person or by telephone within seven (7) business days of notification.

### 5.3. PREFERENCE ORDER

- a. Preference among those applying shall be given in the following order among applicant Employees from the same preference level:
  - i. Qualified Full-Time or Part-Time Employees on layoff from the same position and classification as the vacancy. Where two or more Employees are relatively equally Qualified, seniority shall govern.
  - ii. The most Qualified Full-Time and Part-Time Employee from within the bargaining unit, including Full-Time and Part-Time Employees on layoff and regular Employees who remain on the Per Diem list who have been laid off. Where two or more Employees are relatively equally Qualified, seniority shall govern. In the event a less senior employee is selected for an open position the Employer shall provide, at the Union's request, an explanation of why, in its determination, the selected Employee was the most Qualified.
  - iii. The most Qualified Per Diem Employee from within the bargaining unit. Where two or more Employees are relatively equally Qualified, seniority shall govern. In the event a less senior employee is selected for an open position the Employer shall provide, at the Union's request, an explanation of why, in its determination, the selected Employee was the most Qualified.
  - iv. Other applicants.

The Employer shall be the sole judge of the fitness and Qualifications of any applicant.

### 5.4. NOTIFICATION OF SELECTION

Employees submitting a written bid for a posted vacancy under this subsection shall be timely informed by the Employer whether or not they are awarded the position.

### 5.5. APPLICABILITY

It is understood that the applicability of this Section is limited to vacancies in Bargaining Unit positions and not day to day assignments arising from rotation of personnel, paid time off, or sickness relief.

### 5.6. EVALUATION PERIOD AFTER PROMOTION OR TRANSFER

Employees who are promoted to a new position or who transfer to another position through the posting process shall have orientation as necessary, and such Employees shall have up to thirty (30) days of evaluation of their performance. If, at any time within the thirty (30) day period, the Employee fails to perform satisfactorily, such Employee shall be returned to his/her former position, including shift, assignment, and scheduled hours without loss of seniority, provided that the position still exists; if the position no longer exists, such Employee will be returned to an open comparable position to the former position for which they are Qualified.

## **ARTICLE 6 – NON-DISCRIMINATION AND HARASSMENT**

### 6.1. DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any Employee/applicant because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, union status, or any other characteristic protected by applicable state and federal laws including, the California Fair Employment and Housing Act, Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

### 6.2. HARASSMENT

- a. The Employer and the Union are committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, gender identity, or any other legally protected characteristic.
- b. The Employer will take all reasonable steps to protect any Employee who, in good faith, reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is substantiated, appropriate remedial steps will be taken in an effort to stop the harassment and prevent its recurrence.

### 6.3. REMEDIES

- a. Any Employee who believes to have experienced unlawful harassment, discrimination, or retaliation or to have been unfairly accused of engaging in discrimination or harassment must, as a prerequisite to any relief, make use of the complaint and investigative, and appeal, procedures provided by the

Employer's Equal Opportunity Policy and as provided by Human Resources and the Office of Equity and Diversity of the University of Southern California ("OED").

- b. After a final decision as to the outcome of the complaint and the Employer has taken final action pursuant to that decision, an Employee who is not satisfied with the results of that investigation, or any actions taken or not taken by the Employer pursuant to that investigation, may either pursue the grievance procedures set forth in Article 9 of this Agreement or, in the alternative, such other legal or arbitral forum that might be available to the Employee, but not both.

#### **ARTICLE 7**

[Intentionally left blank.]

#### **ARTICLE 8**

[Intentionally left blank.]

### **ARTICLE 9 – GRIEVANCE AND ARBITRATION**

#### 9.1. DEFINITION

- a. Grievance: A grievance is a dispute over an alleged violation of a specific provision of this agreement.
- b. Employee grievance: An Employee grievance is a grievance filed by the Union on behalf of any employee.
- c. Union grievance: A Union grievance is a grievance filed by the Union on its own behalf.
- d. Employer grievance: An Employer grievance is a grievance filed by the Employer.

Employer grievances shall be commenced at Step 2.

No Grievance shall be considered under the Grievance procedure unless it is timely presented as provided in this Article.

Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

#### 9.2. PROCEDURE

A Grievance as defined herein, shall be considered in accordance with the following grievance procedure and no grievance shall be considered which has not been presented in accordance with this procedure, including the specific timelines established herein.

### STEP 1:

An Employee must make a reasonable effort to resolve any possible dispute informally in a discussion with the Employee's immediate supervisor, or with the Manager and/or Director of the Department in which the Employee works. If an Employee is unable to resolve the possible grievance, the Union Steward (if requested by the Employee) and the Employee will have a discussion with the Manager and/or Director. This requirement must be satisfied before a written grievance is submitted at Step 2. Under no circumstance will the time to file a written grievance under Step 2 be extended to accommodate the Step 1 meeting.

If the grievance is the result of a suspension or termination, the grievance may begin at Step 2.

### STEP 2:

If an Employee or Union grievance cannot be resolved informally, it shall be reduced to writing. The written grievance shall be submitted to the HR Director, Ambulatory or his/her designee within fourteen (14) calendar days after the event on which the grievance is based. The written grievance form must (1) allege the violation of a specific provision or provisions of this Agreement, (2) identify the specific provision(s) (article, section and subsection) allegedly violated, (3) set forth the date, time and description of the Step 1 meeting, (4) identify the name(s) of the aggrieved Employee(s) or group of Employees (if identified by unit or group, the form must identify at least two (2) aggrieved Employees), (5) set forth all factual grounds upon which the allegation is based, including the date of the alleged violation and (6) each specific remedy or correction that is being sought from the Employer. Within fourteen (14) calendar days after receipt of the written grievance, a meeting shall be held with the HR Director, Ambulatory or his/her designee to discuss the grievance. In the case of any Employee grievance both the grievant and a Union Steward or Field Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the designated representative of the party charged with the violation shall respond to the grievance in writing.

Employer grievances shall begin at Step 2. The Employer must discuss its grievance with the duly authorized Field Representative in an effort to resolve the dispute. This requirement must be satisfied before the Employer submits the grievance to arbitration in Step 3.

### STEP 3:

If the response of the party charged with the violation in Step 2 is not satisfactory to the other party, the other party may submit the grievance to arbitration by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and providing the other party written confirmation the request has been timely submitted. In order to be timely, the FMCS request must be filed and confirmation provided to the charged party must be received within fourteen (14) calendar days after the receipt of the Step 2 response.



### 9.3. ARBITRATION (Step 3)

- a. If agreement is not reached at Step 2 the grieving party shall, if at all, within fourteen (14) days after the receipt of the Step 2 response, advance the grievance for binding arbitration pursuant to the rules of the FMCS by requesting a panel of arbitrators and providing written confirmation of the request to the other party. The party filing for binding arbitration shall request a panel of seven (7) arbitrators, each of whom must be members of the National Academy of Arbitrators and shall have a "First Business Address" located within the FMCS' Metropolitan Area for the Employer. The Employer and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if the Employer or the Union finds an otherwise compliant panel to be unacceptable, a second panel may be requested. The jurisdiction of the arbitrator shall not exceed those subjects identified herein in the original Step 2 grievance document.
- b. A hearing on the grievance shall be held at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
- c. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. The Arbitrator shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date. The Arbitrator shall have no power to engage in any form of interest arbitration.
- d. In the event an unfair labor practice charge is deferred to arbitration, the arbitrator shall have the authority to resolve the unfair labor practice charge under the then applicable standard of the National Labor Relations Board.
- e. Should the Union want any Union Stewards to attend and/or Employees to be witnesses at any arbitration hearing, the Union shall provide the Employer at least two weeks advance notice and the Employer shall release such Employees from work, without pay, but may stagger the release of Employees so as to not interfere with operations.
- f. Grievances related to the same incident involving multiple Employees will be consolidated and considered as one grievance. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

- g. The costs of the arbitration, which shall include the fees and expenses of the Arbitrator, the court reporter's appearance fee, and the cost of neutral facilities shall be borne equally by the parties. No party shall pay any fees owed to the other party's own representatives and/or wages to the other party's witnesses for time lost.

#### 9.4. TIME LIMITS

Time is of the essence and the time limits and other procedural requirements set forth in this Article must be strictly adhered to. No request for extension may be considered unless submitted before the expiration of the applicable time limit. Failure of any party bringing a grievance to meet any deadline or to respond within fourteen (14) calendar days of a request by the other party to advance the process shall constitute a waiver of the grievance and no further action may be taken on it. Likewise, failure of any party responding to a grievance to meet any applicable deadline within the applicable time limits, shall permit the grieving party to immediately advance the grievance to the next step. In the event of a dispute over whether any party has failed to adhere to any timing or formal requirements of this article, the other party may insist upon bifurcation of the arbitration with one arbitrator determining whether the grievance is arbitrable and a different arbitrator, if necessary, issuing an award on the merits.

### **ARTICLE 10 – DISCIPLINE**

#### 10.1. JUST CAUSE

The right to maintain discipline is vested exclusively with the Employer. The Employer may only discipline or terminate an employee for just cause, taking due consideration of the nature of the offense and the Employee's service history, including prior disciplinary history and duration of time since any related or similar discipline had been issued. Any discipline or discharge may be subject to the grievance procedure in Article 9.

#### 10.2. PROGRESSIVE DISCIPLINE

The Employer generally utilizes a system of progressive discipline. Progressive steps may include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. The parties recognize that where circumstances so justify, including the nature or seriousness of the infraction, the Employer maintains the right to impose just cause discipline which skips one or more steps, including immediate termination of employment.

#### 10.3. INVESTIGATORY SUSPENSION

No Employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days.

#### 10.4. WRITTEN DISCIPLINARY ACTION

A written warning is a document designated as such by the Employer. An Employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the Employee's agreement with the substance of the warning. A Union grievance

contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

10.5. DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILES

- a. There shall be one official personnel file for all bargaining unit Employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the Employee's file in accordance with the Section.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case where the Employer and the Union agree to revise personnel record disciplinary material, the Employer shall, upon request, provide evidence of the revision.
- d. No disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance.

The parties agree that previous disciplinary incidents of egregious behavior, such as racist, sexist, and or violent conduct, can be used in demonstrating a pattern of behavior, and may therefore be considered in determining appropriate progressive discipline.

- e. An Employee shall request in writing to access and inspect their official personnel file by filling out an Inspection/Request Form available in the Human Resources Department.
- f. Within twenty-one (21) days of receipt, Human Resources will provide the Employee access to inspect the Employee's official personnel file in one of the following manners, as designated by the Employee:
  - i. Personal review by the Employee by scheduling a mutually convenient, reasonable meeting; or
  - ii. Review by a Union Representative by scheduling a mutually convenient, reasonable meeting.
- g. Upon request and following inspection, an Employee shall be provided a copy of identified pages of their Human Resources Personnel File bearing his/her signature. The request for these copies must be made in writing to Human Resources. Copies of these documents shall be provided to the Employee as soon as practical and at a charge to the requesting Employee.

- h. An Employee may access such files once a year, except that any Employee who is disciplined, investigating their own grievance, or in response to an evaluation or verification of competency, may access such file within fourteen (14) days of such request.

#### 10.6. PROBATIONARY EMPLOYEES

An employee will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Employer's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the employee and the Union.

#### 10.7. ADDITIONAL REPRESENTATION RIGHTS

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

### **ARTICLE 11 – HOURS OF WORK, OVERTIME, AND SCHEDULING**

#### 11.1. STATE AND FEDERAL WAGE AND HOUR LAWS

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

#### 11.2. WORKDAY AND WORKWEEK

A workday is defined as the consecutive twenty-four (24) hour period beginning at 12:00 midnight each day.

- a. A workweek is defined as the seven (7) calendar day period that starts at 12:00 midnight on Sunday and ends at 11:59 p.m. the following Saturday.
- b. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Employer to comply with such laws so long as such changes are not designed to evade the overtime requirements.
- c. Nothing herein shall be deemed or construed to change the Employer's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for purposes of calculating for overtime compensation.

### 11.3. PAYROLL PERIOD

The payroll period will consist of a fourteen (14) day period that begins on Sunday at 12:00 midnight and ends on Saturday of the following week at 11:59 p.m.

### 11.4. OVERTIME

- a. Mandatory Overtime. Overtime and shifts beyond the employee's schedule shall be in accordance with state law or regulations.

The Employer shall make every reasonable effort to avoid mandatory overtime. In cases where mandatory overtime is required it shall be done in the following order:

- i. Volunteers
- ii. Contracted Workers
- iii. Temporary Employees
- iv. Per Diem Employees
- v. Part-Time Employees
- vi. Full-Time Employees

Overtime shall be given using the same procedure as in Call Off/Flexing Section below.

- b. An employee working any hours that would require the payment of overtime must verbally notify his/her supervisor of the situation prior to leaving at the end of the shift.
- c. Employees working overtime shifts will not be cancelled on their regularly scheduled day, by the employer, in order to avoid paying premium pay, on the following week.

### 11.5. SHIFTS

- a. "8 and 40" Work Schedule. An employee who is assigned to an "8 and 40" work schedule will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked after the first eight (8) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- b. Ten (10) Hour Shifts. An employee who is assigned to work ten (10) hour shifts will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) hours in a workweek and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- c. Regular Rate. For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.

- d. Split Shift. Except at the request of the Employee, the Employer will not split shifts once an Employee has reported to work. Provided operations support the request, the Employer shall not unreasonably deny such requests by an Employee.

#### 11.6. WORK SCHEDULES AND POSTING

- a. The Employer will maintain regularly scheduled hours. Such schedules will cover a minimum period of four (4) weeks. Work schedules will be posted fourteen (14) days in advance of their commencement dates. For those employees whose schedules are fixed, they will be exempt from this requirement. For those employees who schedules vary from week to week, this fourteen day (14) day minimum posting applies.
- b. Changes to the regular schedule will be made only by agreement between the employee and the Employer. Requests by employees for changes to an approved schedule must be made and approved in writing or online via the scheduling program, if applicable by the department Director or his/her designee.
- c. A regularly scheduled employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled employee in the same classification provided they have substantially equal competencies and an ability to handle the responsibilities of the shift without any additional training. Such trades are subject to the written or electronic approval of the department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade will not be approved if it would increase overtime costs for the Employer.
- d. Should the Employer determine that it is necessary to change/revise a schedule(s) for more than sixty (60) minutes, and if the changes affect more than three (3) current employee(s) in positions covered by the CBA, the Employer agrees to notify the affected Employees in writing no less than thirty (30) days prior to the implementation date. If the Union requests, the Employer will meet with the Union Steward and Union Representative to make a reasonable attempt to review/revise the schedule so as to have the least impact on the fewest number of full-time and part-time staff possible. None of the foregoing shall affect the Employer's ability to make any changes or exercise any rights provided for in Article 21-Management Rights.

#### 11.7. WEEKEND SCHEDULING

The Employer will notify the union no less than 30 days of its intent to change and/or add weekend scheduling to the work schedule.

#### 11.8. CALL-IN PROCEDURE

An employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur. An employee must call in at least two and a half (2 ½) hours

prior to the commencement of an absence. Compliance with this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

#### 11.9. CALL OFF/FLEXING

- a. Call Off/Flexing as Time Worked. If an employee is cancelled or volunteers to take time off, the hours that an employee was scheduled to work shall count as time worked for the following, including but not limited to:
  - i. Vesting and service credit under the retirement (403b) plan;
  - ii. Waiting periods under health insurance and other fringe benefit plans;
  - iii. Vacation and sick time accruals.
  
- b. Order of Call Off/Flexing. Subject to patient care staffing needs, including adequate qualifications of employees, when it is necessary and unavoidable to call off an employee, the Employer shall Call Off/Flex employees in the following order:
  - i. Volunteers
  - ii. Contracted Workers
  - iii. Temporary Employees
  - iv. Per Diem Employees
  - v. Part-Time Employees
  - vi. Full-Time Employees
  
- c. Within each category above, Call Off/Flexing shall be by rotation beginning in reverse order of seniority, with the exception of Volunteers who will be Called Off/Flexed Off in seniority order, provided the remaining employee(s) are able to perform the work. Unit or department Call Off/Flexing rotation list shall be maintained, posted and made available to Union Stewards and Staff Representatives, upon request.

Each instance of Call Off/Flexing is considered an incident, regardless of the number of hours not worked as a result of Call Off/Flexing.
  
- d. The employer will accept volunteers for Call Off/Flexing before any other employees provided that such voluntary Call Off/Flexing does not result in retaining an employee at premium pay who would have been Called Off/Flexed if the Employer had followed the list above, unless the Employer permits.
  
- e. Call Off/Flexing Notice. For employees called off before the shift commences, the Employer will attempt to Call Off/Flex Employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a Call Off/Flex during the shift, when necessary.
  
- f. Call Off/Flexed Employees Off the Schedule. Once called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work.

11.10. NO GUARANTEE

Nothing in this Agreement shall be construed to constitute a guarantee of hours of work per day or per week or of days of work per week.

11.11. NO PYRAMIDING

There will be no pyramiding of overtime and premium payments for the same hours worked.

**ARTICLE 12 – ALTERNATIVE ASSIGNMENTS**

12.1. DEFINITION

It is understood that due to the fluctuating needs of the Call Center, staffing fluctuations and mutual desire to facilitate cross-training, the Call Center has needs to have Employees work outside the standard assignments. This can include, but not be limited to, Employees performing work in other Bargaining Unit classifications, Patient Access Liaisons working outside their regular specialty area and Employees working at affiliated clinics and other locations when needed and/or for training and integration purposes.

12.2. IN UNIT ALTERNATIVE ASSIGNMENT ORDER

It is understood the Patient Access Liaison III classification is expected to be multi-disciplinary and multi-specialty. As such, Alternative Assignments will be assigned first to them. If no Patient Access Liaison III is available other classifications may be given an Alternative Assignment based on need and availability in the following order within the Classification:

- a. Volunteers
- b. Contracted Workers
- c. Temporary Employees
- d. Per Diem Employees
- e. Part-Time Employees
- f. Full-Time Employees

12.3. IN UNIT ALTERNATIVE ASSIGNMENT ROTATION

Except for Patient Access Liaison IIIs, the order of assignment for Employees will be on a rotational basis by Classification and within each of the categories of Employees described above. Nothing shall preclude any employee from volunteering for assignment outside of his/her rotational order.



#### 12.4. CLINICAL OR OTHER OUTSIDE ALTERNATIVE ASSIGNMENTS

The Employer may assign an Employee to work at an affiliated clinic or other location to perform training and/or integration assignments for up to one (1) week, though this time period may be extended by mutual agreement between the Employer and the Union. The Employer will provide the Employee at least one (1) week advance notice, arrange for no cost parking at the alternative location, provide reimbursement for any additional commuting mileage beyond the Employee's regular commute and meet with the employee to address and minimize any hardship.

#### 12.5. ALTERNATIVE ASSIGNMENT CONDITIONS

Assignments shall be subject to the following conditions and limitations:

- a. Orientation. Fully qualified employees may be assigned within the bargaining unit provided the Employee has received orientation and training, and has the necessary current competency for the assignment.
- b. Compliance with Law. Alternative Assignments of Employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.

### **ARTICLE 13 – COMPENSATION**

#### 13.1. IMPLEMENTATION OF WAGE RATES AND RATIFICATION BONUS

- a. Effective July 1, 2021, the Employer will adopt the wage schedule set forth in Appendix A based on years of relevant experience.
- b. Effective no sooner than the end of the fourth pay period following ratification of the contract each full-time and part-time Employee covered by this Agreement will have their hourly wage increased to the greater of (1) four percent (4.0%) above their current rate of pay or (2) an increase to the appropriate step rate corresponding to their years of experience and job classification as described in Appendix A, except in the event an Employee's appropriate rate would result in more than a ten percent (10%) increase by moving to their appropriate step on the wage schedule that Employee's increase shall be limited to ten percent (10%) above their current base rate.
- c. Effective the first pay-period following July 1, 2022 all full-time and part-time bargaining unit members shall have their hourly wage rate increased to (1) the appropriate step rate corresponding to their years of relevant experience and job classification as described in Appendix A or (2) at the rate of 3.5%, whichever is greater.
- d. Effective the first pay-period following July 1, 2023 all full-time and part-time bargaining unit members shall have their hourly wage rate increased to (1) the appropriate step rate corresponding to their years of relevant experience and job

classification as described in Appendix A or (2) at the rate of 3.0%, whichever is greater.

- e. In recognition for ratification of the new collective bargaining agreement and related conditions of this proposal, the Employer shall provide a one-time Employee Appreciation Bonus within forty-five (45) days of ratification. All Full-time, Part-time, and Per Diem Employees will receive a one-time Employee Appreciation Bonus in the following amounts:
  - i. Full Time Employees: \$1,850
  - ii. Part Time Employees: \$925
  - iii. Per Diem Employees: \$925

### 13.2. PAY PRACTICES

- a. Pay Rate upon Promotion
  - i. A promotion is defined as a change in classification or classification level to a higher rated position in which the rate of pay of the new classification as set forth in Appendix A exceeds the Employee's current rate of pay. A promotion must always result in an increase of pay of at least two percent (2%) or to the classification minimum rate of pay set forth in Appendix A, whichever is greater. Incumbent Employees, similarly situated within the job classification, will not be brought up automatically to the promoted Employee's wage rate based on the two percent (2%) promotion increase.
  - ii. Pay raises to promoted Employees referenced herein shall be effective on the date the promoted Employee assumes the duties of the new classification.
- b. Pay Rates Preserved
  - i. No wage or benefit increases will be provided following the expiration of this Agreement, except as may be established as a result of future bargaining. The purpose of this language is to preclude any claim that this Agreement establishes a pattern of increases in wages, health fund contributions, or service charges that continues automatically after the contract expires.
  - ii. Notwithstanding the above, no Employee shall suffer any reduction in wage rate as a result of the execution of this Agreement, except as provided for in this Agreement.

### 13.3. JOB CLASSIFICATIONS AND RECLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the Employer. The Employer shall timely notify the Union of

all meaningful changes to job content and responsibilities. In the event an Employee believes his or her job is inaccurately described or that it has changed and, as a result of that change, should be upgraded, the Employee may appeal such rating and seek an upgrade by bringing such claim to the attention of his/her supervisor. If a satisfactory resolution is not forthcoming at that level, the matter may be appealed by the Union through the grievance procedure and, if necessary, to arbitration. In the event it is determined that a wage increase is in order, the adjustment shall be retroactive to the implementation date of the subject job changes.

#### 13.4. PAYDAY AND PAYCHECK

- a. Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a University holiday, in which case the payday will be Thursday.
- b. The Employer will continue its current practice regarding the direct deposit of paychecks.
- c. Where an error by the Employer results in paycheck underpayment, upon Employee request, such error will be expeditiously corrected. However, where the underpayment results from an Employee error, it will be corrected on the next paycheck.
- d. The Employer will comply with its obligations under state law regarding paycheck stubs.

#### 13.5. BONUSES

##### a. Referral Bonus

The Employer may establish a policy of paying referral bonuses on an as-needed basis. In the event a referral bonus is to be instituted, modified or discontinued, notice will be given to the Union.

##### b. Certification Bonus

Effective upon ratification of this agreement.

- i. The Employer will pay advanced certification recognition bonus to eligible bargaining unit employees in certain job classifications who obtain a certification as a Certified Access Healthcare Associate from the National Association of Healthcare Access Management.
- ii. Certifications must be directly related to the area in which the employee regularly works in order to be eligible for recognition bonus compensation. Determination of whether the certification is sufficiently related to the employee's regular work assignment will be made by the Employer. Certifications that are a minimum requirement of the job as established by

the Employer or are required by law or regulation are not eligible for bonus consideration.

- iii. Certification Recognition Bonuses will be paid to eligible employees as follows:
  - (a) Initial Certification (the first time an employee has acquired the certification while an eligible employee at the employer): The initial Certification Recognition Bonus is five hundred dollars (\$500).
  - (b) Re-certification (renewal of existing certification while an eligible employee at the employer): The Re-Certification Recognition Bonus is two hundred fifty dollars (\$250).
  - (c) Initial Re-certification (where prior certification has lapsed and certifying agency certifies that conditions for certification have now been satisfied while an eligible employee at the employer): The initial Re-Certification Bonus is one hundred twenty-five dollars (\$125).
- iv. Certification Recognition Bonuses and application for reimbursement are deemed approved and payable upon receipt of the completed Certification Recognition Bonus Form including a copy of the following items as appropriate:
  - (a) Certification Certificate
  - (b) Certification exam results
  - (c) Dated letter from certifying agency asserting that conditions for continuing certification have been satisfied.
  - (d) Copy of the cancelled check submitted for the application fee or a receipt.
  - (e) Other evidence deemed necessary by the Employer.
- v. Certification Recognition Bonuses are paid when all conditions are met, and are not prorated or extended. Employees must complete and submit the necessary documentation within sixty (60) days of qualifying event (certification or re-certification). Employees must be actively employed on the date the Recognition Bonus is paid, and not be in a notice period in order to receive the bonus.
- vi. Certification/Re-certification bonuses are taxable income subject to federal, state, and/or local withholdings.

- vii. Certification Recognition Bonuses for certifications acquired prior to employment at the employer will not be provided retroactively.
- viii. Employees who are under active formal disciplinary action are not eligible to receive the Certification Recognition Bonuses.
- ix. Employees achieving certification or re-certification while on a leave of absence of thirty (30) days or greater shall receive certification recognition bonuses if and when they return to work in an eligible status.

#### 13.6. SHIFT DIFFERENTIALS

The Employer will pay an evening shift differential equal to \$1.00 per hour for all hours worked on any shift where the majority of the hours worked are between 3:00 p.m. to 10:59 p.m.

The Employer will pay a night shift differential equal to \$1.50 per hour for all hours worked on any shift where the majority of the hours worked are between 11:00 p.m. to 6:59 a.m.

#### 13.7. PRECEPTOR PAY

- a. An Employee, who is assigned to be a preceptor to train another Employee in his/her same classification, shall receive a preceptor differential equal to five percent (5%) of her/his base rate of pay for each hour acting as a preceptor for the training of the employee.
- b. A preceptor is an Employee who, based on their experience/performance, is designated by the Employer to train newly hired or newly transferred Employees. The preceptor will orient and train the new Employee to their roles and responsibilities on their unit and introduce them to the formal and informal rules, customs, culture and expectations of their position.
- c. A preceptor may be required to float but will not be subject to daily cancellations during their preceptor period.

#### 13.8. REPORT PAY

- a. Each workday an employee is required to report to work and does report to work, he/she will be provided with at least half of their scheduled shift up to a maximum of four (4) hours' work or any combination of work and pay totaling four (4) hours. If the employee agrees to report to work a second time in any one (1) workday and does report, he/she will be provided with a minimum of two (2) hours' work or any combination of work and pay totaling two (2) hours. If the Employer offers an employee an assignment other than the regular assignment and the employee refuses the alternate work no report pay will be paid.
- b. The employee will not be paid report pay if the Employer makes a reasonable effort to notify the employee at least two (2) hours prior to the start time that the employee

should not report to work. It shall be the employee's responsibility to keep his/her current phone number on file with the Employer.

- c. Report pay will not be paid to an employee who is called back to work from stand-by/on-call status.
- d. The Employer shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Employer's control.

#### 13.9. NEW CLASSIFICATIONS AND JOB DESCRIPTIONS

- a. In the event that the Employer wishes to establish a new job classification in the bargaining unit, the Employer and the Union will meet and negotiate over rate of pay and job duties. During such negotiations the Employer may post positions and implementing the classification at its proposed rate. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach agreement, the Employer may implement its last proposed rate.
- b. The Employer shall maintain and review job descriptions for all classification, which will be timely and remitted to the Union.
- c. Upon request to the Human Resources Director, or designee, the Employer shall provide the Union or employee with any existing job description and/or individual position descriptions, for covered employees. These shall be emailed and made available to the requesting party within five (5) calendar days of any such request.

#### 13.10. WORKING OUT OF JOB CLASSIFICATION

Any employee directed to relieve another employee in a higher paid classification shall receive the higher rate, or five percent (5%) increase, whichever is higher, for all hours worked in the higher classification, except when the employee works one-half (1/2) or more of the shift in the higher classification and then the employee shall receive the higher rate or five percent (5%) increase for the entire shift. Overtime rates shall be calculated on the higher rate for all hours of overtime worked in the higher pay classification. An employee assigned to relieve another employee in a lower paid classification shall continue to receive his/her own wage rate, and shall not be reduced to the lower wage rate.

#### 13.11. PER DIEM WAGE RATES

In the event Per Diem Employees are utilized by the Employer, and are not covered by an established "Per Diem" wage rate, the parties shall meet to determine the wage rate.

#### 13.12. MODIFICATION OF PRACTICES

There shall be no individual bargaining with Employees over wages, hours and working conditions. Where the Agreement explicitly allows Employee agreement, it shall not be coercive. If requested, by either party, the parties agree to discuss modifications or improvements to terms

and conditions of current practices but such agreement does not require the Employer to agree to anything or limit or reduce the Employer’s Management Right to make modifications or enhancements to employee compensation that exceed the requirements of this Article.

13.13. MINIMUM RATES

No Employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement except as provided for in the Agreement.

**ARTICLE 14 – TIME OFF**

14.1. VACATION AND SICK TIME

- a. The Employer will grant Regular Full-Time and Part-Time Employees sick and vacation time as income replacement to enable them to take approved time off from scheduled work for vacations, healthcare needs including illnesses, injury, or doctor or dentist appointments. Sick time may also be used to meet those same needs for eligible family members. Each eligible Employee accrues vacation and sick hours, which must be used to replace missed scheduled hours when taking time off for those purposes.
- b. Eligible Employees will earn Vacation and Sick hours each pay period, based on length of service and scheduled hours.
- c. The standard bi-weekly and annual accrual schedule will be as follows:

**Full-Time Employees Paid Vacation**

<b>Length of Service</b>	<b>Bi-Weekly Accrual</b>	<b>Annual Accrual</b>	<b><u>Maximum</u></b>
31 days – 4 years	<b>3.7 hours</b>	<b>96 hours</b>	<b>192 hours</b>
4+ years – 9 years	<b>5.54 hours</b>	<b>144.04 hours</b>	<b>288 hours</b>
9+ years	<b>7.39 hours</b>	<b>192.14 hours</b>	<b>384 hours</b>

**Full-Time Employees Sick Time**

<b>Bi-Weekly Accrual</b>	<b>Annual Accrual</b>	<b><u>Maximum</u></b>
<b>3.7 hours</b>	<b>96 hours</b>	<b>96 hours</b>

- d. The maximum amount of Vacation hours an Employee can accumulate is 200% of the Employee's annual accrual (the “Cap”). The maximum amount of Sick hours an Employee can accumulate is 96 hours annually (the “Cap”). At the point the Cap is reached, accruals will cease until the hours’ balance is reduced below the Cap.

- e. Vacation and Sick hours accrued by employees prior to the effective date of this Agreement are vested and count towards the Cap. Any future accrual will be in addition to those hours. During any period in which an Employee is on Leave of Absence, paid or unpaid, and has no scheduled hours, he or she will not accrue Vacation or Sick hours.

14.2. WINTER RECESS

The Employer will maintain its current practice of awarding employees 24 hours of Winter Recess Leave each year posted on or about December 15th. Employees may schedule time off with pay for up to one year following such award, or may use such award to provide payment for time off due to cancellation/flex-off. Winter recess leave may be combined with Vacation/Sick and Holiday Time off.

**ARTICLE 15 – BENEFITS**

15.1. HEALTH INSURANCE

Employees in the bargaining unit shall be eligible to participate in designated USC healthcare plans on the same terms and conditions as offered to its unrepresented unit employees except as provided herein. Eligibility to participate in the plan(s) and the specific benefits available under the plan(s) shall be determined by the terms of the plan documents.

- a. Medical. No later than thirty (30) days before the commencement of open enrollment of each year, the Employer will notify the Union of any known plan changes and will meet and confer upon request.

Effective January 1, 2022, Employees will be eligible for the following benefits:

- i. Option A - Anthem MyChoice HMO Plan. Employees will be eligible to enroll in the Anthem MyChoice HMO Plan as it may be modified from time to time. The Anthem MyChoice HMO Plan will continue to provide substantially equivalent coverage in 2022, 2023 and 2024.

Employees enrolled in the Anthem MyChoice HMO Plan will pay no premium contribution in 2022, 2023, and 2024 at all levels of coverage (Employee, Employee/Adult, Employee/Child(ren), Employee/Family).

- ii. Option B – Other Plans. Employees will be eligible to enroll in the USC Trojan Care EPO, USC EPO Plus, USC PPO or Kaiser HMO under the same design, premiums and co-payments provided to non-bargaining unit employees, as they may be modified from time to time.

The Employer shall maintain all benefits information, including rates and plan descriptions, available for Employees to review.



- b. Dental
  - i. Option A: Delta Dental PPO Plan. Employees will be eligible to enroll in the Delta Dental PPO Plan under the same design, premiums and co-payments provided to non-bargaining unit employees, as it may be modified from time to time.
  - ii. Option B: United Concordia DHMO Plan. Employees will be eligible to enroll in the United Concordia DHMO Plan under the same design, premiums and co-payments provided to non-bargaining unit employees, as it may be modified from time to time.
- c. Vision. Employees are eligible to enroll in the University's vision plan and any other vision plan available to non-bargaining unit employees under the same design, premiums and co-payments provided to non-bargaining unit employees.
- d. Payment In Lieu Of Health Benefits. A Regular Full-Time or Part-Time Employee may have the option to waive all health benefits (medical, dental and vision) provided herein and will be paid thirty-five dollars (\$35) per pay period in lieu of being covered by such health benefits. The Employee must elect this option during the annual benefit open enrollment period. Such Employee is otherwise fully participating in all features of the Agreement.
- e. Other Benefits. All Employees will be eligible for the University's Center for Work and Family Life, Child Care Programs, Flexible Spending, Long-Term care insurance, and Legal Services program under the same terms and conditions as provided to other University staff employees, as such plans or programs may be terminated or modified from time to time.

The University reserves the right to alter, modify, substitute, or terminate existing plan(s), or add new plan(s), at any time, and nothing in this Agreement shall limit the University's right to do so as long as the change(s) also apply to all other unrepresented staff employees of the University.

## 15.2. DISABILITY AND LIFE INSURANCE

- a. Employees will continue to be eligible for the Life and AD&D Insurance under the same terms and conditions as provided to non-bargaining unit employees; as such plan may be amended from time to time.
- b. Disability Insurance will be offered on the same terms and conditions as offered to other non-union employees. Such plans may be changed, modified, terminated or amended as long as such revisions are applicable University wide.

## 15.3. RETIREMENT

Employees covered under this Agreement shall be covered under the same Employer retirement plans and programs and on the same terms and conditions as those offered to the Employer's non-

bargaining unit employees. Eligibility to participate in the plan and the specific benefits available under the plan shall be determined by the terms of the plan documents.

The Employer may alter, modify or substitute its retirement plan during the term of this Agreement and nothing in this Agreement shall limit the Employer's right to do so as long as the change(s) also govern(s) all other non-union employees who are enrolled in the same plan; however, if said plan is canceled, the Employer and the Union will meet and confer regarding the effects of such cancellation for the employees covered by this Agreement.

## **ARTICLE 16 – HOLIDAYS**

### **16.1. HOLIDAY PAY**

The Call Center shall continue to follow the USC paid University Holidays Policy and will observe the following paid holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Jr. Day	

Part-time benefits eligible Employees shall be paid holiday pay if a holiday is observed by the Employer on the Employee's regularly scheduled workday.

### **16.2. MISCELLANEOUS**

In addition to these nine (9) holidays, there may be other days during the year when it may be determined by the Employer to close a department or operate with a minimal staff. Those who work these other days are not eligible for premium pay. Employees who are scheduled off prior to the holiday due to pre-approved time or department closure may use accrued Vacation.

### **16.3. SCHEDULING ON HOLIDAYS**

The Employer will determine the appropriate level of staffing and number of bargaining unit Employees in the Call Center and may choose to operate on a reduced schedule. To schedule bargaining unit Employees on a holiday, the Employer shall first call for volunteers. In the event there are more Employees volunteering to work on the given holiday than needed, the Employer shall schedule based on seniority. In the event there are too few Employees volunteering to work on the given holiday, the Employer shall first reasonably attempt to schedule additional non-Bargaining Unit resources (i.e. contract workers or non-BU temporary employees), and then schedule according to reverse-seniority.

## ARTICLE 17 – HEALTH AND SAFETY

### 17.1. GENERAL

The Employer has the obligation to provide a safe and healthy environment for employees and patients. The Employer shall comply with all applicable Federal and California laws and regulations pertaining to occupational and general safety and health standards.

#### a. Reporting of Health and Safety Hazards

It is the duty of all Employees and Management to comply with health and safety regulations, and if any safety or health hazard is detected by an Employee, the Employee shall promptly report it to the Employer and the Employer shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Employer of any potential health and safety hazards, violations, or problems of which it is aware and the Employer shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any Employee for reporting, in good faith, health and safety concerns to the Employer or to the Union or to federal or state authorities.

Given the time sensitivity to these type of concerns, the Employer and the Union agree to promptly meet to resolve any concerns related to any of the subjects in this Article. Both parties shall make reasonable efforts to resolve the concerns internally. Should the parties not be able to amicably resolve their concerns, either party may request an FMCS Mediator to facilitate a resolution and all parties agree they will continue to attempt to resolve the concerns internally, and without resort to taking any issue public or to any federal or state authorities or regulatory agency until completion of mediation or forty-five (45) days (whichever shorter).

#### b. In-Service

The Employer shall provide regular in-service or other training and information to Employee concerning health and safety.

#### c. Personal Protective Equipment

Personal protective equipment, as appropriate, will be provided to all Employees who will utilize such equipment.

### 17.2. COMMUNICABLE DISEASES

- a. The Employer will work to eliminate or minimize Employee exposure to communicable diseases. The Employees shall work collaboratively with management to achieve this goal.
- b. The Employer shall provide appropriate and relevant information and training to Employees on communicable diseases to which they may have routine workplace exposure. The Employer shall make appropriate vaccinations available to employees who are at risk of exposure to infectious agents.

- c. Hepatitis B vaccine shall be made available free of charge and at an Employee's request.
- d. The Employer will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the employee.

### 17.3. WORKPLACE VIOLENCE

The Employer will maintain a comprehensive workplace violence prevention program. The parties also acknowledge that no employee should have to endure any act of violence or threat or implied threat of violence from any other person and that should an Employee engage in such conduct it would be just cause to terminate their employment.

### 17.4. COUNSELING

The Employer will make available the resources of the University Center for Work and Family Life to bargaining unit Employees under the same terms and conditions as made for non-union employees.

### 17.5. PHYSICAL EXAMINATIONS

- a. All physical examinations required of an Employee in connection with his/her Employment, according to the practice of the Employer, shall be given without charge, provided such examination is conducted by an Employer-designated physician, nurse practitioner, or designated registered nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Employer, Title XXII, or the Department of Health Services. All time spent by an Employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the Employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.
- b. An examination conducted by any other physician, nurse practitioner or designated health care provider may be acceptable at the Employer's option for purposes of compliance with state law, but in these cases the Employer shall have no financial obligation for such examination(s). The amount of time that would have been spent in having the Employer-designated physician or employee registered nurse perform the examination(s) shall be considered as hours worked.

### 17.6. SECURITY

The Employer will provide reasonable security for Employees at all times in and around the Employer's premises. The Employer will meet with Employees to discuss concerns related to security, if requested to do so.

17.7. INJURY PREVENTION

The Employer will comply with state and federal regulations regarding employee injury prevention.

**ARTICLE 18 – EDUCATION BENEFITS**

18.1. TUITION REIMBURSEMENT BENEFITS

Tuition reimbursement shall be available to eligible Regular Full-Time and Part-Time Employees upon satisfactory completion of pre-approved qualified college or university coursework and on the same basis as the Employer's non-union employees.

18.2. MANDATORY IN-SERVICE AND EDUCATIONAL CLASSES

- a. Employees will be compensated as time worked for all in-service meetings or classes designated by the Employer as mandatory.
- b. The Employer will pay Employees at their benefited rate of pay (or overtime, if applicable) for all hours spent attending courses required by the Employer in order to retain their current positions. In order to be eligible for payment, eligible Employees must obtain prior written approval from their Director to attend any such course offered at the Employer's facility. If no such course is reasonably available at the Employer's facility, the Employees may, with prior written approval from their Director, attend the course at a nearby location or facility. No tuition fee will be charged to Employees for such courses.
- c. The Employer will pay Employees at their benefited rate of pay (or overtime, if applicable) for all hours spent attending courses and will reimburse the Employees for the tuition fee provided such courses are attended by the Employees at the request of their Director and the Employees have obtained prior written approval from their Director to attend such courses.
- d. With respect to Paragraphs 2 and 3, "travel time" to and from such course will be paid in accordance with the requirements of federal and state wage and hour laws.
- e. Employees will only be scheduled to attend in-service meetings or classes on days on which they are regularly scheduled to work and will earn the same pay than they would be entitled to had they been working those hours as part of their regular schedule. When it is not possible to schedule an Employee to attend a meeting or class on a day he/she is regularly scheduled to work, the Employee may attend only if he/she has signed up for the class beforehand and his/her attendance is approved in writing by his/her department's director.

### 18.3. ADDITIONAL EDUCATION PROGRAMS

#### a. USC Tuition Assistance Benefit Program

Employees covered by this Agreement remain eligible for participation in the Employer's Tuition Assistance Plan on the same basis as the Employer's non-union employees and in accordance with the provisions of said plan. Said plan or eligibility may be canceled by the Employer at any time during the term of this Agreement and in such event employees covered by this Agreement shall no longer be eligible for the tuition assistance benefits thereunder.

#### b. Tuition Exchange Scholarship Program

Employees continue to be eligible for the Tuition Exchange Scholarship Program. Tuition Exchange is not a benefit but a selective and competitive scholarship. It is understood that such a program may be cancelled or modified by the Employer at any time during the term of this Agreement.

## ARTICLE 19 – LEAVES OF ABSENCE

### 19.1. STATUTORY LEAVES

The Employer will comply with its obligations under federal and state law regarding leaves of absence, including but not limited to leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301).

### 19.2. UNION LEAVE

Notwithstanding the above, Employees who have been employed by the Employer for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed one year. No more than one (1) bargaining unit Employee may take such a leave at any one time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.

a. Health Insurance. Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.

b. Unpaid. Union leaves of absence are unpaid.

c. Accrual of Benefits. A Union leave of absence will not affect previously accumulated benefits. However, Employees taking this type of leave will not accrue benefits while on unpaid leave.

d. Return to Work. When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same

classification, position, shift, unit and scheduled hours in which such Employee was employed before their absence. If conditions have changed that it would not be feasible to reinstate the Employee in such manner, then the Employer will reinstate the Employee to as nearly comparable position and shift as is reasonable under the circumstances. If an Employee wishes to return from leave early the Employee give the Employer at least four (4) weeks' notice prior to reinstatement.

### 19.3. GENERAL LEAVE OF ABSENCE

An Employee may request a General Leave of Absence. Such leave may be granted for reasons other than an Employee's own serious health condition or disability or the Employee's need to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An Employee requiring a leave for those reasons should apply for Family Leave or Medical Leave and may only apply for a General Leave of Absence if they have exhausted all entitlements to other leaves provided by law. A General Leave of Absence may be granted for up to thirty (30) days; however, such leave may not be used to extend a vacation, or other vacation time. The leave may be extended beyond the initial thirty (30) days at the discretion of the Employee's Department Head/Director and HR Administrator, Ambulatory.

- a. Benefit Accrual. A benefit-eligible Employee on a General Leave of Absence will continue to accrue all benefits in accordance with the benefit plans. A benefit-eligible Employee on a General Leave of Absence will not continue to accrue vacation or other paid time off, but may use vacation until the vacation account has been exhausted.
- b. Continuation of Health Benefits. Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.
- c. Requests in Writing. A request for a General Leave of Absence must be submitted in writing and must be approved in writing by the Employee's Department Head/Director and Employer Human Resources Department before the leave begins.

### 19.4. RETURN TO WORK FROM A LEAVE

When an Employee returns to work, in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if vacant. If not, the Employer will reinstate the Employee to a comparable vacant position, provided the Employee satisfies the job requirements and it is reasonable to believe that he/she can satisfactorily perform the job with minimal orientation and training within two (2) weeks. Notwithstanding the foregoing, the Employer will provide additional return to work protection should it be required by law. Any return to work is contingent upon the Employee's ability to perform the essential functions of the position with or without reasonable accommodation.

19.5. MEDICAL DISABILITY LEAVE

- a. Employees shall be granted leaves of absence when an Employee is unable to work because of disability or illness. The Employer will grant such leaves according to state and federal law and this Agreement.
- b. Additionally, employees shall be granted leaves of absence for physical or mental disabilities, where the necessity for such absence has been certified by the employees' attending physician; such leaves shall be subject to the Return from Leave provisions of Section D., above.

19.6. CONTINUATION OF HEALTH BENEFITS

Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.

19.7. LENGTH OF LEAVES

Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed one year unless:

- a. otherwise required by law;
- b. otherwise provided in this Article; and
- c. except in the case of Workers' Compensation leaves which will be handled on a case-by-case basis, but in no event shall be less than required by law and no less than that provided for other Medical leaves.

19.8. USE OF PAID TIME OFF DURING LEAVES

Except as otherwise agreed, Employees will use any accumulated vacation and sick time, in accordance with the vacation and sick time policies plan policy, in connection with leaves of absence granted pursuant to this Article. If the Employee elects to utilize vacation time and/or reserve sick benefits sick time during a leave covered by state Workers Compensation or State Disability benefits, such vacation time or sick time benefits shall be integrated with the state benefits in order to fully replace the Employee's regular wages, until such benefits are exhausted.

19.9. MODIFIED DUTY PROGRAMS

- a. In the case of worker compensation injury, the Employer will make every effort to return an Employee with temporary restrictions to a job, which he/she can perform with comparable wages, shift, and hours in accordance with the Transitional Duty/Modified Duty Program.
- b. Prior to participating in the Transitional Duty/Modified Duty Program, an Employee shall be provided Transitional Duty/Modified Duty Program Information.



#### 19.10. BEREAVEMENT LEAVE

In the event of a death in the immediate family, an Employee will be allowed three (3) scheduled shifts off with pay to a maximum of thirty-six (36) hours, immediately following the death, to arrange or attend the funeral. Bereavement Leave should be taken within the seven (7) day period following the death. In the event of extenuating circumstance, bereavement leave may be taken at a later date. Cases will be decided on a case by case basis by the Department Supervisor/Manager or his/her designee.

a. Immediate Family

“Immediate family” is defined as: spouse, parents, aunt, uncle, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and mothers-in-law, stepsisters, stepchildren, step-grandchildren, legal wards and domestic partners.

b. Pay

The Employee will be paid his/her base hourly rate for each of the scheduled shift(s) missed (up to thirty-six (36) hours), and may be required to furnish satisfactory evidence to support the leave.

c. Additional Bereavement Leave

At the Employee’s option, two (2) additional days of time off may be used for bereavement purposes in addition to the paid bereavement leave above and vacation time must be utilized. At the Employer’s discretion, additional bereavement day or days may be granted.

#### 19.11. JURY DUTY LEAVE

a. Eligibility

Regular Full-Time Employees and Part-Time employees called to jury duty after completing ninety (90) days of employment may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a regular full time Employee cannot be excused or cannot rearrange her/his working schedule to avoid a conflict, the Employee will be paid her/his base daily rate for each full working day missed because of jury duty for a maximum of eighty (80) hours pay within a thirty-six (36) month period, except where otherwise required by law. A Part-Time Employee may receive up to a maximum of forty (40) hours pay within a thirty-six (36) month period, except as otherwise required by law. Any additional time served on jury duty by the Employee during this period shall be without pay.

b. Jury Duty Attendance and Work Requirement

i. Evidence of jury duty attendance must be presented to the Employer.

- ii. An Employee required to report for jury duty will be excused from work on the day(s) the Employee is required to report to the court for jury duty. However, if excused from jury duty two (2) hours or more prior to the start of an Employee's regular shift, the Employee will contact their supervisor or director to determine if needed, and if needed the employee will come to work for that shift. Night shift Employees will be excused the shift before and the shift after they are required to report to court for jury duty.

c. Return to Work

It is the Employee's responsibility to report for employment at the end of an approved leave (not daily) for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.

d. Continuation of Benefits

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

19.12. WITNESS LEAVE

An Employee who is required by law to appear in court as a witness may take time off for such purpose provided he/she gives the Employer reasonable advance notice. An Employee who appears as a witness at the request of the Employer will receive pay at his/her base rate during such time.

19.13. PAY AND BENEFITS

Unless otherwise required by law or otherwise required by this Agreement, leaves of absence under this Article and Agreement shall be unpaid. Employees on leaves of absence other than Union leaves of absence shall be eligible to continue to participate in the Employer's insurance and benefits plans in accordance with the terms and conditions of those plans.

19.14. REDUCTION IN FORCE

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

19.15. TERMINATION DURING LEAVE OF ABSENCE

Unless otherwise required by law, an Employee may be subject to termination during a leave of absence for reasons including but not limited to the following:

- a. Failure to keep the Employer informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.

- b. Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.

#### 19.16. PHYSICAL EXAMINATIONS

The Employer reserves the right to require any employee on any medical or disability leave, including maternity/pregnancy leave, to be examined at the Employer's expense by an Employer selected physician prior to his/her return to work.

### **ARTICLE 20 – SUCCESSORSHIP**

In the event of sale or transfer of control of the Employer's Call Center, the Employer shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, the Employer shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all or substantially all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing bargaining agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, the Employer shall have no further obligation to the Union with respect to a sale or transfer of control as set forth herein.

### **ARTICLE 21 – MANAGEMENT RIGHTS**

Subject to the laws and regulations governing the healthcare industry, the Employer retains, solely and exclusively, all the rights, powers, discretion and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a specific provision of this Agreement, including the right to manage and operate its business, determine, create, adopt and/or implement and to change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any non-contractual benefit or policy or practice not specifically addressed and controlled by another provision of this Agreement. The exercise of this right shall not be a breach of this Agreement and shall not be subject to negotiations (meeting and conferring) between the Employer and the Union. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from registries or other temporary help agencies; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to determine staffing patterns and levels and the number and type of employees needed; (ix) to lay off employees; (x) to hire, transfer and promote employees; (xi) to demote, suspend, discipline and discharge employees; (xii) to determine competency and fitness for duty and to maintain the discipline and efficiency of its employees; (xiii) to determine job content, description and qualifications and to establish work standards, including productivity standards, and schedules of shifts and operations; (xiv) to specify or assign work requirements and overtime; (xv) to assign

work and decide which employees are qualified to perform such work; (xvi) to determine working hours, shift times, assignments, and days off, including on-call requirements; (xvii) to adopt rules of attendance, performance, conduct, appearance and safety, and penalties for violations thereof; (xviii) to determine the type and scope of work to be performed and for the services to be provided; (xix) to determine whether work will be assigned to bargaining unit employees or other individuals; (xx) to determine the methods, processes, means and places of providing service; (xxi) to determine the quality of services; (xxii) to acquire and dispose of equipment and facilities; (xxiii) to determine the places where work will be performed, including whether to require, permit or modify remote work or work from home for all or some bargaining unit employees, either permanently or temporarily, or to assign bargaining unit employees to perform work at other non-bargaining unit locations temporarily or on a rotational basis; (xxiv) to hire temporary employees or use employees from other non-bargaining unit locations for designated periods of time; (xxv) to pay wages and benefits in excess of those required by this Agreement, including referral, incentive or merit bonuses (xxvi) to effect technological changes in its equipment and operations, including automation, monitoring and infographics; (xxvii) to establish and require employee adherence to training and quality assurance programs and standards; and (xxviii) to sell, close, suspend or dispose of all or part of the Call Center operations. The Employers' failure to exercise any right, prerogative, or function hereby reserved to it or the Employers' exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 22 – SUBCONTRACTING**

The Employer may subcontract all or part of any operation performed by Employees. Where such subcontracting would displace an Employee, the Employer shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting. Additionally, the Employer shall recommend that the contractor offer employment to any current bargaining unit Employees displaced by the subcontracting and shall encourage its contractors to honor “a position of neutrality in the event there is a legitimate attempt by a labor organization to organize the subcontractor’s employees.”

## **ARTICLE 23 – UNION SECURITY**

### **23.1. UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT**

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. Concurrent with new employee orientation, the Union will be afforded an opportunity to distribute and collect Union Membership Application/Payroll Deduction Forms.

As a condition of employment, all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

### 23.2. FAILURE TO MAKE REQUIRED PAYMENTS

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/her last known address, in which to comply.

If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

### 23.3. DUES PAYMENT DEDUCTION

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

The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, employee identification number and amount of dues deducted.

The Employer will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Employer and the Union, and will remit such contributions to the Union.

### 23.4. INDEMNIFICATION

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

## **ARTICLE 24 – WORK STOPPAGE**

### 24.1. PROHIBITED ACTIVITY

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, boycott, sit-down, sickout or slow-down, any refusal to cross a picket line at the Employer's premises, or refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods to or from the Employer's premises.

24.2. WAIVER BY UNION

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which an Employee may otherwise have to engage in such conduct is hereby expressly waived by the Union.

24.3. UNION OBLIGATION

If a violation of this Article should occur, the Union shall immediately do everything within its power to terminate the violation.

24.4. PENALTY

Any Employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Employer in its discretion shall determine, provided, however, that such Employee shall have recourse to the grievance and arbitration procedure as to the sole questions of whether he/she in fact participated in such prohibited activity and whether the discipline is discriminatory.

24.5. UNION OFFICIALS

The Union's Labor Representatives and Stewards shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so.

Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this section.

24.6. NO LOCKOUTS

The Employer agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Employer's control.

**ARTICLE 25 – NOTICES TO THE PARTIES**

Notices by the Union to the Employer shall be mailed, by certified mail, return receipt requested, or delivered to the following:

Director, Human Resources Ambulatory Operations  
1510 San Pablo Street Suite 600  
Los Angeles, CA 90033

And

Chief Human Resources Officer  
Keck Medicine of USC  
1510 San Pablo Street Suite 600  
Los Angeles, CA 90033

Notices by the Employer to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

President  
National Union of Healthcare Workers  
1250 45th Street, Suite 200  
Emeryville, CA 94608

#### **ARTICLE 26 – SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect, and the Employer and the Union shall enter negotiations (meeting and conferring); for the limited purpose of amending the provision found to be unenforceable. Such negotiations shall not apply to any other provision of this Agreement, or to any subject other than the subject of the provision found to be unenforceable. Upon any impasse in such negotiations, the Employer shall be entitled to implement its final proposal in such negotiations.

#### **ARTICLE 27 – ENTIRE AGREEMENT (ZIPPER CLAUSE)**

##### **27.1. ZIPPER CLAUSE**

This Agreement represents the final result of full negotiations (meeting and conferring) between the Employer and the Union, and as an indispensable part of the consideration for each agreeing to this Agreement, each waives its rights to require the other to negotiate further, and each excuses the other from any obligation to negotiate further, whether or not the subject was addressed in this Agreement, or was addressed in negotiations, or, for any reason whatsoever, could not have been addressed in negotiations.

##### **27.2. NO OTHER AGREEMENTS**

This Agreement, including all exhibits, represents the full collective bargaining agreement between the Employer and the Union, and there exist no other agreements, oral or written, that define their collective bargaining relationship. In agreeing to this Agreement, neither the Employer nor the Union is relying upon any promise, representation, practice, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement by the Employer and the Union and may not be modified by any oral agreement.

**ARTICLE 28**

[Intentionally left blank.]

**ARTICLE 29**

[Intentionally left blank.]

**ARTICLE 30 – BARGAINING UNIT WORK**

**30.1. SUPERVISORS DEFINED**

The Employer and the Union agree that the term “supervisory employee” or “supervisor” as used in this Agreement is as defined in the National Labor Relations Act. The Employer will not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit. Bargaining unit employees will not perform the work of supervisors or assume supervisory responsibilities or authority.

**30.2. WORK BY SUPERVISORS**

Pursuant to its management rights, the Employer may assign, based on operational needs and its discretion, and nothing in this Agreement shall prohibit, qualified supervisors from performing work under classifications as set out in the Agreement provided that the performance of such work does not result in the displacement of any current Employee. Additionally, the Employer shall not call off scheduled represented Employees solely for the express purpose of replacing them with supervisory employees.

**ARTICLE 31**

[Intentionally left blank.]

**ARTICLE 32 – MEAL AND REST PERIODS**

The Employer will provide meal periods and authorize and permit rest periods in accordance with State law.

**32.1. REST PERIODS**

Employees shall generally be authorized to take rest periods grossing fifteen (15) minutes except as provided below. At all times, the Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding authorizing net ten (10) minute rest periods. Rest periods are based on the total hours worked daily at the rate of one rest period per four (4) hours or major fraction thereof. The rest period shall be in the middle of each work period insofar as is practicable. However, a rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods may not be used to extend an Employee’s meal period, or permit Employees to leave work prior to their scheduled quitting time. It is understood that rest periods are “authorized and permitted” for purposes of compliance with



this Article and the state law unless the Employee's right to take their rest periods is directly interfered with by the Employer.

In the case of urgent, unanticipated operational complications, and after exhausting all other financially-neutral options, the Employer may assign an Employee to a ten (10) minute rest period. Where a ten (10) minute rest period is required it will be requested of all Employees in a working group or pod. In the event the Employer determines that having less than a full working group or pod take ten (10) minute rest periods will meet its operational needs, it will request volunteers for ten (10) minute rest periods prior to assigning them. The Parties agree that the assignment of rest periods in this manner will be rare in occurrence, and will only be in response to new developments, and not in response to known circumstances.

### 32.2. MEAL PERIODS

The Employer will provide meal periods in accordance with State law, including California Labor Code and applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period "waivers," missed meal period penalties, and "on-duty" meal period agreements. Specifically the Employer shall provide Employees an unpaid meal period of at least thirty (30) minutes if the Employee works more than five (5) hours. A second meal period will be provided if an Employee works more than ten (10) hours in one day. Provided, however, that unless an Employee specified otherwise in writing, the Employee shall be deemed to waive the entitlement to a meal period when the Employee works less than six (6) days in one day and shall be deemed to waive one of their two meal periods when the Employee works more than ten (10) but less than twelve (12) hours in one day. The Employer and Employees shall work together, keeping patient service and workflow issues in mind. Unpaid, unworked meal periods will not be counted as hours worked for compensation or in calculating overtime to be paid under any provision of this Agreement. It is understood that an Employee is "provided" a meal period for purposes of compliance with this Article and the Wage Order when the Employer's right to take such a meal period is not directly interfered with by the Employer.

Bargaining unit Employees may request to take an unpaid meal period for longer than thirty (30) minutes and up to sixty (60) minutes, provided they have given the Employer notice within sixty (60) minutes of starting their shift on the day they would like the extended meal period. The Employer may deny such extension of the meal period based on volume of work or other operational concerns, but such requests shall not be unreasonably denied

### 32.3. EMPLOYEE RESPONSIBILITIES

Employees are required to take all meal period and rest periods as scheduled and may not miss a meal or rest period without the express authorization of his or her supervisor. Employees whose rest and/or meal periods are not scheduled by the Employer are authorized, permitted and expected to take them in accordance with this Article. It is an Employee's responsibility to (a) timely provide both the advance notice and the explanation called for in this section and (b) claim the premium payment described in the next provision.

#### 32.4. VIOLATIONS OF RIGHTS TO REST AND MEAL PERIODS

Anytime an Employee's right to a meal or rest period is interfered with or the Employee believes he/she was not provided a meal or rest period due to Employer operations, he/she must provide an explanation as to why the meal or rest period was missed. An Employee shall be provided a premium payment equal to one hour of his/her base rate of pay for any day which his/her right under the applicable Industrial Welfare Commission Wage Order to the appropriate meal or rest period(s) are interfered with. The Employer shall promptly pay any premium payment due under this Section. In the event an Employee does not receive a penalty payment called for by or otherwise has a dispute related to this Section, such dispute shall be resolved exclusively through the grievance and arbitration procedures under Article 9. The only alternative permitted form of dispute resolution is that an Employee may bring an individual claim to the California Division of Labor Standards Enforcement (DLSE) provided that any single adjudication by either an arbitrator or the DLSE shall be final and binding as the means for addressing any disputed penalty payment or other dispute related to this Section. Employees who report missed meal or rest periods due to inability to leave the workstation or Employer interference shall not be subject to discipline in retaliation for such reporting missed meal or rest periods.

#### **ARTICLE 33 – PARKING**

The Employer will provide free parking within a reasonable distance of the workplace.

ARTICLE 34 – TERM


Except as otherwise provided in this Agreement, this Agreement shall become effective upon ratification and shall continue in full force and effect until April 30, 2024. This Agreement shall be automatically renewed and extended from year to year without addition, change or amendment, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the term of its desire to terminate, change, amend or add to this Agreement.

For the Union:


For the Employer:

By:   
Sal Rosselli, President

11/4/21  
Date

By:   
Rod Hanners  
CEO Keck Medicine of USC  
President and CEO of USC Health System

12/6/21  
Date

By:   
Amanda Falcon


11/22/21  
Date

By:   
Matthew McElrath  
Chief Human Resources


12/15/21  
Date

By:   
Amber Vizcarra

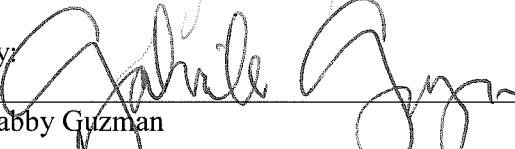
11/22/21  
Date

By:   
Dayana Ruiz


11/17/21  
Date

By:   
Lisa Joins,  
Executive Administrator, Human Resources

12/6/21  
Date

By:   
Gabby Guzman


11/18/21  
Date

By:   
Karina Marin

11/18/21  
Date

By:   
Teresa Hernandez

11/19/21  
Date

By:   
Vanessa Fonseca

11/18/21  
Date

By:   
Francisco Cendejas, NUHW Chief Negotiator

11/20/21  
Date

## APPENDIX A – SALARY SCHEDULE

Year 1																	
Job Classifications	0	1	2	3	4	5	6	7	8	9	10	11	12-14	15-17	18-20	21-24	25
Patient Liaison I	\$18.11	\$18.66	\$19.22	\$19.79	\$20.39	\$21.00	\$21.63	\$22.28	\$22.95	\$23.63	\$24.34	\$25.07	\$25.83	\$26.60	\$ 27.40	\$ 28.22	\$ 29.07
Patient Liaison II	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.37	\$28.20	\$ 29.04	\$ 29.91	\$ 30.81
Patient Liaison III	\$21.56	\$22.21	\$22.87	\$23.56	\$24.27	\$25.00	\$25.75	\$26.52	\$27.31	\$28.13	\$28.98	\$29.85	\$30.74	\$31.66	\$ 32.61	\$ 33.59	\$ 34.60
Patient Liaison, Lead	\$22.64	\$23.32	\$24.02	\$24.74	\$25.48	\$26.25	\$27.03	\$27.84	\$28.68	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25	\$ 34.24	\$ 35.27	\$ 36.33
Template Design Specialist	\$21.56	\$22.21	\$22.87	\$23.56	\$24.27	\$25.00	\$25.75	\$26.52	\$27.31	\$28.13	\$28.98	\$29.85	\$30.74	\$31.66	\$ 32.61	\$ 33.59	\$ 34.60
Operations Data and Technology Support Specialist	\$21.56	\$22.21	\$22.87	\$23.56	\$24.27	\$25.00	\$25.75	\$26.52	\$27.31	\$28.13	\$28.98	\$29.85	\$30.74	\$31.66	\$ 32.61	\$ 33.59	\$ 34.60
Year 2																	
Job Classifications	0	1	2	3	4	5	6	7	8	9	10	11	12-14	15-17	18-20	21-24	25
Patient Liaison I	\$18.48	\$19.03	\$19.60	\$20.19	\$20.79	\$21.42	\$22.06	\$22.72	\$23.40	\$24.11	\$24.83	\$25.57	\$26.34	\$27.13	\$27.95	\$28.78	\$29.65
Patient Liaison II	\$19.58	\$20.17	\$20.78	\$21.40	\$22.04	\$22.70	\$23.38	\$24.09	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43
Patient Liaison III	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.50	\$26.26	\$27.05	\$27.86	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	\$33.27	\$34.26	\$35.29
Patient Liaison, Lead	\$23.09	\$23.79	\$24.50	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.97	\$32.92	\$33.91	\$34.93	\$35.98	\$37.06
Template Design Specialist	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.50	\$26.26	\$27.05	\$27.86	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	\$33.27	\$34.26	\$35.29
Operations Data and Technology Support Specialist	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.50	\$26.26	\$27.05	\$27.86	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	\$33.27	\$34.26	\$35.29
Year 3																	
Job Classifications	0	1	2	3	4	5	6	7	8	9	10	11	12-14	15-17	18-20	21-24	25
Patient Liaison I	\$18.84	\$19.41	\$19.99	\$20.59	\$21.21	\$21.85	\$22.50	\$23.18	\$23.87	\$24.59	\$25.33	\$26.09	\$26.87	\$27.67	\$28.50	\$29.36	\$30.24
Patient Liaison II	\$19.98	\$20.57	\$21.19	\$21.83	\$22.48	\$23.16	\$23.85	\$24.57	\$25.30	\$26.06	\$26.85	\$27.65	\$28.48	\$29.33	\$30.22	\$31.12	\$32.06
Patient Liaison III	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25	\$26.01	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00
Patient Liaison, Lead	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.31	\$28.13	\$28.97	\$29.84	\$30.73	\$31.66	\$32.60	\$33.58	\$34.59	\$35.63	\$36.70	\$37.80
Template Design Specialist	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25	\$26.01	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00
Operations Data and Technology Support Specialist	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25	\$26.01	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00

**APPENDIX B – PER DIEM WAGE RATES**

<b>Job Classifications</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Patient Liaison I</b>	\$22.95	\$ 23.40	\$ 23.87
<b>Patient Liaison II</b>	\$24.32	\$ 24.81	\$ 25.30
<b>Patient Liaison III</b>	\$27.31	\$ 27.86	\$ 28.42
<b>Patient Liaison, Lead</b>	\$28.68	\$ 29.25	\$ 29.84
<b>Template Design Specialist</b>	\$27.31	\$ 27.86	\$ 28.42
<b>Operations Data and Technology Support Specialist</b>	\$27.31	\$ 27.86	\$ 28.42

## **SIDE LETTER OF AGREEMENT ON SUBCONTRACTING**

### **A. General**

Notwithstanding any of the terms and provisions of the collective bargaining agreement (CBA) between the parties, the Employer and the Union agree that during the term of this agreement, the Employer will not exercise its right to subcontract bargaining unit work in a manner that displaces any current bargaining unit Employee.

### **B. Term Of Agreement**

This Agreement will go into effect upon the ratification of the CBA and will remain in full force and effect up to the expiration of the CBA on April 30, 2024.

### **C. Grievance And Arbitration**

In the event of any dispute regarding the interpretation, meaning or application of a specific provision of this Agreement, the parties agree and acknowledge this Agreement and the dispute will be subject to the grievance and arbitration procedure of the CBA.

## **SIDE LETTER REGARDING TERMS OF WORKING FROM HOME**

The Parties shall meet and confer within 60 days of ratification of the Collective Bargaining Agreement between NUHW and Keck to discuss and attempt to reach mutual agreement regarding the terms and conditions of continued work from home.

The Employer shall retain the ability to require or permit remote work or work from home for all or some bargaining unit employees.