



NATIONAL UNION OF HEALTHCARE WORKERS

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Collective Bargaining Agreement

With

Prime Healthcare Services

at

West Anaheim Medical Center

October 10, 2021 – October 10, 2024

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ARTICLE 1 – RECOGNITION

Pursuant to an election conducted on June 20, 2017, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees employed at its facility, located at 3033 West Orange Avenue, Anaheim, CA 92804, in the following bargaining unit:

1.1 INCLUDED

All full-time, regular part-time, and per diem technical employees including Licensed Vocational Nurses (LVNs), Registered Respiratory Therapists, Certified Respiratory Therapists, Respiratory Care Practitioners, Radiology Technicians, Radiology Technicians I, Radiology Technicians II, Radiology Technicians III, CT Technicians, Ultrasound Technicians, Nuclear Medicine Technicians, MRI Technicians, Echo Technicians, EKG Technicians, Cardiovascular Technicians, and Operating Room (OR) Technicians employed by the Employer at its facility currently located at 3033 West Orange Avenue, Anaheim, California.

1.2 EXCLUDED

All other employees, registered nurses (RNs), physicians, other professional employees, skilled maintenance employees, business office clerical employees, guards, other nonprofessional employees, managerial employees, confidential employees, and supervisors as defined in the Act.

ARTICLE 2 – UNION REPRESENTATION

2.1 UNION STEWARDS

- a. The Union shall provide the Employer with a written list of Union Stewards after their designations, as they are appointed or as their appointment ends. The functions of the Union Steward include the authority to:
 - i. settle, or assist in settling, problems arising in connection with the application or interpretation of this Agreement;
 - ii. resolve grievances at Step 1, and assist in resolving grievances at Step 2 of the grievance procedure; and
 - iii. serve as a Union representative for investigatory meetings.
- b. If a Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, it shall not be unreasonably denied. If the Employer and the Steward mutually agree to meet during the Steward's work shift, that time will be paid for by the Employer.
- c. 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 the

meeting a minimum of twenty-four (24) hours in advance. The Steward shall notify his/her supervisor of such meeting 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.

d. Paid Time for Union Stewards

- i. The Facility shall provide a maximum of thirty-two (32) hours per month of paid release time for designated Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime.
 - ii. The thirty-two (32) hours provided may be utilized for monthly steward meetings, steward education, and steward trainings. At least fourteen (14) days prior to the request for release the Union shall provide written notice to the Employer. that paid release time is requested and the individuals for whom it is being requested. A steward who is specifically authorized for paid release time will be permitted to leave their normal work to utilize these hours. The parties agree to work together on scheduling issues that may arise, including last minute scheduling changes by either party.
- e. Union Stewards shall not direct any employees as to how to perform or not perform his/her work, shall not interfere with the order of any supervisor, and shall not interfere with the normal operations of the Facility or any employee.

2.2 NEW EMPLOYEE ORIENTATION

The Facility will allow a Union Steward, or Union Representative, up to thirty (30) minutes, at the end of the Facility's orientation program for new bargaining unit employees, to discuss the Union and the terms of the collective bargaining agreement. This presentation shall be voluntary. Should the employee choose to stay, the employee shall be paid a maximum of thirty (30) minutes for this period of time. The Facility shall inform the Union not less than five (5) days in advance of the time and location of orientation. The Union shall be allowed to bring with them and hand out:

- a. a copy of the Collective Bargaining Agreement;
- b. a copy of the Union membership application and dues authorization card; and
- c. a list of Union Stewards and Representatives.

2.3 UNION ACCESS

Duly authorized representative(s) and off duty steward(s) of the Union shall be permitted to enter the facility at reasonable times. The Union shall notify Human Resources in advance of arrival. If outside of normal Human Resources posted business hours, the Union shall notify Human Resources in advance of their scheduled visit. Additionally, the Union shall sign in upon arrival and out upon exiting with the front desk security. The Union representative or steward shall not interfere with the work of any employee. This shall not prevent the Union representative or steward from conferring with an

employee and his/her supervisor or an Employer representative on Employer time in connection with the complaint or problem concerning the employee.

2.4 BULLETIN BOARDS

The Facility shall provide one (1) glass enclosed locking bulletin boards in the cafeteria or at the time clock and a designated space on bulletin boards in Union represented employee breakrooms and lounges for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education and social events.

2.5 USE OF FACILITY CONFERENCE ROOMS

The Employer shall provide the Union reasonable access to on-site conference rooms upon request, based upon availability. In all cases, the Union shall request the conference rooms no fewer than two weeks in advance. The parties understand that there may be periodic circumstances when after scheduling the room, it may be necessary to change due to conflicts. In such an event, the parties will provide notice as soon as a known conflict occurs.

ARTICLE 3 – EMPLOYEE STATUS

3.1 FULL-TIME EMPLOYEE

A Regular full-time employee is an employee who is regularly scheduled to work seventy-two (72) hours to eighty (80) hours in a pay period. Employees in this category are eligible for all benefits.

3.2 PART-TIME EMPLOYEE

A Part Time employee is an employee who is regularly scheduled to work less than seventy-one (71) hours in a pay period, but not less than forty (40) hours in a pay period. Employees in this category are eligible for all benefits.

3.3 PER DIEM EMPLOYEE

A Per Diem employee is an employee who is scheduled on an as needed basis.

Per Diem employees are required to provide a schedule to work at least four (4) shifts per four-week period of which two (2) of these shifts provided shall include availability to be scheduled for the weekends, in order to remain an active staff member. There is a requirement of one major and one minor holiday per year. If a Per Diem employee does not fulfill this requirement over a thirty (30) day period where four (4) shifts are not provided and available to be scheduled, it may be considered a voluntary resignation. In the event the per diem employee is on approved vacation, qualified leave, or other mutually agreed upon relief from providing availability, this section shall not apply.

No change in employment status shall occur if the Employer fails to schedule a Per Diem employee who has provided the minimum four (4) shifts of availability.

3.4 PER DIEM AND PART-TIME CONVERSION

In the event a Per Diem or Part-Time employee works the equivalent of Full-Time hours, in the same classification and department for a minimum period of six (6) consecutive months, such employee may request to have his or her status converted to Full-Time. The full-time position shall be posted and filled in accordance with the process in Article 5, Job Vacancies, Posting and Bidding.

ARTICLE 4 – SENIORITY

4.1 SENIORITY DEFINED

- a. Employees in bargaining unit positions on the effective date of this Agreement shall maintain their seniority as established from their date of hire.
- b. Following ratification of this Agreement, an employee hired into a bargaining unit position at the facility will have seniority based on date of hire into the bargaining unit position.
- c. Per Diem employees shall accrue seniority from their most recent date of employment only for use within the Per Diem employee pool.

4.2 CHANGE OF STATUS

An employee who changes his/her status from Per Diem status to a regular full/part-time status or a regular full/part-time status to a Per Diem status after the effective date of this Agreement retains his/her applicable seniority date.

4.3 RETURN TO UNIT

Any bargaining unit employee who accepts a non-bargaining unit position with the Facility will have no break in seniority provided that they are offered and accept a vacant bargaining unit position within ninety (90) days of the acceptance of the non-bargaining unit position.

4.4 SENIORITY LIST

The Facility shall maintain seniority lists, which will be provided to the Union quarterly.

4.5 LOSS OF SENIORITY

Seniority shall be terminated by:

- a. discharge with cause;

- b. failure to return from a leave of absence or after the waiting period for vacancy, in accordance with the terms outlined in Article 19, Leaves of Absence, of this Agreement;
- c. layoff without recall in excess of twelve (12) months; and
- d. termination of employment without rehire in excess of twelve (12) months.

4.6 REDUCTION IN FORCE AND RECALL

- a. In a reduction in force and subsequent recall, the principle of seniority, as defined in this Article, shall govern.
- b. Reduction in force shall be defined as the elimination of an employee's position in a department or an involuntary reduction from Full Time to Part Time or Per Diem status, or Part Time to Per Diem status. Such reduction may be the result of elimination of position or reduction of hours required to maintain current employee status.
- c. Reduction in force language outlined below in this Article will only apply to Full Time and Part Time employees, except as otherwise specifically referenced.
- 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. An affected employee may elect to be placed in Per Diem status at any time during steps 1 through 4 of the reduction in force process outlined below. An employee who elects either status will retain his/her recall rights.
 - ii. Step Two. The affected employee(s) may apply for and will be given any open position within the bargaining unit for which they meet the position requirements. Affected employees may exercise this option at any time during Steps 1-4 of the reduction in force process. An affected full-time employee, at his/her option, may be placed into any vacant part-time position in the above order, provided he/she meets the position requirements.
 - iii. Step Three. The affected employee(s) at his or her choice, will be placed into any vacant position of the same employment status, pay, shift and comparable job title provided he/she meets the position requirements within the Bargaining unit. Employee(s) placed into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights.
 - iv. Step Four. Employees who do not qualify for placement in Step 2 or Step 3 may displace the least senior employee in his/her current job title and employment status or a lesser employment status, in the following order within their:
 - (a) Department

(b) Facility

Any employee so displaced under Step 4 shall then exercise his/her rights under this Article 4.

4.7 RECALL

- a. An employee on layoff status or whose status was changed as a result of reduction in force, shall have recall rights in accordance with this provision for twelve (12) months from the date the employee was laid off or had his/her employment status reduced. Recall will be by seniority, as defined in this Article.
- b. Employees placed into a position on a different shift, employment status or former job title in Step 3, or Step 4-shall have rights to return to his/her former shift, employment status and job title (within the Bargaining unit), under the recall rights provisions for the defined "recall" period.
- c. A laid off employee may refuse a job offer and retain full recall rights if the job is not comparable in employment status, shift, job title, location and pay to his/her former position at the time of layoff. Additionally, a laid off employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable employment status, shift and job title, location and pay at the time of layoff.
- d. In order to be eligible for recall, the employee must keep the Facility informed as to his/her current address and current telephone number. Recall notice to employees on layoff shall be sent by certified mail, return receipt requested, to the employee's last known address, with a copy sent to the Union. The employee must return from lay-off within twenty-one (21) calendar days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the employee or the Union, or lose all recall privileges.

4.8 PER DIEM AND REDUCTION IN FORCE

In the event of a reduction in force, the Hospital shall first reduce the number of Per Diem hours in the affected department and classification.

4.9 REDUCTION IN FORCE NOTICE

The Facility agrees to give the Union and each employee as much notice of a reduction in force as possible. In no event, shall notice be given to the Union and each employee less three (3) weeks before any implementation of a reduction in force. During the three (3) week period, the Employer shall meet at the Union's request to negotiate over the impact of the layoff on affected bargaining unit employees. WARN notices shall be provided if required by State or Federal law.

4.10 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.

ARTICLE 5 – JOB VACANCIES, POSTING AND BIDDING

5.1 POSTING OF VACANCIES

When a vacancy occurs as a result of a permanently vacated or newly created position in any department subject to this Agreement, it shall be posted on the Employer's website for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis.

Qualifications for vacant positions shall appear on position postings. Postings shall include the shift, job title, primary assignment and work duties (where applicable).

5.2 BIDDING ON POSTED VACANCIES

Any current employee who has completed his/her probationary period, as defined in Article 10 may apply for a posted vacancy by applying for the posted position on the Employer's website and by completing a transfer form provided by the Facility.

5.3 PREFERENCE ORDER

- a. Preference among those bidding shall be given in the following order among bidding employees from the same preference level:
 - i. Full-Time employees from the same department, including Full-Time employees on layoff, and regular employees who remain on the Per Diem list who have been laid off.
 - ii. Part-Time employees from the same department, including Part-Time employees on layoff.
 - iii. Per Diem employees from the same department.
 - iv. Full-Time and Part-Time employees from other departments including such employees on layoff and such employees who remain on the Per Diem list who have been laid off.
 - v. Per Diem employees from other departments.

- vi. Other applicants, including applicants who are former employees of the bargaining unit who left in good standing with not more than one (1) year's absence from the facility.
- b. The above preference order among applicants, and seniority as defined in Article 4 shall govern, provided that:
 - i. the applicant is qualified to fill the vacant position; and
 - ii. approval of applicant will not adversely affect patient care taking into account the applicants' skills, knowledge, experience, and required certifications as applicable.
- c. If the open position is for the same position the employee currently holds, but merely for a different shift, seniority shall apply.

5.4 NOTIFICATION OF SELECTION

Employees submitting an online Application for a posted vacancy under this Article shall be informed by the facility whether or not they are awarded the position within five days following a candidate's acceptance of the open position.

5.5 EXTERNAL SELECTION

For vacancies that cannot be filled internally (i.e. according to the preference order set forth above), the facility may employ the person who, in its judgment, will make the best employee. The facility shall be the sole judge of the fitness of any applicant.

5.6 SENIORITY APPLICATION

The seniority of bidding employees shall be determined by the employees seniority with the facility as defined in Article 4.

5.7 EVALUATION PERIOD AFTER PROMOTION OR TRANSFER

Employees who are promoted to a new position or who transfer to another position through the bidding process shall have orientation as necessary.

5.8 TRANSFER OPTION

Job openings at other Prime Healthcare facilities will be posted on the Prime Healthcare website and will be available to bargaining unit employees on the same basis as other Prime Healthcare employees.

ARTICLE 6 – NONDISCRIMINATION

There shall be no discrimination against any present or future employee by reason of race, religion, color, age, sex, sexual orientation, gender identity, gender expression, national origin,

ancestry, citizenship, marital status, physical disability, mental disability, medical condition, genetic characteristic or information, military and veteran status, pregnancy, breastfeeding or related medical condition, union status, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the ADEA, the California DFEH, etc., or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedures as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based on claims of discrimination.

ARTICLE 7 – HARASSMENT

7.1 HARASSMENT DEFINED

Harassment is defined as unwelcome verbal, visual or physical conduct creating an intimidating, abusive, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including derogatory comments, slurs, jokes, insults, epithets, gestures or teasing), visual (including derogatory posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including assault, impeding or blocking someone's movement, physical interference with normal work or movement, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

7.2 SEXUAL HARASSMENT DEFINED

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

7.3 INVESTIGATION PROCEDURES

Upon receipt of any claim of harassment, discrimination or retaliation the Facility will designate an impartial and qualified investigator who will conduct a fair, timely, and thorough investigation that will provide all parties involved appropriate due process and will reach reasonable conclusions based on the evidence collected. The Facility will also document and track such investigations for reasonable progress and endeavor timely closures of the investigations. To the extent possible, the Facility will endeavor to keep the reporting employee's concerns confidential. Every department head/director/manager/supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to senior management, including the Human Resources Director/Manager. Upon completion of the investigation, the Facility will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Facility determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of

position or title, whom the Facility determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

7.4 NO RETALIATION

No employee will be subject to, and the Facility prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims. If an employee believes someone has violated this non-retaliation policy, the employee should bring the matter to the immediate attention of the Human Resources Director/Manager the Department Head/Director/Manager/Supervisor of his/her Department/Unit, or the confidential compliance hotline number (877) 350-5827. Anyone, regardless of position or title, whom the Facility determines has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination. Any alleged claims of harassment, discrimination or retaliation should be brought to the attention of management.

All such claims shall be subject to the grievance and arbitration procedures as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based on claims of harassment.

ARTICLE 8 – COMMITTEE FOR QUALITY CARE AND WORKING ENVIRONMENT

8.1 ADEQUATE STAFFING LEVELS

The Employer reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, as required by law. Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patient, the employee shall immediately notify the supervisor/manager/ designee who will physically visit the unit to assess the situation. Appropriate action will be taken, if necessary. The Employer shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.

The parties agree there shall be compliance with Title 22, Section 70217, “Nursing Service Staff” in California to the extent it is applicable to bargaining unit employees.

8.2 QUALITY OF CARE AND WORKING ENVIRONMENT COMMITTEES

a. Quality Care and Working Environment Committee Composition

The Employer and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. In recognition of the foregoing, the Employer will establish a committee for

the bargaining units comprised of four (4) bargaining unit employees selected by the Union and comprised of four (4) management employees selected by the Employer. The parties may mutually agree to expand the number of representatives to this committee as the need arises. Bargaining Unit members and Management may attend the Patient Care Committee meeting on an ad hoc basis when addressing their specific department/classification issue.

- i. Purpose. The purpose of this committee is to monitor the quality of patient services and to make recommendations to improve patient service in the context of work design, if applicable or in the current method of system of patient services delivery.
 - (a) To work constructively for the improvement of patient care;
 - (b) To make recommendations to WAMC regarding ways and means to improve patient care;
 - (c) To consider constructively the improvement of safety and health conditions affecting staff.
- ii. Meetings. The Committee shall meet for two (2) hours per month upon request of the Union. The Union shall present Management with a written agenda at least five (5) days prior to the scheduled meeting. Failure to do so may result in cancellation of the meeting. The meetings will be led by the Union and minutes shall be taken by the Union. The Employer will allocate meeting location space.

b. Impact on Other Bargaining Units.

Both parties agree that it is not their intent to make recommendations or resolutions that adversely impact any other bargaining unit.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 DEFINITION

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

9.2 PROCEDURE

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

a. Step 1

- i. An employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor.
- ii. If an employee is unable or uncomfortable to attempt to resolve the possible grievance, the employee and the Union Steward and/or Representative will have a

discussion with the immediate supervisor or Human Resources Representative. This requirement must be satisfied before a written grievance is submitted at *Step 2*. The Union Steward and/or Union Representative shall advise the immediate supervisor or Human Resources Representative that the meeting is a Step 1 meeting.

- iii. If the grievance is as a result of a suspension or termination, the grievance shall begin at Step 2.

b. Step 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within thirty (30) calendar days after the employee had or should have had knowledge of the event which caused the grievance.

The Grievance Procedure is intended to resolve issues at the lowest level possible. As such, the grievant, Union Steward, and/or Union Representative, shall provide in detail all known information involving the issue.

The written grievance must:

- i. allege the violation of a specific provision or provisions of this Agreement; and
- ii. set forth all factual grounds upon which the allegation is based; and
- iii. must include the names of all affected grievants.
- iv. For class action grievances, the class shall be defined.

Within fifteen (15) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Union Steward and/or the Union Representative must be present at the meeting. Within fifteen (15) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

c. Step 3

If the Facility's response in *Step 2* is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's *Step 2* response.

9.3 ARBITRATION

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

An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Matthew Goldberg
Fred Horowitz
Norman Brand
Jan Stiglitz
Doug Collins

If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The Union and the Employer shall alternate striking first. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility 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.

The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She shall not have authority to:

- a. amend or modify any provision of this Agreement; and
- b. render an award on any grievance arising before the effective date, or after the termination date.

The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

9.4 TIME LIMITS

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

ARTICLE 10 – DISCIPLINE

10.1 JUST CAUSE

The Employer will utilize the principles of just cause when issuing discipline up to and including termination.

10.2 PROGRESSIVE DISCIPLINE

Progressive discipline shall be utilized and may include:

- a. verbal warning
- b. written warning
- c. final written warning, disciplinary suspension,
- d. termination of employment

While every effort will be made to implement progressive discipline, instances may occur which require more severe discipline. In such cases, the principles of just cause shall apply.

10.3 INVESTIGATORY SUSPENSION

No employee shall be held in investigatory suspension for more than five (5) calendar days without notice to the Union and the employee. If the investigatory suspension extends beyond five (5) calendar days, employee shall be paid his/her base rate of pay and any differential that is included as part of their regular scheduled hours, after the five (5) calendar days until the conclusion of the investigation or until the employee is returned to work.

10.4 WRITTEN DISCIPLINARY ACTION

An employee who receives a disciplinary action shall be given a copy of the document and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the document. A union grievance contesting a disciplinary action shall be subject to the requirements of the Grievance Procedure in Article 9.

All incidents leading to disciplinary action must be presented to the employee within twenty-one (21) days of the incident(s) or the Employer's knowledge of the incident, unless notice has been given to the employee and the Union. This time limit may be waived if the Employer learns about an incident from an outside agency or patient beyond the twenty-one (21) days. In such event the Employer shall provide the Union with documentation of such notification. Failure to do this will make the disciplinary action untimely.

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.
- 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 Facility and the Union agree to revise personnel record material, the Facility 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, if it is not gross misconduct.
- e. Disciplinary materials, including warnings and complaint letters, shall be inactive after twelve (12) months. Disciplinary actions for gross misconduct shall be inactive after thirty-six (36) months, if the employee is not terminated for the offense. If an employee is on a leave of absence, such time on this leave of absence shall be excluded from the twelve (12) months, or thirty-six (36) months for gross misconduct, and upon return from the leave, the time clock shall continue until twelve (12) or thirty-six (36) months occurs. Vacation is not a leave of absence.

10.6 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 (24) hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

10.7 PROBATIONARY EMPLOYEES

An employee will be on probation for the first six (6) months and may be discharged or disciplined in the Facility's discretion without establishing just cause. Time on a leave of absence, shall be excluded from the six (6) months, and upon return from the leave, the time clock shall continue until six (6) months occurs. Vacation is not a leave of absence.

ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING

11.1 STATE AND FEDERAL WAGE AND HOUR LAWS

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

11.2 WORKDAY AND WORKWEEK

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

- b. A standard workweek is defined as the seven (7) calendar day period that starts at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday.
- c. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Facility to comply with such laws so long as such changes are not designed to evade the overtime requirements.
- d. Nothing herein shall be deemed or construed to change the Facility's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for overtime compensation.
- e. The Employer shall make every effort for bargaining unit employees who generally work 40 hours a week over five (5) days in a work week to provide employees with two (2) consecutive days off.

11.3 PAYROLL PERIOD

The pay period begins Sunday at 12:00 a.m. and ends two weeks later on Saturday at 11:59 p.m.

11.4 MEAL AND REST PERIODS

- a. The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, and missed meal period penalties. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
- b. The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding rest periods.
- c. An employee will make every effort to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Anytime an employee misses a meal period, he/she will complete the "missed meal form" provided by the Employer, by the end of their shift.
- d. Bargaining Unit employees in the Respiratory Department shall not be required to carry their work assigned phone during their meal break or rest break.

11.5 OVERTIME

- a. Mandatory Overtime
 - i. The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or

internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.

- ii. All overtime worked by an employee shall be authorized in advance by the Department Head/Director/Manager/Supervisor.
- iii. An exception to the above, if an employee fails to show up for their shift without two hours prior notice or due to unforeseen circumstances, and the Employer has not yet replaced such employee, the employee on the previous shift may be asked to stay overtime, under the following procedure:
 - (a) On-call staff shall be called in
 - (b) Volunteers shall be solicited
 - (c) Employees on shift, will be assigned by reverse seniority
- iv. LVN's shall not be required to perform overtime if an RN fails to call-in, unless the LVN volunteers.
- v. Employees shall not be required to stay more than two (2) hours beyond their shift, unless they volunteer to stay longer.

b. Eight-Hour Shifts

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

c. Ten-Hour Shifts

An employee who is assigned to work ten (10)-hour shifts will be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) in a workweek and two (2) times her/his regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

d. Twelve-Hour Shifts

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

e. Call Back

An employee who works his/her assigned shift and then is "called back" within the same twenty four hour period to work, will receive time and one half pay (1 1/2) for all

hours over eight in that twenty four (24) hour period and two (2) times the rate of pay for all hours over twelve (12) in that twenty four hour period.

f. 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.

g. There shall be no pyramiding of overtime

11.6 WORK SCHEDULES AND POSTING

- a. The Facility will post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
- b. After the schedule has been posted, an employee's schedule will not be changed without the employee's consent, except in case of unforeseeable and unavoidable operational needs or emergency. The Employer shall give the employee as much notice as reasonably possible. Notice shall include attempting to contact the employee to inform him/her of the change.
- c. Requests by employee for changes to a posted schedule must be approved in writing by the department Director or his/her designee.
- d. A regularly scheduled employee may trade a shift or workday with another regularly scheduled employee provided they have substantially equal competencies. All employee schedule changes must be approved in advance in writing by department Director or designee.

11.7 ALTERNATIVE WORK WEEK

- a. The Employer may implement ten 10 and twelve 12-hour shifts in any unit provided that two-thirds (2/3) of the affected classification of employees working in that unit vote by secret ballot election in favor of these shifts.
- b. Should any group of employees petition to work either ten (10) or twelve (12) hour shifts, the Employer shall consider the request. Upon request from the Union, the Employer shall meet with the Union at a mutually agreeable time within ten (10) days of the petition to discuss the request. If the Employer does not grant the petition under this process, no further petition may be submitted by the affected classification for a period of twelve (12) months.
- c. Should the Employer grant the request, the secret ballot election shall be scheduled within thirty (30) days of such determination. Where alternate workweek schedules are to be instituted, the Employer shall have sixty-days (60) days after the vote to adjust the schedules. This period may be extended by mutual agreement. No dispute arising under this section shall be grievable or arbitrable.

11.8 WEEKEND DEFINITION

A weekend shift shall be defined as a Saturday or Sunday for a day shift employee, and Friday, Saturday and Sunday for a night shift employee.

11.9 CALL-IN PROCEDURE

An employee reporting absent for a shift, or portion thereof, will call in the absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur, but in no event less than two (2) hours prior to the commencement of a shift. If an employee is absent from work for more than one (1) *scheduled* day, the employee must call in to his/her department director or his/her designee each day of the absence unless a date for the returned was approved by his/her department Director or his/her designee. Compliance with this call-in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

11.10 CALL OFF/FLEXING

a. It may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis (Call Off/Flexing). The Employer shall make efforts to avoid call offs and will provide opportunities to cross train in order to minimize impact of call offs. Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use Paid Time Off (where applicable), at employee's discretion.

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. Outside Registry
- ii. Employees receiving double time
- iii. Employee receiving overtime
- iv. Volunteers
- v. Travelers
- vi. Temporary employees
- vii. Per Diem
- viii. Part-Time
- ix. Regular Full-time

Within categories viii and ix above, Call Off/Flexing shall be by rotation beginning in reverse order of seniority provided the remaining employee(s) are able to perform the work. A unit or department Call Off/Flexing rotation list shall be maintained.

The Employer will accept volunteers for Call Off/Flexing before any other employee provided that such voluntary Call Off/Flexing does not result in retaining an

employee at premium pay who would have been Call Off/Flexed if the Employer had followed the list above, unless the Employer permits.

c. Call Off/Flexing Notice

For employees called off before the shift commences, the Employer will 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.

d. Call Off/Flexed Employee 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, unless the employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof. If an employee is flexed at the beginning of his/her shift to a new start time, he/she shall be considered off the schedule until the later start time; such flexing shall be voluntary.

11.11 REPORT PAY

- a. The Hospital shall comply with all state and federal laws concerning report pay, where applicable.
- b. The employee will not be paid report pay if the Facility 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 Facility. In the event the Employer fails to call off two (2) hours in advance of the shift start time, the employee shall receive four (4) hours of pay.
- c. Report pay will not be paid to an employee who is called back to work from stand-by/on-call status.
- d. The Facility 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 Facility's control.

ARTICLE 12 – FLOATING

12.1 DEFINITION

- a. Floating is defined as the temporary reassignment of a staff member to a clinical area outside of their assigned patient care unit.
- b. Employees may be assigned to float to another unit, other than their own, subject to the limitations provided in this Article.

- c. This Article shall only apply to the Licensed Vocational Nurses (LVNs), OR Techs, and Respiratory Therapists. No other bargaining unit classifications shall be required to float outside their department.

12.2 FLOATING ORDER

Employees shall float in the following order:

- a. Volunteers
- b. Registry
- c. Per Diem
- d. Part time
- e. Full-time

12.3 FLOATING ROTATION

Once employees in categories A and B have floated, the order of float for employees within a unit or cluster will be on a rotational basis within each of the remaining categories. Volunteers for floating will be allowed first within C through E above. After volunteers are sought, if there are no volunteers or not enough volunteers, floating shall be done first among Per Diem employees (whether scheduled or working an extra shift); if additional floating is required and/or there are no Per Diem employees working that day, floating shall be done among Part Time employees (whether scheduled or working an extra shift), and the same process shall be followed. Full Time employees (whether scheduled or working an extra shift) are the last option. Floating decisions shall be based on the needs of the patients or department (if non-patient care unit) on the sending and receiving units and the floating conditions and provisions in this Article.

12.4 FLOATING CONDITIONS

Floating shall be subject to the following conditions and limitations:

- a. When an employee is floated to a unit for the first time, the employee will be provided introduction to the physical environment, routine and charting requirements for that unit by the department supervisor or director. Whenever an employee is floated, the director or supervisor will assign core staff to the employee as a resource.
- b. Fully qualified employees may be floated to a different department or unit provided the employee has received orientation in that department or unit and has demonstrated current competence in that department or unit. In the event an employee with limited qualifications is floated to another department or unit to assist other qualified employees, they will be oriented and limited to performing only those tasks they are qualified and competent to perform.
- c. Compliance with Law: Floating of employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.

12.5 VOLUNTARY FLOATING

Nothing herein shall prohibit an employee from volunteering to float to other areas, provided that the Conditions in this Article are satisfied.

12.6 FLOATING RECORDS

The Employer will maintain competency validation, float orientation, and other such relevant float documentation. Float rotation lists will be maintained and will be available for inspection by affected employees in the Unit and job classification. Information in this paragraph shall be made available for each department or unit and provided to the Union upon request.

ARTICLE 13 – COMPENSATION

13.1 WAGES

- a. Placement on the Wage Scale for Full-Time and Part-Time employees shall be based on job classification and completed continuous years of experience.

Years of experience shall be calculated based on when the employee's license was originally obtained. For those positions that does not require a license it will be based on years of experience in which HR can validate.

- i. Effective the first full pay period following January 13th, 2022. All Full-Time and Part-Time employees will be placed on the attached scale with a minimum increase of 3%.
- ii. Effective the first full pay period following January 13th, 2023. All Full-Time and Part-Time employees shall receive an across the board increase of 3%.
- iii. Effective the first full pay period following January 13th, 2024. All Full-Time and Part-Time employees shall receive an across the board increase of 3%.

- e. Per Diem Employees.

Effective the first full pay period following ratification, all per diem employees will be placed on the 10th year rate of the scale or have a minimum increase of 3%.

- i. Effective the first full pay period following January 13th, 2023. Per Diem employees shall receive a 3% wage increase.
- ii. Effective the first full pay period following January 13th, 2024. Per Diem employees shall receive a 3% wage increase.

- 13.2 The wage scale attached hereto as Appendix A shall be implemented.

13.3 NEW HIRES

Full time and Part Time employees: New employees hired into full time or part time positions may be hired on the scale based on their years of experience in the job classification for which they are being hired.

Per Diem employees: Per Diem employees who are hired will be hired on the 10th step rate of the wage scale; and thereafter shall receive the wage increases referenced above for Per Diem employees.

13.4 PROMOTIONS AND TRANSFERS

In the event an employee is promoted or transfers into a higher paid classification, such higher paid classification shall be defined by the start rate for that new classification compared to the start rate for their current classification, the employee shall be placed onto the appropriate step rate on the wage scale, based upon their completed years of experience in that new classification, or shall receive a five percent (5%) increase, whichever is greater.

13.5 PAY RATES PRESERVED

Should an employee be placed in a lower paid job classification for a reason other than a reduction in force, bumping or the employee's choice, the employee shall be placed on the wage scale in the appropriate step based on years of service. However, the employee shall suffer no reduction in their wage rate.

13.6 CHANGE IN STATUS

Should an employee transition, for reasons other than reduction in force, from a full time or part time position, into a per diem position, such employee shall be placed on the 10th Step of the wage scale or shall receive a 5% wage increase, whichever is greater.

Should an employee transition, for reasons other than reduction in force, from a per diem position into a full time or part time position, such employee shall be placed on the appropriate rate of the wage scale, based upon their years of experience in the job classification.

13.7 PAYDAY AND PAYCHECK

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.

The Facility will continue its current practice regarding the direct deposit of paychecks. The Facility will comply with its obligations under state law regarding paycheck stubs.

13.8 DIFFERENTIALS

- a. Shift differentials shall be paid for all hours worked during the following times:
 - i. 3:00pm-11:00pm: \$4.00

- ii. 6:00pm-7:00am: \$6.00
- b. Weekend Shift Differential shall be paid for all hours worked on the weekends as follows:

Beginning Friday at 7:00pm and ending Monday at 7:00am: \$2.00

The following job titles will be eligible for the Weekend Shift Differential:

 - i. Licensed Vocational Nurse
 - ii. Respiratory Therapist
 - iii. Radiology Tech (Ultra Sound Tech, Echo Tech, CT Scan, MRI, Nuclear Med Tech)
 - iv. Cardiovascular Tech
 - v. Surgical Techs
- c. Preceptor Pay

Bargaining Unit members assigned to precept a new employee or a student shall receive an hourly shift differential of \$3.00 for each hour worked in such role.

13.9 RELIEF LEAD DIFFERENTIAL

Bargaining Unit members assigned as a lead or relief lead receive a \$4.00/hour differential on his/her base rate of pay for hours worked in such lead role.

13.10 STAND BY/ON CALL AND CALL BACK STATUS

- a. Bargaining Unit members who are assigned stand by status shall receive the following stand by pay per hour for each hour on standby status. Hours of stand-by/on-call will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

The following Job Titles are eligible for Standby Pay at \$9.00 per hour:

- i. OR Tech
- ii. Rad Tech
- iii. Echo Tech
- iv. Ultrasound Tech
- v. CT, MRI, Nuclear Med Tech

Cardiovascular Techs shall be eligible for Standby Pay at \$10.00 per hour.

- b. Call-Back from Standby Pay
 - i. An employee who is assigned to stand-by/on-call status will be guaranteed a minimum of two (2) hours compensation each time he/she is called in by the department Director or his/her designee.

- ii. When called back an employee will be required to work until released by his/her Department Director or his/her designee. An employee will receive one and one-half (1½) times his/her base rate of pay, rather than stand-by/on-call pay, for all hours actually worked when he/she is called back to work from stand-by status.
- iii. The work time of an employee who is called in from stand-by/on-call status shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.
- iv. Stand-by/on-call and call-back hours are not subject to the weekend scheduling or call-off provisions of this Agreement.

13.11 EXTRA SHIFT PREMIUM

The hospital will pay an extra shift premium of \$150.00 to each full time bargaining unit employee who works an additional shift beyond their regular scheduled shifts in a pay period. For part time and per diem staff such extra shift premium would be paid if the part time or per diem employee had already worked the equivalent of full time hours in the pay period.

- a. Employees who are being paid “on call” or “call-back” are not eligible for the extra shift premium when called back during on call status.
- b. For part time and per diem employees, any unscheduled absence, in the same pay period the extra shift is worked, will disqualify the employee from the incentive premium. If an employee is called off during his/her extra shift, they will receive a pro-rated extra shift premium based upon actual number of hours worked on the shift.

13.12 UNIFORMS

When the Employer requires an employee to wear a specific uniform or color as a condition employment, such uniform will be paid for and maintained by the Employer. The term “uniform” herein means apparel of distinctive design and/or color.

13.13 JOB CLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the Employer. Should the Employer desire to make meaningful and significant changes to current job duties, the Employer shall bargain with the Union over such changes and affects.

13.14 WORKING OUT OF JOB CLASSIFICATION

Any employee who is assigned to work in a higher paid classification represented by NUHW on a temporary short-term basis, shall receive a 5% differential for that shift.

13.15 RADIOLOGY TECHNICIAN CLASSIFICATION

- a. Radiology Tech 1 shall refer to a radiology technician who performs x-rays.

- b. Radiology Tech II shall refer to a radiology technician who performs x-rays and one additional modality, such as but not limited to, Mammograms, CT scans, MRI.
- c. Radiology Tech III shall refer to a radiology technician who performs x-rays and two or more additional modalities.

ARTICLE 14 – MINIMUM RATES

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change.

ARTICLE 15 – BENEFITS

15.1 EMPLOYER BENEFITS

Bargaining Unit members shall be eligible to participate in the Employer's core benefit plans, on the same terms, conditions and basis as other Facility employees, except as provided in this Agreement. Core benefit plans include: Unified EPO Medical-Rx Plan; Value Plan; Dental; Basic Life and Accidental Death Dismemberment (sponsored for full-time employees), Medical Expense Reimbursement Plan (MERP), Medical Opt-Out Policy and Employee Assistance Program (EAP) with identity theft protection and emergency travel assistance services. Voluntary benefit plan options include: Vision, Disability, Optional Life (employee and dependents), Flexible Spending Account (FSA) and Pre-paid legal service.

The Medical-Rx plan will be as provided under the Unified EPO Plan Document (SPD) and its respective Addendum.

A full-time employee is regularly scheduled to work 60 hours each pay-period for medical and 72 hours for all other plans. A part-time employee is regularly scheduled to work 40 hours each pay-period.

Employer Contribution to Medical Premium

Upon ratification, and for the remainder of the Agreement, the Employer contribution for monthly premiums on the Unified EPO plan will be as set forth below:

Unified EPO Plan	Employer Pays % of Cost for	
	Full Time Employees	Part Time Employees
Employee Only	100%	68.3%
Employee + Spouse	90%	69.8%
Employee + Child(ren)	90%	72.0%
Family	86.3%	66.5%

15.2 EMPLOYEE NICOTINE SURCHARGE

The \$13.85 per pay-period surcharge will be waived for the remainder of the Policy Year upon successful completion of a smoking cessation program. The smoking cessation program will be available at no cost to the employee.

15.3 MEDICAL OPT-OUT POLICY

Full-time and part-time employees who wish to voluntarily waive medical coverage through Prime Healthcare and provide proof of active enrollment with an outside health plan, which meets the minimum essential criteria (MEC) per the Affordable Care Act and who provides annual proof of coverage shall be eligible for fifty dollars (\$50.00) per pay period. Annual verification of the alternate health plan during the hospital's Open Enrollment period is required. If annual verification is not provided the employee will not be eligible to receive the applicable waiver credit each pay period.

15.4 SPOUSAL CARVE-OUT

Married Spouse or Registered Domestic Partners who are eligible for medical coverage under their own employer's plan are not eligible to enroll in the West Anaheim Regional Medical Center medical plan. However, they can enroll in the dental, vision and life plans.

15.5 BENEFIT ELIGIBILITY PERIOD

Newly benefit eligible employees can enroll in coverage on the first of the month following or coinciding with two months of employment or status change (e.g., Per Diem to Full-time). Spousal coverage will be determined by the Summary Plan Document (SPD) for the EPO and in accordance with this article.

15.6 PROVIDER AVAILABILITY – TIER 1.5 BENEFIT

When a Tier 1 Prime Healthcare Facility is not available within fifty (50) miles of the employee's hospital of employment, the employee will be referred to a Tier 2 Network Provider by the Prime Utilization Management (UM) department. With Prime UM authorization, employees may utilize the Tier 2 Provider Network with the applicable copay, coinsurance, or deductible as if receiving services within the Tier 1 Prime Provider Network.

15.7 VALUE PLAN

The medical Value Plan shall continue to follow the guidelines, outlined per the Affordable Care Act, to provide essential benefits at least equal in value to the bronze

level benefit available on the healthcare exchange. This includes the annual deductible, annual out-of-pocket maximum, copayments and coinsurance. Employee only contributions will continue to follow safe harbor provisions, not to exceed the applicable percentage of the Federal Poverty Level as defined by the IRS annually.

15.8 OFF-CYCLE OPEN ENROLLMENT

A Special Open Enrollment will occur upon ratification of a final Agreement. New benefits will go into effect immediately following Special Open Enrollment.

15.9 MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

Eligible employees enrolling in MERP, agree to waive participation in the Prime Healthcare medical plan. Employee must have other qualified medical coverage, which meets the IRS's definition of minimum value and does not consist solely of an HRA.

Employee is required to certify annually that the other medical coverage is not a:

- a. High Deductible Health Plan (HDHP) with active contributions to a Health Savings Account (HSA)
- b. Medicare or Tricare (retiree only), Medicaid
- c. Health Insurance Coverage made available thru the Affordable Care Act
- d. Individual Policy
- e. Limited Benefit Health Plan

15.10 ALL OTHER NON-VOLUNTARY EMPLOYEE BENEFIT PLANS

In the event, increased payroll contributions are required, under no circumstances will any required payroll contribution increase by greater than 10% in any plan year for non-voluntary benefit plans.

ARTICLE 16 – HOLIDAYS

16.1 HOLIDAYS, SCHEDULING AND PAY

- a. The following holidays shall be observed:

Major Holidays

New Year's Day

Thanksgiving Day

Day After Thanksgiving Day

Christmas Day

Minor Holidays

Memorial Day

Independence Day/July 4

Labor Day

b. Holiday Scheduling

A bargaining unit employee may be required to work one major and one minor holiday. Employees shall select the holidays that they wish to work. Employees may utilize their seniority through rotation when scheduling holiday work obligation. Preference for holidays worked shall be awarded starting with the most senior employee and then by rotation through the seniority list. By way of example, if five employees choose to work on Thanksgiving Day but there is only a need for three employees, among the five who choose to work, the three top senior employees shall be assigned to work. However, in the following year, as an example, the same three top most senior employee may choose to work Thanksgiving Day, but may not be guaranteed to work, if there are other least senior employees who have chosen that same day, therefore they shall be assigned based upon seniority.

In departments with varying holiday shifts, employees may select their shift, even if it does not conform to the employee's regular scheduled shift.

In the event not enough employees choose to work on a holiday, the Employer may assign holiday schedules to employees in reverse order of seniority.

Holidays worked shall be tracked each year. Holiday shifts may be traded, however, whoever worked the actual holiday shall be tracked. The parties agree that the principal of scheduling holidays will be to ensure there is coverage as determined by the Employer.

c. Holiday Pay

Holidays worked shall be paid a one and one half time the regular hourly rate of pay. If an employee is off work on the holiday, the employee is paid eight hours at their regular rate of pay.

For purposes of compensation, the holiday starts at 11:00pm on the day prior to the holiday and ends at 11:59pm on the day of the holiday.

ARTICLE 17 – HEALTH AND SAFETY

17.1 GENERAL

The Facility has the obligation to provide a safe and healthy environment for employees and patients. The Facility 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 by Employees

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 Facility and the Facility shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Facility of any potential health and safety hazards, violations or problems of which it is aware, and the Facility shall take prompt positive measures to remedy the situation. Issues not resolved, or ongoing concerns may be brought to the Committee for Quality Care and Working Environment. No adverse action shall be taken against any employee for reporting health and safety concerns to the Facility, to the Union or to Federal or State authorities.

b. In-Service

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

c. Personal Protective Equipment

Personal protective equipment, as appropriate, will be provided to all employees who will utilize such equipment in accordance with the Facility-wide exposure control plan.

17.2 COMMUNICABLE DISEASES

a. The Facility will work to eliminate or minimize employee exposure to communicable diseases.

b. The Facility shall provide information and training to employees on communicable diseases to which he/she may have routine workplace exposure. The Facility shall make appropriate vaccinations available to employees who are at risk of exposure to infectious agents.

c. Hepatitis B

Hepatitis B vaccine shall be made available free of charge and at a covered employee's request, if the employee's normal functions include exposure to blood, blood products, bodily fluids, or needlesticks or cuts by other sharp objects that may have patient blood, blood products, or body fluids on them. Such vaccine also will be provided to other employees, at their request, if their normal functions do not include such exposure, but the employee has had an on-the-job needle stick or cut, as described.

d. Needlestick Injury Log

The Facility shall retain its current policy of maintaining a Needlestick Injury Log as required by law.

e. Vaccination

The parties agree that all employees should be encouraged, on a voluntary basis, to receive the seasonal flu vaccination, unless such vaccination is otherwise mandated by law or regulation. Consistent with California law and regulation, the Employer shall continue to provide the flu vaccine to employees free of charge. Each employee, at his/her option, shall have the right to select a non-Thimerosal dosage of the flu vaccine, if provided at his/her facility.

17.3 WORKPLACE VIOLENCE

The Facility will maintain a comprehensive workplace violence prevention program.

17.4 PHYSICAL EXAMS

- a. All physical examinations required of an employee in connection with her/his employment, according to the practice of the Facility, shall be given without charge, provided such examination(s) is conducted by a Facility-designated physician or Registered Nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Facility, 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 or Registered Nurse may be acceptable at the Facility's option for purposes of compliance with state law, but in these cases the Facility shall have no financial obligation for such examination(s). The amount of time that would have been spent in having the Facility-designated physician or Registered Nurse perform the examination(s) shall be considered as hours worked.
- c. An employee who sustains an injury at work, or otherwise becomes ill at work, and who is referred by the Employer to an off-site location for a medical examination will be offered appropriate transportation by the Employer, if such transportation is deemed necessary by the facility.

17.5 PARKING AND SECURITY

The Facility will provide free employee parking within a reasonable distance of the workplace. The Facility will provide reasonable security for employees at all times in and around the Facility's premises. After dark and subject to operational needs of the Facility, a security escort to the parking area will be made available at the request of an employee.

The Facility will meet with employees to discuss concerns related to security, if requested to do so.

17.6 INJURY PREVENTION

The facility will maintain a worker injury management prevention and training program and will comply with state and federal regulations regarding safe patient handling.

ARTICLE 18 – EDUCATION BENEFITS

18.1 TUITION REIMBURSEMENT

Tuition assistance shall be available to eligible full-time and part-time bargaining unit members upon satisfactory completion of a pre-approved qualified college or university coursework.

a. Employee Eligibility

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

- i. Be on the payroll at the time of the course registration through and including the course completion date.
- ii. Employees must be a currently employed, on the payroll and have completed a full one (1) year of employment at the time of course completion in order to receive reimbursement.

b. Qualified Courses

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

- i. Courses must be offered by a recognized, accredited educational institution. Employees must receive at least a C grade or equivalent in the course to be eligible for any reimbursements.
- ii. Eligible expenses for reimbursement include textbooks, enrollment fees, test fees, laboratory fees and tuition.
- iii. Reimbursement will be made only upon successful completion of a course and submission of necessary receipts. Advance payment of tuition expenses will not be issued. To receive tuition reimbursement, grades and necessary receipts must be turned in to Human Resources within 30 days of completion of classes.
- iv. Courses must be job-related or part of a degree program that is job related. Courses taken in preparation for other career opportunities within the Employer may be submitted for consideration. All programs that offer courses that are for an advanced education in a healthcare related field may be approved. This reimbursement is to include college course requirements.

- v. Employees must obtain prior written approval from their department head/director/manager/supervisor and Human Resources before enrolling and commencing course.
- vi. Full time employees may receive up to \$2,000 per calendar year. Part time employees may receive up to \$1000 per calendar year.

18.2 SEMINAR REIMBURSEMENT

Full time and part time bargaining unit members may apply for reimbursement for seminars and CEU courses that are related to their job classification or general field of healthcare that the employee provides or practices. Such reimbursement for seminars shall be up to two hundred and fifty dollars (\$250) annually and the above pre-approval and reimbursement process shall apply.

18.3 ANNUAL CERTIFICATION BONUS

Full time and part time bargaining unit members shall receive a yearly five hundred-dollar (\$500) certification bonus if they have achieved a certification for their classification. The yearly bonus shall apply for each year that the certification is valid. The bonus shall be issued in the month of December, prior to the end of the year. Proof of certification must be presented upon receiving such certification.

NOTE: For all certification listed below, employee will not be eligible for bonus if certification is required on the position job description. Employees must have completed at least one year of service to be eligible.

The Hospital agrees to provide the bonus to bargaining unit members who have received a certification from the following list:

ACRONYM	NAME OF CERTIFICATION
CST	Certified Surgical Technology
CRCST	Certified Registered Central Service Technician
CFER	Certified Flexible Endoscope Reprocessor
ACCS	Adult Critical Care Specialist

Full time and part time bargaining unit members shall receive a one-time payout of five hundred-dollar (\$500) certification bonus if they have achieved one of the following certifications for their classification. Proof of certification must be presented upon receiving such certification.

ACRONYM	NAME OF CERTIFICATION
RDMS	Registered Diagnostic Medical Sonographer (certified with 2 or more body parts)
VI	Vascular Interventional Radiography

ACRONYM	NAME OF CERTIFICATION
RCIS	Registered Cardiovascular Invasive Specialist
GC	Gerontology Certification
WCC	Wound Care Certification
	Tracheotomy Care Certificate

18.4 MANDATORY IN-SERVICE AND EDUCATIONAL CLASSES

- a. Employees will be compensated as time worked for all in-service meetings designated by the Employer as mandatory.
- b. Except where required for registration, certification, licensure or renewal, the Employer will pay employees at their base rate of pay (or overtime, if applicable) for all hours spent attending courses required by the Employer in order to retain their current positions. To be eligible for payment, eligible employee must obtain prior written approval from their Director to attend any such course offered at the facility. If no such course is reasonably available at the facility, the employee may with prior written approval attend a course at another Prime facility or an Employer approved location. No tuition fee will be charged to employees for such courses offered at the facility.
- c. The Employer will pay employees at their base rate of pay or overtime if applicable for all hours spent attending courses provided such courses attended by the employees at the request of their Director and the employee has obtained prior written approval from their Director to attend such courses.
- d. With respect to paragraphs b and c above, “travel time” to and from such course will be paid in accordance with the requirements of federal and state wage and hour laws.

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 with 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 (1) year. The Employer may not permanently fill the employee’s position for the first ninety (90) days, unless the leave is scheduled for longer than ninety (90) days. No more than one (1) 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 will be continued under the provision of COBRA.

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 any benefits while on unpaid leave, including, but not limited to, sick and/or vacation accruals.

d. Return to Work from a Union Leave

If the Union leave is ninety (90) day or less, when an employee returns to duty in compliance with the authorized leave of absence, such employee shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such employee was employed before his/her absence. In the event that the leave is longer than ninety (90) days and the position is filled, 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, he/she must give the Employer at least four (4) weeks' notice prior to reinstatement.

19.3 GENERAL LEAVE

An employee may request a General Leave of Absence. Such leave may be granted for reasons not otherwise covered by State or Federal Law. A General Leave of Absence may be granted for up to thirty (30) days at the discretion of the Facility; however, such leave may not be used to extend a vacation, or other paid time off. The leave may be extended beyond the initial thirty (30) days at the discretion of the Facility.

19.4 REQUESTS FOR A LEAVE OF ABSENCE

Except in an emergency, or where otherwise permitted by law, a request for a leave of absence (e.g., statutory leave, general leave, etc.), and any appropriate and/or required supporting documentation, shall be submitted by the employee, to the Employer at least 30 days in advance of such leave. Such requests will be made by the employee using the leave of absence form provided by the Employer.

An employee requesting an extension of a leave of absence must make such request in writing at least seven (7) days before the scheduled end of the current leave using the process and forms as stated above.

Nothing herein shall prevent the Employer from establishing an automated/electronic submission and approval leave of absence process.

A request for a 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.

19.5 RETURN TO WORK FROM A LEAVE

Any return to work from a leave of absence is contingent upon the employee's ability to perform the essential functions of the position with or without reasonable accommodation, and upon clearance from employees treating Physician, human resources, and employee health.

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.

In addition, an employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such employee was employed before his/her absence when the employee's return date is within thirty (30) days of the commencement of his/her first non-statutory, unprotected leave taken in any rolling twelve (12) month period.

If the position is not vacant and the employee's return date is not within thirty (30) days, the Facility 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. However, if a vacant position within the same classification, position, shift, unit and scheduled hours becomes available within three (3) months of the employee being reinstated into a comparable position, the employee may apply for the position and will be granted priority over all other applicants, except those on the recall list.

If a comparable vacant position is unavailable, the employee will have a thirty (30) day period to obtain another position for which he/she is qualified. During this thirty (30) day period, the employee may apply for a vacancy in his/her prior position, or a comparable vacant position (provided the employee satisfies the job requirements and can satisfactorily perform the job with minimal orientation and training within a two (2) week period) and will be granted priority over all other applicants, except those on the recall list.

If such a position is not obtained within this thirty (30) day period, the employee may be terminated, but may continue to apply for any position for which he/she is qualified and will be considered in accordance with the terms of Article 5, Job Vacancies, Posting, and Bidding.

Notwithstanding the foregoing, the Facility will provide additional return to work protection should it be required by law.

19.6 MEDICAL DISABILITY LEAVE

Employees shall be granted leaves of absences for serious health conditions in accordance with state and federal law and Facility policy(s).

19.7 CONTINUATION OF HEALTH BENEFITS

Benefits will be continued pursuant to state and federal medical leave laws.

19.8 LENGTH OF LEAVES

Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed one (1) year unless:

- a. otherwise required by law;
- b. otherwise provided in this Article;
- 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; and
- d. except in the case of pregnancy disability leave.

19.9 USE OF PAID TIME OFF DURING LEAVES

Except as otherwise agreed, employees will use any accumulated sick hours if applicable in connection with leaves of absence granted pursuant to this Article. At the employee's option she/he may use vacation hours. Paid time off utilized during a leave covered by state Workers Compensation or State Disability benefits shall be integrated with the state benefits in order to fully replace the employee's regular wages, until such benefits are exhausted.

19.10 MODIFIED DUTY PROGRAMS

In the case of worker compensation injury, the Employer will make every effort to return an employee with temporary restrictions to a job which she/he can perform with comparable wages, shift, and hours in accordance with the existing Transitional Duty (Modified Duty) Program.

19.11 BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee will be allowed three (3) scheduled shifts off with pay, 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. Requests for extenuating circumstances will be decided on a case by case basis by Human Resource Leader or his/her designee.

a. Immediate Family

"Immediate family" is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and

mothers-in-law, stepsisters, stepbrothers, 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, and may be required to furnish satisfactory evidence to support the leave.

c. Additional Bereavement Leave

Additional days leave granted beyond the maximum allowed hours will be used from accrued paid time off. Supervisor approval for additional days off is required.

d. Time Off for Additional Relatives

In the event of a death of a relative not covered by the definition of immediate family above, such as niece, nephew, aunt and uncle, an employee may request unpaid time off for bereavement purposes of up to three (3) scheduled shifts to a maximum of 36 hours to be taken within seven (7) days following the death. At the facility's discretion such requests may be granted. If granted, the employee may use vacation, if available.

19.12 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 an 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 twenty-four (24) hours pay, except where 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 the staffing office, house supervisor or department 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.

19.13 WITNESS LEAVE

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

19.14 VOTING TIME OFF

Employees who are unable to vote before or after their shifts shall be allowed two (2) hours time off work with pay to vote in general elections. The employee shall notify her/his supervisor at least two (2) working days in advance.

19.15 TIME OFF FOR PARENTS

A parent with one or more children in kindergarten or in grades 1 through 12 may have time off up to forty (40) hours per school year to attend authorized school activities which involve one (1) or more school-age children. Vacation may be used for this leave at the employee's option. Employees should make every effort to request Parental time off within seven (7) days. Parental time off shall not exceed the equivalent hours of one shift per calendar month. Parents must obtain written verification of attendance from the school.

19.16 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.

19.17 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.

19.18 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. the 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; and
- c. the employee accepts other employment during the leave, or who fails to return to work on the expected return to work day following the expiration of an approved leave of absence without contacting human resources (or designee).

19.19 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 – JOB SECURITY

20.1 SUCCESSORSHIP

In the event of sale or transfer of control of the facility, 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, Prime Healthcare 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 Collective 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.

ARTICLE 21 – MANAGEMENT RIGHTS

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

1. to manage, direct and maintain the efficiency of its business and personnel;

2. to manage and control its departments, buildings, facilities, equipment and operations;
3. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. to discontinue work for business, economic, medical or operational reasons;
5. to utilize personnel from registries or other temporary help agencies;
6. to direct the work force;
7. to increase or decrease the work force;
8. to determine staffing patterns and levels consistent with federal, state and local applicable laws and regulations and provided that the Facility adheres to the regulations set forth in Title XXII;
9. to hire, transfer and promote;
10. to demote, suspend, discipline and discharge
11. to establish work standards and schedules of operations;
12. to specify or assign work requirements and overtime;
13. to determine working hours, shift assignments, and days off;
14. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
15. to determine the type and scope of work to be performed and for the services to be provided to patients;
16. to determine the methods, processes, means and places of providing service to patients;
17. to determine the quality of patient services;
18. to acquire and dispose of equipment and facilities;
19. to determine the places where work will be performed;
20. to pay wages and benefits in excess of those required by this Agreement;
21. to effect technological changes in its equipment and operations; and
22. to sell, close, or dispose of all or part of the Facility.

The Facility's failure to exercise any right, prerogative, or function hereby reserved to it or the Facility's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Facility'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

During the term of the Agreement, the Employer will not subcontract bargaining unit work. This shall not interfere with the Employer's current and future use of travelers and registry.

ARTICLE 23 – UNION SECURITY

23.1 UNION MEMBERSHIP REQUIREMENTS

- a. 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 thirty-first (31st) day after employment or the thirty-first (31st) day after the date of this Agreement, whichever is later.
- b. 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 her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said fifteen (15) workdays, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this section, including the expense of defending against such claims.

23.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and a copy of the collective bargaining agreement.

23.3 DEDUCTION OF UNION DUES/FEEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union dues/fees.
- b. The Employer will remit the dues/fees deducted pursuant to such assignments within three (3) days of the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem), wage rate; and number of hours worked in pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

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

23.4 EMPLOYEE LISTS

The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) the following information no later than the fifth (5th) of each month:

- a. List of all members of the bargaining unit including full name, social security number, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and;
- b. List of new hires including full name, social security number, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and;
- c. List of terminations including full name, social security number, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and
- d. List of transfers including full name, social security number, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

23.5 COPE CHECK-OFF

- a. The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- b. The Employer will remit the COPE monies deducted pursuant to such assignments within three (3) days of the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

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

ARTICLE 24 – NO STRIKE / NO LOCKOUT

- 24.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage, or interruption of work, boycott, or other interference with the operations of the Employer.
- 24.2 The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage, or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.
- 24.3 This prohibition against strikes, work stoppages or work interruptions shall include a prohibition against such activity that is directed in sympathy with other employees or with other unions at this hospital and at other institutions.
- 24.4 The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 25 – NOTICES

- 25.1 Notices by the Union to the Facility shall be:
 - a. Emailed or sent by certified mail, return receipt requested, or;
 - b. Hand-delivered;to the following address:

Director of Human Resources
West Anaheim Medical Center
3033 W. Orange Avenue
Anaheim, CA 92804
- 25.2 Notices by the Employer to the Union shall be:
 - a. Emailed or sent by certified mail, return receipt requested, or;
 - b. Hand-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 the Agreement is held invalid by a court, administrative agency or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance or other applicable government regulation or rule, such provision shall be treated for all purposes as null and void. The remainder of the Agreement, including the Agreement's prohibition on strikes and lockouts, shall continue in full force and effect. The parties shall promptly engage in collective bargaining after receipt of written notice of either party for the limited purpose of negotiating a replacement for the invalid provision.

ARTICLE 27 – ENTIRE AGREEMENT

27.1 FULL NEGOTIATIONS

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

27.2 COMPLETE AGREEMENT

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

27.3 WAIVER

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that the Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of the Agreement, neither party shall be required to bargain about any other subject or matter. All subjects or matters not included in the Agreement shall be deemed to have been raised and bargained as if covered by the Agreement. All subjects or matters referred to in the Management Rights Article also shall be deemed raised and bargained to conclusion.

ARTICLE 28 – BARGAINING UNIT WORK

28.1 SUPERVISORS

The Hospital 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 Hospital 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. Supervisors will not perform duties normally performed by bargaining unit employees except for emergencies such as natural disasters, situations of mass casualties or an internal emergency endangering patient care (such as fire, structural collapse, bomb threats, hazardous material spills, broken pipes, power outages, gas leaks, shut downs, or any other like event, or under circumstances that are beyond the control of the Hospital, or for training situations where the performance of bargaining unit work may be required but is limited and minimal, or where necessary to maintain competencies or in an emergency and/or a situation where the delivery of health care services of important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit employee is available.

ARTICLE 29 – VACATION

29.1 VACATION ACCRUAL

All regular full-time and part-time bargaining unit employees will accrue vacation hours each pay period, based on length of service and scheduled hours, as follows:

a. Full-Time/Part-Time Employee 8.0 Hr./10 Hr.

	Vacation Max per Pay Period	Per Hour	Hours per year	Cap
<1 – 5 years of service	4.923	0.06154	128	440 Hours
Over 5 – 10 years of service	6.4614	0.08077	168	440 Hours
Over 10 years of service	7.9998	0.1000	208	440 Hours

b. Full-Time/Part-Time Employee 12.0 Hr.

	Vacation Max per Pay Period	Per Hour	Hours per year	Cap
<1 – 5 years of service	4.923	0.06837	128	440 Hours
Over 5 – 10 years of service	6.4614	0.08974	168	440 Hours
Over 10 years of service	7.9998	0.11111	208	440 Hours

At the time the maximum accrual is reached, accruals will cease until the hours balance is reduced below the cap. Vacation hours do not accrue in any pay period in which the vacation hours balance, as of the beginning of the pay period, is at the maximum accrual. Vacation accrual will begin in the pay period immediately following the pay period in which the vacation hours balance falls below the maximum accrual.

29.2 SCHEDULING AND USE OF VACATION

Requests for vacation for scheduled time off must be documented on an approved form and authorized by a supervisor.

Bargaining Unit employees may use vacation hours not to exceed regularly scheduled hours for absences from scheduled work if they have a balance in their vacation account as of the beginning of the pay period in which the absence occurs. This includes absences due to flexing or call-off by the Facility.

Individual requests for vacation shall not be unreasonably denied for any reason, including the time of the year, and every effort will be made to provide vacation as requested.

Employees shall submit their vacation requests no later than four (4) weeks prior to the start date of the vacation requested; and the Employer shall provide approval on the fifth day of request submitted.

In the event, two or more employees, within the same department and classification, have requested the same vacation days off, within the five (5) day approval window of the first employee who made such request, seniority shall apply in terms of who is awarded their vacation request.

Employees may take paid or unpaid vacation time, if vacation accrual is not available, for the requested vacation time.

If an employee does not have available sick time, they may use paid vacation time for unscheduled absences.

29.3 VACATION CASH OUT

Employees will be allowed to “cash-out” vacation hours once per quarter (March, June, September, and December). The employee must make an irrevocable cash-out election on or before December 31 of the year immediately before the calendar year in which the vacation hours to be cash-out are accrued, and such election shall specify the number of vacation hours that the employee wishes to cash-out. All cash-out elections are only for prospective vacation hours that have not yet accrued, and no such cash-out elections shall apply to any vacation hours that an employee has already accrued in his or her vacation bank at the time of the election, nor can the cash-out election drop an employee’s accrued vacation bank to less than Eighty (80) hours at any time. Once an employee makes an election to cash-out a certain number of vacation hours for an upcoming calendar year, such vacation hours shall not in any event carry over into a later calendar year. Accrued vacation hours that are cashed out will be paid at the employee’s then current hourly rate of pay. If an employee used the vacation hours slated to be cashed out, only those hours accrued, but unused, will be cashed out.

29.4 WORKERS’ COMPENSATION AND OTHER DISABILITY PAYMENTS

Vacation may be used to supplement State Disability, Workers’ Compensation and Supplemental Social Security Disability Income. When combined with a State Disability, Workers’ Compensation payment or Supplemental Social Security Disability Income payment the total value of the hours taken may not exceed a bargaining unit employee’s regularly scheduled income.

29.5 TERMINATION OF EMPLOYMENT

Upon termination, all accrued vacation hours shall be paid to the bargaining unit employee at full value based on his/her current base hourly rate less withholding of applicable payroll taxes.

29.6 CALIFORNIA KIN CARE

Full-time and part-time bargaining unit employees, in accordance with California Kin Care law, on an annual basis, are eligible to use the amount of vacation hours they would accrue in six (6) months to pay for absences from work associate with the care of a child, parent or spouse, registered domestic partner and child of a registered domestic partner.

ARTICLE 30 – SICK LEAVE

- 30.1 Full time employees who complete thirty (30) days of employment in California are eligible to accrue paid sick days beginning with the first day of employment.

All full-time employees will be “front loaded” three scheduled days based on the employee’s schedule as follows:

- a. Full time employees who work eight (8) hour shifts will be front loaded twenty-four (24) hours

- b. Full time employees who work ten (10) hour shifts will be front loaded thirty (30) hours
- c. Full time employees who work twelve (12) hour shifts will be front loaded thirty-six (36) hours

30.2 Part time and Per Diem employees will accrue sick days as follows:

for each thirty (30) hours worked, one (1) hour of sick leave shall accrue.

Part time and per diem employees may carry over unused accrued paid sick leave, with a cap of forty-eight (48) hours or six days of carry over.

30.3 USE OF PAID SICK DAYS

Employees may use accrued paid sick days beginning with their ninetieth (90th) day of employment and may use up to a maximum of twenty-four (24) hours or three days of paid sick days in a year of employment, whichever is greater.

Sick time may be used in increments of two (2) or more hours.

Sick leave may be used for any purpose allowable under the California Healthy Workplaces, Healthy Families Act, including:

- a. The diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee or a family member; or
- b. For an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off:
 - i. to obtain or attempt to obtain any relief to help ensure the health, safety or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order or other injunctive relief;
 - ii. to seek medical attention, obtain services from a shelter, program or rape crisis center;
 - iii. to obtain psychological counseling;
 - iv. to participate in safety planning; or
 - v. to take other actions to increase safety from future incidents.

Family members shall include a child, a biological or adoptive; a parent, foster parent, step parent or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, grandchild, or a sibling. A child includes biological, adopted or foster child, step child, legal ward, or a child to whom the employee stands in loco parentis.

30.4 SICK LEAVE UPON SEPARATION OF EMPLOYMENT

Any accrued paid sick days that are not used prior to the last day of employment are lost at the time of resignation, termination, retirement, layoff or other separation from employment. If an employee is rehired within one (1) year from the date of separation, any lost paid sick days will be reinstated and available for employee to use.

30.5 RATE OF PAY

Sick leave shall be paid at the employee's hourly rate of pay.

30.6 SICK LEAVE NOTICE

Employees should provide (2) two hours advance notice in the event they are unable to work their scheduled shift. The parties understand that there may exist emergency circumstances that prevent such advance notice.

ARTICLE 31 – 401(K) RETIREMENT SAVINGS PLAN

Prime Healthcare Services shall provide all bargaining unit employees access to a 401(k) Retirement Savings Plan. Employees are eligible to enroll in the Plan after thirty (30) calendar days of employment. The 401(k) shall be governed by the plan's entire Summary Plan Description which can be obtained from the Human Resources Department.

Prime Healthcare Services shall make the following contributions on behalf of all eligible Bargaining Unit employees as follows:

1 year to 10 years	\$0.25 per \$1.00 up to 4%
10 years to 20 years	\$0.50 per \$1.00 up to 4%
20+ years	\$1.00 per \$1.00 up to 4%

ARTICLE 32 – TERM OF AGREEMENT

This Agreement shall become effective October 10th, 2021 and shall continue in full force and effect to 12:01 a.m., October 10th, 2024. This Agreement shall be automatically renewed from year to year thereafter unless changed, modified or terminated as provided herein.

Either party wishing to change or terminate this Agreement must serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to the expiration date of this collective bargaining agreement.

If a new Agreement is not reached prior to the expiration date the Parties may by mutual consent, execute a written extension of this Agreement for a specified period of time.

This Agreement has been executed as of the date of ratification.

**Prime Healthcare Services
West Anaheim Medical Center**

Rich Martwick

**Richard Martwick
Senior Assistant General Counsel**

6/23/22

Date

Barbara Tenneson

**Barbara Tenneson
Chief Nursing Officer**

6/21/2022
Date

Ayman Mousa
**Ayman Mousa
Chief Executive Officer**

6/20/22
Date

National Union of Healthcare Workers

Sal Rosselli

**Sal Rosselli
President**

9/8/22
Date

Barbara Lewis

**Barbara Lewis
Director, Southern California Hospitals**

Date

NUHW Bargaining Committee Members

Mike Haig, RT

Hanson Nguyen, Cath. Lab. / IR

Rom Borromeo, RT

Katherine Doan, Echo Tech

Zachary Hodgens, MRI Tech

Juan Arciniega, RT

Jason McGowan, Radiologic Technologist

Sam Taina, RT

Jeanne Waite, LVN

Jeanne Waite, LVN

Nicholas Fanello, RT

Efren Ortiz, RT

Tim Gibbs, Ultrasound Tech

APPENDIX A – WAGE SCALES

Effective First Full Pay Period Following January 13, 2022

Job Title	Start	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CRT	\$30.53	\$31.16	\$31.79	\$32.44	\$33.10	\$33.78	\$34.47	\$35.17	\$35.89	\$37.00	\$38.15	\$39.33	\$40.54	\$41.80	\$43.09	\$44.42
CT Technician	\$30.34	\$31.35	\$32.36	\$33.37	\$34.38	\$35.39	\$36.40	\$37.41	\$38.42	\$39.43	\$40.44	\$41.45	\$42.46	\$43.47	\$44.48	\$45.49
Echo Tech-Rad	\$27.44	\$28.29	\$29.16	\$30.06	\$30.99	\$31.95	\$32.94	\$33.96	\$35.01	\$36.09	\$37.21	\$38.36	\$39.55	\$40.77	\$42.03	\$43.33
EKG Tech	\$20.63	\$21.52	\$22.41	\$23.31	\$24.19	\$25.08	\$25.97	\$26.86	\$28.30	\$29.20	\$30.11	\$31.02	\$31.93	\$32.82	\$33.74	\$34.64
LVN	\$21.13	\$21.78	\$22.45	\$23.15	\$23.86	\$24.60	\$25.36	\$26.15	\$26.95	\$27.79	\$28.65	\$29.53	\$30.45	\$31.39	\$32.36	\$33.36
MRI Tech	\$28.07	\$28.93	\$29.83	\$30.75	\$31.70	\$32.68	\$33.69	\$34.74	\$35.81	\$36.92	\$38.06	\$39.24	\$40.45	\$41.70	\$42.99	\$44.32
Nuclear Medicine Tech	\$40.65	\$41.58	\$42.51	\$43.45	\$44.38	\$45.31	\$46.24	\$47.17	\$48.11	\$49.04	\$49.97	\$50.90	\$51.83	\$52.77	\$53.70	\$54.63
OR Tech	\$20.49	\$21.13	\$21.78	\$22.45	\$23.15	\$23.86	\$24.60	\$25.36	\$26.15	\$26.95	\$27.79	\$28.65	\$29.53	\$30.45	\$31.39	\$32.36
Radiology Tech I	\$24.63	\$25.39	\$26.17	\$26.98	\$27.82	\$28.68	\$29.57	\$30.48	\$31.42	\$32.39	\$33.40	\$34.43	\$35.49	\$36.59	\$37.72	\$38.89
Radiology Tech II	\$26.60	\$27.42	\$28.27	\$29.14	\$30.04	\$30.97	\$31.93	\$32.92	\$33.94	\$34.99	\$36.07	\$37.18	\$38.33	\$39.52	\$40.74	\$42.00
Radiology Tech III	\$27.93	\$28.79	\$29.68	\$30.60	\$31.55	\$32.52	\$33.53	\$34.56	\$35.63	\$36.74	\$37.87	\$39.04	\$40.25	\$41.49	\$42.78	\$44.10
RRT	\$30.53	\$31.16	\$31.79	\$32.44	\$33.10	\$33.78	\$34.47	\$35.17	\$35.89	\$37.00	\$38.15	\$39.33	\$40.54	\$41.80	\$43.09	\$44.42
Ultrasound Technician	\$28.96	\$29.85	\$30.78	\$31.73	\$32.71	\$33.72	\$34.77	\$35.84	\$36.95	\$38.09	\$39.27	\$40.48	\$41.74	\$43.03	\$44.36	\$45.73
Vascular Tech	\$38.51	\$39.49	\$40.51	\$41.55	\$42.61	\$43.70	\$44.83	\$45.98	\$47.81	\$48.77	\$49.74	\$50.74	\$51.76	\$52.79	\$53.85	\$54.92

APPENDIX B- SIDE LETTER- HEART DIFFERENTIALS

Surgical Technicians assigned to the following surgical procedures shall receive an hourly differential of \$20.00 for each hour worked in such role.

List of cases that requires vascular expertise:

1. Resection of lungs
2. Lung Biopsy
3. Thoracotomy with or without decortication
4. Thoracoscopy with or without decortication
5. Aortic aneurysm
6. Pericardial window
7. Cardiac valve replacement
8. Femoral bypass
9. Endarterectomy
10. CABG