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Collective Bargaining Agreement

With

Providence Little Company of Mary Medical Center San Pedro

January 30, 2025 - January 29, 2028

WEINGARTEN RIGHTS/STATEMENT

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 (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

"I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline."

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

- 1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
- 2. Deny the request and end the interview immediately;
- 3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

This page is for informational purposes only and is not part of the collective bargaining agreement.

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – EMPLOYEE STATUS	2
ARTICLE 4 – SENIORITY	3
ARTICLE 5 – JOB VACANCIES, POSTING AND BIDDING	
ARTICLE 6 – NO HARASSMENT OR DISCRIMINATION	5
ARTICLE 7 – GRIEVANCE PROCEDURE	5
ARTICLE 8 – UNION REPRESENTATION	7
ARTICLE 9 – PATIENT CARE COMMITTEE	9
ARTICLE 10 – DISCIPLINE AND DISCHARGE	. 10
ARTICLE 11 – HEALTH AND SAFETY	
ARTICLE 12 – FLOATING	. 15
ARTICLE 13 – LAYOFF AND RECALL	
ARTICLE 14 – SAVINGS CLAUSE	. 17
ARTICLE 15 – MANAGEMENT RIGHTS	. 18
ARTICLE 16 – SUBCONTRACTING	. 19
ARTICLE 17 – HOURS OF WORK	
ARTICLE 18 – UNION SECURITY	
ARTICLE 19 – LEAVES OF ABSENCE	. 24
ARTICLE 20 – SUCCESSORSHIP	
ARTICLE 21 – HOLIDAYS	. 29
ARTICLE 22 – VACATION SCHEDULING	. 31
ARTICLE 23 – FLEXING AND CANCELLATIONS	
ARTICLE 24 – PAID TIME OFF (PTO)	. 33
ARTICLE 25 – HEALTH BENEFITS	
ARTICLE 26 – COMPENSATION	. 35
ARTICLE 27 – RETIREMENT	. 45
ARTICLE 28 – EDUCATION BENEFITS	. 46
ARTICLE 29 – NOTICES	. 47
ARTICLE 30 – WORK STOPPAGE	. 47
ARTICLE 31 – TERM OF AGREEMENT	. 49
APPENDIX A – WAGE GRIDS	. 52

SIDE LETTER – RECOGNIZED YEARS OF SERVICE	. 64
SIDE LETTER OF AGREEMENT – PATIENT CARE COMMITTEE	. 66

ARTICLE 1 – AGREEMENT

This collective bargaining agreement (hereinafter "Agreement"), made and entered into as of January 30, 2025, is by and between Providence Little Company of Mary Medical Center San Pedro (hereinafter referred to as the "Employer" or the "Hospital") and the National Union of Healthcare Workers (hereinafter referred to as the "Union").

ARTICLE 2 – RECOGNITION

- Pursuant to the certification of the National Labor Relations Board in Case 31-RC-325596, A. the Hospital recognizes the Union as the exclusive collective bargaining representative of all of the Hospital's full-time, regular part-time and per diem employees, including Lead Activities Aide, Activities Aide, Associate Sterile Processing Technician, Associate Surgical Technician, Certified Nursing Assistant (CNA), Certified Occupational Therapy Assistant, Cook, Lead CT Technologist, CT Technologist, Echocardiograph Technician, Emergency Technician, Endoscopy Technician, Lead Environmental Services Technician, Environmental Services Technician, Food Service Attendant, Health Unit Coordinator, Lead Patient Services Specialist, LPN LVN, Radiology Interventional Technologist, Mammography Technologist, Mental Health Associate, Lead MRI Technologist, MRI Technologist, Nuclear Medicine Technologist, Nursing Assistant, Nutrition Attendant, Patient Services Specialist, Patient Sitter, Patient Transporter, Pharmacy Technician, Physical Therapy Assistant, Lead Radiology Technologist, Radiology Technologist, Rehabilitation Aide, Respiratory Care Practitioner, Telemetry Technician, Ultrasound Technologist, and Vascular Technologist, located at 1300 W. 7th Street, San Pedro, CA 90732; 1322 W. 6th Street, San Pedro, CA 90732; 1386 W. 7th Street, Building C, San Pedro, CA 90732; and 1386 W. 7th Street, Building A, San Pedro, CA 90732.
- B. Pursuant to the certification of the National Labor Relations Board in Case 31-RC-334363, the Hospital recognizes the Union as the exclusive collective bargaining representative of all of the Hospital's full-time, regular part-time and per diem professional employees, including: Mental Health Therapist LMFT, Care Manager, Care Manager BSW, Care Manager MSW, Care Manager LCSW, Discharge Planner, Occupational Therapist, Lead Occupational Therapist, Physical Therapist, Lead Physical Therapist, Recreational Therapist, Speech Language Pathologist, and Dietitian, located at 1300 W. 7th Street, San Pedro, CA 90732; 1322 W. 6th Street, San Pedro, CA 90732; 1386 W. 7th Street, Building C, San Pedro, CA 90732; and 1386 W. 7th Street, Building A, San Pedro, CA 90732.
- C. Excluded from coverage under this Agreement are all other employees, other represented employees, exempt employees, managerial employees, confidential employees, physicians, registered nurses, guards, and supervisors as defined by the National Labor Relations Act, as amended.

ARTICLE 3 – EMPLOYEE STATUS

3.1 FULL-TIME EMPLOYEE

A Full-Time employee is an employee who is not in a temporary status and is regularly scheduled to work thirty-six (36) hours or more per work week. Full-time employees are benefits-eligible.

3.2 PART-TIME EMPLOYEE

A part-time employee is an employee who is not in a temporary status and is regularly scheduled to work twenty (20) or more hours per work week, but fewer than thirty-six (36) hours per week.

Part-time employees are benefits-eligible.

3.3 PER DIEM EMPLOYEE

A Per Diem employee is an employee who is not a Full-Time, Part-Time or Temporary employee. Per Diem employees do not receive any benefits under this Agreement, including without limitation Paid Time Off (PTO) and health benefits. However, Per Diem employees are eligible for both of the following:

- 1. Participation in the 401 (k) Retirement Savings Plan as allowed under the Plan; and
- 2. Those benefits required by federal and California state law.

3.4 POSTING OF FULL-TIME OR PART-TIME POSITION

- A. If a Part-Time or Per Diem employee works an average of 36 hours or more per work week for six (6) calendar months or more in the same job_classification and department, the Part-Time or Per Diem employee may request that the Employer post a Full-Time position in the job classification and department in which the Part-Time or Per Diem employee worked the qualifying hours, and the Employer shall grant such request.
- B. If a Per Diem employee works an average of 20 hours or more per work week for six (6) calendar months or more in the same classification and department, the Per Diem employee may request that the Employer post a Part-Time position in the job classification and department in which the Per Diem worked the qualifying hours, and the Employer shall grant such request.
- C. The provisions set forth above for posting a Full-Time position (Article 3.4.A) and a Part-Time position (Article 3.4.B) are subject to all of the following terms and conditions:
 - 1. Any hours worked by a Part-Time or Per Diem employee while covering for another employee on a leave of absence would not be included in the

- calculation of the requisite number of hours to trigger the Employer's duty to post a Full-Time or Part-Time position.
- 2. The Employer would not be required to post more than one (1) Full-Time or more than one (1) Part-Time position in any six (6)-month period of time.
- 3. All positions posted pursuant to this Article would be filled in accordance with the terms of Article 5 Job Vacancies, Posting and Bidding.
- 4. The Employer has the discretion to determine the shift for any position posted pursuant to this Article, which shall be determined based on the Employer's determination of its staffing needs.

ARTICLE 4 – SENIORITY

- 4.1. Seniority shall refer to a bargaining unit employee's total years of contiguous service in one or more positions that are now part of the Union's bargaining unit at the Hospital, subject to the terms and conditions of this Article.
- 4.2. Seniority shall by terminated by any of the following events:
 - a. A layoff of more than twelve (12) months without recall to a permanent position.
 - b. A layoff of fewer than twelve (12) months if the employee fails to respond to a recall notice under the terms set forth in Section 13.4 of this Agreement.
 - c. Termination for just cause.
 - d. Transfer to a non-bargaining unit position at the Hospital without a return to a bargaining unit position within 90 days of the transfer.

ARTICLE 5 – JOB VACANCIES, POSTING AND BIDDING

5.1 COMMUNICATION OF JOB VACANCIES

Job vacancies for bargaining unit positions will be communicated via email to the members of the department where the vacancy exists and posted in the department where the vacancy exists seven (7) calendar days prior to filling the vacancy.

Employees may utilize hospital computers for the purpose of examining and bidding on posted internal positions.

The Hospital will respond in a timely manner to inquiries from Union Stewards or Representatives regarding the status of posted vacancies.

5.2 RESTRICTIONS IN BIDDING

An employee who applies for and is awarded a posted position, including new hires, may not be awarded another posted vacancy within the next six (6) months. This rule shall not apply:

- A. If the posted vacancy arises in the same department where the employee currently works and would result in a change in any of the following for the bidding employee: the number of regularly scheduled hours of work, the scheduled start and end times, the days of work and days off, or the shift.
- B. If the bidding employee is in their current position as a direct result of a layoff.
- C. If the employee has received a written or final warning within six (6) months. However, this may be waived with written approval from the Chief Human Resources Officer.

5.3 PREFERENCE ORDER

- A. An employee must be fully qualified for a position in order to be awarded the position. For purposes of this provision, "fully qualified" means having the necessary skills, education, experience, ability, certification (if applicable), and credentialing (if applicable) needed to perform the duties of the position without additional training. In addition, for purposes of this provision, anything listed as a "Preferred Qualification" in the job description for the position will not be considered in determining whether an employee is "fully qualified."
- B. If two (2) or more fully qualified applicants submit a bid for a vacancy, the position will be awarded according to the preference levels defined below (i-iv):
- C. If two (2) or more fully qualified applicants from the same preference level submit a bid for a vacancy, the position will be awarded to the fully qualified applicant from that preference level with the greatest level of seniority.
 - i. Full-Time and Part-Time employees from the same department.
 - ii. Per Diem employees from the same department.
 - iii. Full-Time and Part-Time employees from other departments
 - iv. Per Diem employees from other departments
- D. Time Limitation for Preference Level. The preference level set forth in Section 5.3.B shall apply only to internal applicants who submit applications during the seven (7)-day period set forth in Section 5.1 above. Employees who apply after the conclusion of the seven (7)-day period shall have no preference over other internal or external applicants.

E. An internal applicant who is denied a position they applied for may learn the reason(s) for the denial by calling the HR Service Center or submitting a "TA Inquiry" through the online Caregiver Service Portal.

ARTICLE 6 – NO HARASSMENT OR DISCRIMINATION

The Hospital and the Union agree that there shall be no harassment or discrimination against any employee or applicant because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, gender (including pregnancy, childbirth, or breastfeeding), gender identity, gender expression, sexual orientation, age, disability (mental and physical, including HIV and AIDS), medical condition, marital status, military and veteran status, genetic information, or any other characteristic protected by law.

There shall be no harassment or discrimination by the Hospital or the Union against any employee because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

The Hospital will take all reasonable steps to protect an employee who reports incidents of the above behavior from continued harassment or discrimination, and from retaliation because of having reported such behavior. The Hospital will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment or discrimination from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment or discrimination immediately and to prevent its occurrence.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 <u>DEFINITION</u>

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

7.2 <u>PROCEDURE</u>

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

A. <u>Step 1</u>

- i. An employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor. The employee shall have the option to be accompanied by a Union Steward during the discussion. This requirement must be satisfied before a written grievance is submitted at Step 2
- ii. If the grievance is as a result of a suspension or termination, the grievance may begin at Step 2.

B. Step 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Hospital's Chief Human Resources Officer or their designee within thirty (30) calendar days after the employee had or should have had knowledge of the event which caused the grievance. 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.

Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Hospital's designated representative(s) to discuss the grievance. The grievant may be accompanied by a Union Steward or a Union Business Representative at the Meeting. However, the grievant may be accompanied by both a Union Steward and a Union Business Representative at the meeting if the Union provides advance written notice to the Hospital's designated Representative that both a Union Steward and a Union Business Representative will be in attendance. In those instances where a grievant is accompanied at a meeting by either a Union Steward or a Union Business Representative, the Hospital shall be represented by its designated representative and one (1) additional representative at the meeting. However, in those instances where a grievant is accompanied at a meeting by both a Union Steward and a Union Business Representative, the Hospital shall be represented by its designated representative and two (2) additional representatives at the meeting.

Within ten (10) calendar days after the meeting, the Hospital's designated representative shall respond to the grievance in writing.

C. Step 3

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

7.3 ARBITRATION

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

The grieving party shall advance the grievance for binding arbitration pursuant to the rules of the Federal Mediation and Conciliation Service ("FMCS") by requesting a panel of arbitrators and providing written confirmation of the request to the other party. The party filing for binding arbitration shall request a panel of seven (7) arbitrators, each of whom must be members of the National Academy of Arbitrators and shall have a primary mailing address located within the FMCS Metropolitan Area for the Employer. The Employer and the Union shall alternately strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if the Employer or the

Union finds an otherwise compliant panel to be unacceptable, a second panel may be requested. Nothing contained herein shall preclude the Union and the Hospital from mutually agreeing upon an arbitrator that is not included in the panel received from FMCS.

A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Hospital and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Hospital 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 their jurisdiction is limited to the interpretation and application thereof. The jurisdiction of the arbitrator shall not exceed those subjects identified herein in the original Step 2 grievance document. The arbitrator shall not have the authority to:

- i. amend or modify any provision of this Agreement; or
- ii. render an award on any grievance arising before the effective date of this Agreement, or after the termination date of this Agreement.
- B. The fee and expenses of the arbitrator, the court reporter's appearance fee (if applicable), and any costs associated with procurement of a location outside of the Hospital or the Union Office as the arbitration location, shall be borne equally by the Hospital and the Union.

7.4 <u>TIME LIMITS</u>

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express written agreement of the Union and the Hospital. If the Hospital 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 Hospital'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 8 – UNION REPRESENTATION

8.1 UNION STEWARD

A. The Union shall provide the Hospital with a written list of Union stewards after their designation, and shall notify the Hospital of changes as they occur. The Union shall designate one steward as Chief Steward. Prior to the Hospital's receipt of such

Union designation, the Hospital is not obligated to recognize a Union steward under this Article.

- B. The functions of the Union steward include the authority:
 - i. to settle or assist in settling problems arising in connection with the application or interpretation of the agreement;
 - ii. to participate in the grievance procedure, including the process of working with the Employer to resolve grievances, per the terms of Article 7 of this Agreement; and
 - iii. to serve as a Union representative for Weingarten meetings.
- C. Union Stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the steward's work shift, that time will be paid for by the Hospital.
- D. Union Stewards shall not direct any employee as to how to perform or not perform their work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Hospital or any employee.

8.2 UNION ACCESS

- A. Duly authorized Field Representatives of the Union shall be permitted to enter the Hospital at reasonable times for the purpose of observing whether this Agreement is being adhered to and/or to check on complaints of bargaining unit employees. The Union Field Representative shall provide advance written notice to the Chief Human Resources Officer or their designee of each visit prior to entering the Hospital. The Union Field Representative will abide by patient confidentiality, infection control, and other Hospital policies. When at the Hospital, the Union Field Representative will wear their Union Representative badge issued by the Hospital.
- B. The Union Field Representative shall not interfere with the work of any employee. This shall not prevent the Union Field Representative from conferring with an employee and their supervisor or Hospital representative on Hospital time during a grievance meeting, as set forth in Article 7 of this Agreement. A Union Field Representative who has accessed the Hospital pursuant to the terms of Article 8.2 of this Agreement shall have the right to confer with employees during the employees' non-work hours in non-work areas.
- C. During the term of the Agreement, if the Hospital believes that a Union representative is violating the limitations on access as set forth above, the Hospital may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Hospital's concerns. This meeting will be held in person or via video conference within twenty-four (24) hours of the Hospital's request. In the event that the Hospital's concerns are not resolved to the Hospital's satisfaction within forty- eight (48) hours of its request for such a meeting, the

Hospital may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 7.

8.3 BULLETIN BOARDS

The Hospital shall provide one (1) glass enclosed locked bulletin board in a mutually agreed location. In addition, in departments where NUHW bargaining unit members work, bulletin board space will be provided in currently existing non-public employee break rooms. The bulletin board and designated break room space is for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events.

Posted material shall bear the date and identity of the Union. Posted material shall not violate any federal, state, or county laws. In addition, posted material shall not disparage or demean any individual or the Hospital, its affiliates, or related entities.

Both the Union and the Hospital shall have a key to the bulletin board. The Hospital shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion. Upon request from the Hospital, the Union shall promptly remove any materials that violate this Article.

8.4 USE OF FACILITY CONFERENCE ROOMS

The Hospital shall provide the Union reasonable access to on-site conference rooms for meetings with Hospital employees or conferences regarding Union business relating to the Hospital. Any request for conference room access shall be submitted in writing in advance to the Chief Human Resources Officer. Such requests shall be considered based upon availability. However, in any event the Union will have a maximum of four (4) hours per month of conference room access at the Hospital.

ARTICLE 9 – PATIENT CARE COMMITTEE

9.1 ADEQUATE STAFFING AND EQUIPMENT LEVELS

The Hospital reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, and in compliance with any applicable laws. Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, they shall undertake their work assignments but may submit an Assignment Despite Objection ("ADO") form regarding said assignments. In an emergency situation where there is a potential danger to a patient, the employee shall immediately notify the department leader or their designee who will assess and address the situation, and take any appropriate action in response. The Hospital shall not require an employee in any case to perform a work assignment outside the lawful scope of their license.

The parties agree the Hospital's staffing shall be in compliance with Title 22 of the California Code of Regulations, known as the Nursing Practice Act, to the extent it is applicable to bargaining unit employees covered by this Agreement.

The Hospital also reaffirms its commitment to maintaining sufficient supplies of equipment and supplies necessary for employees' assignments. Should an employee believe supply and equipment levels are insufficient to permit the delivery of adequate patient care, they shall undertake their work assignments but may submit an Assignment Despite Objection ("ADO") form regarding said assignments. In an emergency situation where there is a potential danger to a patient, the employee shall immediately notify the department leader or their designee who will assess and address the situation, and take any appropriate action in response.

9.2 PATIENT CARE COMMITTEE

- 9.2.1 Purpose. The purpose of the Patient Care Committee ("PCC") is to monitor the quality of patient services, health and safety of employees and to make recommendations for improvements in such areas including employee retention, patient service in the context of work design, if applicable or in the current method of system of patient services delivery.
- 9.2.2 Composition. The PCC shall consist of five (5) clinical leaders appointed by the Hospital, and five (5) bargaining unit employees selected by the Union. In addition to the aforementioned clinical leaders and bargaining unit employees, the PCC shall also include one (1) member of the Hospital's Human Resources team, and one (1) designated Union Field Representative. The parties may mutually agree to expand the number of representatives to this committee as the need arises.
- 9.2.3 Meetings. The Committee may meet for two hours each month upon request of the Union. The Hospital will pay up to two (2) hours per month paid time for each employee member of the committee who attends a Patient Care Committee meeting based on the actual length of the meeting.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.1 <u>JUST CAUSE</u>

The Hospital may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 7.

10.2 PROGRESSIVE DISCIPLINE

Unless circumstances warrant more severe actions, the Hospital will attempt to utilize a system of progressive discipline. Progressive steps shall include verbal warning, written warning, final warning, and termination of employment.

The Hospital reserves the right to bypass progressive disciplinary steps, including proceeding directly to termination of employment, when warranted by the severity of the circumstances leading to disciplinary action.

10.3 INVESTIGATORY SUSPENSION

- A. Investigatory suspension shall only be utilized in the following situations:
 - 1. The Hospital is investigating theft, fraud or dishonesty; or
 - 2. In its sole discretion, the Hospital concludes that the employee's continued presence in the workplace would cause disruption or a threat to the health, safety or welfare of patients, the employee, other employees, patient families, data or property.
- B. No employee shall be held in an unpaid investigatory suspension status for more than five (5) of the employee's scheduled work days. However, if the Hospital is unable to conclude the investigation of the circumstances leading to the investigatory suspension during the five (5) scheduled working days because of the unavailability of witnesses or evidence, the investigatory suspension may be continued until such time as the Hospital is able to conclude its investigation. However, after the affected employee has missed five (5) scheduled work days, the employee will be paid for the remainder of the investigatory suspension based upon their regularly scheduled hours of work missed during the investigatory suspension, provided that they remain available to work during such investigatory suspension.
- C. The Hospital shall ordinarily take disciplinary action no later than thirty (30) calendar days after the date the Hospital became aware of the act leading to discipline. However, if the Hospital is unable to conclude its investigation of the circumstances leading to the disciplinary action during the thirty (30)-day period because of the unavailability of witnesses or evidence, the deadline for taking disciplinary action shall be extended until five (5) calendar days after the Hospital is able to conclude its investigation, provided that the Hospital provides written notice to the Union explaining the reasons why the investigatory process will take longer than thirty (30) days.

10.4 <u>DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL</u> 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. The signing of a disciplinary document only reflects that the employee received a copy of the disciplinary document and not that the employee agrees to the discipline.
- C. <u>Use of Disciplinary Documents</u>. A final warning shall be active for purposes of progressive discipline for a period of twenty-four (24) months from the date of its issuance. A written warning and verbal warning shall be active for purposes of

progressive discipline for a period of twelve (12) months from the date of their issuance.

10.5 ADDITIONAL REPRESENTATION RIGHTS

Prior to conducting any investigatory interview, the Employer will notify the employee of the subject matter of the interview.

Consistent with the U.S. Supreme Court decision in NLRB v. J. Weingarten, Inc., an employee, upon their 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 could result in disciplinary action.

10.6 INTRODUCTORY PERIOD

An employee will be in an introductory period for the first ninety (90) calendar days of their employment and may be discharged or disciplined in the Hospital's discretion without establishing just cause during the introductory period. Such introductory period may be extended for an additional ninety (90) calendar days upon written notice to the employee and the Union.

With the above exception, the Parties agree that employees in their introductory period shall otherwise enjoy their full rights and obligations under this Agreement.

ARTICLE 11 – HEALTH AND SAFETY

11.1 GENERAL

- a. <u>Overview</u>. The Hospital has the obligation to provide a safe and healthy environment for employees and patients. The Hospital shall comply with all applicable federal and California laws and regulations pertaining to occupational and general safety and health standards. Employees are expected to utilize Hospital safety equipment and procedures.
- b. Reporting of Health and Safety Hazards by Employees. It is the duty of all employees and Management to comply with health and safety regulations. If any safety or health hazard is detected by an employee, the employee shall promptly report it to the Hospital, and the Hospital shall take appropriate measures, if any, to remedy the situation in a prompt manner. The Union shall promptly notify the Hospital of any potential health and safety hazards, violations or problems of which it is aware. The Hospital shall take appropriate measures, if any, to remedy the situation in a prompt manner. No adverse action shall be taken against any employee for reporting health and safety concerns to the Hospital.
- c. <u>In-Service</u>. The Hospital shall provide regular in-service or other training and information to employees concerning health and safety.

d. Personal Protective Equipment

- i. Personal protective equipment ("PPE"), will be provided to the appropriate employees in accordance with the Hospital-wide exposure control plan. The Employer shall establish protocols and provide appropriate PPE based on the type and nature of the disease. The Employer shall take reasonable efforts to secure appropriate reserves of PPE to be prepared for an emergency in accordance with applicable law.
- ii. The Hospital shall maintain a supply of PPE, including N95 respirators, powered air purifying respirators (PAPRS), surgical masks, isolation gowns, eye protection, and shoe coverings, that meets the standards established by California state law.
- iii. Any employee assigned to a patient suspected of having infectious disease shall be provided and use the same PPE and precautions as would be used in the case of a confirmed case of the disease.

11.2 COMMUNICABLE DISEASES

- 11.2.1 The Hospital will work to eliminate or minimize employee exposure to communicable diseases.
- 11.2.2 During a public health emergency declared by the County of Los Angeles or the California Department of Public Health, which emergency is related to an infectious disease that could impact the Hospital's operations, the Employer shall follow any screening procedures as required by the County of Los Angeles and/or the California Department of Public Health.
- 11.2.3 The Hospital shall provide information and training to employees on communicable diseases to which they may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, and methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable.
- 11.2.4 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 needlestick or cut, as described.
- 11.2.5 Other Testing and/or Treatment for On-the-Job Exposure. The Hospital will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the employee.

11.2.6 <u>Needlestick Injury Log</u>. The Hospital shall retain its current policy of maintaining a Needlestick Injury Log as required by law.

11.3 WORKPLACE VIOLENCE

The Hospital will maintain a workplace violence prevention program. The Employer shall record information in a workplace violence incident log about every incident, post incident response, and workplace violence injury investigation performed in accordance with the law. Information about each incident shall be based on information solicited from the employee who experienced the workplace violence.

11.4 MENTAL WELLNESS RESOURCES

The Hospital will make appropriate mental wellness resources available to employees who have experienced severe trauma in connection with their employment at the Hospital. The mental wellness resources are to be used for incidents such as serious physical and/or emotional work injury, work-related death of co-workers, or the suicide of a co-worker.

11.5 PHYSICAL EXAMS

11.5.1 All physical examinations required of an employee in connection with their employment, according to the practice of the Hospital, shall be given without charge, following the protocol established by the Hospital's Employee Health Department. 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 preemployment physical examination and/or test will not be compensable.

11.6 PARKING AND SECURITY

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

11.7 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.

11.8 EPIDEMIOLOGICAL DISEASES

- A. In the event of an epidemiological disease which raises to the level of a national epidemic, pandemic, or declared public health emergency covering the County of Los Angeles, the Parties recognize that it is in the mutual interest to ensure consistent communication to ensure safe patient care and staffing.
- B. During a Pandemic or Crisis, at the request of either party in writing, the Patient Care Committee as described in Article 9 shall meet weekly. The Parties may meet more or

less frequently with the mutual written consent of the Employer and the Union. Additional meetings of the Patient Care Committee shall be scheduled at a mutually agreeable date and time, and at no additional expense to the Employer beyond its obligations under Article 9.

- C. The Employer shall comply with all applicable Federal and California laws and regulations mandating additional paid time off benefits regarding a novel epidemiological disease as described above. The additional paid time off benefit shall be made available to employees whether or not they have exhausted their already-accrued PTO/vacation/sick time.
- D. The Employer shall cohort and segregate patients in a manner so as to minimize the potential for exposure or infection by employees.

ARTICLE 12 – FLOATING

12.1 DEFINITION

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

12.2 FLOATING ORDER

Employees shall float in the following order:

- A. Volunteers
- B. Registry
- C. Travelers
- D. Temporary
- E. Per Diem by rotation
- F. Regular Part-Time by rotation
- G. Regular Full-Time by rotation

12.3 FLOATING ROTATION

The order of float for employees within a unit will be on a rotational basis within each of the categories of employees described above. Floating decisions shall be based on staffing and patient care needs in 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. 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 providing care to patients 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.

- B. The Hospital will float employees who are not members of a designated Float Pool no more than two (2) times during a shift. Returning to an employee's home unit will not count as a float. Employees who are members of a designated Float Pool shall not have any limitation on the number of times they could be floated during a shift.
- C. <u>Compliance with Law</u>. Floating of employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Code of Regulations.

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 Hospital will maintain competency validation, float orientation, and other such relevant float documentation. The Hospital shall provide documentation for employees to record their float assignments.

ARTICLE 13 – LAYOFF AND RECALL

13.1 DEFINITION OF LAYOFF

A layoff is defined as the elimination of a bargaining unit position or a reduction in an employee's status (e.g. Full-Time to Part-Time or Per Diem).

13.2 IMPLEMENTATION OF LAYOFF

A layoff will occur in the following order by affected job classification within a department:

- a. Volunteers.
- b. Per Diem employees by inverse seniority.
- c. Part-Time and Full-Time employees by inverse seniority.

13.3 <u>MITIGATION OF LAYOFF</u>

a. Prior to any layoff, the employees included in the planned layoff will have the opportunity to move into any open bargaining unit position for which they meet the qualifications set forth in the job description. The open positions will be offered to the employees included in the planned layoff in order of seniority, beginning with the most senior.

b. Prior to any layoff, the employees included in the planned layoff who do not move into an open position pursuant to Article 13.3.a of this Agreement shall have the opportunity to displace the least senior employee in the same job classification and status, provided that the employee displacing another employee meets the qualifications set forth in the job description for their new position.

13.4 RECALL

- a. Laid off employees shall be recalled in order of seniority, beginning with the most senior employee on the recall list who was laid off from the job classification that the Employer later identifies as a job vacancy that it is seeking to fill.
- b. Laid off employees shall remain on the recall list for up to twelve (12) months. In addition, employees who move into a different job classification, shift, or status as a result of layoff or bumping shall remain on the recall list for up to twelve (12) months.
- c. 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. Absent mutual agreement by the parties, the employee must notify the Employer of acceptance of recall within seven (7) calendar days after the notice was sent, and must return to work from layoff within fourteen (14) calendar days after notice of recall was sent, or lose all recall privileges.

13.5 NOTICE OF LAYOFF

The Hospital shall provide the Union and impacted employees with at least 30 days advance notice prior to any layoff.

13.6 SEVERANCE

In the event of a layoff, an impacted Full-Time or Part-Time employee shall have the opportunity to receive severance in exchange for their execution of a standard release agreement. The severance amount shall be determined based on the employee's years of service at the Hospital—one (1) week of severance for every (1) year of service, with a minimum payment of two (2) weeks of severance and a maximum payment of twenty (20) weeks of severance. The severance payment shall be a gross payment reduced by applicable taxes, deductions and withholdings.

ARTICLE 14 – SAVINGS CLAUSE

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained by any applicable judicial or legislative action, the remainder of this Agreement shall remain in full force and effect. In the event that a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for such affected provision. Notwithstanding this language, the unaffected articles and provisions of this Agreement shall remain in full force and effect.

ARTICLE 15 – MANAGEMENT RIGHTS

The Hospital retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Hospital and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to discontinue work for business, economic, medical or operational reasons; (v) to subcontract work not performed by members of the bargaining unit; (vi) to utilize personnel from registries or other temporary help agencies; (vii) to direct the work force; (viii) to increase or decrease the work force; (ix) to determine staffing patterns and levels and the number of employees needed; (x) to lay off employees; (xi) to hire, transfer and promote employees; (xii) to demote, suspend, discipline and discharge employees; (xiii) to maintain the discipline and efficiency of its employees; (xix) to establish work standards and schedules of operations; (xv) to specify or assign work requirements and overtime; (xvi) to assign work and decide which employees are qualified to perform such work; (xvii) to determine working hours, shift assignments, and days off; (xviii) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xix) to determine the type and scope of work to be performed and for the services to be provided to patients; (xx) to determine whether work will be assigned to bargaining unit employees or other employees; (xxi) to determine the methods, processes, means and places of providing service to patients; (xxii) to determine the quality of patient services; (xxiii) to acquire and dispose of equipment and facilities; (xxiv) to determine the places where work will be performed; (xxv) to pay wages and benefits in excess of those required by this Agreement; (xxvi) to effect technological changes in its equipment and operations; (xxvii) to sell, close, or dispose of all or part of the Hospital; (xxviii) the number, location, or types of facilities; (xxix) the price of all products and services, the price of all purchases, and the corporate and financial structure of the Hospital; (xxx) the need for and the administration of physical examinations and criminal record checks if necessary; (xxxi) the hiring of full-time, part-time and per diem employees and the number thereof; (xxxii) the security of the employees, premises, facilities, and property of the Hospital; (xxxiii) the selection and retention or discontinuance of all food and vending machine suppliers and the price of their products or services; (xxxiv) the right to determine the scope and services within levels of care, additions or deletions to unit specific skills rosters; and (xxxv) the right to determine shifts, the type of shifts, and the number of hours which constitute a shift (e.g., 8, 10, 12 or any other numbers) for any unit or other division or subdivision of the Hospital. The Hospital's failure to exercise any right, prerogative, or function hereby reserved to it or the Hospital's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Hospital's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 16 – SUBCONTRACTING

During the term of this Agreement, the Employer will not subcontract work currently being performed by bargaining unit employees. This provision shall not interfere with the Employer's ability to use travelers and registry consistent with the Employer's past practice.

ARTICLE 17 – HOURS OF WORK

17.1 STATE AND FEDERAL WAGE AND HOUR LAWS

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

17.2 WORKDAY

Workday is defined as a fixed and recurring 24-hour period beginning at one or more times designated by the Hospital. Workdays will be assigned based on the employee's regularly scheduled shift (or if the employee works more than one regularly scheduled shift, the most frequent regularly scheduled shift). The Hospital may not assign employees workdays to evade its obligation to pay overtime; as such, the Hospital will not assign an employee who regularly works a specific shift a workday that divides that regular shift in two.

17.3 WORKWEEK

Workweek is defined as a period of seven (7) consecutive days beginning at the date and time designated by the Hospital.

17.4 PAY PERIOD

A pay period is defined as two (2) consecutive workweeks beginning at the date and time designated by the Hospital.

17.5 MEAL PERIODS

Employees are entitled to an unpaid duty free meal period of thirty (30) minutes for each work period of more than five (5) hours. However, employees who work no more than six (6) hours in a work day may elect to waive the meal period by written agreement with the Hospital. Employees who work scheduled shifts of twelve (12) hours shall be granted two (2) unpaid thirty (30)-minute meal periods but may voluntarily waive one of the two (2) thirty (30)-minute meal periods by written agreement with the Hospital. Such waiver may be revoked at any time in writing. Any employee who is prevented from taking one or more meal periods during the shift will be paid a penalty as provided by applicable state law and regulation at the employee's regular rate of pay.

17.6 REST PERIODS

Each employee is authorized to take a rest period of ten (10) minutes during each four (4) hours of work or major fraction thereof without deduction in pay. Rest periods shall be taken as close as practicable to the middle of the four (4) hour period. Rest periods not taken may not be applied to reduce the length of the normal work shift nor can rest periods and meal periods be combined into a longer break period. Any employee who is prevented from taking one or more rest periods of at least ten (10) minutes during the shift will be paid a penalty as provided by applicable state law and regulation at the employee's regular rate of pay.

17.7 OVERTIME AND DOUBLE TIME

- a. <u>Payment of Overtime and Double Time:</u> The Hospital shall pay overtime and double time in accordance with federal and California state law.
- b. Mandatory Overtime/ Double Time: The Hospital and the Union recognize that mandatory overtime/ double time is not desirable and represents a burden on the employee. Acceptance of overtime/ double time and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an external or internal emergency declared by state, local or federal government, or declared by the administrator on duty. An external or internal emergency, for purposes of this Article 17.7.b, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.
- c. An employee must obtain supervisory approval prior to working any hours that would trigger the payment of overtime and/ or double time.
- d. All hours worked by an employee at the Hospital, including but not limited to time spent by an employee participating in Hospital-required training or education programs, shall be included in the definition of "hours worked" for purposes of determining eligibility for overtime and double time.

17.8 TYPES OF WORK SCHEDULES/ PAYMENT OF OVERTIME AND DOUBLE TIME

- a. Overview: The criteria set forth in this Article 17.8 is not a summary of all criteria pursuant to which employees would be eligible for overtime and/or double time pay. The Hospital pays overtime and double time in accordance with federal and California state law. In the sections that follow in this Article 17.8, the Hospital provides an overview of some of the criteria that would give rise to overtime and/ or double time eligibility based upon certain work schedule options.
- b. <u>8/40 Work Schedule</u>: Employees on an 8/40 work schedule are eligible for overtime for hours worked in excess of eight (8) hours in one (1) workday and in excess of forty (40) hours in one (1) workweek, except that said employees are eligible for double time

for hours worked in excess of twelve (12) hours in one (1) workday. Employees on an 8/40 work schedule are also eligible for overtime and double time in accordance with all other criteria set forth in federal and California state law.

c. <u>8/80 Work Schedule</u>: Employees on an 8/80 work schedule are eligible for overtime for hours worked in excess of eight (8) hours in one (1) workday and in excess of eighty (80) hours in one (1) pay period, except that said employees are eligible for double time for hours worked in excess of twelve (12) hours in one (1) workday. Employees on an 8/80 work schedule are also eligible for overtime and double time in accordance with all other criteria set forth in federal and California state law.

d. Alternative Workweek Schedules

- i. <u>10-Hour Alternative Workweek Schedule</u>: Employees assigned to a 10-hour alternative workweek schedule are eligible for overtime for hours worked in excess of ten (10) hours in one (1) workday and in excess of forty (40) hours in one workweek, except that said employees are eligible for double time for hours worked in excess of twelve (12) hours in one (1) workday. Employees assigned to a 10-hour alternative workweek schedule are also eligible for overtime and double time in accordance with all other criteria set forth in federal and California state law.
- ii. 12-Hour Alternative Workweek Schedule: Employees assigned to a 12-hour alternative workweek schedule are eligible for overtime for hours worked in excess of forty (40) hours in one workweek, and are eligible for double time for hours worked in excess of twelve (12) hours in one (1) workday. Employees assigned to a 12-hour alternative workweek schedule are also eligible for overtime and double time in accordance with all other criteria set forth in federal and California state law.

e. No Pyramiding/ Duplication/ Compounding

For any work schedule implemented by the Hospital, there shall be no pyramiding, duplication or compounding of overtime and/or double time payments for the same hours worked.

17.9 POSTING AND CHANGING OF WORK SCHEDULES

- a. Self scheduling shall continue for those job classifications where self scheduling has been the past practice as of the date of ratification of this Agreement. All self scheduling requests shall be subject to management approval and potential revision, in accordance with past practice.
- b. The Hospital will post work schedules at least fourteen (14) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.

- c. 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.
- d. Requests by employees for changes to a posted schedule must be approved in writing by their core leader or their designee.

17.10 WEEKEND SHIFTS

- a. For day shift employees, a weekend shift is defined as any shift that commences at anytime between 12:01 a.m. and 3:59 p.m. on Saturday or Sunday.
- b. For night shift employees, a weekend shift is defined as any shift that commences between 4:00 p.m. and 11:59 p.m. on Friday or Saturday.
- c. All employees shall receive every other weekend off, unless requested by the employee.

17.11 MANDATORY MEETINGS

Employees shall be paid for all time spent in attendance at mandatory meetings at the Hospital.

ARTICLE 18 – UNION SECURITY

18.1 UNION MEMBERSHIP REQUIREMENTS

- a. As a condition of continued employment, employees covered by this Agreement shall, within thirty-one (31) days after hiring or the effective date of the Agreement, whichever is later, join the Union or pay the Union a service fee in an amount not to exceed the standard fee, periodic dues, and general assessment of the Union. However, any bargaining unit employee who is a member of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's agency fees to one of the non-labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code, as will be designated and mutually agreed upon by the Employer and the Union, and submit proof of such payment to the Union or Employer upon request.
- 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) work days, the employee shall be promptly terminated upon written notice of such non-compliance from the Union to the Employer.

18.2 DUES AUTHORIZATION

- a. The Union shall be responsible for collecting dues authorization cards and providing them to the Employer's designated representative.
- b. The Hospital will allow one (1) Union steward or Union representative up to fifteen (15) minutes during the general part of the Hospital's orientation program for new employees to collect dues authorization cards, discuss the Union and the terms of the collective bargaining agreement. In addition, if orientation for new hires is held at another location and not at Providence Little Company of Mary Medical Center San Pedro, the Union shall be notified and be provided the same opportunity to meet with the bargaining unit employees for fifteen (15) minutes during the orientation. For those orientation sessions held at Providence Little Company of Mary Medical Center San Pedro, if one (1) Union steward attends the orientation session in accordance with this paragraph during their hours of work, they shall be released from work without loss of pay for the 15-minute orientation session only if they receive prior supervisor approval. Such approval shall not be unreasonably denied.
- c. Prior to each new employee orientation session, the Hospital shall provide via e-mail to the Union representative all of the following information for newly hired bargaining unit employees participating in the orientation session: name, hire date, employee number, job title, department, status, shift, cell phone, and personal e-mail address (if available).

18.3 <u>DEDUCTION OF UNION DUES/ COPE</u>

- a. Union Dues: For each employee for whom the Union submits a fully executed dues authorization card, the Employer shall deduct, on a pay period basis, the amount of Union dues designated by the Union from the wages paid to said employee.
- b. Committee on Political Education (COPE): For each employee who has voluntarily agreed to COPE deductions, the COPE deductions shall begin no later than the start of the first full pay period following the date the Union provides the Employer with a fully executed dues authorization card for COPE deductions.
- c. No later than ten (10) business days following a payday, the Employer shall remit to the Union all of the dues deducted, and if applicable, COPE deductions, from the wages paid to the bargaining unit employees on that payday. Said payment shall be remitted to the Union via check or ACH transfer, whichever method is designated by the Union.
- d. On the same date as the date of the remittance of the dues, the Employer shall provide the Union with a spreadsheet that lists each bargaining unit employee's name, employee ID number, and the amount of dues deducted from said employee's wages.

18.4 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:

List of all members of the bargaining unit including full name, employee id number, home address, home phone number, cell phone number, work email address, department, department code, job classification, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire.

18.5 HOLD HARMLESS

The Union will hold the Employer harmless from any claims or liability arising out of this Article, including the expense of defending against such claims. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 19 – LEAVES OF ABSENCE

19.1 REQUESTS FOR LEAVE

All time off in excess of three (3) or more consecutive scheduled work shifts, excluding regularly scheduled Paid Time Off, requires the employee to contact the Hospital's third-party administrator and submit completed leave of absence documentation.

19.2 STATUTORY LEAVES OF ABSENCE

A. Overview

- 1. The Employer shall provide all leaves of absence in accordance with federal and California state law.
- 2. This Section provides an overview of some of the leaves of absence provided by federal or California state law. The information about each type of statutory leave in this Section is not comprehensive and is not intended to set forth all of the grounds upon which a request for a particular statutory leave would be granted or denied. For all such statutory leaves, eligibility would be determined based upon the provisions of each law.
- 3. Except as required by law or otherwise agreed to, employees must use any accumulated Paid Time Off (PTO) benefits, in accordance with the Hospital's PTO policy, in connection with statutory leaves of absence granted pursuant to this Article.

B. PARTIAL LIST OF STATUTORY LEAVES

1. FMLA/ CFRA

- a. In order to qualify for a leave of absence under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA), an employee must: (1) have been employed for at least 12 months; and (2) have worked at least 1,250 hours of service during the 12-month period immediately before the leave would begin. FMLA and CFRA leaves are for a maximum of 12 weeks every rolling twelve month period, beginning with the date an employee first takes such leave.
- b. An eligible employee may request leave under the FMLA and/ or CFRA to care for any of the following reasons:
 - i. Birth of a newborn child of the employee or placement of a child with the employee by adoption or foster care.
 - ii. Care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition.
 - iii. Serious health condition that prevents the employee from performing any one or more of the essential functions of their job.
 - iv. Military duty for the employee or the employee's spouse, domestic partner, child, or parent, in accordance with the relevant statutes.
- 2. Uniform Services Employment and Reemployment Rights Act ("USERRA")

USERRA provides rights for military service members and veterans.

19.3 NON-STATUTORY MEDICAL LEAVES OF ABSENCE

An employee who does not qualify for a leave of absence under FMLA or CFRA but who has a serious health condition that prevents them from performing any one or more of the essential functions of the job may request a leave by notifying the Hospital's third-party administrator and submitting completed leave documentation.

19.4 UNION LEAVE

If a bargaining unit member is elected or appointed to a position by the Union, the Employer shall grant up to two (2) such bargaining unit members a maximum of thirty (30) days each for Union Leave during each calendar year. However, no two (2) bargaining unit members who work in the same unit may take Union Leave concurrently. The Union shall provide a seven (7) day notice before the commencement of the Union Leave, provided that even in the absence of the seven (7)-day notice the Employer will still make best efforts to accommodate the request.

Bargaining unit members on a Union Leave will not be required to utilize PTO. They will not accrue PTO while on Union Leave. If the bargaining unit member chooses to not take PTO, they will remain responsible for paying their contributions for any elected benefits.

Bargaining unit members will be guaranteed return to their existing position, status and shift following their Union Leave, unless the bargaining unit member is included in a layoff pursuant to Article 13 of this Agreement.

19.5 PERSONAL LEAVES OF ABSENCE

- A. An employee who has been employed for at least six (6) continuous months may request a leave, for compelling personal reasons other than medical reasons, for a maximum period of twenty-six (26) weeks in a twelve (12) month period by notifying the Hospital's third-party administrator and submitting completed leave documentation.
- B. Except as required by law or otherwise agreed to, employees must use any accumulated Paid Time Off (PTO) benefits, in accordance with the Hospital's PTO policy, in connection with personal leaves of absence granted pursuant to this Article.

19.6 KIN CARE

- A. Eligible employees who have accrued and unused Paid Time Off or Paid Sick and Safe Leave are eligible to designate up to one-half (1/2) of their annual accrual as kin care.
- B. Eligible employees may designate accrued and unused Paid Time Off or Paid Sick and Safe Leave as kin care for any of the following reasons:
 - 1. Caregiver's own health condition (including diagnosis, care, treatment and preventative care).
 - 2. Care of a family member due to their health condition (including diagnosis, care, treatment and preventative care). For purposes of this Article 19.6.B.2 of the Agreement, "family member" includes all of the following:
 - a. Child
 - b. Parent
 - c. Spouse
 - d. Registered domestic partner
 - e. Grandparent
 - f. Grandchild
 - g. Sibling

- h. Designated person who is related by blood or whose association with the employee is akin to a family relationship (limited to one designated person per 12-month period)
- C. Obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.

19.7 BEREAVEMENT LEAVE

- A. In the event of the death of an employee's current spouse, current domestic partner, or child, an employee is entitled to 40 hours of paid bereavement leave.
- B. In the event of the death of an employee's parent, sibling, stepparent, stepchild, stepsibling, grandparent, grandchild, person who stood in loco parentis, or current in-law relationships through marriage or partnership of the categories referenced in Article 19.7.A and 19.7.B, an employee is entitled to 24 hours of paid bereavement leave. However, such an employee may also be entitled to an additional 16 hours of unpaid bereavement leave, if provided by California state law.
- C. Requests for bereavement leave must be submitted to an employee's core leader. All bereavement leave must be taken within a reasonable time, not to exceed three (3) months from the date of the death.

19.8 REPRODUCTIVE LOSS LEAVE

- A. Employees who have been employed for at least 30 days are eligible for up to five (5) days (based on their standard work schedule) of reproductive loss leave following a miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy or stillbirth. Those employees covered by this policy include the person suffering the reproductive loss, the current spouse or partner of the person suffering the reproductive loss, and any other person who would have been a parent but for the reproductive loss.
- B. Employees must complete the reproductive loss leave within three (3) months of the date of the loss, except that if an employee takes a protected leave of absence immediately following the reproductive loss, the reproductive loss must be taken within three (3) months of the end of the other leave. In the event an employee suffers more than one (1) reproductive loss within a twelve (12)-month period, the employee will be eligible for no more than a total of twenty (20) days within twelve (12) months.
- C. During any reproductive loss leave, employees may use available Paid Time Off (PTO), or may take the time as unpaid.

19.9 JURY DUTY

A. Full-time employees who are not able to rearrange their work schedules to accommodate jury duty will be paid their base rate of pay, excluding differentials, for each hour of work missed due to jury duty less the amount received from the court for

- jury services for a maximum of thirty-six (36) hours within a 12-month period. The amount of jury duty pay will be prorated for part-time employees.
- B. Each employee is responsible for producing to their supervisor a certificate of jury duty service from the court for all scheduled hours missed on account of jury duty service.

19.10 VOTING LEAVE

- A. If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- B. No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
- C. If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Employer at least two working days' notice that time off for voting is desired, in accordance with this Section.

19.11 CONTINUATION OF HEALTH BENEFITS DURING LEAVE

- A. If an employee who receives health benefits from the Employer is on an approved medical leave, the employee will continue receiving said health benefits for up to six (6) months of continuous approved medical leave. During the time period of the leave of absence in which an employee receives pay from their Paid Time Off (PTO), short-term-disability, or paid parental leave, the employee's portion of their health benefits premiums will continue to be deducted. Once the employee is no longer receiving any payment from PTO, short-term disability, and/or paid parental leave, the Employer will pay the complete health benefits premiums until such time as the employee has been on a leave of absence for six (6) months. At the end of the six (6)-month time period of the leave of absence, the employee is eligible to maintain their health benefits through COBRA.
- B. If an employee who receives health benefits from the Employer is on an approved personal or military leave, the employee will continue receiving said health benefits for up to sixty (60) days of continuous approved personal or military leave. During the time period of the leave of absence in which an employee receives pay from their PTO, the employee's portion of their health benefits premiums will continue to be deducted. Once the employee is no longer receiving any payment from PTO, the Employer will pay the complete health benefits premiums until such time as the employee has been on a leave of absence for sixty (60) days. At the end of the sixty

(60)-day time period of the leave of absence, the employee is eligible to maintain their health benefits through COBRA.

ARTICLE 20 – SUCCESSORSHIP

In the event of a sale, merger, lease, assignment, divestiture or other transfer of ownership to a third party of the Employer or any department or unit where bargaining unit employees are employed, all of the following shall apply:

- 1. Such successor organization shall be bound by each and every provision of this Agreement.
- 2. The Employer will notify the Union in writing at least forty-five (45) days prior to the effective date of the sale, merger, lease, assignment, or other transfer of ownership.
- 3. The Employer shall have an affirmative duty to call the terms of Article 20 of this Agreement to the attention of any organization with which it seeks to enter into a sale, merger, lease, assignment, divestiture, or other transfer of ownership as aforementioned in Article 20 of this Agreement, and if such notice is so given, the Employer shall have no further obligations hereunder from the effective date of any such sale, merger, lease, assignment, divestiture, or other transfer of ownership.

ARTICLE 21 – HOLIDAYS

A. OVERVIEW

The seven (7) holidays listed below in Article 21.B are the only holidays recognized under this Agreement. For purposes of this Agreement, a shift is considered a holiday shift only when the majority of the hours worked on the shift fall on the holiday.

B. <u>RECOGNIZED HOLIDAYS</u>

- 1. New Year's Day
- 2. Martin Luther King, Jr. Day
- 3. Memorial Day
- 4. Independence Day
- 5. Labor Day
- 6. Thanksgiving
- 7. Christmas

C. HOLIDAY PAY

Employees shall receive one and one-half times (1.5x) their base rate of pay for all hours worked on a shift when the majority of the hours on their shift fall on a holiday.

D. HOLIDAY SCHEDULING

1. Thanksgiving, Christmas and New Year's Day

- a. All Full-Time and Part-Time employees shall make themselves available to work two (2) of the following three (3) holidays: Thanksgiving and Christmas in the same calendar year, and New Year's Day in the following calendar year. For example, a Full-Time employee would need to make themself available to work two (2) of the following (3) days: Thanksgiving 2025, Christmas 2025, and New Year's Day 2026.
- b. All Per Diem employees shall make themselves available to work one (1) of the following three (3) holidays: Thanksgiving and Christmas in the same calendar year, and New Year's Day in the following calendar year.
- c. By September 1 of each year, employees shall submit their requests regarding which of the holidays referenced above (Thanksgiving and Christmas in the same year, and New Year's Day in the following year) they would like to work to meet their holiday work commitments. The Hospital shall consider each employee's request in good faith, subject to staffing and patient care needs. As determined by staffing and patient care needs, the Hospital reserves the right to require each employee to work their minimum holiday commitment, as set forth in this Article 21.
- 2. Martin Luther King, Jr. Day; Memorial Day, Independence Day, and Labor Day
 - a. All Full-Time and Part-Time employees shall make themselves available to work two (2) of the following four (4) holidays in the same calendar year: Martin Luther King, Jr. Day; Memorial Day; Independence Day; and Labor Day.
 - b. All Per Diem employees shall make themselves available to work one (1) of the following four (4) holidays in the same calendar year: Martin Luther King, Jr. Day; Memorial Day; Independence Day; and Labor Day.
- 3. Any employee may volunteer to be available for a greater holiday commitment than set forth above. The Hospital will consider any such requests for additional holiday shifts in good faith, subject to the Hospital's staffing and patient care needs.

E. DEPARTMENT CLOSURES ON A HOLIDAY

Full-Time and Part-Time employees in a department that is closed or has reduced staffing on one of the holidays referenced in Article 21.B. of this Agreement or on a day adjacent to one of said holidays (for example, July 3 or July 5) shall have the option to take the date of the closure or reduced staffing as Paid Time Off or an unpaid day, provided that all of the following conditions are met:

- 1. The employee does not work on the date of the closure or reduced staffing.
- 2. The date of the closure or reduced staffing falls on a day of the week when the department is customarily open.

3. The closure or reduced staffing causes the employee to work fewer hours in a pay period than they would customarily work, per their FTE.

F. <u>CREDIT FOR HOLIDAYS WHEN EMPLOYEE IS SCHEDULED BUT DOES NOT WORK</u>

- 1. Once the holiday schedules are posted, employees are free to find a replacement employee for the holiday shift, but only with the approval of the department leader. Any employee who finds a replacement employee for the holiday shift will not receive credit toward fulfilling their holiday commitment on that particular holiday.
- 2. If an employee is canceled or flexed on a holiday, the employee will receive credit toward fulfilling their holiday commitment on that particular holiday.

ARTICLE 22 – VACATION SCHEDULING

- A. For each calendar year, there shall be two vacation periods: Vacation Period 1 shall cover the time frame of January 1 through June 30 of each calendar year. Vacation Period 2 shall cover the time frame of July 1 through December 31.
- B. For Vacation Period 1, employees shall submit their vacation requests no later than September 30 of the previous year. Employees shall be notified no later than October 14 whether their vacation requests in Vacation Period 1 are approved or denied. The Employer shall not begin the process of granting vacation requests until October 1, after all employees have had the opportunity to submit requests for this period.
- C. For Vacation Period 2, employees shall submit their vacation requests no later than March 31 of the same year. Employees shall be notified no later than April 14 whether their vacation requests in Vacation Period 2 are approved or denied. The Employer shall not begin the process of granting vacation requests until April 1, after all employees have had the opportunity to submit requests for this period.
- D. Vacations requests should be submitted in order of preference (i.e., first choice; second choice; third choice, etc).
- E. In processing vacation requests during each Vacation Period, the Employer will first review all first preference vacation requests in order of seniority (most senior to least senior), then review all second preference vacation requests in order of seniority (most senior to least senior), and repeat the same process for all levels of preference.
- F. As an exception to the above, if the Employer is unable to grant an employee's first preference, the Employer would review the employee's second preference before considering the first preference of any other employee with less seniority. The Employer would repeat the same process for other preference levels when it is unable to grant an employee's request.

- G. Requests received after the annual vacation scheduling period above shall be granted subject to staffing and patient care needs, on a first come, first served basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority. Vacation requests will be considered at any time of the year but only for the period in which the request was made. For example, a request made in February can only include the time frame of January through June and cannot include Vacation Period No. 2.
- H. The Hospital shall notify an employee in writing of approval or denial of vacation requests as soon as possible for vacation requests submitted after the annual vacation scheduling periods above, but no later than two (2) weeks after receipt of said requests.
- I. Transferring employees will be required to select vacation from open dates, at their new department/location, not previously filled by scheduled vacations or approved leaves.
- J. Employees granted vacation time will use accrued Paid Time Off.

ARTICLE 23 – FLEXING AND CANCELLATIONS

- A The following definitions apply for purposes of this Article:
 - 1. Cancellation An employee's previously scheduled shift is canceled before the scheduled start time. The employee will not be expected to report for work or to work any part of the scheduled shift.
 - 2. Flexing An employee is called off for a portion of their scheduled shift.
- B. The Hospital may cancel or flex employees to address census fluctuations, patient acuity or other operational needs as determined by the Hospital.
- C. For employees cancelled before their shift commences, the Hospital will notify the affected employee(s) at least two (2) hours prior to the scheduled start time for the shift.
- D. In the event that the Hospital deems it appropriate to cancel/ flex one or more employees in any unit, the Hospital will do so in the following order, by shift, in the affected unit:
 - 1. Employees working shifts for which double time or overtime (including call back pay) is paid.
 - 2. Volunteers.
 - 3. Travelers/registry who may be canceled/flexed up to the maximum allowable under their contract.
 - 4. Per Diem employees.
 - 5. Full-Time and Part-Time employees.

- E. Within each of the categories in Section D above, cancellations and flexing shall be by rotation by shift in the affected unit, provided that the Hospital determines that the remaining employees are qualified to perform the necessary tasks and that such rotation is consistent with the Hospital's assessment of patient care, skill mix and operational needs. Each department shall maintain a flexing/ cancellation log.
- F. Full-Time and Part-Time employees who are canceled or flexed may elect to take the time off without pay or use accrued PTO benefits. Full-Time and Part-Time employees who are canceled or flexed will accrue PTO on the hours they were scheduled to work but do not work due to the cancellation/ flex, regardless of whether the employees elect to use accrued PTO for such hours.

ARTICLE 24 – PAID TIME OFF (PTO)

A. PURPOSE

Paid Time Off ("PTO") benefits are designed to continue regular pay during certain times when an employee is not working.

B. ELIGIBLE EMPLOYEES FOR PTO ACCRUAL

All Full-Time and Part-Time employees (0.5 FTE and above) are eligible to accrue PTO.

C. RULES FOR PTO ACCRUAL

- 1. Eligible employees may accrue and utilize PTO in accordance with the Hospital's policies and practices.
- 2. Eligible employees accrue PTO during all of the following:
 - a. Hours worked in a pay period, not to exceed eighty (80) hours worked in a pay period.
 - b. Hours while PTO is being utilized.
 - c. Hours the employee was scheduled to work but did not work because they were called off or flexed.
- 3. In the PTO Accrual Chart shown in Article 24.D below, the "Length of Service in Benefit Status" represents the number of years an employee has been employed in a PTO-eligible position (0.5 FTE or above) at the Hospital.
- 4. In the PTO Accrual Chart shown in Article 24.D below, the "Maximum PTO Accruals Per Pay Period" represents the number of hours of PTO an eligible employee would accrue in a pay period if the employee's total number of eligible hours for PTO accrual in that pay period equals eighty (80). If the employee's total number of eligible hours for PTO accrual in a pay period is less than eighty (80), the employee would accrue a

prorated amount of PTO in that pay period, based on their total number of eligible hours for PTO accrual in that pay period. For example, if the employee's total number of eligible hours for PTO accrual in a pay period is forty (40), the employee would accrue one-half (1/2) of the applicable maximum PTO accrual in that pay period. If the employee's total number of eligible hours for PTO accrual in a pay period is greater than eighty (80), the employee would accrue the applicable maximum number of PTO hours the employee is eligible to accrue in a pay period.

5. In the PTO Accrual Chart shown in Article 24.D below, the "Maximum PTO Balance" represents the maximum number of PTO hours that an employee can accrue in their PTO account. Once an employee has reached the applicable maximum PTO balance, the employee will stop accruing PTO until their PTO balance is below the applicable maximum.

D. PTO ACCRUAL CHART

Length of Service in Benefit Status	Maximum PTO Accruals Per Pay Period	Maximum PTO Balance
Less than 3 years	7.69 hours	300 hours
3 to less than 5 years	8.62 hours	336 hours
5 to less than 10 years	9.23 hours	360 hours
10 to less than 15 years	10.15 hours	396 hours
15 or more years	10.77 hours	420 hours

ARTICLE 25 – HEALTH BENEFITS

- A. The Hospital will provide eligible full-time and part-time employees covered by this Agreement with the opportunity to participate in the same medical (including prescription drug), dental, vision, Accidental Death & Dismemberment, basic life, supplemental life, dependent life, Short Term Disability, Long Term Disability, medical reimbursement account, dependent care account and deductibles that it provides to its non-bargaining unit employees, subject to the terms, conditions, limitations and other provisions of the respective plan documents.
- B. Premiums for the Medical Plans for each plan year under the contract shall not increase by more than ten percent (10%) on a blended average basis in any single plan year, meaning for some categories the increases can be greater than ten percent (10%) and others less than ten percent (10%).

- C. Non-benefits eligible employees (less than 0.5 FTE) are eligible to enroll in a designated medical plan for employee-only coverage at one hundred percent (100%) of the full premium costs.
- D. By October 1 of each year, the Employer will notify the Union of any changes to offered health benefits plans that will take effect the following plan year, and will meet and confer upon request.

ARTICLE 26 – COMPENSATION

A. GENERAL

- 1. Appendix A, which is attached hereto and incorporated into this Agreement, contains the wage grids for the Agreement. The wage grids for Full-Time and Part-Time bargaining unit employees in each job classification contain different wage rates corresponding with different years of experience. The wage grids for Per Diem employees in each job classification contain a single wage rate. However, not all employees shall be placed at the wage rates contained in Appendix A. All compensation is subject to the terms and conditions set forth in this Article 26 of the Agreement.
- 2. The only wage increases for Full-Time, Part-Time, and Per Diem employees shall occur in Contract Year 1, Contract Year 2, and Contract Year 3, as set forth in Section C of this Article, shown below.

B. RECOGNIZED YEARS OF SERVICE/ PLACEMENT ON THE WAGE GRID FOR FULL-TIME AND PART-TIME EMPLOYEES

1. Overview

All Full-Time and Part-Time employees shall be placed on the applicable wage grid in Appendix A based on their recognized years of service, subject to the terms and conditions of this Article 26.

2. Recognized Years of Service

a. For the initial placement on the wage grid for bargaining unit employees employed as of the date of ratification of this Agreement, as set forth in Article 26.C.1 below, and for the initial placement on the wage grid for all employees hired into bargaining unit positions following the date of ratification of this Agreement, each employee's credited years of service shall be calculated as follows, measured as of the date of placement on the wage grid:

i. For all Employees:

One (1) year of service for each complete year of experience working in the employee's job classification in an acute care hospital in the United States of America.

ii. <u>For Certified Nursing Assistants, Licensed Vocational Nurses, Mental Health</u> Associates, and Nursing Assistants:

In addition to the experience referenced above in Article 26.B.2.a.i, they also receive credit for each complete year of experience working in the employee's job classification in either of the following facilities in the United States of America:

- A. Psychiatric Facility
- B. Skilled Nursing Facility
- iii. For Certified Occupational Therapy Assistants, Occupational Therapists, Physical Therapists, Physical Therapy Assistants, Recreational Therapists, and Speech Language Pathologists:

In addition to the experience referenced above in Article 26.B.2.a.i, they also receive credit for each complete year of experience working in the employee's job classification in any of the following facilities in the United States of America:

- A. Home Health Facility
- B. Outpatient Clinic
- C. Rehabilitation Center
- D. Skilled Nursing Facility
- iv. The terms set forth above provide the minimum criteria that will be used to determine recognized years of service. However, the Employer reserves the right also recognize any additional criteria to determine recognized years of service, provided that it is in accordance with the Employer's past practice.
- b. Each employee shall receive credit for one (1) additional year of service for each additional complete year—following the date of their initial placement on the wage grid—in which an employee remains continuously employed in a bargaining unit position at the Hospital.
- 3. <u>Calculation of Recognized Years of Service for Full-Time and Part-Time Employees</u> Employed As of the Date of Ratification of this Agreement
 - a. <u>Overview</u>: The following process shall be used for the calculation of recognized years of service for Full-Time and Part-Time employees employed as of the date of

- ratification of this Agreement, for purposes of determining their appropriate initial placement on the wage grid, as set forth in Article 26.C.1 below.
- b. No later than the last day of the pay period that includes the date of ratification of this Agreement, all full-time and part-time employees will have the opportunity to submit an attestation form showing their recognized years of service in their current job classification.
- c. If a full-time or part-time employee fails to submit a completed attestation form by the last day of the pay period that includes the date of ratification of this Agreement, the employee will be deemed to have the number of years of recognized service that is equal to the number of years of service commensurate with the wage rate on the wage grid that is closest to the employee's wage rate in effect on the last day of the pay period that includes the date of ratification of this Agreement.
- d. No later than forty-five (45) days following the date of ratification of this Agreement, any full-time or part-time employee who has not previously submitted an appeal form regarding their credited years of service may submit such an appeal form. The Hospital will review the appeal form, and if any adjustment to the employee's recognized years of service is warranted, the adjustment will take effect on the first date of the first full pay period following the forty-five (45)-day time period immediately following the date of ratification of the Agreement.
- e. Any full-time or part-time employee who fails to submit an appeal form regarding credited years of service during the forty-five (45)-day time period immediately following the date of ratification of the Agreement may submit such a form at a later date. The Hospital will review the appeal form, and if any adjustment to the employee's recognized years of service is warranted, the adjustment will take effect upon the next scheduled date for the annual wage increases, shown in Section C of this Article.

4. Internal Transfers

- a. <u>Full-Time and Part-Time Employees Transferring to Another Full-Time or Part-</u> Time Position
 - i. When a full-time or part-time employee transfers into a job classification with an equal wage grid, as set forth in Appendix A, the employee's recognized years of service and wage rate will remain the same, except as otherwise set forth in this Agreement. Following the transfer, any future wage adjustments would be subject to the terms of Section C of this Article. For purposes of this Article 26.B.4.a.i, an equal wage grid refers to any wage grid in which the Step 25 wage rate is equal to the Step 25 wage rate in the wage grid for the employee's previous job classification.
 - ii. When a full-time or part-time employee transfers into a job classification with a greater wage grid, as set forth in Appendix A, the employee will be credited

with the number of years of recognized service corresponding with either of the following: (1) the wage rate in the wage grid for their new job classification that is equal to the employee's wage rate in their previous job classification at the time of transfer; or (2) if no such rate exists, the wage rate in the wage grid for their new job classification that is closest to and greater than the employee's wage rate in their previous job classification at the time of transfer. At the time of the transfer, the employee's wage rate will be adjusted to the wage rate corresponding with their recognized years of service on the wage grid for their new job classification. For example, if an employee earned \$25.00/ hour at the Step 10 rate for their previous job classification at the time of the transfer, and the wage grid for their new job classification includes Step 5 (\$24.50/ hour) and Step 6 (\$25.50/ hour), the employee would be credited with 6 years of service, and their wage rate in their new job classification would be \$25.50/ hour. Following the transfer, any future wage adjustments would be subject to the terms of Section C of this Article. For purposes of this Article 26.B.4.a.ii, a greater wage grid refers to any wage grid in which the Step 25 wage rate is greater than the Step 25 wage rate in the wage grid for the employee's previous job classification.

iii. When a full-time or part-time employee transfers into a job classification with a lower wage grid, as set forth in Appendix A, the employee will be credited with the number of recognized years of service corresponding with the wage rate in the wage grid for their new job classification that is closest to the wage rate they received in their previous job classification. At the time of the transfer, the employee's wage rate will be adjusted to the wage rate corresponding with their recognized years of service on the wage grid for their new job classification. Following the transfer, any future wage adjustments would be subject to the terms of Section C of this Article. For purposes of this Article 26.B.4.a.iii, a lower wage grid refers to any wage grid in which the Step 25 wage rate is lower than the Step 25 wage rate in the wage grid for the employee's previous job classification.

b. Full-Time and Part-Time Employees Transferring to a Per Diem Position

If a full-time or part-time employee transfers to a per diem position, the employee shall be paid the applicable per diem wage rate for their job classification.

c. Per Diem Employees Transferring to a Full-Time or Part-Time Position

If a per diem employee transfers to a full-time or part-time position, the employee shall be placed on the applicable step on the wage grid based upon their recognized years of service in their job classification, per the terms of Article 26.B.2 of this Agreement.

C. WAGE INCREASES

- 1. <u>Contract Year One Effective the third full pay period following the date of ratification of this agreement:</u>
 - a. All Full-Time and Part-Time employees shall be placed on the appropriate step on the wage grid in Appendix A based upon their recognized years of service as of the date of ratification of the Agreement, subject to the following limitations:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 4.0% shall receive a wage increase of 4.0%.
 - ii. No employee shall receive a wage increase of greater than 5.0% as a result of placement on the wage grid.
 - b. Per Diem employees shall be placed on the Per Diem wage grid for their job classification, subject to the following limitations:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 4.0% shall receive a wage increase of 4.0%.
 - ii. No employee shall receive a wage increase of greater than 5.0% as a result of placement on the wage grid.
- 2. Contract Year Two Effective the first full pay period following January 30, 2026:
 - a. All wage rates on the wage grid in Appendix A shall be increased by 3.0%.
 - b. All Full-Time and Part-Time employees shall be placed on the appropriate step on the wage grid in Appendix A based upon their recognized years of service as of the one (1)-year anniversary of the date of ratification of the Agreement, subject to the following limitations:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 2.0% shall receive a wage increase of 2.0%.
 - ii. No employee shall receive a wage increase of greater than 5.0% as a result of placement on the wage grid.
 - c. Per Diem employees shall be placed on the Per Diem wage grid for their job classification, subject to the following limitations:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 2.0% shall receive a wage increase of 2.0%.

- ii. No employee shall receive a wage increase of greater than 5.0% as a result of placement on the wage grid.
- 3. Contract Year Three Effective the first full pay period following January 30, 2027:
 - a. All wage rates on the wage grid in Appendix A shall be increased by 3.0%.
 - b. All Full-Time and Part-Time employees shall be placed on the appropriate step on the wage grid based upon their recognized years of service as of the two (2)-year anniversary of the date of ratification of the agreement, subject to the following limitation:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 2.0% shall receive a wage increase of 2.0%.
 - c. Per Diem employees shall be placed on the Per Diem wage grid for their job classification, subject to the following limitation:
 - i. Any employee whose placement on the wage grid would result in a wage increase of less than 2.0% shall receive a wage increase of 2.0%.

4. Minimum Wage

In the event that this Agreement provides for a wage rate to an employee that is less than any minimum wage that is applicable to said employee, the employee shall receive said minimum wage, effective the date said minimum wage takes effect.

D. SHIFT DIFFERENTIALS

1. Groups

a. Overview: For the sole purpose of assigning the appropriate shift differentials to the employees, each job classification is assigned to Group 1, Group 2, or Group 3. For each shift differential, there is a specific amount that is provided to the employees in the job classifications that are included in each of the three (3) Groups. The job classifications assigned to each Group, and the applicable shift differentials available to the employees in the job classifications that are included in each Group, are shown in the sections below.

b. Group 1

- i. Activities Aide
- ii. Associate Sterile Processing Technician
- iii. Certified Occupational Therapy Assistant
- iv. Cook
- v. Discharge Planner
- vi. Emergency Technician

- vii. Endoscopic Technician
- viii. Environmental Services Technician
 - ix. Food Service Attendant
 - x. Health Unit Coordinator
- xi. Lead Activities Aide
- xii. Lead Environmental Services Technician
- xiii. Lead Patient Services Specialist
- xiv. Mental Health Associate
- xv. Nutrition Attendant
- xvi. Patient Services Specialist
- xvii. Patient Sitter
- xviii. Patient Transporter
- xix. Pharmacy Technician
- xx. Physical Therapy Assistant
- xxi. Rehabilitation Aide
- xxii. Telemetry Technician

c. Group 2

- i. Care Manager
- ii. Certified Nursing Assistant
- iii. Dietitian
- iv. Echocardiograph Technologist
- v. LPN LVN
- vi. Mammography Technologist
- vii. Nursing Assistant
- viii. Radiology Interventional Technologist
- ix. Recreational Therapist
- x. Vascular Technologist

d. Group 3

- i. Associate Surgical Technician
- ii. Care Manager BSW
- iii. Care Manager LCSW
- iv. Care Manager MSW
- v. CT Technologist
- vi. Lead CT Technologist
- vii. Lead MRI Technologist
- viii. Lead Physical Therapist
- ix. Lead Occupational Therapist
- x. Lead Radiology Technologist
- xi. Lead Surgical Tech
- xii. Mental Health Therapist LMFT
- xiii. MRI Technologist
- xiv. Nuclear Medicine Technologist
- xv. Occupational Therapist
- xvi. Physical Therapist

- xvii. Radiology Technologist
- xviii. Respiratory Care Practitioner
- xix. Senior Surgical Tech
- xx. Speech Language Pathologist
- xxi. Ultrasound Technologist

2. Evening Differential

a. Eligibility

When the majority of the hours worked on a shift are between 3:00 p.m. and 10:59 p.m. on the same date, the employee shall receive the applicable evening shift differential for all hours worked on the shift.

b. Amount

Effective the date of ratification of this Agreement:

i. Group 1: \$2.00/ hour ii. Group 2: \$2.50/ hour iii. Group 3: \$5.25/ hour

3. Night Differential

a. Eligibility

When the majority of the hours worked on a shift are between 11:00 p.m. on a particular date ("Date 1") and 6:59 a.m. on the date that immediately follows Date 1, the employee shall receive the applicable night shift differential for all hours worked on the shift.

b. Amount

Effective the date of ratification of this Agreement:

i. Group 1: \$3.00/ hour ii. Group 2: \$3.50/ hour iii. Group 3: \$6.50/ hour

4. Relief Lead Differential

a. Eligibility

- i. When employees who do not have the word "Lead" in their job classification work in a lead role in a relief capacity, they are eligible to receive the applicable relief lead differential for all hours worked while assigned to work in the lead role.
- ii. The relief lead differential is unavailable to employees in any of the following job classifications:

- A. Lead Activities Aide
- B. Lead CT Technologist
- C. Lead Environmental Services Technician
- D. Lead MRI Technologist
- E. Lead Patient Services Specialist
- F. Lead Physical Therapist
- G. Lead Occupational Therapist
- H. Lead Radiology Technologist
- I. Lead Surgical Technologist
- b. Amount (effective the date of ratification of this Agreement):

i. Group 1: \$2.00/ hour ii. Group 2: \$3.00/ hour

iii. Group 3: \$3.50/ hour

5. Preceptor Differential

a. Eligibility

i. <u>For Those Job Classifications That Utilize Preceptors Other Than Respiratory</u> <u>Care Practitioner</u>

Employees shall receive the applicable preceptor differential for all hours worked while assigned to work as a preceptor for a newly hired employee in the department.

ii. For Respiratory Care Practitioners

Respiratory Care Practitioners shall receive the applicable preceptor differential for all hours worked while assigned to work as a preceptor for either a newly hired employee in the department or a Respiratory care student conducting clinical rotations at the Hospital.

b. Amount

Effective the date of ratification of this Agreement:

i. Group 1: \$2.00/ hour ii. Group 2: \$2.50/ hour iii. Group 3: \$3.50/ hour

E. STANDBY

1. Effective the start of the third full pay period following the date of ratification of this Agreement, an employee assigned to standby status will be paid \$9.50/ hour for the time they are assigned to such status.

- 2. Effective the start of the first full pay period following the one-year anniversary of the date of ratification of this Agreement, an employee assigned to standby status will be paid \$9.75/ hour for the time they are assigned to such status.
- 3. Effective the start of the first full pay period following the two-year anniversary of the date of ratification of this Agreement, an employee assigned to standby status will be paid \$10.00/ hour for the time they are assigned to such status.
- 4. No other compensation will be paid for standby status, other than as set forth above. Hours of standby will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay.

F. EXTRA SHIFT PAY

1. Eligibility

The Employer shall maintain sole discretion to designate which shifts qualify for extra shift pay.

2. Amount

- a. For hours worked on shifts that qualify for extra shift pay, the extra shift pay shall be added to the employee's applicable hourly rate of pay.
- b. LPN/ LVNs shall receive extra shift pay in the amount of \$5.00/ hour for all hours worked in a shift that qualifies for extra shift pay.
- c. Respiratory Care Practitioners shall receive extra shift pay in the amount of \$14.00/ hour for all hours worked in a shift that qualifies for extra shift pay.
- d. For all job classifications other than LPN/ LVN and Respiratory Care Practitioner, the Employer shall maintain sole discretion to determine the appropriate amount of extra shift pay for all hours worked on a shift that qualifies for extra shift pay.

G. MINIMUM RATES

All wage rates, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Hospital's right to increase wage rates and/or scales, benefits, premiums and differentials, and to pay other extra compensation at the Hospital'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 set forth in this Agreement. Before taking any such action, the Hospital shall notify the Union and meet and confer over the proposed change.

H. GRANDFATHERED CERTIFIED NURSING ASSISTANTS

1. For purposes of this Agreement, a "Grandfathered Certified Nursing Assistant" is someone who meets both of the following criteria:

- a. Continuously employed by the Hospital as a Nursing Assistant in an acute care department at the Hospital since on or before August 6, 2024.
- b. Continuously maintained their Certified Nurse Assistant certification since on or before August 6, 2024.
- 2. No later than the final date of the pay period that includes the date of ratification of this Agreement, any bargaining unit members who desire to be classified as a Grandfathered Certified Nursing Assistant must submit to their core leader documentation of their maintenance of their Certified Nurse Assistant certification since on or before August 6, 2024. Failure to meet this deadline will result in forfeiture of the right to be classified as a Grandfathered Certified Nursing Assistant.
- 3. The Grandfathered Certified Nursing Assistants shall be classified as "Certified Nursing Assistants" and subject to the "Certified Nursing Assistant" wage grids in Appendix A of this Agreement for so long as they continue to meet the requirements for Grandfathered Nursing Assistants set forth in this Article 26.H.
- 4. The Grandfathered Certified Nursing Assistants shall be subject to the same requirements to maintain their Certified Nurse Assistant certification as are applied to all other Certified Nursing Assistants at the Hospital.
- 5. If a Grandfathered Certified Nursing Assistant fails to meet the Hospital's requirements to maintain their Certified Nurse Assistant certification, all of the following shall apply:
 - a. They shall be reclassified to the position of "Nursing Assistant."
 - b. Their compensation shall be adjusted to the applicable wage rate in the "Nursing Assistant" wage grids, as set forth in Appendix A of this Agreement.
 - c. They shall forfeit their right to be classified as a Grandfathered Certified Nursing Assistant.

ARTICLE 27 – RETIREMENT

The Hospital will provide bargaining unit employees the same retirement program as is provided to non-bargaining unit employees at the Hospital, subject to the terms, conditions, limitations and other provisions of the respective plan documents. As of the date of ratification of this Agreement, the retirement program available to non-bargaining employees at the Hospital includes a 401(k) plan and a 457(b) plan.

ARTICLE 28 – EDUCATION BENEFITS

A. OVERVIEW

The Hospital has an education benefits policy to encourage and financially assist employees in further developing their professional skill through participation in approved educational programs in areas mutually beneficial to the employee and the Hospital.

B. BENEFITS

1. Eligible Expenses/ Programs

a. Tuition Assistance

Eligible employees may receive 100% assistance of tuition and mandatory fees (e.g. registration fees, technology fees, lab fees, certification exam fees) and required books and supplies for select foundational programs, high school completion, certificates, undergraduate degrees and graduate degree programs in high-priority areas for hard-to-fill roles, in accordance with the program rules established by the Hospital's third-party education benefits vendor.

b. Tuition Reimbursement

Eligible employees may receive reimbursement for costs associated with U.S.-based accredited undergraduate/graduate certificates, undergraduate degrees, and graduate degree programs.

2. Ineligible expenses include required license and/or certification expenses, certification fees, costs associated with conferences, and travel expenses.

C. <u>ELIGIBILITY</u>

1. Employment Status

Applicants must be full-time or part-time employees who are actively employed by the Hospital on the date of the initial program application and on the start date of each program or academic term. If an employee enrolled in a tuition assistance program is terminated after the program enrollment verification date, the employee will retain access to tuition benefits for that program term only and will not be eligible for subsequent program terms.

2. Application Process

Employees must apply for all programs through the Hospital's third-party education benefits vendor and follow all applicable processes and terms of eligibility.

3. Academic Requirements

Employees must maintain a cumulative grade point average (GPA) of 2.0 or higher for undergraduate degree programs, and a cumulative GPA of 3.0 or higher for graduate degree programs. GPAs are confirmed on the first day of each term. Failure to maintain the required GPA will result in loss of eligibility until the employee is able to improve their GPA to the required threshold.

4. Requests for Reimbursement

Employees must submit all requests for reimbursement to the Hospital's third-party vendor for education benefits in accordance with the vendor's applicable guidelines.

D. <u>ANNUAL CAP ON EDUCATION BENEFITS</u>

- 1. Eligible employees may receive up to \$5,250 in education benefits each year. The \$5,250 cap is inclusive of all education benefits provided under this Article, including both tuition assistance and tuition reimbursement. For example, if an employee receives \$2,625 in tuition assistance in a particular year, that employee would be eligible to receive no more than \$2,625 in tuition reimbursement in the same year.
- 2. The applicable date for education benefits expenses is the date they are submitted.

E. INCOME TAX IMPLICATIONS

Employees should contact a tax advisor regarding personal income tax treatment of education benefits.

F. COURSES REQUIRED AND OFFERED BY THE HOSPITAL

Courses required and offered by the Hospital are on paid time and must be completed so as to not incur overtime. Employees may cancel attendance with at least five (5) days' notice. Any employee who signs up for a course and does not attend without giving such notice shall be treated in the same manner as for an absence on any scheduled workday.

ARTICLE 29 – NOTICES

Notices by the Union to the Hospital shall be e-mailed to the Hospital's Chief Human Resources Officer or their designee.

Notices by the Hospital to the Union shall be e-mailed and mailed to the Union representative. The mailed version shall be sent to the following address:

National Union of Healthcare Workers 225 W. Broadway #400 Glendale, CA 91204

ARTICLE 30 – WORK STOPPAGE

A. Neither the Union nor the employees shall threaten to, or participate in, any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage during the life of this Agreement. In the event of any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or threat of any of the aforementioned events, the Union and its officers will do everything within their power to end or avert the same.

48

The Hospital, for its part, agrees that there shall be no lockout of employees during the term of this Agreement.

B.

ARTICLE 31 – TERM OF AGREEMENT

This Agreement shall be in effect from January 30, 2025 up to and including January 29, 2028.

	. ^		
On Behalf	of the Nation	al Union	of Healthcare
Workers:	A X		

/ \

Sophia Mendo**j**a Presideņt, NUHW

Barbara Lewis

Chief Negotiator, NUHW

On Behalf of Providence Little Company of Masy-Madical Center San Pedro:

Nate Mabry

Nate Mabry

Chief Administrative Officer

NUHW BARGAINING COMMITTEE

Summer Banks Cindy Tabriski
Radiology Technologist Physical Therapist

Alyssa Benavides Cassie Tom

Lead Occupational Therapist Physical Therapist

Lauren Capezza Arlene Torres

Physical Therapist Care Manager LCSW

Nancy Gonzalez Linda Jensen

Ultrasound Technologist Lead Activities Aide

Jo Hunt-Korn Andrea Tanori

Physical Therapist Care Manager LCSW

Kori Kutsch Janai Zamora Fukutake

Occupational Therapist Care Manager LCSW

Sydney Macwilliams Carmeda Barnes

Occupational Therapist Mental Health Associate

Sharon Masuzumi Sawai Charlie Carter

Dietitian Certified Occupational Therapy Assistant

Julia Mathews Liezl Fernandez

Physical Therapist Respiratory Care Practitioner

Austin Matranga Germain Gomez

Emergency Technician Mental Health Associate

Alex Nunez Jonathan Hurtado

Certified Nursing Assistant Respiratory Care Practitioner

Nina Pepe Thesa Katnic

Patient Service Specialist Patient Sitter

Nancy Ponce De Leon Catherine Oliveras
Nursing Assistant Mental Health Associate

Juana Rodriguez Paul Ondo

Certified Nursing Assistant Respiratory Care Practitioner

Kathleen Paras

Respiratory Care Practitioner

Dora Peacock

Certified Nursing Assistant

Carlos Recinos Patient Transporter

Danielle Serrano

Food Service Attendant

Antron Watkins

Mental Health Associate

Julian Brame

Respiratory Care Practitioner

Catrina Ceja

Endoscopic Technician

Jenna East

Speech Language Pathologist

Corinna Enriquez

Nursing Assistant

Chrysoula Frantz

LVN/LPN

Veronica Gonzales

Physical Therapist Assistant

Aida Hernandez

Lead Radiology Technologist

Judith Hernandez

Certified Nursing Assistant

Paul Lazenby

Certified Nursing Assistant

Dominga Pineda

Certified Nursing Assistant

Paul Miller

Lead CT Technologist

Regina Munoz LVN/LPN

Arlene Larios

MRI Technologist

Peace Ebiriekwe

LVN/LPN

Raul Canjura

CT Technologist

APPENDIX A – WAGE GRIDS

	Wage Grid 1												
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top	
Activities Aide	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	
Associate Sterile Processing Technician	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	
Cook	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	
Environmental Services Technician	\$23.25	\$23.72	\$24.19	\$24.67	\$25.16	\$25.66	\$26.17	\$26.69	\$27.22	\$27.76	\$28.32	\$28.89	
Food Service Attendant	\$23.25	\$23.72	\$24.19	\$24.67	\$25.16	\$25.66	\$26.17	\$26.69	\$27.22	\$27.76	\$28.32	\$28.89	
Health Unit Coordinator	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	
Nursing Assistant	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	
Nutrition Attendant	\$23.25	\$23.72	\$24.19	\$24.67	\$25.16	\$25.66	\$26.17	\$26.69	\$27.22	\$27.76	\$28.32	\$28.89	
Patient Sitter	\$23.12	\$23.58	\$24.05	\$24.53	\$25.02	\$25.52	\$26.03	\$26.55	\$27.08	\$27.62	\$28.17	\$28.73	
Patient Transporter	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	
Rehabilitation Aide	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	
Telemetry Technician	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	

Job Classification - Per Diem	Yr. 1
Activities Aide	\$26.43
Associate Sterile Processing Technician	\$26.96
Cook	\$26.96
Environmental Services Technician	\$26.69
Food Service Attendant	\$26.69
Health Unit Coordinator	\$26.96
Nursing Assistant	\$26.96
Nutrition Attendant	\$26.69
Patient Sitter	\$26.55
Patient Transporter	\$26.43
Rehabilitation Aide	\$26.43
Telemetry Technician	\$26.96

Year One

Wage Grid 2												
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Certified Nursing Assistant	\$23.69	\$24.34	\$25.01	\$25.70	\$26.41	\$27.14	\$27.89	\$28.66	\$29.45	\$30.26	\$31.09	\$31.94
Emergency Technician	\$23.69	\$24.34	\$25.01	\$25.70	\$26.41	\$27.14	\$27.89	\$28.66	\$29.45	\$30.26	\$31.09	\$31.94
Lead Environmental Services Technician	\$23.69	\$24.34	\$25.01	\$25.70	\$26.41	\$27.14	\$27.89	\$28.66	\$29.45	\$30.26	\$31.09	\$31.94
Mental Health Associate	\$23.83	\$24.49	\$25.16	\$25.85	\$26.56	\$27.29	\$28.04	\$28.81	\$29.60	\$30.41	\$31.25	\$32.11
Patient Services Specialist	\$23.69	\$24.34	\$25.01	\$25.70	\$26.41	\$27.14	\$27.89	\$28.66	\$29.45	\$30.26	\$31.09	\$31.94

Job Classification - Per Diem	Yr. 1
Certified Nursing Assistant	\$28.66
Emergency Technician	\$28.66
Mental Health Associate	\$28.81
Patient Services Specialist	\$28.66

				Wage (Grid 3							
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Endoscopic Technician	\$24.18	\$24.97	\$25.78	\$26.62	\$27.49	\$28.38	\$29.30	\$30.25	\$31.23	\$32.24	\$33.29	\$34.37
Lead Activities Aide	\$24.00	\$24.78	\$25.59	\$26.42	\$27.28	\$28.17	\$29.09	\$30.04	\$31.02	\$32.03	\$33.07	\$34.14
Lead Patient Services Specialist	\$24.18	\$24.97	\$25.78	\$26.62	\$27.49	\$28.38	\$29.30	\$30.25	\$31.23	\$32.24	\$33.29	\$34.37
Pharmacy Technician	\$24.00	\$24.78	\$25.59	\$26.42	\$27.28	\$28.17	\$29.09	\$30.04	\$31.02	\$32.03	\$33.07	\$34.14

Job Classification - Per Diem	Yr. 1
Endoscopic Technician	\$30.25
Pharmacy Technician	\$30.04

				Wage 0	Grid 4							
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Associate Surgical Technician	\$26.67	\$28.00	\$29.40	\$30.73	\$32.11	\$33.47	\$34.89	\$36.29	\$37.74	\$39.15	\$40.63	\$42.15
Care Manager	\$41.90	\$43.88	\$46.08	\$48.15	\$50.32	\$52.46	\$54.69	\$56.87	\$59.15	\$61.37	\$63.67	\$66.06
Care Manager BSW	\$32.40	\$33.93	\$35.63	\$37.23	\$38.90	\$40.56	\$42.28	\$43.97	\$45.73	\$47.44	\$49.22	\$51.07
Care Manager LCSW	\$41.90	\$43.99	\$46.19	\$48.27	\$50.44	\$52.59	\$54.82	\$57.02	\$59.30	\$61.53	\$63.83	\$66.22
Care Manager MSW	\$36.11	\$37.91	\$39.81	\$41.61	\$43.48	\$45.33	\$47.25	\$49.14	\$51.10	\$53.02	\$55.00	\$57.07
Certified Occupational Therapy Assistant	\$31.41	\$32.98	\$34.62	\$36.18	\$37.81	\$39.41	\$41.09	\$42.73	\$44.44	\$46.10	\$47.83	\$49.63
CT Technologist	\$43.04	\$45.19	\$47.45	\$49.59	\$51.82	\$54.02	\$56.32	\$58.57	\$60.90	\$63.19	\$65.56	\$68.12
Dietitian	\$34.01	\$35.72	\$37.51	\$39.19	\$40.96	\$42.70	\$44.52	\$46.30	\$48.16	\$49.96	\$51.84	\$53.79
Discharge Planner	\$38.00	\$39.90	\$41.90	\$43.78	\$45.75	\$47.69	\$49.72	\$51.71	\$53.78	\$55.80	\$57.89	\$60.06
Echocardiograph Technologist	\$43.15	\$45.31	\$47.57	\$49.72	\$51.95	\$54.15	\$56.46	\$58.71	\$61.06	\$63.35	\$65.73	\$68.19
Lead CT Technologist	\$50.86	\$53.41	\$56.08	\$58.61	\$61.24	\$63.85	\$66.57	\$69.23	\$72.00	\$74.69	\$77.50	\$80.41
Lead MRI Technologist	\$50.86	\$53.41	\$56.08	\$58.61	\$61.24	\$63.85	\$66.57	\$69.23	\$72.00	\$74.69	\$77.50	\$80.41
Lead Occupational Therapist	\$57.35	\$60.22	\$63.23	\$66.08	\$69.05	\$71.99	\$75.04	\$78.05	\$81.17	\$84.22	\$87.37	\$90.64
Lead Physical Therapist	\$57.35	\$60.22	\$63.23	\$66.08	\$69.05	\$71.99	\$75.04	\$78.05	\$81.17	\$84.22	\$87.37	\$90.64
Lead Radiology Technologist	\$43.91	\$46.11	\$48.42	\$50.60	\$52.87	\$55.12	\$57.46	\$59.76	\$62.15	\$64.48	\$66.89	\$69.40
Lead Surgical Technician	\$34.01	\$35.72	\$37.51	\$39.19	\$40.96	\$42.70	\$44.52	\$46.30	\$48.16	\$49.96	\$51.84	\$53.79
LPN LVN	\$29.46	\$30.93	\$32.48	\$33.94	\$35.47	\$36.98	\$38.55	\$40.10	\$41.71	\$43.27	\$44.90	\$46.58
Mammography Technologist	\$40.09	\$42.09	\$44.20	\$46.18	\$48.26	\$50.31	\$52.45	\$54.54	\$56.73	\$58.85	\$61.06	\$63.35
Mental Health Therapist LMFT	\$41.79	\$43.88	\$46.08	\$48.15	\$50.32	\$52.46	\$54.69	\$56.87	\$59.15	\$61.37	\$63.67	\$66.06
MRI Technologist	\$44.02	\$46.22	\$48.54	\$50.72	\$53.01	\$55.26	\$57.61	\$59.91	\$62.30	\$64.64	\$67.06	\$69.58
Nuclear Medicine Technologist	\$47.96	\$50.35	\$52.87	\$55.25	\$57.74	\$60.19	\$62.74	\$65.26	\$67.87	\$70.41	\$73.06	\$75.80
Occupational Therapist	\$47.96	\$50.35	\$52.87	\$55.25	\$57.74	\$60.19	\$62.74	\$65.26	\$67.87	\$70.41	\$73.06	\$75.80
Physical Therapist	\$47.96	\$50.35	\$52.87	\$55.25	\$57.74	\$60.19	\$62.74	\$65.26	\$67.87	\$70.41	\$73.06	\$75.80
Physical Therapy Assistant	\$32.40	\$34.01	\$35.72	\$37.33	\$39.00	\$40.66	\$42.38	\$44.08	\$45.85	\$47.56	\$49.35	\$51.20
Radiology Interventional Technologist	\$43.04	\$45.19	\$47.45	\$49.59	\$51.82	\$54.02	\$56.32	\$58.57	\$60.90	\$63.19	\$65.56	\$68.02
Radiology Technologist	\$36.11	\$37.91	\$39.81	\$41.61	\$43.48	\$45.33	\$47.25	\$49.14	\$51.10	\$53.02	\$55.00	\$57.07
Recreational Therapist	\$32.32	\$33.93	\$35.63	\$37.23	\$38.90	\$40.56	\$42.28	\$43.97	\$45.73	\$47.44	\$49.22	\$51.07
Respiratory Care Practitioner	\$38.09	\$40.00	\$42.00	\$43.89	\$45.87	\$47.81	\$49.85	\$51.84	\$53.91	\$55.94	\$58.03	\$60.21
Senior Surgical Technician	\$32.40	\$34.01	\$35.72	\$37.33	\$39.00	\$40.66	\$42.38	\$44.08	\$45.85	\$47.56	\$49.35	\$51.20
Speech Language Pathologist	\$47.96	\$50.35	\$52.87	\$55.25	\$57.74	\$60.19	\$62.74	\$65.26	\$67.87	\$70.41	\$73.06	\$75.80
Surgical Technician	\$28.26	\$29.68	\$31.16	\$32.57	\$34.03	\$35.48	\$36.99	\$38.46	\$40.00	\$41.50	\$43.05	\$44.67
Ultrasound Technologist	\$46.33	\$48.65	\$51.08	\$53.38	\$55.78	\$58.15	\$60.63	\$63.05	\$65.58	\$68.04	\$70.59	\$73.24
Vascular Technologist	\$40.09	\$42.09	\$44.20	\$46.18	\$48.26	\$50.31	\$52.45	\$54.54	\$56.73	\$58.85	\$61.06	\$63.35

Wage Grid 4	
Job Classification - Per Diem	Yr. 1
Associate Surgical Technician	\$36.29
Care Manager	\$56.87
Care Manager BSW	\$43.97
Care Manager LCSW	\$57.02
Care Manager MSW	\$49.14
Certified Occupational Therapy Assista	\$42.73
CT Technologist	\$58.57
Dietitian	\$46.30
Discharge Planner	\$51.71
Echocardiograph Technologist	\$58.71
LPN LVN	\$40.10
Mammography Technologist	\$54.54
Mental Health Therapist LMFT	\$56.87
MRI Technologist	\$59.91
Nuclear Medicine Technologist	\$65.26
Occupational Therapist	\$65.26
Physical Therapist	\$65.26
Physical Therapy Assistant	\$44.08
Radiology Interventional Technologist	\$58.57
Radiology Technologist	\$49.14
Recreational Therapist	\$43.97
Respiratory Care Practitioner	\$51.84
Senior Surgical Technician	\$44.08
Speech Language Pathologist	\$65.26
Surgical Technician	\$38.46
Ultrasound Technologist	\$63.05
Vascular Technologist	\$54.54

Year Two

Wage Grid 1												
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Activities Aide	\$23.69	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47
Associate Sterile Processing Technician	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06
Cook	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06
Environmental Services Technician	\$23.95	\$24.43	\$24.92	\$25.41	\$25.91	\$26.43	\$26.96	\$27.49	\$28.04	\$28.59	\$29.17	\$29.76
Food Service Attendant	\$23.95	\$24.43	\$24.92	\$25.41	\$25.91	\$26.43	\$26.96	\$27.49	\$28.04	\$28.59	\$29.17	\$29.76
Health Unit Coordinator	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06
Nursing Assistant	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06
Nutrition Attendant	\$23.95	\$24.43	\$24.92	\$25.41	\$25.91	\$26.43	\$26.96	\$27.49	\$28.04	\$28.59	\$29.17	\$29.76
Patient Sitter	\$23.81	\$24.29	\$24.77	\$25.27	\$25.77	\$26.29	\$26.81	\$27.35	\$27.89	\$28.45	\$29.02	\$29.59
Patient Transporter	\$23.69	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47
Rehabilitation Aide	\$23.69	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47
Telemetry Technician	\$24.16	\$24.65	\$25.14	\$25.65	\$26.16	\$26.69	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06

Job Classification - Per Diem	Yr. 2
Activities Aide	\$27.22
Associate Sterile Processing Technician	\$27.77
Cook	\$27.77
Environmental Services Technician	\$27.49
Food Service Attendant	\$27.49
Health Unit Coordinator	\$27.77
Nursing Assistant	\$27.77
Nutrition Attendant	\$27.49
Patient Sitter	\$27.35
Patient Transporter	\$27.22
Rehabilitation Aide	\$27.22
Telemetry Technician	\$27.77

Year Two

	Wage Grid 2													
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top		
Certified Nursing Assistant	\$24.40	\$25.07	\$25.76	\$26.47	\$27.20	\$27.95	\$28.73	\$29.52	\$30.33	\$31.17	\$32.02	\$32.90		
Emergency Technician	\$24.40	\$25.07	\$25.76	\$26.47	\$27.20	\$27.95	\$28.73	\$29.52	\$30.33	\$31.17	\$32.02	\$32.90		
Lead Environmental Services Technician	\$24.40	\$25.07	\$25.76	\$26.47	\$27.20	\$27.95	\$28.73	\$29.52	\$30.33	\$31.17	\$32.02	\$32.90		
Mental Health Associate	\$24.54	\$25.22	\$25.91	\$26.63	\$27.36	\$28.11	\$28.88	\$29.67	\$30.49	\$31.32	\$32.19	\$33.07		
Patient Services Specialist	\$24.40	\$25.07	\$25.76	\$26.47	\$27.20	\$27.95	\$28.73	\$29.52	\$30.33	\$31.17	\$32.02	\$32.90		

Job Classification - Per Diem	Yr. 2
Certified Nursing Assistant	\$29.52
Emergency Technician	\$29.52
Mental Health Associate	\$29.67
Patient Services Specialist	\$29.52

Year Two

	Wage Grid 3													
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top		
Endoscopic Technician	\$24.91	\$25.72	\$26.55	\$27.42	\$28.31	\$29.23	\$30.18	\$31.16	\$32.17	\$33.21	\$34.29	\$35.40		
Lead Activities Aide	\$24.72	\$25.52	\$26.36	\$27.21	\$28.10	\$29.02	\$29.96	\$30.94	\$31.95	\$32.99	\$34.06	\$35.16		
Lead Patient Services Specialist	\$24.91	\$25.72	\$26.55	\$27.42	\$28.31	\$29.23	\$30.18	\$31.16	\$32.17	\$33.21	\$34.29	\$35.40		
Pharmacy Technician	\$24.72	\$25.52	\$26.36	\$27.21	\$28.10	\$29.02	\$29.96	\$30.94	\$31.95	\$32.99	\$34.06	\$35.16		

Job Classification - Per Diem	Yr. 2
Endoscopic Technician	\$31.16
Pharmacy Technician	\$30.94

Year Two

				Wage 6	irid 4							
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Associate Surgical Technician	\$27.47	\$28.84	\$30.28	\$31.65	\$33.07	\$34.47	\$35.94	\$37.38	\$38.87	\$40.32	\$41.85	\$43.41
Care Manager	\$43.16	\$45.20	\$47.46	\$49.59	\$51.83	\$54.03	\$56.33	\$58.58	\$60.92	\$63.21	\$65.58	\$68.04
Care Manager BSW	\$33.37	\$34.95	\$36.70	\$38.35	\$40.07	\$41.78	\$43.55	\$45.29	\$47.10	\$48.86	\$50.70	\$52.60
Care Manager LCSW	\$43.16	\$45.31	\$47.58	\$49.72	\$51.95	\$54.17	\$56.46	\$58.73	\$61.08	\$63.38	\$65.74	\$68.21
Care Manager MSW	\$37.19	\$39.05	\$41.00	\$42.86	\$44.78	\$46.69	\$48.67	\$50.61	\$52.63	\$54.61	\$56.65	\$58.78
Certified Occupational Therapy Assistant	\$32.35	\$33.97	\$35.66	\$37.27	\$38.94	\$40.59	\$42.32	\$44.01	\$45.77	\$47.48	\$49.26	\$51.12
CT Technologist	\$44.33	\$46.55	\$48.87	\$51.08	\$53.37	\$55.64	\$58.01	\$60.33	\$62.73	\$65.09	\$67.53	\$70.16
Dietitian	\$35.03	\$36.79	\$38.64	\$40.37	\$42.19	\$43.98	\$45.86	\$47.69	\$49.60	\$51.46	\$53.40	\$55.40
Discharge Planner	\$39.14	\$41.10	\$43.16	\$45.09	\$47.12	\$49.12	\$51.21	\$53.26	\$55.39	\$57.47	\$59.63	\$61.86
Echocardiograph Technologist	\$44.44	\$46.67	\$49.00	\$51.21	\$53.51	\$55.77	\$58.15	\$60.47	\$62.89	\$65.25	\$67.70	\$70.24
Lead CT Technologist	\$52.39	\$55.01	\$57.76	\$60.37	\$63.08	\$65.77	\$68.57	\$71.31	\$74.16	\$76.93	\$79.83	\$82.82
Lead MRI Technologist	\$52.39	\$55.01	\$57.76	\$60.37	\$63.08	\$65.77	\$68.57	\$71.31	\$74.16	\$76.93	\$79.83	\$82.82
Lead Occupational Therapist	\$59.07	\$62.03	\$65.13	\$68.06	\$71.12	\$74.15	\$77.29	\$80.39	\$83.61	\$86.75	\$89.99	\$93.36
Lead Physical Therapist	\$59.07	\$62.03	\$65.13	\$68.06	\$71.12	\$74.15	\$77.29	\$80.39	\$83.61	\$86.75	\$89.99	\$93.36
Lead Radiology Technologist	\$45.23	\$47.49	\$49.87	\$52.12	\$54.46	\$56.77	\$59.18	\$61.55	\$64.01	\$66.41	\$68.90	\$71.48
Lead Surgical Technician	\$35.03	\$36.79	\$38.64	\$40.37	\$42.19	\$43.98	\$45.86	\$47.69	\$49.60	\$51.46	\$53.40	\$55.40
LPN LVN	\$30.34	\$31.86	\$33.45	\$34.96	\$36.53	\$38.09	\$39.71	\$41.30	\$42.96	\$44.57	\$46.25	\$47.98
Mammography Technologist	\$41.29	\$43.35	\$45.53	\$47.57	\$49.71	\$51.82	\$54.02	\$56.18	\$58.43	\$60.62	\$62.89	\$65.25
Mental Health Therapist LMFT	\$43.04	\$45.20	\$47.46	\$49.59	\$51.83	\$54.03	\$56.33	\$58.58	\$60.92	\$63.21	\$65.58	\$68.04
MRI Technologist	\$45.34	\$47.61	\$50.00	\$52.24	\$54.60	\$56.92	\$59.34	\$61.71	\$64.17	\$66.58	\$69.07	\$71.67
Nuclear Medicine Technologist	\$49.40	\$51.86	\$54.46	\$56.91	\$59.47	\$62.00	\$64.62	\$67.22	\$69.91	\$72.52	\$75.25	\$78.07
Occupational Therapist	\$49.40	\$51.86	\$54.46	\$56.91	\$59.47	\$62.00	\$64.62	\$67.22	\$69.91	\$72.52	\$75.25	\$78.07
Physical Therapist	\$49.40	\$51.86	\$54.46	\$56.91	\$59.47	\$62.00	\$64.62	\$67.22	\$69.91	\$72.52	\$75.25	\$78.07
Physical Therapy Assistant	\$33.37	\$35.03	\$36.79	\$38.45	\$40.17	\$41.88	\$43.65	\$45.40	\$47.23	\$48.99	\$50.83	\$52.74
Radiology Interventional Technologist	\$44.33	\$46.55	\$48.87	\$51.08	\$53.37	\$55.64	\$58.01	\$60.33	\$62.73	\$65.09	\$67.53	\$70.06
Radiology Technologist	\$37.19	\$39.05	\$41.00	\$42.86	\$44.78	\$46.69	\$48.67	\$50.61	\$52.63	\$54.61	\$56.65	\$58.78
Recreational Therapist	\$33.29	\$34.95	\$36.70	\$38.35	\$40.07	\$41.78	\$43.55	\$45.29	\$47.10	\$48.86	\$50.70	\$52.60
Respiratory Care Practitioner	\$39.23	\$41.20	\$43.26	\$45.21	\$47.25	\$49.24	\$51.35	\$53.40	\$55.53	\$57.62	\$59.77	\$62.02
Senior Surgical Technician	\$33.37	\$35.03	\$36.79	\$38.45	\$40.17	\$41.88	\$43.65	\$45.40	\$47.23	\$48.99	\$50.83	\$52.74
Speech Language Pathologist	\$49.40	\$51.86	\$54.46	\$56.91	\$59.47	\$62.00	\$64.62	\$67.22	\$69.91	\$72.52	\$75.25	\$78.07
Surgical Technician	\$29.11	\$30.57	\$32.09	\$33.55	\$35.05	\$36.54	\$38.10	\$39.61	\$41.20	\$42.75	\$44.34	\$46.01
Ultrasound Technologist	\$47.72	\$50.11	\$52.61	\$54.98	\$57.45	\$59.89	\$62.45	\$64.94	\$67.55	\$70.08	\$72.71	\$75.44
Vascular Technologist	\$41.29	\$43.35	\$45.53	\$47.57	\$49.71	\$51.82	\$54.02	\$56.18	\$58.43	\$60.62	\$62.89	\$65.25

Year Two

Wage Grid 4	Wage Grid 4										
Job Classification - Per Diem	Yr. 2										
Associate Surgical Technician	\$37.38										
Care Manager	\$58.58										
Care Manager BSW	\$45.29										
Care Manager LCSW	\$58.73										
Care Manager MSW	\$50.61										
Certified Occupational Therapy Assistant	\$44.01										
CT Technologist	\$60.33										
Dietitian	\$47.69										
Discharge Planner	\$53.26										
Echocardiograph Technologist	\$60.47										
LPN LVN	\$41.30										
Mammography Technologist	\$56.18										
Mental Health Therapist LMFT	\$58.58										
MRI Technologist	\$61.71										
Nuclear Medicine Technologist	\$67.22										
Occupational Therapist	\$67.22										
Physical Therapist	\$67.22										
Physical Therapy Assistant	\$45.40										
Radiology Interventional Technologist	\$60.33										
Radiology Technologist	\$50.61										
Recreational Therapist	\$45.29										
Respiratory Care Practitioner	\$53.40										
Senior Surgical Technician	\$45.40										
Speech Language Pathologist	\$67.22										
Surgical Technician	\$39.61										
Ultrasound Technologist	\$64.94										
Vascular Technologist	\$56.18										

				Wage (Grid 1							
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Activities Aide	\$24.40	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35
Associate Sterile Processing Technician	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.96
Cook	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.96
Environmental Services Technician	\$24.67	\$25.16	\$25.67	\$26.17	\$26.69	\$27.22	\$27.77	\$28.31	\$28.88	\$29.45	\$30.05	\$30.65
Food Service Attendant	\$24.67	\$25.16	\$25.67	\$26.17	\$26.69	\$27.22	\$27.77	\$28.31	\$28.88	\$29.45	\$30.05	\$30.65
Health Unit Coordinator	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.96
Nursing Assistant	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.96
Nutrition Attendant	\$24.67	\$25.16	\$25.67	\$26.17	\$26.69	\$27.22	\$27.77	\$28.31	\$28.88	\$29.45	\$30.05	\$30.65
Patient Sitter	\$24.52	\$25.02	\$25.51	\$26.03	\$26.54	\$27.08	\$27.61	\$28.17	\$28.73	\$29.30	\$29.89	\$30.48
Patient Transporter	\$24.40	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35
Rehabilitation Aide	\$24.40	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35
Telemetry Technician	\$24.88	\$25.39	\$25.89	\$26.42	\$26.94	\$27.49	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.96

Job Classification - Per Diem	Yr. 3
Activities Aide	\$28.04
Associate Sterile Processing Technician	\$28.60
Cook	\$28.60
Environmental Services Technician	\$28.31
Food Service Attendant	\$28.31
Health Unit Coordinator	\$28.60
Nursing Assistant	\$28.60
Nutrition Attendant	\$28.31
Patient Sitter	\$28.17
Patient Transporter	\$28.04
Rehabilitation Aide	\$28.04
Telemetry Technician	\$28.60

	Wage Grid 2													
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top		
Certified Nursing Assistant	\$25.13	\$25.82	\$26.53	\$27.26	\$28.02	\$28.79	\$29.59	\$30.41	\$31.24	\$32.11	\$32.98	\$33.89		
Emergency Technician	\$25.13	\$25.82	\$26.53	\$27.26	\$28.02	\$28.79	\$29.59	\$30.41	\$31.24	\$32.11	\$32.98	\$33.89		
Lead Environmental Services Technician	\$25.13	\$25.82	\$26.53	\$27.26	\$28.02	\$28.79	\$29.59	\$30.41	\$31.24	\$32.11	\$32.98	\$33.89		
Mental Health Associate	\$25.28	\$25.98	\$26.69	\$27.43	\$28.18	\$28.95	\$29.75	\$30.56	\$31.40	\$32.26	\$33.16	\$34.06		
Patient Services Specialist	\$25.13	\$25.82	\$26.53	\$27.26	\$28.02	\$28.79	\$29.59	\$30.41	\$31.24	\$32.11	\$32.98	\$33.89		

Job Classification - Per Diem	Yr. 3
Certified Nursing Assistant	\$30.41
Emergency Technician	\$30.41
Mental Health Associate	\$30.56
Patient Services Specialist	\$30.41

Wage Grid 3												
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Endoscopic Technician	\$25.66	\$26.49	\$27.35	\$28.24	\$29.16	\$30.11	\$31.09	\$32.09	\$33.14	\$34.21	\$35.32	\$36.46
Lead Activities Aide	\$25.46	\$26.29	\$27.15	\$28.03	\$28.94	\$29.89	\$30.86	\$31.87	\$32.91	\$33.98	\$35.08	\$36.21
Lead Patient Services Specialist	\$25.66	\$26.49	\$27.35	\$28.24	\$29.16	\$30.11	\$31.09	\$32.09	\$33.14	\$34.21	\$35.32	\$36.46
Pharmacy Technician	\$25.46	\$26.29	\$27.15	\$28.03	\$28.94	\$29.89	\$30.86	\$31.87	\$32.91	\$33.98	\$35.08	\$36.21

Job Classification - Per Diem	Yr. 3
Endoscopic Technician	\$32.09
Pharmacy Technician	\$31.87

Wage Grid 4												
Job Classification - FT/PT	Start	1	2	3	4	5	6	7	10	15	20	25 - Top
Associate Surgical Technician	\$28.29	\$29.71	\$31.19	\$32.60	\$34.06	\$35.50	\$37.02	\$38.50	\$40.04	\$41.53	\$43.11	\$44.71
Care Manager	\$44.45	\$46.56	\$48.88	\$51.08	\$53.38	\$55.65	\$58.02	\$60.34	\$62.75	\$65.11	\$67.55	\$70.08
Care Manager BSW	\$34.37	\$36.00	\$37.80	\$39.50	\$41.27	\$43.03	\$44.86	\$46.65	\$48.51	\$50.33	\$52.22	\$54.18
Care Manager LCSW	\$44.45	\$46.67	\$49.01	\$51.21	\$53.51	\$55.80	\$58.15	\$60.49	\$62.91	\$65.28	\$67.71	\$70.26
Care Manager MSW	\$38.31	\$40.22	\$42.23	\$44.15	\$46.12	\$48.09	\$50.13	\$52.13	\$54.21	\$56.25	\$58.35	\$60.54
Certified Occupational Therapy Assistant	\$33.32	\$34.99	\$36.73	\$38.39	\$40.11	\$41.81	\$43.59	\$45.33	\$47.14	\$48.90	\$50.74	\$52.65
CT Technologist	\$45.66	\$47.95	\$50.34	\$52.61	\$54.97	\$57.31	\$59.75	\$62.14	\$64.61	\$67.04	\$69.56	\$72.26
Dietitian	\$36.08	\$37.89	\$39.80	\$41.58	\$43.46	\$45.30	\$47.24	\$49.12	\$51.09	\$53.00	\$55.00	\$57.06
Discharge Planner	\$40.31	\$42.33	\$44.45	\$46.44	\$48.53	\$50.59	\$52.75	\$54.86	\$57.05	\$59.19	\$61.42	\$63.72
Echocardiograph Technologist	\$45.77	\$48.07	\$50.47	\$52.75	\$55.12	\$57.44	\$59.89	\$62.28	\$64.78	\$67.21	\$69.73	\$72.35
Lead CT Technologist	\$53.96	\$56.66	\$59.49	\$62.18	\$64.97	\$67.74	\$70.63	\$73.45	\$76.38	\$79.24	\$82.22	\$85.30
Lead MRI Technologist	\$53.96	\$56.66	\$59.49	\$62.18	\$64.97	\$67.74	\$70.63	\$73.45	\$76.38	\$79.24	\$82.22	\$85.30
Lead Occupational Therapist	\$60.84	\$63.89	\$67.08	\$70.10	\$73.25	\$76.37	\$79.61	\$82.80	\$86.12	\$89.35	\$92.69	\$96.16
Lead Physical Therapist	\$60.84	\$63.89	\$67.08	\$70.10	\$73.25	\$76.37	\$79.61	\$82.80	\$86.12	\$89.35	\$92.69	\$96.16
Lead Radiology Technologist	\$46.59	\$48.91	\$51.37	\$53.68	\$56.09	\$58.47	\$60.96	\$63.40	\$65.93	\$68.40	\$70.97	\$73.62
Lead Surgical Technician	\$36.08	\$37.89	\$39.80	\$41.58	\$43.46	\$45.30	\$47.24	\$49.12	\$51.09	\$53.00	\$55.00	\$57.06
LPN LVN	\$31.25	\$32.82	\$34.45	\$36.01	\$37.63	\$39.23	\$40.90	\$42.54	\$44.25	\$45.91	\$47.64	\$49.42
Mammography Technologist	\$42.53	\$44.65	\$46.90	\$49.00	\$51.20	\$53.37	\$55.64	\$57.87	\$60.18	\$62.44	\$64.78	\$67.21
Mental Health Therapist LMFT	\$44.33	\$46.56	\$48.88	\$51.08	\$53.38	\$55.65	\$58.02	\$60.34	\$62.75	\$65.11	\$67.55	\$70.08
MRI Technologist	\$46.70	\$49.04	\$51.50	\$53.81	\$56.24	\$58.63	\$61.12	\$63.56	\$66.10	\$68.58	\$71.14	\$73.82
Nuclear Medicine Technologist	\$50.88	\$53.42	\$56.09	\$58.62	\$61.25	\$63.86	\$66.56	\$69.24	\$72.01	\$74.70	\$77.51	\$80.41
Occupational Therapist	\$50.88	\$53.42	\$56.09	\$58.62	\$61.25	\$63.86	\$66.56	\$69.24	\$72.01	\$74.70	\$77.51	\$80.41
Physical Therapist	\$50.88	\$53.42	\$56.09	\$58.62	\$61.25	\$63.86	\$66.56	\$69.24	\$72.01	\$74.70	\$77.51	\$80.41
Physical Therapy Assistant	\$34.37	\$36.08	\$37.89	\$39.60	\$41.38	\$43.14	\$44.96	\$46.76	\$48.65	\$50.46	\$52.35	\$54.32
Radiology Interventional Technologist	\$45.66	\$47.95	\$50.34	\$52.61	\$54.97	\$57.31	\$59.75	\$62.14	\$64.61	\$67.04	\$69.56	\$72.16
Radiology Technologist	\$38.31	\$40.22	\$42.23	\$44.15	\$46.12	\$48.09	\$50.13	\$52.13	\$54.21	\$56.25	\$58.35	\$60.54
Recreational Therapist	\$34.29	\$36.00	\$37.80	\$39.50	\$41.27	\$43.03	\$44.86	\$46.65	\$48.51	\$50.33	\$52.22	\$54.18
Respiratory Care Practitioner	\$40.41	\$42.44	\$44.56	\$46.57	\$48.67	\$50.72	\$52.89	\$55.00	\$57.20	\$59.35	\$61.56	\$63.88
Senior Surgical Technician	\$34.37	\$36.08	\$37.89	\$39.60	\$41.38	\$43.14	\$44.96	\$46.76	\$48.65	\$50.46	\$52.35	\$54.32
Speech Language Pathologist	\$50.88	\$53.42	\$56.09	\$58.62	\$61.25	\$63.86	\$66.56	\$69.24	\$72.01	\$74.70	\$77.51	\$80.41
Surgical Technician	\$29.98	\$31.49	\$33.05	\$34.56	\$36.10	\$37.64	\$39.24	\$40.80	\$42.44	\$44.03	\$45.67	\$47.39
Ultrasound Technologist	\$49.15	\$51.61	\$54.19	\$56.63	\$59.17	\$61.69	\$64.32	\$66.89	\$69.58	\$72.18	\$74.89	\$77.70
Vascular Technologist	\$42.53	\$44.65	\$46.90	\$49.00	\$51.20	\$53.37	\$55.64	\$57.87	\$60.18	\$62.44	\$64.78	\$67.21

Wage Grid 4						
Job Classification - Per Diem	Yr.3					
Associate Surgical Technician	\$38.50					
Care Manager	\$60.34					
Care Manager BSW	\$46.65					
Care Manager LCSW	\$60.49					
Care Manager MSW	\$52.13					
Certified Occupational Therapy Assistant	\$45.33					
CT Technologist	\$62.14					
Dietitian	\$49.12					
Discharge Planner	\$54.86					
Echocardiograph Technologist	\$62.28					
LPN LVN	\$42.54					
Mammography Technologist	\$57.87					
Mental Health Therapist LMFT	\$60.34					
MRI Technologist	\$63.56					
Nuclear Medicine Technologist	\$69.24					
Occupational Therapist	\$69.24					
Physical Therapist	\$69.24					
Physical Therapy Assistant	\$46.76					
Radiology Interventional Technologist	\$62.14					
Radiology Technologist	\$52.13					
Recreational Therapist	\$46.65					
Respiratory Care Practitioner	\$55.00					
Senior Surgical Technician	\$46.76					
Speech Language Pathologist	\$69.24					
Surgical Technician	\$40.80					
Ultrasound Technologist	\$66.89					
Vascular Technologist	\$57.87					

SIDE LETTER - RECOGNIZED YEARS OF SERVICE

- 1. The Employer and the Union will work together to determine the recognized years of service for each employee. In furtherance of this goal, the Employer and the Union will give each employee the opportunity to provide information that will be used to determine their recognized years of service. In turn, the recognized years of service will be used to help determine the appropriate compensation for each employee under the terms of the collective bargaining agreement, where applicable.
- 2. Immediately upon execution of this side letter, the Employer and the Union will commence their efforts to obtain each employee's recognized years of service. However, it is understood by the Employer and the Union that no compensation adjustments will be made prior to the ratification of the collective bargaining agreement. Any compensation adjustments will be made in accordance with the terms of Article 26 Compensation and any other relevant articles of the collective bargaining agreement, following the ratification of said agreement.
- 3. The Employer and the Union agree that the following shall be the criteria used to determine recognized years of service under Article 26 Compensation of the collective bargaining agreement:
 - a. For the initial placement on the wage grid for bargaining unit employees employed as of the date of ratification of this Agreement, and for the initial placement on the wage grid for all employees hired into bargaining unit positions following the date of ratification of this Agreement, each employee's credited years of service shall be calculated as follows, measured as of the date of placement on the wage grid:
 - i. For all Employees:
 - One (1) year of service for each complete year of experience working in the employee's job classification in an acute care hospital in the United States of America.
 - ii. For Certified Nursing Assistants, Licensed Vocational Nurses, Mental Health Associates, and Nursing Assistants:

In addition to the experience referenced above in Section 3(a)(i), they also receive credit for each complete year of experience working in the employee's job classification in either of the following facilities in the United States of America:

- A. Psychiatric Facility
- B. Skilled Nursing Facility

iii. For Certified Occupational Therapy Assistants, Occupational Therapists, Physical Therapists, Physical Therapy Assistants, Recreational Therapists, and Speech Language Pathologists:

In addition to the experience referenced above in Section 3(a)(i), they also receive credit for each complete year of experience working in the employee's job classification in any of the following facilities in the United States of America:

- A. Home Health Facility
- B. Outpatient Clinic
- C. Rehabilitation Center
- D. Skilled Nursing Facility
- iv. The terms set forth above provide the minimum criteria that will be used to determine recognized years of service. However, the Employer reserves the right to also recognize any additional criteria to determine recognized years of service, provided that it is in accordance with the Employer's past practice.
- b. Each employee shall receive credit for one (1) additional year of service for each additional complete year—following the date of their initial placement on the wage grid—in which an employee remains continuously employed in a bargaining unit position at the Hospital.

SIDE LETTER OF AGREEMENT – PATIENT CARE COMMITTEE

In addition to the five (5) bargaining unit members who may attend a Patient Care Committee ("PCC") meeting pursuant to the terms of Article 9.2 of this Agreement, the Union shall have the option to invite two (2) additional bargaining unit members to attend a PCC meeting, provided that all of the following conditions are satisfied: (a) the Union provides advance written notice to the Employer's Chief Human Resources Officer or designee of the additional bargaining unit members who will be in attendance at the PCC meeting; (b) at least two (2) of the Union's bargaining unit members in attendance at the PCC meeting are members of the bargaining unit of professional employees; and (c) the Employer has the right to invite two (2) additional clinical leaders to attend the PCC meeting if the Union opts to invite two (2) additional bargaining unit members.

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

- 1. **Fair Notice** Did Management make the worker aware of the rule or policy which they are being accused of violating?
- 2. **Prior Enforcement** Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
- 3. **Due Process** Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
- 4. **Substantial Proof** Was Management's decision to accord discipline based on credible and substantial evidence?
- 5. **Equal Treatment** Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
- 6. **Progressive Discipline** During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
- 7. **Mitigating and Extenuating Circumstances** Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

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