



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**USC VERDUGO HILLS HOSPITAL**

**June 18, 2025 – June 17, 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.*

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## **PREAMBLE**

This Agreement is by and between the National Union of Healthcare Workers (the “Union”) and USC Verdugo Hills Hospital (the “Hospital”), a subsidiary of USC Health System. The Hospital and the Union hereby agree this collective bargaining agreement (hereinafter referred to as “Contract” or “Agreement”) represents the parties’ collective bargaining over the terms and conditions of employment for Union-represented employees in the Technical unit and the Service each bargaining units’ as those units are defined herein.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative of the following covered employees (“Employees”) employed by the Employer in the following two separate bargaining units as follows:

1. The Technical Unit, pursuant to the Certification of Representative issued December 15th, 2023, in NLRB Case 31-RC-327785:
  - a. **INCLUDED:** All full-time, regular part-time and per diem Technical employees including, Cytotechnology Tech, Echo Cardiogram Tech, EKG Technician II, Technician II – EKG, Technician – EEG, Technician – Ultrasound, Vascular Technician, Pharmacy Technician II, Tech-Pharmacy, Medication History Pharmacy Technician, Technician - Med Lab (MLT), Technician-Med Lab (MLT), Senior, Technician - Histology, Senior, Technician – Histology, Technician – Grossing, Surgical Technician, Technician – Surgical, Respiratory Care Practitioner I, Respiratory Care Practitioner I (Grandfathered), LVN/LPN, Radiologic Technologist, Radiology Technologist, Technologist – CT, Technologist – Mammography, Technologist – MRI, Technologist - Nuclear Medicine, Technologist – Radiology, Technologist - Reg Spec Diagnostic, Technologist - Special Procedure, Lab Collection Coordinator, Technician – CSPD, Technician – GI, Technician – Emergency Room, OB Technician, and Technician – OB employed by the Employer at 1812 Verdugo Blvd., Glendale, CA 91208, 1808 Verdugo Blvd., Glendale CA, 91208 and 1818 Verdugo Blvd., Glendale CA, 91208.
  - b. **EXCLUDED:** All other employees, other represented employees, business office clerical employees, skilled maintenance employees, managerial employees, confidential employees, physicians, skilled maintenance, Registered Nurses, guards, and supervisors as defined by the National Labor Relations Act, as amended.
2. The Service Unit, pursuant to the Certification of Representative issued December 29th, 2023, in NLRB Case 31-RC-328270:
  - a. **INCLUDED:** All full-time, regular part-time and per diem Service employees including Admitting Coordinator, Care Partner, Certified Phlebotomist II,

Coordinator -- Admitting, Nurse Assistant, Office Coordinator, OR Scheduler, Orderly - Nursing, Patient Experience Liaison, Patient Financial Service Representative, Phlebotomist II, Physical Therapy Aide I, Scheduler, Technician - CSPD (Non-Certified), Unit Coordinator, Unit Secretary, Unit Secretary/Monitor Tech, Coordinator - Data, Unit Secretary/Monitor Technician, and Coordinator – Imaging employed by the employer at 1812 Verdugo Blvd., Glendale, CA 91208, 1808 Verdugo Blvd., Glendale CA, 91208, and 1818 Verdugo Blvd., Glendale CA, 91208.

- b. EXCLUDED: All other employees, other represented employees, business office clerical employees, skilled maintenance employees, professional employees, technical employees, maintenance employees, managerial employees, confidential employees, physicians, Registered Nurses, guards, and supervisors as defined by the National Labor Relations Act, as amended.

## **ARTICLE 2 – WORK STOPPAGE**

### **1. PROHIBITED ACTIVITY**

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees, individually or collectively, shall call, sanction, support or participate in any work stoppage, including any strike, sympathy strike, partial strike, and/or sit-down strike; boycott; sickout; slow-down; refusal to enter the Hospital's premises; or any other interference with any of the Hospital's services or operations, or with the movement or transportation of goods to or from the Hospital's premises.

The Hospital will not lockout employees for any reason during the term of this Agreement.

### **2. WAIVER BY UNION**

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. Any statutory right under the National Labor Relations Act which an employee may otherwise have to engage in such conduct is hereby expressly waived by the Union.

### **3. UNION OBLIGATION**

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

### **4. PENALTY**

Any Employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Hospital in its discretion shall determine, provided, however, that such Employee shall have recourse to the grievance and

arbitration procedure as to the sole questions of whether they in fact participated in such prohibited activity and whether the discipline is discriminatory.

5. UNION OFFICIALS

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

Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure for the limited purpose of determining whether they complied with this Article.

**ARTICLE 3 – UNION SECURITY**

1. UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT

- a. During the life of this Agreement, Employees of the Hospital who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment. Concurrent with new employee orientation, the Union will shall be solely responsible for distributing, and will be afforded the opportunity to distribute and collect, union membership application/Payroll Deduction Forms.
- b. As a condition of employment, all Employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the periodic dues that are the obligations of members.

2. FAILURE TO MAKE REQUIRED PAYMENTS

- a. The Union shall notify the Hospital and the affected Employee in writing of an Employee's alleged failure to comply with the provisions of this Article and shall afford each such Employee thirty (30) calendar days after the Employee has received such notice to comply.
- b. If the Employee does not comply with the provisions of this Article within the thirty (30) day period following actual notice, the Hospital will terminate the Employee's employment upon written notice from the Union.

3. DEDUCTION AND REMITTANCE OF UNION DUES AND C.O.P.E.

- a. Upon receipt of an Employee's voluntary, written, signed, and un-revoked check-off authorization form, the Hospital shall deduct from the Employee's pay each pay period a sum equal to the Employee's union membership dues, uniformly required, and only so long as the Employee was employed by the Hospital at the time such obligation became due.

- b. The Hospital shall promptly remit to the Union the sums which are deducted under this Article, together with an electronic list (such as an Excel spreadsheet or another compatible format) showing the following information for Union members: their names, employee identification number, home address and personal phone number (to the extent provided by the employee), classification, regular wage rate, regular hours paid, department, status (e.g., active or inactive), and date of hire.
- c. The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Hospital for the purpose of complying with the terms of this Article.
- d. The Hospital will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Hospital and the Union and will remit such contribution to the Union.

## **ARTICLE 4 – UNION REPRESENTATION**

### **1. UNION STEWARDS**

- a. The Union shall provide the Hospital with a written list of Union Stewards after their designation and shall notify the Hospital in writing immediately upon any changes as they occur. 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 number of Stewards shall be limited to one (1) Steward for every twenty (20) bargaining unit employees.
- c. Union Stewards shall be an agent of the Union for all purposes, and shall have the authority:
  - 1. to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement,
  - 2. to resolve grievances at Step 1 or 2 of the grievance procedure, and
  - 3. to serve as a Union representative for an Employee in an investigatory meeting which could result in discipline or discharge, provided that the Employee has affirmatively requested steward representation (*i.e.*, "Weingarten meetings").
- d. Union Stewards shall perform their functions or Union-related activities on their own time except when the Steward attends a meeting at the Hospital's request during the Steward's work shift, which will be considered paid time. If a Union Steward wishes to schedule a meeting with Employees during the union steward's work shift, unpaid leave time shall not be unreasonably denied.

e. Whenever a bargaining unit Employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting with at least forty-eight (48) hours' notice. The responsible manager or supervisor will schedule the meeting and it will be the Employee's responsibility to arrange for a Steward to attend. If the Steward needs to be released from work to attend, it will be the Steward's responsibility to notify their manager or supervisor of such meeting and arrange for their own release, when possible, to attend. Steward release will not affect the grievance procedure timelines as outlined in 0 (Grievance Procedure). Nothing in this provision overrides the grievance procedure as detailed in 0.

f. Paid Time for Union Stewards

1. The Hospital shall provide up to twenty (20) total hours paid time per month for Union Stewards from both bargaining units, collectively.
2. These paid hours may be utilized for monthly steward meetings, steward education, and steward training designed to further the relationship between the Employer and the Union.
3. At least fourteen (14) days prior to the posting of the staffing schedule, the Union shall provide its written request for paid time, and the individuals for whom it is being requested, to a Human Resources Representative or their designee.
  - i. paid release time is subject to staffing and scheduling needs. Stewards who are specifically authorized for paid release time will be permitted to leave their normal work area to utilize these hours. In order to be paid for their time, Employees must clock out from their home unit and clock back in with the designated pay code for union steward trainings.
  - ii. The parties agree to work together on scheduling issues that may arise, including last minute scheduling changes by either party
  - iii. Unused time may not be rolled over to future months.
  - iv. Union Stewards shall not direct any Employee as to how to perform or not perform their work, shall not countermand any supervisor's or manager's directive, and shall not interfere with the normal operations of the facility or any Employee.

2. UNION ACCESS

- a. At reasonable times, for the purpose of monitoring contract administration and/or to address bargaining unit Employees' concerns, one (1) duly authorized Union Field Representative may be permitted to enter USC Verdugo Hills Hospital and other facilities where bargaining unit Employees perform work. The Union will notify the Human Resources representative or their designee who has been selected as the Field

- Representative. The Union Field Representative shall advise a Human Resources representative or their designee of each visit upon entering the facility. Upon entering the facility, the Field Representative will notify Human Resources via email or text message. The Union Field Representative will abide by patient confidentiality, infection control, safety and security rules, and other Hospital policies applicable to such areas.
- b. In the following special circumstances: steward elections, steward meetings, and steward trainings, two (2) additional Union Field Representatives will be allowed access to a conference room that has been reserved in accordance with Section 4 below, provided a Human Resources representative or their designee is given at least one (1) week advance notice.
  - c. The Union Field Representative shall not interfere with the work of any employee, nor shall the Union Field Representative inhibit any employees' use of a break area. This shall not prevent the Union Field Representative from conferring with an Employee and their supervisor or a Hospital representative in connection with the Employee's concern.
  - d. The Union will not conduct Union business in the cafeteria but nothing herein shall prevent the Labor Representative from utilizing the cafeteria for its intended purpose.
  - e. During the term of the Agreement, if the Hospital believes that a Union Field Representative has violated this Article, the Hospital may request an immediate meeting with the Union representative and/or their supervisor to discuss the violation and attempt to informally resolve the Hospital's concerns. This meeting will be held in person or telephonically 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, or the Union Field Representative continues to violate this Article, the Hospital may put the Union on notice that further violations by that Union Field Representative will lead to suspension of their access to the Hospital. After such notice, the Union will have forty-eight (48) hours to remedy the underlying problems. Further violations after that grace period shall permit the Hospital to suspend the Union Field Representative's access. The Union may appeal the suspension through the grievance process. The parties agree that an arbitration regarding the suspension will be scheduled within forty-five (45) days of the filing of the grievance, or as soon thereafter as possible. Nothing in this Article shall prohibit the Union from replacing the offending Union Field Representative pending resolution of their violations of this Article.

### 3. BULLETIN BOARDS

In addition, in departments where NUHW bargaining unit members work, an 8 ½ x 14 posting 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. No materials which are derogatory of the Hospital

may be posted. The Hospital shall not remove Union materials until a request has been made to the Union in writing, and a reasonable time is given for discussion.

4. USE OF HOSPITAL CONFERENCE ROOMS

The Hospital shall endeavor to provide the Union reasonable access to on-site conference rooms upon request, based upon availability, in accordance with the scheduling procedures below:

- a. The Hospital will provide the Union with a maximum of eight (8) hours per month of conference room access for Employee meetings or conferences regarding union business related to the bargaining unit.
- b. The Union must schedule such conference room usage in accordance with the Hospital's conference room scheduling procedures. The Hospital is not required to displace or bump groups or organizations that have scheduled conference room usage or otherwise have established periodic meeting schedules.
- c. Up to a total of six (6) hours per year of conference room time, which is not utilized in the appropriate month, may be utilized at a later date.
- d. The Hospital will notify the Union in writing of approval or denial as soon as possible but no later than one (1) week after receipt of the Union's request.

5. EMPLOYEE ORIENTATION

- a. The Hospital will allow a Union steward or Union representative up to twenty-five (25) minutes during the general part of the Hospital's orientation program for new Employees to discuss the Union and the terms of the collective bargaining agreement. The Hospital shall inform the Union not less than fourteen (14) calendar days in advance of the time and location of orientation.
- b. In connection with Section 5.a above, the Union steward shall be released from work without loss of pay upon written notification to Human Resources and the Department leader to participate, provided their attendance will not adversely impact patient care. Once the Union steward is approved to attend, the Hospital may only revoke its permission if the Hospital cannot otherwise address a patient care need.

6. BARGAINING UNIT LISTS

On a monthly basis, no later than the tenth (10th) day of each month, the Hospital will provide the Union with a complete list of Employees, which will include deletions, including terminations and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided electronically (for example, as an Excel spreadsheet, ASCII delimited text or another compatible format) showing the following information for such Employees: name, home address, cell phone numbers, email address, date of termination, employee ID number, classification, job title, department,

cost center, base rate, and date of hire, shift, status (*e.g.*, regular full-time, regular part-time, per diem, temporary). Upon reasonable request from the Union, the Hospital will respond to inquiries from the Union about whether a specific termination was a voluntary resignation, discharge, or layoff.

The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of, or by reason of, any action taken by the Hospital in providing the Union with the information set forth in this section or otherwise complying with said section.

## **ARTICLE 5 – SUCCESSORSHIP**

1. In the event of sale or transfer of control of the Hospital, the Hospital shall, within a reasonable period but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative.
2. Prior to the sale or transfer, the Hospital shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions.
3. The successor employer's relationship with the Union and the extent to which it is bound by the terms of this Agreement shall be governed by state and federal regulations, as well as state and federal law.
4. The Hospital shall, upon request by the Union and agreement by the potential successor, facilitate introductions during the due diligence period between Union representatives and representatives for any potential successor.
5. The Hospital and the Union agree that compliance with this Article shall constitute full satisfaction of all obligations to bargain regarding such sale or transfer, and the Hospital shall have no further obligation to the Union with respect to a sale or transfer of control of the Hospital.

## **ARTICLE 6 – EMPLOYEE STATUS**

### **1. FULL-TIME EMPLOYEE**

A full-time employee is an Employee who is regularly scheduled to work thirty-six (36) hours or more per work week. Regular full-time Employees are benefits-eligible and accrue benefits on status.

### **2. PART-TIME EMPLOYEE**

A part-time employee is an Employee who is regularly scheduled to work twenty-four (24) to thirty-five (35) hours per work week. Part-time Employees are benefits-eligible and accrue benefits on status.

3. PER DIEM EMPLOYEES

A per diem employee is an Employee who works intermittently to support staffing.

Per diem employees are expected to provide the Hospital with a minimum commitment to a certain number of shifts per month. However, nothing in this Agreement shall operate as a restriction on per diem employees' ability to temporarily work more than their stated commitment.

Per diem Employees are not benefits-eligible with the exception of sick time, except that they may participate in the applicable retirement plan if they meet the qualification/eligibility requirements of the plan.

4. TEMPORARY/FIXED-TERM EMPLOYEES

- a. A Temporary/Fixed-Term Employee is one who is hired to work either part-time or full-time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on a leave of absence or for a short-term project when bargaining unit Employees have been solicited and the need cannot be filled without incurring overtime or other premium pay. The specified period of employment for a Temporary Employee shall not extend beyond one hundred twenty (120) calendar days.
- b. The one hundred twenty (120) calendar days may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. This period may not be extended by the use of temporary assignments beyond a twelve (12) month period.
- c. For purposes of this Article, workers who are neither in a temporary status nor a contractor (e.g., a traveler or registry employee) are not Hospital employees as defined above and, therefore, not subject to the terms of this Agreement.

5. BENEFITS-ELIGIBLE POSITIONS

The Employer in conformance with its practice will evaluate the need for benefited positions on a regular basis.

## **ARTICLE 7 – SENIORITY, REDUCTIONS IN FORCE AND RECALL**

1. SENIORITY DEFINED

- a. How Calculated. The Hospital will recognize bargaining unit seniority for regular full-time and part-time bargaining unit employees based on the employee's most recent uninterrupted date of hire at the Hospital in a bargaining unit job classification. Where seniority is a determining factor in any determination pursuant to this Agreement and where multiple Employees have the identical seniority dates then a randomized and transparent selection process will be utilized.

1. No Employee shall suffer any reduction in seniority as a result of the execution of this Agreement except as provided for in this Agreement.
2. Per Diem employees shall not accrue bargaining unit seniority until they begin or are reinstated into a full-time or part-time position. Per diem employees accrue seniority from date of hire in a bargaining unit classification but may only exercise that seniority among themselves.
- b. Return to Unit. Any bargaining unit Employee who accepts a non-bargaining unit position on a temporary or fixed-term basis, for up to twelve (12) months, with the Employer and who later, without a lapse in service to the Employer, accepts a transfer into a bargaining unit position returns to the bargaining unit without a break in seniority.
- c. Seniority List. The Hospital shall provide bargaining unit lists to the Union as provided for in 0 (Union Representation), however, upon request by the Union or any Employee, the Hospital will provide either a complete seniority list or a seniority list for a specific department or area.

## 2. LOSS OF BARGAINING UNIT SENIORITY

- a. Seniority shall be lost by:
  - 1) Termination for cause;
  - 2) Failure to return from a leave of absence;
  - 3) Voluntary resignation;
  - 4) Lay-off with no recall within twelve (12) months;
  - 5) Termination of employment without rehire within twelve (12) months.
  - 6) Break in bargaining unit service without return within twelve (12) months.

## 3. DEFINITION OF REDUCTIONS IN FORCE AND RECALL

- a. In a reduction in force (aka “layoff”) and subsequent recall (“recall”), the principle of seniority, as defined in 0.1, shall govern, providing that abilities are adequate.
- b. A reduction in force shall be defined as the indefinite elimination of an Employee’s position or a reduction from full-time to part-time or to per diem status. A reduction in hours of a full-time or part-time Employee(s) which results in an employment status change to per diem or results in the loss of the benefits coverage is also deemed to be a reduction in force.
- c. Reduction in force language outlined in this Article will only apply to full-time, part-time Employees, except as otherwise specifically referenced. In the event of a reduction in force, the Hospital shall determine the classification and number of positions to be reduced. Reductions shall be conducted by Bargaining Unit, department, classification, employee status (i.e., full-time, part-time, per diem) and shift with affected Employee(s) determined by reverse seniority and conducted pursuant to 0.4.

#### 4. SELECTION FOR REDUCTIONS IN FORCE AND RECALL

- a. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected Employee(s):
  1. Step One. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive full severance benefits. An affected Employee may elect to be placed in per diem status at any time during Steps 1 - 5 of the reduction in force process outlined below. Because a voluntary layoff is tantamount to a voluntary quit, Employees who elect that option will not have recall rights. Likewise, Employees who elect per diem status have not been laid off and, therefore, will not have recall rights.
  2. Step Two. The affected Employee(s) may apply for and will be given any open position covered by this Agreement for which they are qualified and for which they meet position requirements. Provided they have not already been placed into, accepted or displaced another position, affected Employees may exercise this option at any time during Steps 1 - 5 of the reduction in force process, which shall supersede the bidding process. An affected full-time Employee, at their option, may be placed into any vacant part-time position in the above order, and provided they meet the position requirements. If the Employee rejects any such position for which they have applied, then the Employee will forfeit all displacement rights, recall rights, and full severance benefits.
  3. Step Three. To the extent possible, the Employer will endeavor to place the affected Employee(s) in any vacant position covered by this Agreement in the same employment category, pay, shift, shift length, and classification. The lack of any such open position(s) will not count as the Employer's failure to meet its obligations under this Agreement and, therefore, may not be grieved. Employee(s) placed into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights. If an Employee rejects an open comparable position offered at this Step, then the Employee will forfeit all displacement rights. Such refusal would result in the Employee being laid off and the forfeiture of recall rights, however, such Employee shall be eligible to receive full severance benefits.
  4. Step Four. Employees who do not qualify for placement in Step 2 or Step 3 may displace the least senior Employee in their current classification and employment category within their Bargaining Unit, provided they meets the minimum position requirements.
  5. Step Five. If there is no less senior Employee in their current classification within their Bargaining Unit, the Employee may displace the least senior Employee in another classification within their Bargaining Unit if the Employee affected by the reduction in force has greater seniority than the Employee in the other classification and the bumping Employee has worked in the other classification within the past twelve (12) months, meets the minimum position requirements, is

able to pass the basic skills competency for the position as determined by the Hospital, and is able to satisfactorily perform the job with minimal orientation.

6. No recall rights will be given to any Employee who rejects to displace another Employee in their classification, shift, and employment category in their Department or Bargaining Unit. An affected full-time Employee shall also be able to exercise the rights provided under Step 4 or 5 with respect to a benefited part-time Employee provided they meet the criteria above.

b. Recall

1. An Employee on layoff status or whose status was changed as a result of a reduction in hours, shall have recall rights in accordance with this provision for twelve (12) months from the date the Employee was laid off or had their employment category reduced. Recall will be by seniority, as defined in 0.1.
2. Employees placed into a position on a different shift, employment category, or former classification in Step 3, Step 4, or Step 5 shall have rights to return to their former shift, employment category and classification (within the Bargaining Unit), under the recall rights provisions for the defined "recall" period. If an Employee rejects the open comparable position, then the Employee will be taken off the recall list.
3. A laid off Employee may refuse a job offer and retain full recall rights if the job is not comparable in employment category, shift, classification, and pay to their former position at the time of layoff. Additionally, a laid off Employee who accepts a job that is not comparable shall retain recall rights for the remaining term back to a comparable employment category, shift, classification, and pay at the time of layoff.
4. In order to be eligible for recall, the Employee must keep the Hospital informed as to their current address and current telephone number. Recall notice to Employees on layoff shall be sent by certified mail, return receipt requested, to the Employee's last known address, with a copy sent to the Union. The Employee must return from layoff within ten (10) working days after receipt of notice to return to work, unless there are mitigating circumstances or by mutual agreement with the Employee or the Union or lose all recall privileges.

c. Per Diem Reduction in Force. In the event of a reduction in force, per diem positions shall be reduced before any full-time or part-time positions. The number of per diem Employees in the classification(s) in which reductions are needed will be laid off in inverse order, using per diem seniority.

d. Reduction in Force Notice. The Hospital agrees to give the Union and each Employee as much notice of a reduction in force as possible, and shall provide such notice immediately upon the Hospital's decision need to implement reductions in force which will affect Bargaining Unit Employees. In no event, shall notice be given to the Union and each employee less than four (4) weeks before any implementation

of a reduction in force. WARN notices shall be provided if required by State or Federal law.

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

5. SEVERANCE PAY

- a. Severance pay will be provided to a regular full-time and regular part-time Employee whose employment is terminated as a result of a reduction in force provided they execute the Hospital's standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the Employee's current base rate and partial years will not be prorated.
- b. Effective beginning the date of this Agreement, an Employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g., the Employee who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks' less of severance pay in the future).

**ARTICLE 8– JOB VACANCIES, POSTING AND APPLICANTS**

1. POSTING OF VACANCIES

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

2. APPLICATION RESTRICTIONS

An Employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next six (6) months.

Employees who are on vacation or on approved leave of absence may apply and be considered for a posted position provided they are able to report to work within two (2) weeks of being awarded the position.

3. PREFERENCE ORDER

- a. Preference shall be given in the following order among applying Employees from the same preference level. Among qualified applicants from the same preference level, seniority shall govern provided that 1) the applicant has the requisite experience in the same or equivalent job classification, 2) the applicant meets all reasonable qualifications of the job established by the Hospital, and 3) the applicant has no active documented disciplinary action.
  1. Full-Time and Part-Time Employees from within the bargaining unit.
  2. Per Diem Employees from within the bargaining unit. For purposes of this section, date of hire shall be substituted for seniority for Per Diem Employees.
  3. Full-Time and Part-Time Employees covered by this Agreement from a different bargaining unit other than the one where the vacancy exists.
  4. Per Diem Employees covered by this Agreement from a different bargaining unit other than the one where the vacancy exists. For purposes of this section, date of hire shall be substituted for seniority for Per Diem Employees.
- b. Other applicants: The Hospital shall be the sole judge of the fitness of any applicant.
- c. Notification of Selection. Employees submitting an application for a posted vacancy shall be timely informed by the Hospital whether or not they are awarded the position.
- d. Seniority Application. The seniority of applying Employees shall be determined by the Employee's most recent uninterrupted date of employment, as defined in 0 (Seniority, Reductions in Force and Recall), within the preference order in this Article
- e. Scope. It is understood that any application under this Article is limited to vacancies in Bargaining Unit positions and not day-to-day assignments arising from rotation of personnel, paid time off, or sickness relief.
- f. Evaluation Period after Promotion or Transfer. Employees who are promoted to a new position or who transfer to another position through the application/ selection process set by this Article shall have orientation as necessary, and such Employees shall have up to ninety (90) days of evaluation of their performance. The Employee may have the option to return to their former position within ten (10) calendar days of starting the new position with no loss. If, at any time within the ninety (90) day period, the Employee fails to perform satisfactorily, the Employee may, by the Union's and the Hospital's mutual agreement, return to their former position including shift, assignment, and scheduled hours without loss of seniority, provided

that the position still exists or remains vacant. If the position no longer exists or has been filled, such Employee may, by the Union's and the Hospital's mutual agreement, return to a position that is as nearly comparable to the former position including shift, assignment and scheduled hours as possible.

## **ARTICLE 9 – NON-DISCRIMINATION AND HARASSMENT**

### **1. NON-DISCRIMINATION**

The Hospital and the Union agree that, in accordance with local, State and Federal laws, there shall be no discrimination or harassment against any Employee/applicant on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, national origin, citizenship status, shared ancestry and ethnic characteristics, sex, sexual orientation, gender, gender identity, gender expression, genetic information, age (40 years and over in the employment context), disability, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), marital status, partnership status, employment status, income status, political belief or affiliation, domestic violence victim status, or military or veteran status, and any other class of individuals protected from discrimination under applicable state, federal or local law, regulation or ordinance with respect to the application of any provision of this Agreement, their employment with the Hospital, or membership in the Union. The Hospital and Union agree to follow all applicable laws concerning or prohibiting discrimination and harassment against Employees.

### **2. HARASSMENT**

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

### **3. REMEDIES**

- a. Any Employee who believes to have experienced unlawful harassment, discrimination, retaliation or to have been unfairly accused of engaging in discrimination or harassment, based on any protected classifications listed above, must, as a prerequisite to any relief, make use of the complaint, investigative, and appeal, procedures provided by the USC Office for Equity, Equal Opportunity and

Title IX (“EEO-TIX”). Employees may obtain information about the proper complaint and investigation procedures from Human Resources at 818.952.3561 or the USC Office for Equity, Equal Opportunity and Title IX (“EEO- TIX”) at 213.740.5086.

- b. After EEO-TIX closes its review of the claims including any related processes and appeals, an Employee who wishes to further pursue such claims must do so pursuant to the grievance procedures set forth in 0 of this Agreement or, in the alternative, such other legal or arbitral forum that might be available to the Employee, but not both.

## **ARTICLE 10 – UNION NON-DISCRIMINATION**

There shall be no 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.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **1. DEFINITION**

- a. Grievance. A grievance is a dispute over the interpretation, meaning or application of a specific provision of this Agreement.
- b. Employee Grievance. An Employee grievance is a grievance filed by the Union on behalf of any Employee.
- c. Union Grievance. A Union grievance is a grievance filed by the Union on its own behalf.

### **2. PROCEDURE**

A grievance must be processed according to the following grievance procedure and no grievance shall be considered which has not been presented in accordance with this procedure, including compliance with the specific timelines established herein, except where timelines have been extended by written mutual consent.

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

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

- b. Step Two. If an Employee or Union grievance cannot be resolved informally at Step One, it shall be advanced in writing. The written grievance shall be submitted to a Human Resources Representative or their designee within twenty-one (21) calendar days after the grieving party knew or reasonably should have known of the circumstances giving rise to the grievance.

The written grievance form must:

1. allege the violation of a specific provision or provisions of this Agreement,
2. set forth the date, time, and description of the Step 1 meeting or when a Step 1 meeting was attempted,
3. identify the name(s) of the aggrieved Employee(s) or group of Employees (if identified by unit or group, the form must identify at least two (2) aggrieved Employees),
4. set forth all factual grounds upon which the allegation is based, including the date of the alleged violation and
5. each specific remedy or correction that is being sought from the Hospital, provided, however, it is recognized that prior to filing for arbitration the Union shall be permitted to modify any proposed remedy based on facts that emerge from the resulting grievance investigation.

Within twenty-one (21) calendar days after receipt of the written grievance, a meeting shall be held with a Human Resources Representative or their designee to discuss the grievance. In the case of any Employee grievance, both the grievant and a Union Steward or Field Representative may be present at the meeting. Within fourteen (14) calendar days after the meeting, the Hospital shall respond to the grievance in writing.

- c. Step Two (A). Grievances not resolved at Step Two may be appealed to Step Two (A) within ten (10) calendar days. The appeal to Step Two (A) shall be submitted in writing to the Hospital's Senior Employee Labor Relations Administrator, or their designee. Within seven (7) calendar days of the receipt of such appeal, a meeting shall be held including the Hospital's Senior Employee Labor Relations Administrator, or their designee, Union Steward and grievant(s). Within seven (7) calendar days after such meeting, the Hospital's Senior Employee Labor Relations Administrator, or their designee, shall respond to the Step Two (A) meeting participants. Such appeal shall be optional to the Union. If the Union opts not to utilize Step 2(A), the timelines for moving the grievance from Step 2 to Step 3 shall apply.
- d. Step Three. If the Hospital's response in Step 2 and/or Step 2 (A) is not satisfactory the Union may submit the grievance to arbitration within fourteen (14) calendar days after the receipt of the Step 2 response.
1. The following procedure shall apply if a grievance is timely submitted to arbitration:

- i. Within fourteen (14) calendar days after the receipt of the Step 2 and/or Step 2 (A) response, the Union may advance the grievance to binding arbitration by providing the Hospital's Human Resources Representative, or their designee, written confirmation of its intent. The Union shall contemporaneously request a panel from the Federal Mediation and Conciliation Service ("FMCS") of seven (7) arbitrators, each of whom shall have a "Primary Address" located within fifty (50) miles of the Hospital. Within fourteen (14) days of receipt of the panel, the Hospital and the Union shall meet by phone or another mutually acceptable platform to choose an arbitrator using a process of elimination: the parties shall each take turns striking one name from the panel with the Union striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance.
  - ii. If prior to striking the panel, either party determines the initial FMCS panel unacceptable for any reason, the parties will request a second panel. The jurisdiction of the arbitrator shall not exceed those subjects identified in the final version of the Step 2 grievance document. A hearing on the grievance shall be held at a time and place agreed to by the parties and 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.
2. The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof. The arbitrator shall not have authority to: (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date. The Arbitrator may not require the parties to engage in any form of interest arbitration.
  - i. In the event an unfair labor practice charge is deferred to arbitration, the arbitrator shall have the authority to resolve the unfair labor practice charge under the then applicable standard of the National Labor Relations Board.
  - ii. The Arbitrator shall retain jurisdiction over the matter for one (1) year following the issuance of their award.
3. The fees and expenses of the arbitrator, the court reporter's appearance fee, and any cost for the use of neutral facilities shall be borne equally by the Hospital and the Union.

### 3. TIME LIMITS

Time is of the essence, and the time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express

agreement of the Hospital and the Union. No request for extension may be considered unless submitted before the expiration of the applicable time limit.

If the Hospital fails to respond to a grievance within the applicable time limits (including any extensions), the grievance may be appealed, immediately to the next step. If a grievance is not appealed to the next step of the procedure within applicable time limits, the grievance will be considered resolved according to the Hospital's last response to the grievance.

In the event of a dispute over whether any party has failed to adhere to any timing or other procedural requirements set forth in this Article, the other party may insist upon, and the arbitrator shall consent to, bifurcation of the procedural matter(s) and the merits of the case. The arbitrator selected using the process of elimination described above will be required to first provide dates for a hearing on the procedural matter or, when appropriate, dates for the parties to submit their evidence and arguments.

## **ARTICLE 12 – DISCIPLINE**

### **1. JUST CAUSE**

The Hospital may only discipline or terminate an Employee for just cause. Any discipline or discharge may be subject to the grievance procedure in 0.

### **2. PROGRESSIVE DISCIPLINE**

Unless circumstances warrant more severe actions, the Hospital will attempt to utilize a system of progressive discipline. Disciplinary steps include, but are not strictly limited to, documented verbal counseling, documented written disciplinary actions, documented disciplinary suspensions without pay, and termination of employment. Documented conversation records do not constitute documented disciplinary actions.

### **3. INVESTIGATORY SUSPENSION**

Employees shall be paid during investigatory suspensions, provided the employee cooperates fully with the Hospital's investigation by, for example only, attending requested meetings, responding to Hospital phone calls and emails within the Hospital's stated deadlines, etc. Any Employee who is held in investigatory suspension for more than fourteen (14) calendar days shall be able to individually, or through the Union, request a meeting with Human Resources to obtain an update on the status of the investigation, which may include the nature of the investigation, the investigating body, and an anticipated timeline to the extent available and appropriate given the circumstances of the investigation, provided the update will not include any information which cannot be shared or which may jeopardize the efficacy of the investigation, nor shall any information shared be considered final or binding until the investigation is fully completed.

4. DOCUMENTED DISCIPLINARY ACTION

A documented disciplinary action is designated as such by the Hospital. A steward shall be permitted to attend a disciplinary meeting by mutual agreement. Such meeting, if attended by the steward, shall be considered Step 1 of the Grievance Procedure. An Employee who receives a documented disciplinary action shall be given a copy of the discipline and may sign a receipt to acknowledge having received the document. Acknowledging receipt of the discipline shall not constitute an admission of the Employee's agreement with the substance of the discipline.

A Union grievance contesting a documented disciplinary action shall be subject to the grievance procedure requirements in 0.

5. INVESTIGATIONS

The Hospital has an obligation to conduct a complete investigation of all alleged misconduct. Accordingly, the Hospital shall make every effort to complete its investigation and issue any documented disciplinary action no later than forty-five (45) calendar days from the date the Hospital learned of the alleged misconduct. The Hospital may request an extension if necessary to complete its investigation and, if warranted, issue and take any disciplinary action. The Union shall not unreasonably deny such request.

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

- a. There shall be one (1) official personnel file for all bargaining unit Employees and they shall have the right to inspect and to be provided, on request, with one (1) copy of any document in the Employee's file.
- b. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case where the Employer and the Union agree to revise personnel record disciplinary material, the Employer shall, upon request, provide evidence of the revision.
- d. Documented disciplinary actions for violations of the Hospital's anti-harassment, anti-discrimination, or workplace violence policies; theft of any kind (including timecard fraud); negligent medication errors; or unauthorized access to patient records or other HIPAA violations shall remain active for eighteen (18) months. Other documented disciplinary actions shall not be utilized for progressive discipline beyond twelve (12) months of their issuance. Specific to excessive occurrences of attendance or punctuality, no documented disciplinary actions shall be utilized for progressive discipline beyond twelve (12) months of their issuance.

7. ADDITIONAL REPRESENTATION RIGHTS

Upon the Employee's request, the Employee is entitled to have a Union representative present during an investigatory interview in which the Employee is required to participate and where the Employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Field Representative or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours.

8. PROBATIONARY EMPLOYEES

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

**ARTICLE 13 – HOURS OF WORK, OVERTIME AND SCHEDULING**

1. STATE AND FEDERAL WAGE AND HOUR LAWS

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

2. WORKDAY AND WORKWEEK

- a. A workday is defined as the consecutive twenty-four (24) hour period beginning at 0000 each day.
- b. A workweek is defined as the seven (7) calendar day period that starts at 0000 on Sunday and ends at 2359 the following Saturday.
- c. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Hospital to comply with such laws so long as such changes are not designed to evade the overtime requirements.
- d. Nothing herein shall be deemed or construed to change the Hospital's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for purposes of calculating for overtime compensation.
- e. Except in a department(s)/unit(s) where an Employee(s) is regularly scheduled to be on standby/on-call, no Employee will be scheduled to work in excess of five (5) consecutive days, within the work week without their consent.
- f. Twelve (12) hour shift Employees will not normally work more than the schedule

they were hired into with up to three (3) shifts of twelve (12) or more hours per week (or a three (3) and four (4) shift schedule per pay period), except by mutual agreement.

- g. Except in a department(s)/unit(s) where an Employee(s) is regularly scheduled to be on standby/on-call, Employees shall have a minimum respite period of eight (8) hours between scheduled shifts, unless otherwise agreed to by the Employee and their Department leader. No Employees shall be required to work two (2) shifts (i.e., a double shift) within a period of twenty-four (24) hours except in cases of emergency.
- h. The Hospital and the Union may negotiate a certain number of regular schedules in a department not to exceed 10% of the staff in a department in which Employees may work a regular schedule that involves working every weekend. The Hospitals will notify the Union of such intent in writing, no less than thirty (30) days prior to the proposed implementation date and upon request of the union to negotiate over the proposal. No Employee who is currently assigned a schedule that includes at least every other weekend off can be involuntarily assigned to work on every weekend schedule. Once the schedules are posted, they will be filled in accordance with 0 (Job Vacancies, Posting And Applicants). Employees who work regular schedules providing for working every weekend are not entitled to every other weekend off provisions outlined above.

### 3. PAYROLL PERIOD

The payroll period will consist of a fourteen (14) day period that begins on Sunday at 0000 and ends on Saturday of the following week at 2359.

### 4. OVERTIME

- a. **Mandatory Overtime.** The Hospital and the Union recognize that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime 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 internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this Section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate interventions and care such as natural disasters, situations of mass casualties or an internal emergency endangering patient care such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event.
- b. An Employee must obtain supervisory approval prior to working any hours that would require the payment of overtime unless to do so would jeopardize patient care. An Employee unable to obtain prior authorization must document the reason in the

timekeeping system on the day the overtime was incurred and must verbally or via email notify their supervisor of the situation prior to leaving at the end of the shift.

- c. Employees working extra overtime shifts will not be canceled by the Hospital on their regularly scheduled day the following week for the purpose of avoiding paying premium pay.

## 5. SHIFTS

- a. “8 and 40” Work Schedule. An Employee who is assigned to an “8 and 40” work schedule will be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked after the first eight (8) hours in a workday or over forty (40) hours in a workweek and two (2) times their regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- b. “8 and 80” Work Schedule. An Employee who is assigned to an “8 and 80” work schedule will be paid one and one-half (1½) times their regular rate of pay for all hours worked after the first eight (8) hours in a workday or over eighty (80) hours in a fourteen (14) day pay period and two (2) times their regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- c. Ten (10) Hour Shifts. An Employee who is assigned to work ten (10) hour shifts will be paid at the rate of one-half (1 ½) times their regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) hours in a workweek and two (2) times their regular rate of pay for all hours worked after the first twelve (12) hours in a workday.
- d. Twelve (12) Hour Shifts. An Employee who is assigned to work twelve (12) hour shifts will be paid two (2) times their regular rate of pay for all hours worked after the first twelve (12) hours in a workday and will be paid at one-half (1 ½) times their regular rate of pay for all hours worked over forty (40) in a workweek.
- e. Regular Rate. For computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.
- f. Split Shift. Unless by mutual agreement, the Hospital will not split shifts once an Employee has reported to work.

## 6. WORK SCHEDULES AND POSTING

- a. The Hospital will post work schedules at least fourteen (14) days in advance of their commencement dates and may, at the Hospital’s discretion, also be posted on a web-based scheduling software program. Once posted, every Employee is required to review the schedule and ensure they are aware of the dates and times they are expected to work. Such schedules will cover a minimum period of four (4) weeks.

- b. As an exception to Section 6.a above, a department/unit that permits self-scheduling in accordance with Section 6.c, below will attempt to 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. Such Employees shall make every effort to submit scheduling requests to their department head at least seven (7) weeks in advance of scheduled commencement date.
- c. Wherever applicable, the Hospital shall continue its existing practice(s) of permitting Employees to self-schedule on a department/unit-by-department/unit basis. The respective department Director or their designee will consider and make a reasonable effort to grant Employees' self-scheduling requests, provided such requests are submitted in a timely way and that they are consistent with departmental/unit needs and operating requirements of the Hospital.
- d. Changes to the posted schedule will be made only by agreement between the Employee and the Hospital that are consistent with department and patient care needs. Requests by Employees for changes to a posted schedule must be made and approved in writing or online via the scheduling program, if applicable, by the department Director or their designee.
- e. A regularly scheduled Employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled Employee provided they have substantially equal competencies. Such trades are subject to the written or electronic approval of the department Director or their designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade may not be approved if it would increase overtime or extra shift premium costs for the Hospital.
- f. The Hospital may change/revise the start or end time of any schedule(s) by up to sixty (60) minutes. Changes made in excess of sixty (60) minutes and more than three (3) current bargaining unit Employee(s) are affected, the Hospital agrees to notify the union in writing no fewer than thirty (30) days prior to the implementation date. If the Union requests, the Hospital will meet with the union steward and union representative to make a reasonable attempt to review/revise the schedule to have the least impact on the fewest number of full-time and part-time staff possible. Once the new schedule is established, changes will be accomplished by seniority within each classification. None of the foregoing shall affect the Hospital's ability to make any changes or exercise any rights provided for in 0 (Management Rights).

7. WEEKEND SCHEDULING

- a. A weekend means Saturday and Sunday, except for the night shift, when a weekend means Friday, Saturday and Sunday.
- b. Nothing herein shall preclude an Employee from volunteering to be scheduled for additional weekend shifts.

- c. An Employee may request to share their weekend shift requirement with another Employee with substantially equal competencies and job title. Approval of such requests will be at the discretion of the Hospital and will not be unreasonably withheld, except that an Employee's request may not be approved if it would increase overtime or extra shift premium costs for the Hospital.
- d. Per Diem Employees will be scheduled to work weekends in accordance with their per diem agreements and Employees hired specifically to work weekends will continue to be scheduled to work weekends.
- e. Employees may be required to "make up" missed weekend days, at the direction of the Director or their designee, for the following schedule period.
- f. For departments that do not have weekend operations the Hospital will notify the Union of its decision to add weekend scheduling to the work schedule no less than thirty (30) days prior to the implementation date. If the Union requests, the Hospital will meet with the union steward and union representative to discuss minimizing the impact of the new schedule as established. None of the foregoing shall affect the Hospital's ability to make any changes or exercise any rights provided for in 0 (Management Rights).

8. ADDITIONAL HOURS

Employees will maintain a shift or departmental availability list and will attempt to cover any additional hours from such list, subject to competency, in accordance with the steps below. Regular Full-time and Part-time Employees will be placed on the availability list to be selected by rotation. This Section applies only to the system for allocation of additional hours, not pay practices associated with the allocation of those additional hours.

- a. Straight Time. Additional hours shall be offered on a rotational basis to the Employee who has the necessary competency and whose acceptance of such additional hours will not result in overtime. The department/classification specific volunteer availability list will be posted and maintained by Employees in the department/unit or the staffing office, whichever is appropriate. Employees will be responsible to maintain the accuracy of their availability and desire to be considered for additional hours. In departments that do not maintain an availability list, the Hospital will have sole discretion of staffing the unit. Straight time hours will be distributed starting with the senior-most volunteer, including per diems, and continue down the availability list, so that no Employee works more than one additional shift without all Employees on the list offered the opportunity to work an additional shift.
- b. Overtime. If the Hospital is unable to cover the additional hours without incurring overtime, then such additional overtime hours will be offered on a rotational basis.

The Hospital shall make every effort to ensure that Employees are offered additional hours before registry, traveler, or agency staff are offered additional hours, provided

that Employees have the appropriate and necessary skills and training required of the assignment.

c. Confirmation/Scheduling.

1. At least two (2) hours prior to the start of the shift, an Employee who has indicated their availability will be notified by the Hospital that they are needed for the additional hours or overtime that they have signed up for.
2. At least twelve (12) hours prior to the start of the shift, an Employee who has made themselves available for additional hours or overtime, may remove their name from the availability list without penalty, unless that Employee has already been confirmed.
3. Once the shift has been confirmed, this is considered a scheduled shift and will default to any and all provisions regarding scheduling and time and attendance, including Call off/Flexing.
4. It is understood that the Hospital will first attempt to fill its staffing needs through the straight time hours process outlined above prior to making use of overtime.

9. CALL-OUT PROCEDURE

An Employee reporting absent for a shift, or portion thereof, will call in the absence to their department Director or their designee as soon as they know the absence will occur. An Employee is required to call out no less than two and one-half (2.5) hours prior to the commencement of their shift. Compliance with this call out requirement is necessary for staffing reliability and will not excuse unscheduled or unauthorized absences.

10. CALL OFF/FLEXING

A call-off (also known as flex-off) shall be defined as a temporary reduction due to census fluctuations or other operational needs. In the event that the Hospital deems it appropriate to call off an Employee in any unit or department, the Hospital shall accomplish such reduction in the following manner:

- a. Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible Employees who are called off may take the day off without pay or use Paid Time Off (where applicable), at the Employee's discretion. Before an Employee (for example, a Care Partner and/or a Patient Financial Service Representative within the Service employees' bargaining unit; or LVNs and Radiology employees within the technical employees' bargaining unit) is called off/flexed, the Hospital shall make a reasonable effort to float the Employee to another area in need of staff in accordance with 0 (Floating).
- b. Call Off/Flexing as Time Worked. If an Employee is cancelled or volunteers to take time off, the hours that an Employee was scheduled to work shall count as time worked for the following, including but not limited to:

1. Vesting and service credit under the retirement (401-k) plan;
  2. Waiting periods under health insurance and other fringe benefit plans;
  3. PTO accruals.
- c. Order of Call Off/Flexing. Subject to patient care staffing needs the Hospital shall Call Off/Flex Employees in the following order:
1. Registry
  2. Travelers
  3. Full time or part time employees on premium pay, unless it is their regular scheduled shift.
  4. Volunteers
  5. Per Diem Employees
  6. Part-Time Employees
  7. Full-Time Employees
- d. Within each category above, Call Off/Flexing shall be by rotation. Unit or department Call Off/Flexing rotation lists shall be maintained and made available to Union stewards and staff representatives, upon request.
- e. The Employer will maintain its current practices regarding Call Off/Flexing Off.
- f. (For purposes of the Technical Contract) As an exception to the call off/flex off order, Employees who were called back to work from standby status and who worked late the night before will receive first consideration for being called off/flexed off, regardless of their place in the rotation.
- g. Call Off/Flexing Notice. For Employees called off before the shift commences, the Hospital will attempt to Call Off/Flex Employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a call off/flex during the shift, when necessary.
- h. Call Off/Flexed Employees Off the Schedule. Once called-off, an Employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the Employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof.

11. NO GUARANTEE

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

12. NO PYRAMIDING

There will be no pyramiding of overtime and premium payments for the same hours worked. To the extent that hours are compensable as overtime under provisions of this Agreement and where two (2) or more overtime provisions apply, the greater will prevail.

## **ARTICLE 14 – FLOATING**

### **1. DEFINITION**

- a. Floating is defined as the temporary reassignment of a staff member to a department within their bargaining unit other than their currently assigned department (“home unit”)
- b. Employees may be assigned to float to a department other than their home unit, subject to the limitations provided in this Article.

### **2. FLOATING ORDER**

Employees shall float in the following order:

- 1) Registry
- 2) Travelers
- 3) Volunteers
- 4) Employees receiving overtime or extra shift bonus
- 5) Per Diem
- 6) Part-Time
- 7) Full-Time

### **3. FLOATING ROTATION**

The order of float for Employees will be on a rotational basis within each of the categories of Employees described above, subject to operational needs. Nothing shall preclude any Employee from volunteering to float outside of their rotational order. If there are multiple volunteers the most senior shall float. Once an employee has floated for the shift, they shall not be involuntarily floated again. The employee’s return to their home unit after floating shall not be considered a second float.

### **4. FLOATING CONDITIONS**

Floating shall be subject to the following conditions and limitations:

- a. Orientation. Fully qualified Employees may be floated outside of their home unit to any department where the Employee has demonstrated the requisite competency in providing care to patients in that department. Employees will be oriented to the layout of the unit and the locations for essential equipment. In the event the floated Employee requires additional orientation regarding, for example, how to properly operate certain equipment or unit procedures, they must request it from the unit supervisor or the department Charge; if the employee feels they are not getting the assistance they need, they must escalate the request. Such requests will not be unreasonably denied.
- b. Compliance with Law. Floating of Employees shall comply with all federal and state laws and regulations, including California Code of Regulations, Title XXII, §70217.
- c. Floating Records. The Hospital will maintain competency validation, float orientation, and other such relevant float documentation. Float rotation lists will be maintained and will be available for inspection by affected Employees in the unit and job classification. Information in this paragraph will be made available and provided to the Union upon request.

## **ARTICLE 15 – COMPENSATION**

### **1. IMPLEMENTATION OF WAGE RATES**

#### **a. Year One**

1. Effective the first full pay period following 6/18/25, all full-time and part-time employees will be placed on the wage structure step that correlates with their Years of Experience in their current classification, as outlined in the Wage Table in Appendix A.
2. Also, effective the first pay period following 6/18/25, no employee covered by this Agreement will experience a reduction in pay or receive less than a five percent (5%) increase.

#### **b. Year Two**

1. Effective the first full pay period one year following 6/18/25, all full and part-time employees covered by this Agreement will receive no less than a four per cent (4%) pay increase.
2. No employee covered by this Agreement will experience a reduction in pay nor will they receive less than a four per cent (4%) pay increase.

#### **c. Year Three**

1. Effective the first full pay period after the second year following 6/18/25, all full-time and part-time employees covered by this Agreement will receive no less than a four per cent (4%) pay increase.

2. No employee covered by this Agreement will experience a reduction in pay nor will they receive less than a four percent (4% ) pay increase.

2. YEARS OF EXPERIENCE

- a. Credit for Years of Experience shall be defined for purposes of this Article, as the sum of total years of relevant experience in the job classification or comparable/relevant work experience. Employees who believe they have been placed on the wrong step based on their years of experience, the employee must, within thirty (30) days of the date the wage rate becomes effective, present written evidence regarding their years of experience. The Hospital will complete its evaluation and decide within sixty (60) days after the evidence is submitted. The Hospital reserves the right to reject evidence or assertions that cannot be verified. Any disputes will be resolved through the Grievance Procedure.
- b. Credit for Past Experience
  1. Employees hired during this Agreement will be compensated based on their years of continuous experience at another acute healthcare facility or relevant non-healthcare experience.
  2. Continuous experience will be credited as one year of experience for each year worked in the comparable work experience, either domestically or internationally, as applicable.

3. PER DIEM WAGE RATES

a. Year One

Effective the first full pay period following 6/18/25, all per diem employees will be placed at the minimum for the range set forth in Step 5 of their classification, as per the wage table in Appendix B but will receive no less than five percent (5%).

b. Year Two and Year Three

The same wage structure will be maintained in years two and three, with all per diem employees placed on Step 5 with applicable minimum increases.

4. PAY PRACTICES

a. Promotions, New Hires, and Transfers

1. Employees transferring to the same or a comparable position, will have their wage determined based on their comparable/relevant work experience.
2. For employees moving to a lower paid position voluntarily, wages will be adjusted according to the applicable step on the wage scale based on comparable/relevant experience.

3. If a position is reclassified, the base wage rate for employees in that job classification will be adjusted to the appropriate step on the wage scale. The Hospital will meet its obligations to bargain with the Union, upon request, to address the effects, if any, to bargaining unit employees.
  4. Pay raises for promoted Employees referenced herein shall be effective starting the first full pay period after the employee's promotion date.
- b. Pay Rates Preserved. Should an employee accept a position in a lower paid job classification as a result of a reduction in force, the employee shall be placed on the wage scale set forth in Appendix A in the appropriate step based on years of relevant experience.
  - c. Working Temporarily in a Higher Paid or Lower Paid Classification. Any Employee directed by a manager or their designee to work in a higher paid classification (job title) shall receive a 3% differential for all hours worked in the higher paid classification (job title). Any Employee directed by a manager or their designee to work in a lower paid classification, shall be paid at the rate of their current classification.
  - d. Other Pay Practices.
    1. The Hospital reserves the right to unilaterally increase base wage rates to ensure adequate recruitment and retention, based on wage survey data.
    2. The Hospital will provide the Union with reasonable notice and an opportunity to discuss any changes to bonuses or other pay practices not set forth in this Agreement.

## 5. JOB CLASSIFICATIONS AND RECLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the Hospital. The Hospital shall timely notify the Union of all meaningful changes to job content and responsibilities. In the event an employee believes their job is inaccurately described or that it has changed and, as a result of that change, should be upgraded, the employee may appeal such rating and seek an upgrade by bringing such claim to the attention of their supervisor. If a satisfactory resolution is not forthcoming at that level, the matter may be appealed by the union through the grievance procedure and, if necessary, to arbitration. In the event it is determined that a wage increase is in order, the adjustment shall be retroactive to the implementation date of the subject job changes.

## 6. PAYDAY AND PAYCHECK

- a. Wages will be paid every two (2) weeks. Payday is the Friday after the end of a pay period, except where such Friday is a University holiday, in which case the payday will be Thursday.

- b. The Hospital will continue its current practice regarding the direct deposit of paychecks.
- c. Where an error by the Hospital results in paycheck underpayment, upon Employee request, such error will be corrected by the close of business on the next business day. However, where the underpayment results from an Employee error, it will be corrected on the next paycheck.

7. BONUSES

- a. Referral Bonus. The Hospital will continue its current practice of paying referral bonuses on an as-needed basis. In the event a referral bonus is to be instituted, modified or discontinued, notice will be given to the Union.
- b. Extra Shift Bonus. In addition to an Employee’s base hourly rate, overtime pay, shift, or any other applicable differentials the Hospital may offer an additional Extra Shift Bonus (ESB) per hour to bargaining unit Employees working in the job profiles as listed below:

<b>Position</b>	<b>Bonus</b>	<b>Position</b>	<b>Bonus</b>
Certified Phlebotomist	\$5.00 per hour	Care Partner	\$5.00 per hour
Orderly	\$5.00 per hour	Unit Secretary / Monitor Tech	\$5.00 per hour
LVN	\$7.00 per hour	Respiratory Care Therapist	\$7.00 per hour
Surgical Tech	\$7.00 per hour		

- 1. In order to be eligible to receive an ESB, an Employee must work all hours in their posted schedule (i.e., 72 hours per pay period for FT 12-hour Employees and 80 hours per pay period for FT 8 and 10-hour Employees, etc.). Employees may not use ESB shifts to make up for scheduled or unscheduled absences. If an Employee is unable to work their regularly scheduled shift in the same pay period an ESB shift is worked, the ESB will be forfeited.
- 2. An Employee may not work an ESB shift and collect any other compensation, including Paid Time Off, for the same day worked.

8. SHIFT DIFFERENTIALS

- a. The Hospital shall pay hourly evening shift and night shift differentials. Shift differentials are applied when a majority of the hours worked fall within the respective evening and/or night shift hours. For Service Classifications: PMs \$1.75 and Night \$2.25. For Tech Classifications: PMs \$2.10 and Nights \$3.25. As an exception for the RCPs, the evening differential is \$3.50 and the night differential is \$6.00.

- b. Eight (8) and Ten (10) Hour Shifts. For Employees on eight (8) and ten (10) hour shifts, the evening shift is defined for shift differential purposes as 3:00 p.m. to -11:00 p.m. and the night shift is defined for shift differential purposes as 11:00 p.m. to 7:00 a.m.
- c. Twelve (12) Hour Shifts. For twelve (12)-hour shift Employees night shift is defined for shift differential purposes as 6:30 p.m. to 7:00 a.m.
- d. Unit Secretary/Monitor Techs (MT): Care Partners (CP) assigned to perform Unit Secretary/Monitor Tech duties shall be so assigned on a volunteer and rotational basis, provided they have been trained and are qualified to perform the work.

9. FLOATING

Floating. LVNs who are assigned to Float as defined in 0 (Floating) shall be paid a Floating Differential of \$3.00 per hour for all hours worked outside their home unit.

10. LEAD/COORDINATOR DIFFERENTIAL

- a. Any Employee directed by a manager or their designee to work as a lead/coordinator shall receive a 3% differential for all hours worked in the higher paid classification (job title). Any Employee directed by a manager or their designee to work in a lower paid classification, shall be paid at the rate of their current classification.
- b. Preceptor Pay. The Hospital shall maintain its current practice regarding use of preceptors and preceptor pay in Surgery for the O.R Techs, i.e. \$6.00 per hour.

11. STAND-BY/ON-CALL AND CALL-BACK PAY

- a. Stand-By/On-Call Pay.
  - 1. Stand-by/on-call will not be considered hours worked when employees are free to engage in activities for their own purposes even though they are required to inform the Hospital how they can be reached and even if they carry a beeper or radio. Under such circumstances, employees will be eligible to be paid in accordance with the Hospital's current standby program and associated pay rates.
  - 2. Stand-by/on-call will be considered hours worked when an employee is required to restrict personal activities so that the employee cannot use their time effectively for the employee's purposes. Under such circumstances, the employee will be paid in accordance with applicable federal and state law for each hour they are assigned to such status. No other compensation will be paid for such stand-by/on-call status. Hours while on stand-by/on-call will not be considered hours worked for purposes of paying differentials, overtime, or any other form of premium pay under this Agreement.

3. Any disputes related to the classification of stand-by time or the application of this section shall be subject to the grievance and arbitration procedure outlined in Article 11 Grievance Procedure of this Agreement.
- b. Call-Back from Standby Pay. An Employee who is assigned to stand-by/on-call status will be guaranteed a minimum of two (2) hours pay each time they are called in by the Department Director or their designee. An Employee will receive one and one-half (1-1/2) times their base rate of pay, rather than stand-by/on-call pay, for all hours actually worked when they are called back to work from stand-by status. The work time of an Employee who is called in from stand-by/on-call status shall commence when they arrive at the work site and clock in.

12. REPORT PAY

- a. If an Employee is scheduled or otherwise required to report to work and that Employee reports to work, they will receive a minimum of four (4) hours pay. If the Hospital offers that Employee an assignment other than the regular assignment and the Employee refuses, no report pay will be paid.
- b. The Employee will not be paid report pay if the Hospital notifies the employee at least two (2) hours prior to the start time that the Employee should not report to work. It shall be the employee's responsibility to keep their current phone number on file within the Hospital's Human Resource Information System (HRIS) Software, i.e., Workday.
- c. The Hospital shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Hospital's control.

13. NEW CLASSIFICATIONS AND JOB DESCRIPTIONS

- a. In the event that the Hospital wishes to establish a new job classification in the bargaining unit, the Hospital and the Union will meet and negotiate over the rate of pay and job duties, prior to the Hospital implementing the job. The parties will make a good faith effort to reach a settlement. If the parties are unable to reach agreement, the Hospital may implement and the Union, within fifteen (15) days, may submit the dispute to expedited arbitration for final and binding resolution. Any monetary remedy resulting in a higher rate of pay for Employee shall be paid retroactively to the start of the job or the start date of each individual Employee in the new position.
- b. The Hospital shall maintain and review job descriptions for all classifications, which will be timely and remitted to the Union.
- c. Upon request to the Human Resources Director, or designee, the Hospital shall provide the Union or Employee with any existing job description and/or individual position descriptions, for covered Employees. These shall be mailed and made available to the requesting party within five (5) calendar days of any such request.

14. EMPLOYEE MEALS

The Hospital will continue its current practice of providing all Employees with a discounted cafeteria meal.

15. BILINGUAL SERVICES

All translation services for communications with patients will be accomplished using the Hospital's approved platform (for example, AMN Healthcare Services). Employees are prohibited from translating such communications.

16. DONNING AND DOFFING OF UNIFORMS

For Employees required to wear sterile scrubs: Upon clock-in, each employee will be given up to five (5) minutes for donning, and at the end of the shift will be given up to five (5) minutes prior to clocking out for doffing. Employees must don after clocking in, and doff before clocking out.

**ARTICLE 16 – TIME OFF**

1. PAID TIME OFF

- a. The Hospital will grant Full-Time and Part-Time Employees accrued sick and vacation time as income replacement to enable them to take approved time off from scheduled work for vacations, healthcare needs including illnesses, injury, or doctor or dentist appointments.
- b. Eligible Hospital Employees will earn Vacation and Sick each pay period, based on length of service and status.
- c. The standard bi-weekly and annual accrual schedule for full-time Hospital Employees will be as follows:

1. Paid Vacation:

<b>LENGTH OF SERVICE</b>	<b>BI-WEEKLY ACCRUAL</b>	<b>ANNUAL ACCRUAL</b>	<b>MAXIMUM</b>
31 days – 4 years	3.69 hours	96 hours	192 hours
5+ years	5.53 hours	144 hours	288 hours

2. Sick Time:

<b>BI-WEEKLY ACCRUAL</b>	<b>ANNUAL ACCRUAL</b>	<b>MAXIMUM</b>
3.69 hours	96 hours	96 hours

3. The maximum amount of Vacation hours an Employee can accumulate is 200% of the Employee's annual accrual (the "Cap"). The maximum number of Sick hours an Employee can accumulate is 96 hours annually (the "Cap"). At the point the Cap is reached, accruals will cease until the hours' balance is reduced below the Cap.
4. Vacation and Sick hours accrued by Employees prior to the effective date of this Agreement are vested and count towards the Cap. Any future accrual will be in addition to those hours. During any period in which an Employee is on Leave of Absence, paid or unpaid, and has no scheduled hours, they will not accrue Vacation and Sick hours.
5. Cash-Out and Donations:

If the Hospital institutes a cash-out and/or donation program for vacation hours,

such program will be offered to bargaining unit employees on the same terms as non-bargaining unit employees.

## 2. WINTER RECESS

In any year where the University of Southern California offers Winter Recess Leave to the University staff, the Hospital will award bargaining unit Employees up to twenty-four (24) hours of Winter Recess Leave each year and posted on or about December 15th. Employees may schedule time off with pay for up to one (1) year following such award or may use such award to provide payment for time off due to cancellation/flex-off. Winter recess leave may be combined with Vacation/Sick and Holiday Time off.

### a. Sick Leave Reserve:

In any year where USC Verdugo Hills Hospital offers Sick Leave Reserve (SLR), all benefit eligible employees are eligible for SLR benefits after their first ninety (90) days of employment. SLR hours may accumulate to a maximum of eighty (80) hours.

## **ARTICLE 17 – BENEFITS**

### 1. MEDICAL INSURANCE

Keck Medicine of USC Community PPO will continue to be offered to employees. The Hospital will provide substantially equivalent coverage for the duration of this Agreement.

The Hospital at its sole discretion may add from time to time additional plans. No later than thirty (30) days before the commencement of open enrollment of each year, the Employer will notify the Union of any plan changes and will bargain with the Union upon the Union's request.

Employees enrolled in the PPO plan will pay premium contributions based on their level of coverage, *i.e.*, employee only, employee + 1 adult or child, or employee + 2 or more dependents. The cost of premiums for employees for each level, as currently determined, will not increase more than three percent (3%) per year for the term of the Agreement.

2. DENTAL INSURANCE

Employees will be eligible to enroll in the Keck Medicine of USC Community Dental Plan under the same design, premiums and co-payments provided to non-bargaining unit employees, as they may be modified from time to time.

3. VISION INSURANCE:

Employees will be eligible to enroll in the Keck Medicine of USC Community Vision plan under the same design premiums and co-payments provided to non-bargaining unit employees, as they may be modified from time to time.

4. DISABILITY AND LIFE INSURANCE:

The Hospital will continue to offer Life Insurance and Disability Insurance as currently available to non-bargaining unit employees.

5. RETIREMENT PLAN

The Hospital will maintain the USC 401(k) retirement plan for the duration of the Agreement.

All employees will be credited for years of benefited service in accordance with the plans. Benefited years of service in the plan are calendar years in which the participant worked one thousand (1,000) or more hours. All employees who worked at Verdugo Hills Hospital prior to the University's acquisition of the Hospital will receive credit for their continuous, benefited service based on their most recent date of hire.

## **ARTICLE 18 – HOLIDAYS**

1. PAY FOR HOLIDAYS WORKED

All Employees working the following holidays will be paid one and one-half (1½) times their regular rate of pay:

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

This holiday premium pay is separate from and in addition to Holiday Pay pursuant to this Article.

The Hospital shall continue its practice of providing a Paid Personal Holiday as issued by the University.

2. ELIGIBILITY FOR HOLIDAY PAY

Observance of a holiday commences at 6:30 a.m. the calendar day of the holiday and ends at 7 a.m. the day after the calendar day of the observed holiday. Employees will receive holiday premium pay for all hours worked during the holiday observance period.

3. HOLIDAY PAY

Whether or not full-time employees work on a holiday, they will receive holiday pay equivalent to their straight time hourly wage for their regularly scheduled hours of work. Part-time employees shall receive prorated holiday pay except if the holiday falls on a day that they would normally work. An Employee will receive eight (8) hours of pay for each scheduled holiday, even if it falls on an Employee’s regularly scheduled day off. All full-time staff Employees are eligible. Per Diem Employees are not eligible.

4. HOLIDAY SCHEDULING

- a. Except as provided below, Employees will not be scheduled to work on a designated holiday.
- b. In departments with more than three (3) Employees, the Hospital will schedule bargaining unit Employees within a department/unit and shift to work on the following designated holidays according to an ABC rotational system, as follows:

	2025	2026	2027	2028
“A” Rotation	Martin Luther King Memorial Day Thanksgiving Day	New Year’s Day Presidents Day Labor Day	July 4th Day after Thanksgiving Christmas Day	Martin Luther King Memorial Day Thanksgiving Day
“B” Rotation	July 4th Day after Thanksgiving Christmas Day	Memorial Day Thanksgiving Day Martin Luther King	New Year’s Day Presidents Day Thanksgiving Day	July 4th Day after Thanksgiving Christmas Day

	2025	2026	2027	2028
“C” Rotation	New Year’s Day Presidents Day Labor Day	July 4th Day after Thanksgiving Christmas Day	Martin Luther King Memorial Day Thanksgiving Day	New Year’s Day Presidents Day Labor Day

High Demand Shifts (HDS)

Departments/units with more than three (3) Employees, may also adopt High Demand Shift (“HDS”) rotations (“1,” “2,” or “3”) to address the following holidays/events for the 2025, 2026, 2027, and 2028 HDS rotations will be as follows:

	2025	2026	2027	2028
“A” Rotation	Super Bowl Sunday Easter	Mother’s Day Christmas Eve	Father’s Day New Year’s Eve	Super Bowl Sunday Easter
“B” Rotation	Father’s Day New Year’s Eve	Super Bowl Sunday Easter	Mother’s Day Christmas Eve	Father’s Day New Year’s Eve
“C” Rotation	Mother’s Day Christmas Eve	Father’s Day New Year’s Eve	Super Bowl Sunday Easter	Mother’s Day Christmas Eve

- c. For departments that adopt a Holiday and/or a High Demand Shift rotation schedule, Employees may initially bid for the applicable rotation into which they wish to be placed and such bids will be awarded by seniority. Once an Employee has been placed into a rotation, they will remain in that rotation unless or until they change positions and/or shifts, or the rotation needs to be rebalanced. Each of the three (3) rotations will contain a balanced number of Employees but should any rotation be rebalanced, the Hospital will resolve the issue by assigning employees to a rotation with employees exercising their preference by seniority.
- d. The Hospital will assign new Employees to the applicable rotation schedule of the former Employee, or if a new position, the Hospital will assign such Employee into one (1) of the three (3) holiday rotations to ensure balance.

- e. In the event there are more Employees scheduled to work in a holiday rotation than are necessary to staff the unit on a designated holiday, such Employees may request to be scheduled off. Requests to be scheduled off shall be awarded on the basis of seniority, whichever is applicable, subject to operational needs.

Scheduled holiday shifts may be traded pursuant to 0.6.e.

5. OBSERVANCE OF HOLIDAYS

If a holiday is observed during an Employee's vacation, that day will not be charged to accrued vacation. An Employee will not be paid for a holiday falling during an unpaid leave of absence (*e.g.*, Family Care and Medical Leave, Medical Leave [including staff employees paid by Disability or Workers' Compensation], Pregnancy Leave, Military Leave, Personal Leave).

6. ADDITIONAL FEDERAL HOLIDAYS

If the University of Southern California recognizes any other additional federal holidays, the Employer shall also recognize said holiday for purposes of this Article.

## **ARTICLE 19 – HEALTH AND SAFETY**

1. GENERAL

- a. 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. In the event that safety laws and regulations differ from the language of this Article, the higher standard between the law and contract shall apply.
  - 1. Reporting of Health and Safety Hazards. It is the duty of all Employees and Management to comply with health and safety regulations, and if any safety or health hazard is detected by an Employee, the Employee shall promptly report it to the Hospital and the Hospital shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Hospital of any potential health and safety hazards, violations, or problems of which it is aware and the Hospital shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any Employee for reporting, in good faith, health and safety concerns to the Hospital, to the Union, or to federal or state authorities.
  - 2. Timely Resolution of Health and Safety Concerns. Given the time sensitivity to these types of concerns, the Hospital and the Union agree to promptly meet to resolve any concerns related to any of the subjects in this Article.
- b. Employees with a credible concern about unsafe working conditions and/or a risk of immediate personal injury or harm must report the concern to their immediate supervisor or designee. The Hospital will assess the situation and make a reasonable

decision for next steps based on operational needs and regulatory standards. Nothing in this article shall prohibit the Employees from exercising their rights under Cal-OSHA Code 6311.

1. In-Service. The Hospital shall provide regular in-service or other training and information concerning health and safety to the Employee.
  2. Personal Protective Equipment. Personal protective equipment, as appropriate, will be provided to all Employees who will utilize such equipment in accordance with the Hospital-wide exposure control plan. The Hospital shall establish protocols and provide appropriate personal protective equipment (PPE) based on the type and nature of the disease. The Hospital shall take commercially reasonable efforts to secure appropriate reserves of PPE to be prepared for an emergency in accordance with applicable law.
- c. The Hospital shall maintain a stockpile of new, medical grade, unused PPE in the amount equal to three (3) months of normal consumption, including: N95 respirators, powered air purifying respirators (PAPRS), surgical masks, isolation gowns, eye protections, and shoe coverings.
  - d. Any Employee assigned to a patient suspected of having an 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.
  - e. Employees will adhere to all universal precautions and infection prevention protocols.

## 2. COMMUNICABLE DISEASES

- a. The Hospital will work to eliminate or minimize Employee exposure to communicable diseases. The Employees shall work collaboratively with management to achieve this goal.
- b. During a declaration of emergency related to an infectious disease, the Hospital shall ensure that all patients and visitors are appropriately screened for infectious disease and shall limit or eliminate, as appropriate, in-person meetings unless necessary for the safety of patients and staff.
- c. The Hospital shall provide appropriate and relevant information and training to Employees on communicable diseases to which they may have routine workplace exposure. The Hospital shall make appropriate vaccinations, testing and medical surveillance recommended by a consensus of the state health department, the local health officer and other applicable government agencies available to Employees who are at risk of exposure to infectious agents on the job.
- d. Hepatitis B vaccine shall be made available free of charge and at an Employee's request.

- e. 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.
- f. The Hospital will comply with all laws regarding needlestick injuries.
- g. In an event of known or suspected workplace exposure, the Hospital will proactively work with Employee Health and Infection Prevention to ensure applicable steps are taken, including surveillance, isolation, quarantine, and contract tracing as appropriate based on the circumstances.

3. WORKPLACE VIOLENCE

The Hospital will maintain a comprehensive workplace violence prevention program. The parties acknowledge that no Employee should have to endure any act of violence from any other person, and that should an Employee engage in such conduct it would be cause for discipline in accordance with 0 (Discipline) and all applicable Hospital policies.

4. COUNSELING

The Hospital will make available to bargaining unit employees the same workplace assistance programs and resources available to non-bargaining unit employees under the same terms and conditions.

5. PHYSICAL EXAMINATIONS

All mandatory physical examinations are required to be maintained for all active Employees in connection with their employment, according to the practice of the Hospital, shall be given without charge, provided such examination is conducted by a Hospital-designated physician, nurse practitioner, or designated registered nurse, or licensed vocational nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Hospital, Title XXII, or the Department of Health Services. All time spent by an Employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the Employee's normal working hours or nonworking hours. Employees may be permitted to complete these requirements during their unscheduled time with prior approval from their manager. In such instances, Employees will be required to clock in and out. Time spent in a pre-employment physical examination and/or testing will not be compensable.

6. SECURITY

- a. The Hospital will provide reasonable security at all times in and around the Hospital's premises. After dark and subject to the operational needs of the Hospital, a security escort to the Employee parking area(s) will be made available at the request of an Employee.

- b. The Hospital will maintain its commitment to ensuring security personnel are consistently assigned to the Emergency Department, and posting security personnel in the Emergency Department will remain a priority.
- c. Should events or conditions cause an employee to believe their health, safety and/or security might be at risk, they must alert the patient's nurse, if applicable, and/or the Unit Supervisor of the potential risk provided doing so will not put the reporting employee or others in danger.
- d. The Hospital will meet with Employees to discuss concerns related to security, if requested to do so.

7. INJURY PREVENTION

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

8. NOVEL EPIDEMIOLOGICAL DISEASES

- a. In the event of a future novel epidemiological disease, including its variants, which raises to the level of a national epidemic, pandemic or declares public health emergency covering Los Angeles, the Parties recognize that it is in the mutual interest to ensure consistent communication to ensure safe patient care staffing,
- b. At either party's written request, the Hospital and the Union may schedule time to meet on an as-needed basis to discuss.
- c. The Hospital shall comply with all applicable Federal and California laws and regulations mandating additional paid time off benefits regarding a novel and variant epidemiological disease as described above. This additional paid time off benefit shall be made available to Employees whether or not they have exhausted their already-accrued PTO/vacation/sick.
- d. Employees may access their sick banks, including PTO Legacy, if available, immediately upon being placed under quarantine or investigation by a primary physician or by the Employee Health Office in the case of exposure to a novel epidemiological disease as described above.

**ARTICLE 20 – TUITION REIMBURSEMENT AND EDUCATION  
BENEFITS/TRAINING FOR LICENSED STAFF**

1. TUITION REIMBURSEMENT

Employees will be eligible to participate in the Hospital's tuition reimbursement program to same extent as other Hospital employees, as set forth in the Tuition Reimbursement Policy.

2. TUITION ASSISTANCE

Employees will be eligible to participate in the USC Tuition Assistance Benefit Program to the extent provided in the program. Eligibility shall be as set forth in the program documents. It is understood that such programs may be cancelled or modified on a University-wide basis at any time during the term of this Agreement.

3. EDUCATION /TRAINING FOR LICENSED STAFF

- a. To provide an enriched educational environment after one (1) year of employment with the Hospital, Regular Full Time and Part Time licensed employees will be eligible to request paid education time in each calendar year.
- b. The Hospital will pay eligible employees at their base rate of pay for hours spent attending approved classes required to fulfill their Continuing Education Unit (CEU) Requirements, up to twelve (12) hours per year for Full-Time Employees; up to six (6) hours per year for Part-Time Employees; and up to four (4) hours per year for Per Diem employees who have worked at least seven hundred (700) hours in the previous twelve (12) months.
- c. Employees must submit their written application(s) for Education Leave no fewer than thirty (30) days prior to the requested start date for the education program.
- d. Paid time for Education Leave may be scheduled by the manager in a manner that reduces the potential for overtime or premium pay for either the Employee on education time or the Employee providing coverage.
- e. Unused education hours shall neither roll over to the following year nor shall they be paid out when the Employee separates from their employment with the Hospital.

**ARTICLE 21 – LEAVES OF ABSENCE**

1. UNPAID LEAVES OF ABSENCE

Employees will be eligible for the following unpaid leaves as provided by law and by University policy including but not limited to, California Military Spouse Leave, Pregnancy Related Medical Leave, Judicial Proceedings Leave, Medical Leave of Absence, Military Leave, Personal Leave, Domestic Violence and Sexual Assault Leave. The Hospital may require Employees to utilize their time off banks, as permitted by state and federal law.

2. UNION LEAVE

- a. A union leave is time off granted to Employees required to engage in union-related activities and responsibilities.

- b. Notwithstanding the above, Employees who have been employed at the Hospital for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed six (6) months. Employees may not use Personal Leave to extend the period of the Union leave. No more than one (1) Employee may take such a leave at any given time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.
  1. Health Insurance. Benefits for employees on Union Leave may be continued to the extent permitted under COBRA.
  2. Unpaid. Union leaves of absence are unpaid. Use of paid time off is not allowed.
  3. Accrual of Benefits. A Union leave of absence will not affect previously accumulated benefits. However, Employees taking this type of leave will not accrue benefits while on unpaid leave.
  4. Return to Work. When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before their absence. If conditions at the Hospital have changed in such a way that reinstating the Employee in the same manner is no longer feasible, then the Employer will reinstate the Employee to as nearly comparable position and shift as reasonable under the circumstances. If an Employee wishes to return from leave early they must give the Hospital at least four (4) weeks' notice prior to reinstatement.

### 3. PERSONAL LEAVE OF ABSENCE

- a. An Employee may request a Personal Leave of Absence. A Personal Leave of Absence may be granted for up to thirty (30) days in a one-year period, subject to operational needs; however, such leave may not be used to extend Union leave, nor vacation/or any other paid time off. The leave may be extended beyond the initial thirty (30) days at the discretion of Human Resources.
  1. Benefit Accrual. A benefit-eligible Employee on a Personal Leave of Absence will continue benefits in accordance with the benefit plans. A benefit-eligible Employee on a Personal Leave of Absence will not continue to accrue vacation, sick time, or other paid time off, but must use vacation, winter recess, or legacy PTO until those accounts have been exhausted.
  2. Continuation of Health Benefits. Benefits may be continued subject to the terms, conditions and limitations of the applicable benefits plans and according to state and federal law.
  3. Requests in Writing. A request for a Personal Leave of Absence must be submitted in writing and must be approved in writing by the Employee's Department Director and Employer Hospital Human Resources Department before the leave begins.

4. RETURN TO WORK FROM A LEAVE

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

5. MEDICAL LEAVE

- a. Employees shall be granted a medical leave of absence when an Employee is unable to work because of disability, injury or illness. The Employer will grant such leave according to state and federal law and this Agreement. Employees on a medical leave of absence will comply with the responsibilities identified in the University's Unpaid Accommodated Medical Leave policy.
- b. Additionally, Employees shall be granted leaves of absence for physical or mental disabilities, where the necessity for such absence has been certified by the Employees' attending physician; such leaves shall be subject to the Return from Leave provisions of Section 4 above.
- c. Leave under Family and Medical Leave Act and/or the California Family Rights Act (FMLA/CFRA) will run concurrently with an unpaid medical leave provided the Employee meets the eligibility requirements of the FMLA/CFRA.

6. CONTINUATION OF HEALTH BENEFITS

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

7. LENGTH OF LEAVES

- a. Leaves (whether paid, unpaid, or a combination of paid and unpaid) shall not exceed one year unless:
  1. otherwise required by law;
  2. otherwise provided in this Article;
  3. except in the case of Workers' Compensation leaves which will be handled on a case-by-case basis, but in no event shall be less than required by law and no less than that provided for other Medical leaves; and

4. except in the case of pregnancy disability leave

8. USE OF PAID TIME OFF DURING LEAVES

Employees will use any available paid time off benefits (sick time, vacation, winter recess, legacy PTO and Sick Leave Reserve), in accordance with the paid time off policies, in connection with leaves of absence granted pursuant to this Article. Paid time will be integrated with Workers' Compensation or State Disability as appropriate.

9. MODIFIED DUTY PROGRAMS

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

10. BEREAVEMENT LEAVE

- a. In the event of a death in the immediate family, a Full-Time and Part-Time Employee will be allowed five (5) scheduled shifts off up to a maximum of twenty-four (24) paid hours, immediately following the death, to arrange or attend the funeral. Bereavement Leave should be taken within the thirty (30) day period following the death. In the event of extenuating circumstance, bereavement leave may be taken at a later date. Cases will be decided on a case-by-case basis by Human Resource Director or their designee.
  1. Immediate Family. "Immediate family" is defined as: spouses, parents, children, siblings, grandparents, grandchildren, current: siblings-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters, stepchildren, step grandchildren, domestic partner, legal wards, and individuals who are not legally related but who reside with the employee.
  2. Additional Bereavement Leave. Employees may request vacation, winter recess, or legacy PTO to extend their bereavement leave. Such requests will not be unreasonably denied, subject to operational needs.

11. JURY DUTY LEAVE

- a. Eligibility. Regular Full-Time Employees and Part-Time Employees called to jury duty after completing ninety (90) days of employment may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a regular full time Employee cannot be excused or cannot rearrange their working schedule to avoid a conflict, the Employee will be paid their base daily rate for each full working day missed because of jury duty for a maximum of eighty (80)

hours pay within a thirty-six (36) month period, except where otherwise required by law. A Part-Time Employee may receive up to a maximum of forty (40) hours pay within a thirty-six (36) month period, except as otherwise required by law. Any additional time served on jury duty by the Employee during this period shall be without pay.

b. Jury Duty Attendance and Work Requirement

1. Evidence of jury duty attendance must be presented to the Hospital. If an Employee is unable to provide proof of service, the days not worked will be charged to available vacation accruals or charged as time off without pay. Failure to provide proof of service may be cause for disciplinary action in accordance with staff employment policies.
2. An Employee required to report for jury duty will be excused from work on the day(s) the Employee is required to report to the court for jury duty. However, if excused from Jury Duty two (2) hours or more prior to the start of an Employee's regular shift, the Employee will contact the staffing office, house supervisor or department director to determine if the Employee is needed, and if needed the Employee will come to work for that shift. Night shift Employees will be excused the shift before and the shift after they are required to report to court for jury duty.

c. Return to Work. It is the Employee's responsibility to daily notify their manager of their jury duty status (e.g., awaiting assignment or assigned). It is likewise the Employee's responsibility to report to work at the end of an approved jury duty leave. Failure to do so may result in disciplinary action up to and including termination of employment.

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

12. WITNESS LEAVE

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

13. PAY AND BENEFITS

Unless otherwise required by law or otherwise required by this Agreement, leaves of absence under this Article and Agreement shall be unpaid. Employees on leaves of absence other than Union leaves of absence shall be eligible to continue to participate in

the Employer's Hospital's insurance and benefits plans in accordance with the terms and conditions of those plans.

14. REDUCTION IN FORCE

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

15. TERMINATION DURING LEAVE OF ABSENCE

- a. Unless otherwise required by law, an Employee may be subject to termination during a leave of absence for reasons including but not limited to the following:
  1. Failure to keep the Employer informed of changes in the basis for the leave.
  2. Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.

16. PHYSICAL EXAMINATIONS

The Employer reserves the right to require any Employee on any medical leave to be examined at the Hospital's expense by a Hospital selected physician prior to their return to work.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

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

- 1) to manage, direct and maintain the efficiency of its business and personnel;
- 2) to manage and control its departments, buildings, facilities, equipment and operations;
- 3) to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- 4) to subcontract or discontinue work for business, economic, medical or operational reasons;
- 5) to utilize personnel from registries or other temporary help agencies;
- 6) to direct the work force;
- 7) to increase or decrease the work force;
- 8) to determine staffing patterns and levels and the number of employees needed;
- 9) to lay off employees;

- 10) to hire, transfer and promote employees;
- 11) to demote, suspend, discipline and discharge employees;
- 12) to maintain the discipline and efficiency of its employees;
- 13) to establish work standards and schedules of operations;
- 14) to specify or assign work requirements and overtime;
- 15) to assign work and decide which employees are qualified to perform such work;
- 16) to determine working hours, shift assignments, and days off;
- 17) to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
- 18) to determine the type and scope of work to be performed and for the services to be provided to patients;
- 19) to determine whether work will be assigned to bargaining unit employees or other employees;
- 20) to determine the methods, processes, means and places of providing service to patients;
- 21) to determine the quality of patient services;
- 22) to acquire and dispose of equipment and facilities;
- 23) to determine the places where work will be performed;
- 24) to hire temporary employees for designated periods of time;
- 25) to pay wages and benefits in excess of those required by this Agreement;
- 26) to effect technological changes in its equipment and operations; and
- 27) to sell, close, or dispose of all or part of the Hospital's facilities and/or assets. 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 23 – SUBCONTRACTING**

Except to the extent permitted elsewhere in this Agreement, the Employer will not subcontract work historically performed by bargaining unit employees without first bargaining with the Union. For purposes of this Article, subcontracting is defined as the permanent assignment or outsourcing of bargaining unit work to an employer other than the Hospital.

### **ARTICLE 24 – NOTICES TO THE PARTIES**

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

Executive Administrator Systemwide Employee,  
 Labor Relations,  
 HR Policy and Compliance  
 1500 San Pablo Street,  
 Los Angeles, CA 90033

And

Associate Administrator, Human Resources  
USC Verdugo Hills Hospital  
1812 Verdugo Blvd.,  
Glendale, CA 91208

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

President  
Southern California Office  
225 West Broadway, Suite 400  
Glendale, CA 91204

And

National Union of Healthcare Workers  
Northern California Office  
1250 45th Street, Suite 200  
Emeryville, CA 94608

## **ARTICLE 25 – SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect, and the Employer and the Union shall enter negotiations (meeting and conferring) for the limited purpose of amending the provision found to be unenforceable. Such negotiations shall not apply to any other provision of this Agreement, or to any subject other than the subject of the provision found to be unenforceable. The Parties shall attempt to preserve standards or intention where possible.

## **ARTICLE 26 – ENTIRE AGREEMENT**

The parties agree that this Agreement is intended to constitute the entire contract between them governing wages, hours, and conditions of employment of bargaining unit Employees covered during the term hereof and settles all demands and issues on all matters subject to collective bargaining. Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feels need to be discussed. It is agreed, therefore, that either party may raise such issues and the other agrees to meet and confer with respect to such issue(s) in an attempt to try to reach a mutual resolution of such issue; however, arbitration is not a remedy in the event the parties are unable to reach agreement.

## **ARTICLE 27 – VACATION SCHEDULING**

### **1. ANNUAL VACATION SCHEDULING**

- a. For those departments/units opting to engage in an annual vacation scheduling process, employees wishing to schedule vacation for the following April through March shall submit their preferences during the month of January of each year. Prior to April 1, the Hospital shall advise all Employees who submitted requests as to when their vacation is scheduled and shall post the full twelve (12) month vacation schedule in a location in each department accessible to all Employees. Opting into the annual vacation scheduling process described herein shall be determined by a vote of the employees in the department/unit.
- b. Annual Vacation Requests: Vacation requests will be granted, subject to patient care and operational necessity, at times most desired by Employees, subject to seniority as described in this paragraph below. Where two (2) or more Employees submit an annual vacation request for the same date(s) for vacation, vacation will be awarded to the Employee with the greatest seniority. To ensure equity and fairness, employees are prohibited from requesting vacation that would include the same holiday(s) two (2) years in a row. For example, an employee who requests a vacation in one year that would include December 20 – January 1 may not for the second, consecutive year submit a vacation request that includes either December 25 or January 1.
- c. In accordance with 0.2 below, Employees shall be permitted to submit a request for a consecutive vacation period up to their full annual accrual and/or multiple shorter vacation periods. For those Employees choosing to split their vacation into two (2) or more increments, seniority will apply only to the first (1st) choice of vacation in each year. The Employee awarded the vacation will then go to the bottom of the list and will be considered for their second choice after a full rotation by seniority, then to the bottom of the list again for a third choice, etc. Employees who submit annual vacation requests shall indicate which requested vacation period is their first (1st) choice, which is their second (2nd) choice, and which is their third (3rd) choice.

## 2. NON-ANNUAL/OTHER VACATION REQUESTS

- a. Requests for non-annual/other vacations must be made no fewer than two (2) weeks prior to the posting of the affected schedule, but, in most cases, no more than six (6) months in advance of such posting. Vacation requests shall be granted on a first-come-first-served basis, subject to operational need.
- b. Vacation requests exceeding two (2) weeks in length or made up to six (6) months before the relevant posting of the affected schedule will not be unreasonably denied.
- c. The Hospital will notify an Employee via the timekeeping system or in writing of approval or denial of vacation requests as soon as possible, but no later than three (3) weeks after receipt of said request.
- d. Employees granted vacation time must have and use accrued Vacation hours. An Employee who, at least two (2) weeks prior to the commencement of their vacation, does not have and, by their vacation start date, is not reasonably expected to accrue sufficient vacation hours to cover their entire vacation request, shall have any

previously approved vacation adjusted to the amount of time off reasonably expected to be available at the start of their vacation. An employee who, at least two (2) weeks prior to the commencement of a scheduled vacation, had or was reasonably expected to have accrued sufficient vacation hours to cover the scheduled vacation by the start date, but whose vacation was diminished due to involuntary flexing off, cancellations, or bona fide leaves, Employees will be granted non-paid time off, not to exceed two (2) weeks, subject to patient care and operational necessity.

- e. Provided the Employee has sufficient vacation time accrued, vacation requests granted by the Hospital may only be modified upon mutual agreement between the Hospital and the Employee.
- f. When requesting vacations, Employee may request less than five (5) workdays at a time or that the vacation start on any day of the week.

## **ARTICLE 28 – BARGAINING UNIT WORK**

### **1. SUPERVISORS**

The Hospital and the Union agree that the term “supervisory employee” or “supervisor” as used in this Agreement is as defined in the National Labor Relations Act. The Hospital will not establish jobs or job titles for the purpose of excluding work or employees from the bargaining unit. Bargaining unit Employees will not perform the work of supervisors or assume supervisory responsibilities or authority. Supervisors will not perform duties normally performed by bargaining unit Employees except for: 1) emergencies, declared by state, local or federal authority and directly affecting Hospital Employees and/or the operation of the Hospital, or internal emergencies that are beyond the control of the Hospital; and 2) training situations where the performance of bargaining unit work may be required but is limited and minimal, or where necessary to maintain competencies or in an emergency and/or a situation where the delivery of health care services of important operations could be compromised and it would be necessary for a supervisor to assist until an appropriate bargaining unit Employee is available. This does not apply to working supervisory employees who currently perform bargaining unit work to meet operational needs.

### **2. SPECIAL PROGRAMS**

The Hospital agrees that programs such as JTPA, Developmentally Disabled Programs, volunteers, students, student interns or other student programs and summer youth programs shall not be utilized to displace bargaining unit employees, or to fill positions previously occupied by bargaining unit Employees, nor shall they be used to reduce or limit hours of work for bargaining unit Employees. Upon request by the Union, information about any of the programs mentioned above shall be furnished at any time.

## **ARTICLE 29 – UNIFORMS**

- 1. Employees shall wear their uniform when performing work. Employees may wear their

uniform during their commute to and from work.

- a. "Uniform" is defined as wearing apparel and accessories of distinctive design or color.
  - b. Clothing which is a general ordinary type of street clothing, or which is standard in the industry and can be worn from one job to the next is not considered a uniform.
2. Where uniforms are required, one uniform for each day the Employee is regularly scheduled to work or a sufficient uniform allowance/voucher equivalent to the number of days the Employee is regularly scheduled to work per week will be provided.
    - a. The Hospital will provide employee(s) with access to the Hospital's selected uniform vendors.
    - b. The Hospital will provide an employee additional uniforms as appropriate if an employee changes their employment status.
  3. The Hospital will maintain those uniforms necessary to ensure a sterile patient care environment.
    - a. Employees provided uniforms required to ensure a sterile patient care environment must leave their uniforms at the Hospital at the end of their shift.
    - b. Employees are expected to take reasonable care of their uniforms.
    - c. Employees may exchange uniforms based on normal wear and tear or damage caused in the normal course of the employee's work. Employees who damage, destroy, lose, or otherwise need to replace their uniforms outside of the normal wear and tear replacement schedule must do so at their own expense.

### **ARTICLE 30 – MEALS & REST PERIODS**

1. The Hospital will comply with all applicable state and federal laws pertaining to meal and rest periods, meal period waivers, missed meal period penalties, and "on duty" meal period agreements.
2. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
3. An Employee will notify their supervisor of their current work demand in advance of their inability to leave the workstation for a timely meal period. Department schedules are prepared so as to allow Employees to take meal and break rest periods.
4. Employees are required to take all meal period and rest periods as scheduled and may not miss a meal or rest period without the express authorization of his or her supervisor, unless patient safety requirements prevent the obtaining of prior authorization, in which

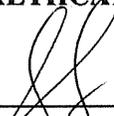
case the supervisor must be notified as soon as the patient safety issue has been resolved. Employees whose rest and/or meal periods are not scheduled by the Employer are authorized, permitted and expected to take them in accordance with this Article. It is an Employee's responsibility to (a) timely provide both the soonest possible notice as described above and the explanation called for in this section and (b) claim the premium payment described in the next provision.

5. Anytime an Employee's right to a meal or rest period is interfered with or the Employee believes they were not provided a meal or rest period due to Employer operations, they must provide an explanation as to why the meal or rest period was missed. An Employee shall be provided a premium payment equal to one (1) hour of their base rate of pay for any day which their right under the applicable Industrial Welfare Commission Wage Order to the appropriate meal or rest period(s) are interfered with. The Employer shall promptly pay any premium payment due under this Article. In the event an Employee does not receive a penalty payment or otherwise has a dispute related to this Article, such dispute shall be resolved exclusively through the grievance and arbitration procedure.

**ARTICLE 31 – TERM**

Except as otherwise provided in this Agreement, this Agreement shall become effective upon ratification and shall continue in full force and effect until June 17, 2028. This Agreement shall be automatically renewed and extended from year to year without addition, change or amendment, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the term of its desire to terminate, change, amend or add to this Agreement.

**NATIONAL UNION OF  
HEALTHCARE WORKERS**

  
\_\_\_\_\_  
Sophia Mendoza  
President

Date: 3/13/26

**USC VERDUGO HILLS HOSPITAL**

  
\_\_\_\_\_  
Dr. Armand Dorian, MD, MMM, FACEP,  
FACHE  
Chief Executive Officer

Date: 2/5/26

  
\_\_\_\_\_  
Ralph Comejo  
Director  
Hospital Division in Northern California

Date: 2/5/26

## **NUHW BARGAINING COMMITTEE**

Anasheh Keshishzadeh

Daniel Canizales

David Klausmeier

Graciela Garcia-Hurtado

Houry Azadian

Jason Rafanan

Jesus (Jesse) Garcia

Maria Lourdes (Didi) Sabino

Noemi Galvan

Omar Cobarruvias

Tony Ramirez

Valerina Shahmirzayans

Walter Duran

William Collins

Yolanda Hurtado-Garcia

## APPENDIX A – WAGE TABLES (2025-2027)

Job Title	YEAR 1																
	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	25
Admitting Coordinator	\$27.32	\$27.73	\$28.15	\$28.57	\$29.00	\$29.43	\$29.87	\$30.32	\$30.78	\$31.24	\$31.71	\$32.18	\$32.66	\$33.32	\$33.98	\$34.66	\$35.36
Care Partner	\$22.06	\$22.39	\$22.73	\$23.07	\$23.41	\$23.76	\$24.12	\$24.48	\$24.85	\$25.22	\$25.60	\$25.99	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69
Imaging Coordinator	\$50.66	\$51.42	\$52.19	\$52.97	\$53.77	\$54.58	\$55.39	\$56.22	\$57.07	\$57.92	\$58.79	\$59.67	\$60.57	\$62.39	\$64.26	\$66.19	\$68.17
Lab Collection Coordinator	\$25.48	\$25.85	\$26.25	\$26.64	\$27.04	\$27.45	\$27.86	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.46	\$31.07	\$31.70	\$32.33	\$32.98
LVN/LPN	\$30.78	\$31.24	\$31.71	\$32.19	\$32.67	\$33.16	\$33.66	\$34.16	\$34.67	\$35.19	\$35.72	\$36.26	\$36.80	\$37.54	\$38.29	\$39.05	\$39.83
Office Coordinator	\$25.74	\$26.13	\$26.52	\$26.92	\$27.32	\$27.73	\$28.15	\$28.57	\$29.00	\$29.43	\$29.87	\$30.32	\$30.78	\$31.59	\$32.02	\$32.66	\$33.31
OR Scheduler	\$26.00	\$26.39	\$26.79	\$27.19	\$27.60	\$28.01	\$28.43	\$28.88	\$29.29	\$29.73	\$30.17	\$30.63	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
Orderly - Nursing	\$22.06	\$22.39	\$22.73	\$23.07	\$23.41	\$23.76	\$24.12	\$24.48	\$24.85	\$25.22	\$25.60	\$25.99	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69
Patient Experience Liaison	\$27.59	\$28.00	\$28.42	\$28.85	\$29.28	\$29.72	\$30.17	\$30.62	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.65	\$34.32	\$35.01	\$35.71
Patient Financial Service Representative	\$26.00	\$26.39	\$26.79	\$27.19	\$27.60	\$28.01	\$28.43	\$28.88	\$29.29	\$29.73	\$30.17	\$30.63	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
Phlebotomist II	\$24.36	\$24.73	\$25.10	\$25.47	\$25.85	\$26.24	\$26.64	\$27.04	\$27.44	\$27.85	\$28.27	\$28.69	\$29.13	\$30.00	\$30.90	\$31.83	\$32.78
Physical Therapy Aide I	\$23.54	\$23.89	\$24.25	\$24.62	\$24.98	\$25.36	\$25.74	\$26.13	\$26.52	\$26.92	\$27.32	\$27.73	\$28.14	\$28.71	\$29.28	\$29.87	\$30.46
Respiratory Care Practitioner I	\$41.92	\$42.55	\$43.19	\$43.83	\$44.49	\$45.16	\$45.84	\$46.52	\$47.22	\$47.93	\$48.65	\$49.38	\$50.12	\$51.62	\$53.17	\$54.77	\$56.41
Respiratory Care Practitioner I (Grandfathered)	\$41.92	\$42.55	\$43.19	\$43.83	\$44.49	\$45.16	\$45.84	\$46.52	\$47.22	\$47.93	\$48.65	\$49.38	\$50.12	\$51.62	\$53.17	\$54.77	\$56.41
Scheduler	\$23.30	\$23.65	\$24.00	\$24.36	\$24.73	\$25.10	\$25.48	\$25.86	\$26.25	\$26.64	\$27.04	\$27.45	\$27.86	\$28.42	\$28.98	\$29.56	\$30.15
Technician - CSPD	\$26.53	\$26.93	\$27.33	\$27.74	\$28.16	\$28.58	\$29.01	\$29.44	\$29.89	\$30.33	\$30.79	\$31.25	\$31.72	\$32.35	\$33.00	\$33.66	\$34.33
Technician - CSPD (Non-Certified)	\$24.02	\$24.38	\$24.75	\$25.12	\$25.49	\$25.88	\$26.26	\$26.66	\$27.06	\$27.46	\$27.88	\$28.29	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09
Technician - Cytotechnology	\$47.72	\$48.41	\$49.16	\$49.90	\$50.65	\$51.41	\$52.18	\$52.96	\$53.76	\$54.56	\$55.38	\$56.21	\$57.05	\$58.20	\$59.36	\$60.55	\$61.76
Technician - EEG	\$33.34	\$33.84	\$34.35	\$34.86	\$35.39	\$35.92	\$36.46	\$37.00	\$37.56	\$38.12	\$38.69	\$39.27	\$39.86	\$40.66	\$41.47	\$42.30	\$43.15
Technician - Emergency Room	\$22.39	\$22.73	\$23.07	\$23.41	\$23.76	\$24.12	\$24.48	\$24.85	\$25.22	\$25.60	\$25.99	\$26.37	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13
Technician - GI	\$28.71	\$29.14	\$29.58	\$30.02	\$30.47	\$30.93	\$31.39	\$31.86	\$32.34	\$32.83	\$33.32	\$33.82	\$34.33	\$35.01	\$35.71	\$36.43	\$37.16
Technician - Grossing	\$37.21	\$37.77	\$38.33	\$38.91	\$39.49	\$40.09	\$40.69	\$41.30	\$41.92	\$42.55	\$43.18	\$43.83	\$44.49	\$45.38	\$46.29	\$47.21	\$48.16
Technician - Histology	\$37.21	\$37.77	\$38.33	\$38.91	\$39.49	\$40.09	\$40.69	\$41.30	\$41.92	\$42.55	\$43.18	\$43.83	\$44.49	\$45.38	\$46.29	\$47.21	\$48.16
Technician - Histology, Senior	\$39.10	\$39.69	\$40.28	\$40.89	\$41.50	\$42.12	\$42.75	\$43.39	\$44.05	\$44.71	\$45.38	\$46.06	\$46.75	\$47.69	\$48.64	\$49.61	\$50.60
Technician - Med Lab (MLT)	\$30.78	\$31.24	\$31.71	\$32.19	\$32.67	\$33.16	\$33.66	\$34.16	\$34.67	\$35.19	\$35.72	\$36.26	\$36.80	\$37.54	\$38.29	\$39.05	\$39.83
Technician - Med Lab (MLT), Senior	\$32.35	\$32.84	\$33.33	\$33.83	\$34.34	\$34.85	\$35.37	\$35.90	\$36.44	\$36.99	\$37.54	\$38.11	\$38.68	\$39.45	\$40.24	\$41.05	\$41.87
Technician - Pharmacy	\$26.79	\$27.19	\$27.60	\$28.01	\$28.43	\$28.86	\$29.29	\$29.73	\$30.18	\$30.63	\$31.09	\$31.56	\$32.03	\$32.67	\$33.32	\$33.99	\$34.67
Technician - Surgical	\$33.34	\$33.84	\$34.35	\$34.86	\$35.39	\$35.92	\$36.46	\$37.00	\$37.56	\$38.12	\$38.69	\$39.27	\$39.86	\$40.66	\$41.47	\$42.30	\$43.15
Technician - Ultrasound	\$47.24	\$47.95	\$48.67	\$49.40	\$50.14	\$50.89	\$51.65	\$52.43	\$53.22	\$54.01	\$54.82	\$55.65	\$56.48	\$58.18	\$59.92	\$61.72	\$63.57
Technician II - EKG	\$26.00	\$26.39	\$26.79	\$27.19	\$27.60	\$28.01	\$28.43	\$28.86	\$29.29	\$29.73	\$30.17	\$30.63	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65
Technician II - Pharmacy	\$29.58	\$30.02	\$30.47	\$30.93	\$31.40	\$31.87	\$32.34	\$32.83	\$33.32	\$33.82	\$34.33	\$34.84	\$35.37	\$36.07	\$36.80	\$37.53	\$38.28
Technologist - CT	\$47.72	\$48.44	\$49.16	\$49.90	\$50.65	\$51.41	\$52.18	\$52.96	\$53.76	\$54.56	\$55.38	\$56.21	\$57.05	\$58.20	\$59.36	\$60.55	\$61.76
Technologist - Mammography	\$47.72	\$48.44	\$49.16	\$49.90	\$50.65	\$51.41	\$52.18	\$52.96	\$53.76	\$54.56	\$55.38	\$56.21	\$57.05	\$58.20	\$59.36	\$60.55	\$61.76
Technologist - MRI	\$53.48	\$54.28	\$55.10	\$55.92	\$56.76	\$57.61	\$58.48	\$59.35	\$60.24	\$61.15	\$62.07	\$63.00	\$63.94	\$65.22	\$66.52	\$67.86	\$69.21
Technologist - Nuclear Medicine	\$58.51	\$59.38	\$60.22	\$61.09	\$61.98	\$62.88	\$63.79	\$64.72	\$65.66	\$66.61	\$67.58	\$68.57	\$69.58	\$70.92	\$72.29	\$73.70	\$75.13
Technologist - Radiology	\$42.74	\$43.38	\$44.03	\$44.69	\$45.36	\$46.04	\$46.73	\$47.43	\$48.15	\$48.87	\$49.60	\$50.35	\$51.10	\$52.63	\$54.21	\$55.84	\$57.51
Technologist - Reg Spec Diagnostic	\$47.24	\$47.95	\$48.67	\$49.40	\$50.14	\$50.89	\$51.65	\$52.43	\$53.22	\$54.01	\$54.82	\$55.65	\$56.48	\$58.18	\$59.92	\$61.72	\$63.57
Technologist - Special Procedure	\$49.17	\$49.91	\$50.66	\$51.42	\$52.19	\$52.97	\$53.76	\$54.57	\$55.39	\$56.22	\$57.06	\$57.92	\$58.79	\$60.93	\$61.16	\$62.39	\$63.63
Unit Coordinator	\$22.39	\$22.73	\$23.07	\$23.41	\$23.76	\$24.12	\$24.48	\$24.85	\$25.22	\$25.60	\$25.99	\$26.37	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13
Unit Secretary	\$22.17	\$22.50	\$22.84	\$23.18	\$23.53	\$23.88	\$24.24	\$24.61	\$24.97	\$25.35	\$25.73	\$26.12	\$26.51	\$27.04	\$27.58	\$28.13	\$28.69
Unit Secretary/Monitor Tech	\$26.00	\$26.39	\$26.79	\$27.19	\$27.60	\$28.01	\$28.43	\$28.86	\$29.29	\$29.73	\$30.17	\$30.63	\$31.09	\$31.71	\$32.34	\$32.99	\$33.65

Job Title	YEAR 2																
	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	25
Admitting Coordinator	\$29.41	\$28.84	\$29.27	\$29.71	\$30.16	\$30.61	\$31.07	\$31.53	\$32.01	\$32.49	\$32.97	\$33.47	\$33.97	\$34.65	\$35.34	\$36.05	\$36.77
Care Partner	\$23.00	\$23.29	\$23.64	\$23.99	\$24.35	\$24.72	\$25.09	\$25.46	\$25.84	\$26.23	\$26.63	\$27.02	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87
Imaging Coordinator	\$52.09	\$53.48	\$54.23	\$55.09	\$55.92	\$56.76	\$57.61	\$58.47	\$59.35	\$60.24	\$61.14	\$62.06	\$62.99	\$64.86	\$66.83	\$68.83	\$70.90
Lab Collection Coordinator	\$26.50	\$26.90	\$27.30	\$27.71	\$28.13	\$28.56	\$28.98	\$29.41	\$29.85	\$30.30	\$30.76	\$31.21	\$31.68	\$32.32	\$32.96	\$33.62	\$34.29
LVN/LPN	\$32.01	\$32.49	\$32.98	\$33.47	\$33.96	\$34.49	\$35.00	\$35.53	\$36.06	\$36.60	\$37.15	\$37.71	\$38.27	\$39.04	\$39.82	\$40.62	\$41.43
Office Coordinator	\$26.77	\$27.17	\$27.58	\$27.99	\$28.41	\$28.84	\$29.27	\$29.71	\$30.16	\$30.61	\$31.07	\$31.53	\$32.01	\$32.65	\$33.30	\$33.97	\$34.64
CR Scheduler	\$27.04	\$27.45	\$27.86	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.98	\$33.64	\$34.31	\$34.99
Orderly - Nursing	\$23.00	\$23.29	\$23.64	\$23.99	\$24.35	\$24.72	\$25.09	\$25.46	\$25.84	\$26.23	\$26.63	\$27.02	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87
Patient Experience Liaison	\$29.69	\$29.12	\$29.55	\$30.00	\$30.45	\$30.91	\$31.37	\$31.85	\$32.32	\$32.81	\$33.30	\$33.80	\$34.31	\$34.99	\$35.69	\$36.41	\$37.13
Patient Financial Service Representative	\$27.04	\$27.45	\$27.85	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.98	\$33.64	\$34.31	\$34.99
Phlebotomist II	\$25.33	\$25.71	\$26.10	\$26.49	\$26.89	\$27.29	\$27.70	\$28.12	\$28.54	\$28.97	\$29.40	\$29.84	\$30.29	\$31.20	\$32.13	\$33.10	\$34.09
Physical Therapy Aide I	\$24.48	\$24.85	\$25.22	\$25.60	\$25.98	\$26.37	\$26.77	\$27.17	\$27.58	\$27.99	\$28.41	\$28.84	\$29.27	\$29.86	\$30.45	\$31.06	\$31.68
Respiratory Care Practitioner I	\$43.60	\$44.25	\$44.91	\$45.59	\$46.27	\$46.97	\$47.67	\$48.39	\$49.11	\$49.85	\$50.60	\$51.35	\$52.13	\$53.69	\$55.30	\$56.96	\$58.67
Respiratory Care Practitioner I (Grandfathered)	\$43.60	\$44.25	\$44.91	\$45.59	\$46.27	\$46.97	\$47.67	\$48.39	\$49.11	\$49.85	\$50.60	\$51.35	\$52.13	\$53.69	\$55.30	\$56.96	\$58.67
Scheduler	\$24.23	\$24.60	\$24.96	\$25.34	\$25.72	\$26.10	\$26.50	\$26.89	\$27.30	\$27.71	\$28.12	\$28.54	\$28.97	\$29.55	\$30.14	\$30.75	\$31.36
Technician - CSPD	\$27.59	\$28.01	\$28.43	\$28.85	\$29.28	\$29.72	\$30.17	\$30.62	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.65	\$34.32	\$35.01	\$35.71
Technician - CSPD (Non-Certified)	\$24.98	\$25.36	\$25.74	\$26.12	\$26.51	\$26.91	\$27.32	\$27.72	\$28.14	\$28.56	\$28.99	\$29.43	\$29.87	\$30.46	\$31.07	\$31.70	\$32.33
Technician - Cytotechnology	\$49.63	\$50.37	\$51.13	\$51.90	\$52.67	\$53.46	\$54.27	\$55.08	\$55.91	\$56.75	\$57.60	\$58.46	\$59.34	\$60.52	\$61.73	\$62.97	\$64.23
Technician - FFG	\$34.67	\$35.19	\$35.72	\$36.26	\$36.80	\$37.35	\$37.91	\$38.48	\$39.06	\$39.65	\$40.24	\$40.84	\$41.46	\$42.29	\$43.13	\$43.99	\$44.87
Technician - Emergency Room	\$23.29	\$23.63	\$23.99	\$24.35	\$24.71	\$25.09	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43	\$27.84	\$28.68	\$29.54	\$30.42	\$31.33
Technician - GI	\$29.86	\$30.31	\$30.76	\$31.22	\$31.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.65	\$35.17	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64
Technician - Grossing	\$38.70	\$39.28	\$39.87	\$40.47	\$41.07	\$41.69	\$42.31	\$42.95	\$43.59	\$44.25	\$44.91	\$45.58	\$46.27	\$47.19	\$48.14	\$49.10	\$50.08
Technician - Histology	\$39.70	\$39.28	\$39.87	\$40.47	\$41.07	\$41.69	\$42.31	\$42.95	\$43.59	\$44.25	\$44.91	\$45.58	\$46.27	\$47.19	\$48.14	\$49.10	\$50.08
Technician - Histology, Senior	\$40.66	\$41.27	\$41.89	\$42.52	\$43.16	\$43.81	\$44.46	\$45.13	\$45.81	\$46.49	\$47.19	\$47.90	\$48.62	\$49.59	\$50.58	\$51.59	\$52.63
Technician - Med Lab (MLT)	\$32.01	\$32.49	\$32.98	\$33.47	\$33.96	\$34.49	\$35.00	\$35.53	\$36.06	\$36.60	\$37.15	\$37.71	\$38.27	\$39.04	\$39.82	\$40.62	\$41.43
Technician - Med Lab (MLT), Senior	\$33.64	\$34.15	\$34.66	\$35.18	\$35.71	\$36.24	\$36.79	\$37.34	\$37.90	\$38.47	\$39.05	\$39.63	\$40.23	\$41.03	\$41.85	\$42.69	\$43.54
Technician - Pharmacy	\$27.86	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.47	\$30.92	\$31.39	\$31.86	\$32.33	\$32.82	\$33.31	\$33.98	\$34.66	\$35.35	\$36.06
Technician - Surgical	\$34.67	\$35.19	\$35.72	\$36.26	\$36.80	\$37.35	\$37.91	\$38.48	\$39.06	\$39.65	\$40.24	\$40.84	\$41.46	\$42.70	\$43.98	\$45.30	\$46.66
Technician - Ultrasound	\$49.13	\$49.87	\$50.61	\$51.37	\$52.14	\$52.93	\$53.72	\$54.53	\$55.34	\$56.17	\$57.02	\$57.87	\$58.74	\$60.50	\$62.32	\$64.19	\$66.11
Technician II - EKG	\$27.04	\$27.45	\$27.85	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.98	\$33.64	\$34.31	\$34.99
Technician II - Pharmacy	\$30.76	\$31.22	\$31.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.65	\$35.17	\$35.70	\$36.24	\$36.78	\$37.52	\$38.27	\$39.03	\$39.81
Technologist - CT	\$49.63	\$50.37	\$51.13	\$51.90	\$52.67	\$53.46	\$54.27	\$55.08	\$55.91	\$56.75	\$57.60	\$58.46	\$59.34	\$60.52	\$61.73	\$62.97	\$64.23
Technologist - Mammography	\$49.63	\$50.37	\$51.13	\$51.90	\$52.67	\$53.46	\$54.27	\$55.08	\$55.91	\$56.75	\$57.60	\$58.46	\$59.34	\$60.52	\$61.73	\$62.97	\$64.23
Technologist - MRI	\$55.62	\$56.45	\$57.30	\$58.16	\$59.03	\$59.92	\$60.82	\$61.73	\$62.65	\$63.59	\$64.55	\$65.52	\$66.50	\$67.83	\$69.19	\$70.57	\$71.98
Technologist - Nuclear Medicine	\$58.77	\$59.65	\$60.55	\$61.45	\$62.38	\$63.31	\$64.26	\$65.23	\$66.20	\$67.20	\$68.21	\$69.23	\$70.27	\$71.67	\$73.11	\$74.57	\$76.06
Technologist - Radiology	\$44.45	\$45.12	\$45.79	\$46.48	\$47.18	\$47.88	\$48.60	\$49.33	\$50.07	\$50.82	\$51.59	\$52.36	\$53.14	\$54.74	\$56.38	\$58.07	\$59.81
Technologist - Reg Spec Diagnostic	\$49.13	\$49.87	\$50.61	\$51.37	\$52.14	\$52.93	\$53.72	\$54.53	\$55.34	\$56.17	\$57.02	\$57.87	\$58.74	\$60.50	\$62.32	\$64.19	\$66.11
Technologist - Special Procedure	\$51.14	\$51.90	\$52.68	\$53.47	\$54.27	\$55.09	\$55.92	\$56.75	\$57.61	\$58.47	\$59.35	\$60.24	\$61.14	\$62.36	\$63.61	\$64.88	\$66.18
Unit Coordinator	\$23.29	\$23.63	\$23.99	\$24.35	\$24.71	\$25.09	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43	\$27.84	\$28.40	\$28.97	\$29.54	\$30.14
Unit Secretary	\$23.06	\$23.40	\$23.75	\$24.11	\$24.47	\$24.84	\$25.21	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.57	\$28.12	\$28.68	\$29.25	\$29.84
Unit Secretary/Monitor Tech	\$27.04	\$27.45	\$27.85	\$28.28	\$28.70	\$29.13	\$29.57	\$30.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.98	\$33.64	\$34.31	\$34.99

Job Title	YEAR 3																
	0	1	2	3	4	5	6	7	8	9	10	11	12	15	18	21	25
Admitting Coordinator	\$29.55	\$29.99	\$30.44	\$30.90	\$31.36	\$31.83	\$32.31	\$32.80	\$33.29	\$33.79	\$34.29	\$34.81	\$35.33	\$36.04	\$36.76	\$37.49	\$38.24
Care Partner	\$24.00	\$24.22	\$24.58	\$24.95	\$25.32	\$25.70	\$26.05	\$26.48	\$26.88	\$27.28	\$27.69	\$28.11	\$28.53	\$29.38	\$30.26	\$31.17	\$32.11
Imaging Coordinator	\$54.79	\$55.62	\$56.45	\$57.30	\$58.16	\$59.03	\$59.91	\$60.81	\$61.72	\$62.65	\$63.59	\$64.54	\$65.51	\$67.48	\$69.50	\$71.59	\$73.73
Lab Collection Coordinator	\$27.56	\$27.97	\$28.39	\$28.82	\$29.25	\$29.69	\$30.13	\$30.59	\$31.05	\$31.51	\$31.98	\$32.46	\$32.95	\$33.61	\$34.28	\$34.97	\$35.67
LVN/LPN	\$33.29	\$33.79	\$34.30	\$34.81	\$35.33	\$35.86	\$36.40	\$36.95	\$37.50	\$38.07	\$38.64	\$39.22	\$39.80	\$40.60	\$41.41	\$42.24	\$43.09
Office Coordinator	\$27.84	\$28.26	\$28.68	\$29.11	\$29.55	\$29.99	\$30.44	\$30.90	\$31.36	\$31.83	\$32.31	\$32.79	\$33.29	\$33.95	\$34.63	\$35.32	\$36.03
OR Scheduler	\$28.12	\$28.54	\$28.97	\$29.41	\$29.85	\$30.29	\$30.75	\$31.21	\$31.68	\$32.15	\$32.64	\$33.13	\$33.62	\$34.30	\$34.98	\$35.68	\$36.39
Ordinary - Nursing	\$24.00	\$24.22	\$24.58	\$24.95	\$25.32	\$25.70	\$26.08	\$26.48	\$26.88	\$27.28	\$27.69	\$28.11	\$28.53	\$29.38	\$30.26	\$31.17	\$32.11
Patient Experience Liaison	\$29.84	\$30.29	\$30.74	\$31.20	\$31.67	\$32.15	\$32.63	\$33.12	\$33.62	\$34.12	\$34.63	\$35.15	\$35.68	\$36.39	\$37.12	\$37.86	\$38.62
Patient Financial Service Representative	\$28.12	\$28.54	\$28.97	\$29.41	\$29.85	\$30.29	\$30.75	\$31.21	\$31.68	\$32.15	\$32.64	\$33.13	\$33.62	\$34.30	\$34.98	\$35.68	\$36.39
Phlebotomist II	\$26.35	\$26.74	\$27.14	\$27.55	\$27.96	\$28.38	\$28.81	\$29.24	\$29.68	\$30.13	\$30.58	\$31.04	\$31.50	\$32.45	\$33.42	\$34.42	\$35.46
Physical Therapy Aide I	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43	\$27.84	\$28.26	\$28.68	\$29.11	\$29.55	\$29.99	\$30.44	\$31.05	\$31.67	\$32.30	\$32.95
Respiratory Care Practitioner I	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$48.84	\$49.58	\$50.32	\$51.08	\$51.84	\$52.62	\$53.41	\$54.21	\$55.84	\$57.51	\$59.24	\$61.01
Respiratory Care Practitioner I (Grandfathered)	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$48.84	\$49.58	\$50.32	\$51.08	\$51.84	\$52.62	\$53.41	\$54.21	\$55.84	\$57.51	\$59.24	\$61.01
Scheduler	\$25.20	\$25.58	\$25.96	\$26.35	\$26.75	\$27.15	\$27.56	\$27.97	\$28.39	\$28.81	\$29.24	\$29.69	\$30.13	\$30.73	\$31.35	\$31.98	\$32.61
Technician - CSPD	\$28.69	\$29.13	\$29.58	\$30.01	\$30.46	\$30.91	\$31.38	\$31.85	\$32.32	\$32.81	\$33.30	\$33.80	\$34.31	\$34.96	\$35.69	\$36.41	\$37.14
Technician - CSPD (Non-Certified)	\$25.96	\$26.37	\$26.77	\$27.17	\$27.57	\$27.99	\$28.41	\$28.83	\$29.27	\$29.71	\$30.15	\$30.60	\$31.06	\$31.68	\$32.32	\$32.96	\$33.62
Technician - Cytotechnology	\$51.61	\$52.39	\$53.17	\$53.97	\$54.78	\$55.60	\$56.44	\$57.28	\$58.14	\$59.01	\$59.90	\$60.80	\$61.71	\$62.94	\$64.20	\$65.49	\$66.80
Technician - EEG	\$36.06	\$36.60	\$37.15	\$37.71	\$38.27	\$38.85	\$39.43	\$40.02	\$40.62	\$41.23	\$41.85	\$42.48	\$43.11	\$43.98	\$44.86	\$45.75	\$46.67
Technician - Emergency Room	\$24.22	\$24.58	\$24.95	\$25.32	\$25.70	\$26.09	\$26.48	\$26.88	\$27.28	\$27.69	\$28.10	\$28.53	\$28.95	\$29.82	\$30.72	\$31.64	\$32.59
Technician - GI	\$31.05	\$31.52	\$31.99	\$32.47	\$32.96	\$33.45	\$33.95	\$34.46	\$34.98	\$35.51	\$36.04	\$36.58	\$37.13	\$37.87	\$38.63	\$39.40	\$40.19
Technician - Grossing	\$40.25	\$40.85	\$41.46	\$42.08	\$42.72	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$49.08	\$50.06	\$51.06	\$52.09
Technician - Histology	\$40.25	\$40.85	\$41.46	\$42.08	\$42.72	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$49.08	\$50.06	\$51.06	\$52.09
Technician - Histology, Senior	\$42.29	\$42.92	\$43.57	\$44.22	\$44.89	\$45.56	\$46.24	\$46.94	\$47.64	\$48.36	\$49.08	\$49.82	\$50.56	\$51.67	\$52.61	\$53.66	\$54.73
Technician - Med Lab (MLT)	\$33.29	\$33.79	\$34.30	\$34.81	\$35.33	\$35.86	\$36.40	\$36.95	\$37.50	\$38.07	\$38.64	\$39.22	\$39.80	\$40.60	\$41.41	\$42.24	\$43.09
Technician - Med Lab (MLT), Senior	\$34.99	\$35.51	\$36.05	\$36.59	\$37.14	\$37.69	\$38.26	\$38.83	\$39.42	\$40.01	\$40.61	\$41.22	\$41.83	\$42.67	\$43.52	\$44.39	\$45.28
Technician - Pharmacy	\$28.95	\$29.41	\$29.85	\$30.30	\$30.75	\$31.22	\$31.68	\$32.16	\$32.64	\$33.13	\$33.63	\$34.13	\$34.64	\$35.34	\$36.04	\$36.76	\$37.50
Technician - Surgical	\$36.06	\$36.60	\$37.15	\$37.71	\$38.27	\$38.85	\$39.43	\$40.02	\$40.62	\$41.23	\$41.85	\$42.48	\$43.11	\$44.11	\$45.14	\$46.17	\$47.23
Technician - Ultrasound	\$51.09	\$51.86	\$52.64	\$53.43	\$54.23	\$55.04	\$55.87	\$56.71	\$57.56	\$58.42	\$59.30	\$60.19	\$61.09	\$62.92	\$64.81	\$66.75	\$68.76
Technician II - EKG	\$28.12	\$28.54	\$28.97	\$29.41	\$29.85	\$30.29	\$30.75	\$31.21	\$31.68	\$32.15	\$32.64	\$33.13	\$33.62	\$34.30	\$34.98	\$35.68	\$36.39
Technician II - Pharmacy	\$31.99	\$32.47	\$32.96	\$33.46	\$33.96	\$34.47	\$34.98	\$35.51	\$36.04	\$36.58	\$37.13	\$37.69	\$38.25	\$39.02	\$39.80	\$40.59	\$41.41
Technologist - CT	\$51.61	\$52.39	\$53.17	\$53.97	\$54.78	\$55.60	\$56.44	\$57.28	\$58.14	\$59.01	\$59.90	\$60.80	\$61.71	\$62.94	\$64.20	\$65.49	\$66.80
Technologist - Mammography	\$51.61	\$52.39	\$53.17	\$53.97	\$54.78	\$55.60	\$56.44	\$57.28	\$58.14	\$59.01	\$59.90	\$60.80	\$61.71	\$62.94	\$64.20	\$65.49	\$66.80
Technologist - MRI	\$57.84	\$58.71	\$59.59	\$60.40	\$61.30	\$62.21	\$63.25	\$64.20	\$65.16	\$66.14	\$67.13	\$68.14	\$69.16	\$70.54	\$71.95	\$73.39	\$74.86
Technologist - Nuclear Medicine	\$61.12	\$62.04	\$62.97	\$63.91	\$64.87	\$65.84	\$66.83	\$67.84	\$68.85	\$69.89	\$70.93	\$72.00	\$73.08	\$74.54	\$76.03	\$77.55	\$79.10
Technologist - Radiology	\$46.23	\$46.92	\$47.62	\$48.34	\$49.06	\$49.80	\$50.55	\$51.31	\$52.08	\$52.86	\$53.65	\$54.45	\$55.27	\$56.92	\$58.64	\$60.40	\$62.21
Technologist - Reg Spec Diagnostic	\$51.09	\$51.86	\$52.64	\$53.43	\$54.23	\$55.04	\$55.87	\$56.71	\$57.56	\$58.42	\$59.30	\$60.19	\$61.09	\$62.92	\$64.81	\$66.75	\$68.76
Technologist - Special Procedure	\$53.18	\$53.98	\$54.79	\$55.61	\$56.45	\$57.29	\$58.15	\$59.02	\$59.91	\$60.81	\$61.72	\$62.65	\$63.59	\$64.96	\$66.15	\$67.48	\$68.83
Unit Coordinator	\$24.22	\$24.58	\$24.95	\$25.32	\$25.70	\$26.09	\$26.48	\$26.88	\$27.28	\$27.69	\$28.10	\$28.53	\$28.95	\$29.53	\$30.12	\$30.73	\$31.34
Unit Secretary	\$24.00	\$24.34	\$24.70	\$25.07	\$25.45	\$25.83	\$26.22	\$26.61	\$27.01	\$27.42	\$27.83	\$28.25	\$28.67	\$29.24	\$29.83	\$30.42	\$31.03
Unit Secretary/Monitor Tech	\$28.12	\$28.54	\$28.97	\$29.41	\$29.85	\$30.29	\$30.75	\$31.21	\$31.68	\$32.15	\$32.64	\$33.13	\$33.62	\$34.30	\$34.98	\$35.68	\$36.39

## APPENDIX B – PER DIEM RATE

Job Title	Year 1 06.29.2025	Year 2 06.28.2026	Year 3 06.27.2027
Admitting Coordinator	\$29.43	\$30.61	\$31.83
Care Partner	\$23.76	\$24.72	\$25.70
Imaging Coordinator	\$54.58	\$56.76	\$59.03
Lab Collection Coordinator	\$27.45	\$28.55	\$29.69
LVN/LPN	\$33.16	\$34.49	\$35.86
Office Coordinator	\$27.73	\$28.84	\$29.99
OR Scheduler	\$28.01	\$29.13	\$30.29
Orderly - Nursing	\$23.76	\$24.72	\$25.70
Patient Experience Liaison	\$29.72	\$30.91	\$32.15
Patient Financial Service Representative	\$28.01	\$29.13	\$30.29
Phlebotomist II	\$26.24	\$27.29	\$28.38
Physical Therapy Aide I	\$25.36	\$26.37	\$27.43
Respiratory Care Practitioner I	\$45.16	\$46.97	\$48.84
Respiratory Care Practitioner I (Grandfathered)	\$45.16	\$46.97	\$48.84
Scheduler	\$25.10	\$26.10	\$27.15
Technician - CSPD	\$28.58	\$29.72	\$30.91
Technician - CSPD (Non-Certified)	\$25.88	\$26.91	\$27.99
Technician - Cytotechnology	\$51.41	\$53.46	\$55.60
Technician - EEG	\$35.92	\$37.35	\$38.85
Technician - Emergency Room	\$24.12	\$25.09	\$26.09
Technician - GI	\$30.93	\$32.17	\$33.45
Technician - Grossing	\$40.09	\$41.69	\$43.36
Technician - Histology	\$40.09	\$41.69	\$43.36
Technician - Histology, Senior	\$42.12	\$43.81	\$45.56
Technician - Med Lab (MLT)	\$33.16	\$34.49	\$35.86
Technician - Med Lab (MLT), Senior	\$34.85	\$36.24	\$37.69
Technician - Pharmacy	\$28.86	\$30.01	\$31.22
Technician - Surgical	\$35.92	\$37.35	\$38.85
Technician - Ultrasound	\$50.89	\$52.93	\$55.04
Technician II - EKG	\$28.01	\$29.13	\$30.29
Technician II - Pharmacy	\$31.87	\$33.14	\$34.47
Technologist - CT	\$51.41	\$53.46	\$55.60
Technologist - Mammography	\$51.41	\$53.46	\$55.60
Technologist - MRI	\$57.61	\$59.92	\$62.31
Technologist - Nuclear Medicine	\$60.88	\$63.31	\$65.84
Technologist - Radiology	\$46.04	\$47.88	\$49.80
Technologist - Reg Spec Diagnostic	\$50.89	\$52.93	\$55.04
Technologist - Special Procedure	\$52.97	\$55.09	\$57.29
Unit Coordinator	\$24.12	\$25.09	\$26.09
Unit Secretary	\$23.88	\$24.84	\$25.83
Unit Secretary/Monitor Tech	\$28.01	\$29.13	\$30.29

## APPENDIX C – SURGICAL TECH LADDER

Surgical Tech Ladder  
September 2021

Base Pay		Surgical Tech Range		Surgical Tech I	Surgical Tech II	Surgical Tech III	Application Process
0-5 Years	Min			Required ORT certification	Everything in Surgical Tech I in addition to the below	Everything in Surgical Tech II in addition to the below	Staff to present to Associate Administrator, Manager & RN Unit Supervisor Review of levels 2x per year, January <sup>7</sup> & July
6-10 Years	Mid			Staff Level: Full Time, Part Time & Per Diem Duty to follow procedural rules and policies	Minimum 2 Years of Service at USC VHH  Maintains strong attendance record <sup>1</sup> Verification of Competency Validation Tool <sup>2</sup> Complies with Perioperative Policy <sup>3</sup> Member in the Unit Base Council (UBC) <sup>6</sup> Has taught one In-Service prior to application	Minimum 5 Years of Service at USC VHH or 5 Years Experience & 3 Years of Service at VHH with one year being a ST II  Acts as a Preceptor Service Line Partner Performs Skills Validation for ST I & ST II <sup>4</sup> Teaches one in-Service per year Attend one conference and bring back education materials	
11+ Years	Max			Teaches one In-Service per year <sup>5</sup> Staff Level: Full Time or Part Time	Support PerioOp Services with annual strategic goals Staff Level: Full Time or Part Time		
				Base Pay	Base + \$3 per hour	Base + \$6 per hour	

<sup>1</sup> Does not have any disciplinary notices for tardies or absences in the last 12 months

<sup>2</sup> Annual skills are signed off by a ST III prior to application

<sup>3</sup> Does not have any disciplinary notices, following the Just Culture algorithm for reckless behavior in PeriOp policies and procedures

<sup>4</sup> Skills validation team will consist of 3 staff (two ST III & one staff RN from UBC)

<sup>5</sup> In-service is 20-30 minutes for a ST II and 30-45 min for STIII

<sup>6</sup> UBC allows for 2 Surgical Techs per year. If the council is full and the member is unable to attend, it will require documentation in application

<sup>7</sup> The first application will be in November 2021 for implementation in the first full pay period of December 2021 (or January 2022)

## **APPENDIX D – MEMORANDUM OF AGREEMENT**

### **MEMORANDUM OF AGREEMENT** **REGARDING THE FORMATION OF A LABOR MANAGEMENT COMMITTEE**

The Hospital and the Union (“the parties”) agree that employees should have a forum to raise workplace issues. To create such a platform, the parties agree to the following:

1. The Hospital and the Union will create a task force that shall meet within ninety (90) days of ratification to begin discussions that will lead to the establishment of a Labor/Management Committee. The purpose of the committee shall be to foster positive and productive communication between the Hospital and the bargaining units.
2. Each party will be permitted to create a task force that includes up to four (4) representatives. The Hospital’s team shall include at least one representative from Human Resources and at least two (2) Department Managers.
3. The Union’s team should, to the extent possible, include members from both bargaining units.
4. The task force’s primary function will be to define the scope of the LMC’s authority and how it will operate. That should include how often the LMC meets, what topics are appropriate for LMC meetings, and the process for presenting and responding to recommendations for resolving issues brought to the LMC for discussion, and
5. The task force will establish ground rules for how they engage. Those ground rules shall include, among other things, the respective teams’ express commitment to bargain in good faith by approaching their deliberations with an open mind toward reaching an agreement, illustrated in part by passing proposals that reflect their willingness to reach compromises.
6. The parties’ agreement regarding the LMC shall be reduced to writing in the form of a memorandum of agreement, which shall be appended to this Agreement.
7. Matters raised in or resolved by the LMC are not subject to the grievance procedure.

## **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?

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