



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement
with

**USC Alfred E. Mann School of Pharmacy
and Pharmaceutical Sciences**

March 2, 2026 – June 30, 2029

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PREAMBLE

The USC Alfred E. Mann School of Pharmacy and Pharmaceutical Sciences (the “Employer”) and National Union of Healthcare Workers (the “Union”) hereby agree to become Parties to the following collective bargaining agreement (hereinafter referred to as “Contract” or “Agreement”). The Parties each voluntarily agree to enter this Agreement, the Employer for itself and the Union for itself and the “Employees” covered by this Agreement as included in the Recognition Clause.

ARTICLE 1. **RECOGNITION**

Pursuant to the Certification of Representative in NLRB Case 21-RC-307231, the Employer recognizes the Union as the exclusive bargaining representative of the following unit of Pharmacy Employees:

1.1 Included.

All Full-Time and regular Part-Time and per diem Pharmacy Technicians, Prior Authorization Technicians, Retail Assistants, and Material Handlers II employed by the Employer at its pharmacy currently located at 1510 San Pablo Street, #144, Los Angeles, CA (the “Facility”).

1.2 Excluded.

All other employees, other represented employees, physicians, registered nurses, pharmacists, pharmacy residents, other professional employees, intern pharmacists, student workers, skilled maintenance employees, technical employees, business office clerical employees, guards, other non-professional employees, confidential employees, managerial employees, and supervisors as defined in the Act.

ARTICLE 2. **UNION REPRESENTATION**

2.1 Union Stewards.

2.1.1 The Union shall provide the Employer with a written list of up to three (3) Bargaining Unit Employees it chooses to designate as its Stewards and shall notify the Employer in writing immediately upon any changes as they occur. Prior to the Employer’s receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.

2.1.2 Authority. The functions of the Union Steward include the authority:

- 2.1.2.1 to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement;
- 2.1.2.2 to resolve grievances at Step 1 or 2 of the grievance procedure; and

2.1.2.3 to serve as a Union representative for an Employee in an investigatory meeting which could result in discipline or discharge, provided that such Employee has affirmatively requested steward representation (i.e., Weingarten meetings).

2.1.3 Union Stewards shall perform their functions or Union-related activities on their own unpaid time, except where this Agreement explicitly provides otherwise. If a Union steward wishes to conduct Union activity during the Union Steward's work shift, the steward may request unpaid leave time which shall not be unreasonably denied, but the Union Steward shall properly clock out for any such time. However, when a steward, during their regularly scheduled work time, is required for an investigatory (Weingarten) meeting or Union Introduction meeting, as provided in Section 2.1.4 below, and the Employer has authorized the release time, they shall not be required to clock out for such meeting.

2.1.4 Whenever a Bargaining Unit Employee requests a Steward's presence at a Step Two grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify their supervisor of such meeting and arrange for their own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Parties may either reschedule the grievance meeting or an alternate Steward or Field Representative may attend the meeting. Steward release will not affect the grievance procedure timelines as outlined in Article 12 - Grievance and Arbitration Procedure. Nothing in this provision overrides the grievance procedure as detailed in Article 12.

2.1.5 It is recognized by the Parties to this Agreement that the Employer has the continuing right to affect the actual discipline at the time deemed necessary by the Employer with or without the Steward or other Union representation being present. The Employer also has the right to put an Employee on an unpaid investigatory suspension pending the availability of a Steward or when the Employer deems necessary for other investigatory purposes.

2.1.6 Union Stewards shall not conduct Union activity with other Employees while those Employees are on working time. Union Stewards shall not direct any Employee as to how to perform or not perform their work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any Employee.

2.2 Union Access.

2.2.1. One duly authorized Field Representative of the Union, upon written notice as detailed herein, shall be permitted to enter the Employer's Facility at reasonable times for the purpose of observing whether this Agreement is being adhered to or to ascertain the general working conditions of the Employees. The Union will notify the Pharmacist in Charge of the USC

Alfred E. Mann School of Pharmacy and Pharmaceutical Sciences or their designee, and the Human Resources Manager or their designee, who has been selected as the Field Representative. The Union Field Representative shall advise the Pharmacist in Charge or their designee, and the Human Resources Manager or their designee, by written notice in advance of each visit. Prior to arriving at the Employer's Facility, the Field Representative shall provide at least four (4) cumulative hours of written notice during regular Facility operation hours to the Pharmacist in Charge and the Human Resources Manager, or their designees. Prior to entering the Employer's Facility, the Field Representative shall check in with the Pharmacist in Charge, the Human Resources Manager, or their designees (which shall be specifically designated for each visit).

The Union Field Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. The right of entry shall at all times be subject to the Employer's access, safety and security rules and policies applicable to visitors and non-employees.

- 2.2.2. The Union Field Representative shall not interfere with the work of any Employee or otherwise disrupt the Employer's operations. This shall not prevent the Union Field Representative from conferring with a Bargaining Unit Employee, their supervisor, or an Employer representative on Employer's time in connection with the complaint or problem concerning the Employee provided that the supervisor or Employer representative specifically approves the Employee remaining on working time.
- 2.2.3. During the term of the Agreement, if the Employer believes that a Union representative is violating the limitations on access as set forth above, the Employer may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Employer's concerns. This meeting will be held in person or telephonically within twenty-four (24) hours of the Employer's request. In the event that the Employer's concerns are not resolved to the Employer's satisfaction within forty-eight (48) hours of its request for such a meeting, the Employer may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Section 12.2.3. Until such time as an arbitrator rules, the Union shall continue to have reasonable access to the Facility in accordance with the access provisions of this Article, however, the individual Union representative may be denied.

2.3 Designated Posting Space.

The Union shall be provided a single 8¹/₂ x 14 inch posting space within the Facility. The posting 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 Employer, management, the University of Southern California or any individual shall be posted, nor shall any material posted contain any deliberate misstatement, or violate any federal, state or

local laws or any Employer policy. Information posted which violates this Section may be removed by the Employer after providing written notice to the Union of its intent to do so. No Union notices of any kind shall be posted anywhere at the Facility besides the bulletin board as authorized in this Section.

2.4 Union Introduction.

The Employer will allow a Union Steward or Union Field Representative up to twenty (20) minutes paid time with a new Employee to discuss the Union and the terms of the Agreement. Such time will be mutually scheduled between the Union and the Employer as to avoid impact to patient care or operations. The new Employee and, if applicable, the Union Steward, shall be released from work without loss of pay for the agreed upon time. It will be the Union's responsibility to provide the new Employee a copy of this Agreement, as well as any applicable Union membership or dues materials.

2.5 Bargaining Unit Lists.

On a monthly basis, no later than the tenth (10th) of the month, the Employer will provide the Union with a complete list of Employees, which will include deletions, including terminations, and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided electronically (on Excel, or another compatible format) showing the following information for such Employees: name, Employer issued employee identification number, home address, e-mail address (personal as provided by the Employee), phone number (as provided by the Employee), date of hire and termination (if applicable), classification, base wage rate, and status (e.g. Regular Full-Time, Regular Part-Time or Per Diem). Upon request from the Union, the Employer will respond to inquiries from the Union about whether a specific termination was a voluntary resignation, discharge, or layoff.

The Union shall indemnify and hold harmless the Employer and all persons acting on behalf of the Employer against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever arising, directly or indirectly, from the Employer's compliance with this Article. This indemnification includes the cost of defending, including reasonable attorneys' fees, against any such actions or claims.

2.6 Bargaining Unit Concerns.

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

ARTICLE 3.
EMPLOYEE STATUS

3.1 Full-Time Employee.

A regular Full-Time Employee is an Employee who is not in a temporary (resource) status and is regularly scheduled to work thirty-six (36) hours or more per work week. Regular Full-Time Employees are benefits-eligible in accordance with applicable Employer policies.

3.2 Part-Time Employee.

A regular Part-Time Employee is an Employee who is not in a temporary (resource) status and is regularly scheduled to work at least twenty-four (24) hours but less than thirty-six (36) hours per work week. Regular Part-Time Employees are benefits-eligible in accordance with applicable Employer policies.

3.3 Per Diem Employees.

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

3.4 Temporary (Resource) Employee.

A Temporary (Resource) Employee is one who is hired to work either part-time or full-time for a specified limited period of time and for a specific and temporary purpose, to replace a specific Employee on a leave of absence, for a short-term project, or where a 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 thousand (1,000) hours in a rolling twelve (12) month period. The one thousand hours may be extended in any given case by mutual agreement of the Parties. Temporary (Resource) Employees are employed directly by the Employer and are separate from agency workers and contractors to which this provision does not apply. Temporary (Resource) Employees are not Bargaining Unit employees.

3.5 Reclassification of Hours.

Where a Part-Time or Per Diem Employee has worked a regular Full-Time schedule for ninety (90) consecutive days or more, upon the Union's request, the Parties shall meet to discuss whether additional regular hours shall be posted as a vacancy in accordance with Article 7 (Job Vacancies, Posting, and Bidding). The Employer shall maintain, pursuant to its management rights, the ultimate decision as to whether to post a vacancy following such discussions. This Section 3.5 does not apply to any hours worked by Part-time or Per Diem employees who are filling

in for other Employees on leaves of absence, modified duty/transitional work time, or similar time away.

ARTICLE 4.

MANAGEMENT RIGHTS

Subject to the laws and regulations governing the healthcare industry, the Employer retains, solely and exclusively, all the rights, powers, discretion and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a specific provision of this Agreement, including the right to manage and operate its business, determine, create, adopt and/or implement and to change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any non-contractual benefit or policy or practice or other term or condition of employment not specifically controlled by this Agreement. The exercise of this right shall not be a breach of this Agreement and shall not be subject to negotiations (meeting and conferring) between the Employer and the Union. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from registries or other temporary help agencies; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to determine staffing patterns and levels and the number and type of employees needed; (ix) to lay off employees; (x) to hire, transfer and promote employees; (xi) to demote, suspend, discipline and discharge employees; (xii) to determine competency and fitness for duty and to maintain the discipline and efficiency of its employees; (xiii) to determine job content, description and qualifications and to establish work standards, including productivity standards, and schedules of shifts and operations; (xiv) to specify or assign work requirements and overtime; (xv) to assign work and decide which employees are qualified to perform such work; (xvi) to determine working hours, shift times, lengths, assignments, and days off, and the documentation of timekeeping; (xvii) to adopt rules of attendance, performance, conduct, appearance and safety, and penalties for violations thereof; (xviii) to determine the type and scope of work to be performed and for the services to be provided; (xix) to determine whether work will be assigned to Bargaining Unit employees or other individuals; (xx) to determine the methods, processes, means and places of providing service; (xxi) to determine the quality of services; (xxii) to acquire and dispose of equipment and facilities; (xxiii) to determine the places where work will be performed, including whether to require, permit or modify remote work or work from home for all or some Bargaining Unit employees, either permanently or temporarily, or to assign Bargaining Unit employees to perform work at other non- Bargaining Unit locations temporarily or on a rotational basis; (xxiv) to hire temporary employees or use employees from other non-Bargaining Unit locations for designated periods of time; (xxv) to pay wages and benefits in excess of those required by this Agreement, including referral, incentive or merit bonuses; (xxvi) to effect technological changes in its equipment and operations, including automation, monitoring and infographics; (xxvii) to establish and require employee adherence to training and quality assurance programs and standards; and (xxviii) to sell, close, suspend or dispose of all or part of the Mann School of Pharmacy operations. The Employer' failure to exercise any right, prerogative, or function hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular

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

Any dispute arising regarding the exercise of any of the rights of the Employer enumerated, incorporated or otherwise covered by this Article is not subject to the grievance and arbitration provision of this Agreement. The foregoing shall not preclude a Union grievance or arbitration contesting whether the Employer's actions or inactions are within the reserved rights of this Article.

ARTICLE 5. **SENIORITY**

5.1 Seniority Defined.

5.1.1 How Calculated. The Employer will recognize seniority based on the Employee's "continuous service date" with any division or entity of the University of Southern California, as determined by the University to include the original date of hire as adjusted by any lapses in service and/or approved leaves of absence. An Employee's seniority will be interrupted if they suffer a loss of seniority under Section 5.2 below. Where seniority is a determining factor in any determination pursuant to this Agreement and where multiple Employees have identical seniority dates, a randomized and transparent selection process will be utilized.

5.2 Loss of Seniority. Seniority shall be lost by:

- 5.2.1. Termination for cause;
- 5.2.2. Failure to return from a leave of absence;
- 5.2.3. Resignation of employment;
- 5.2.4. Failure to report to work within three (3) working days after recall; and
- 5.2.5. Lay-off with no recall within twelve (12) months.

ARTICLE 6. **REDUCTIONS IN FORCE, LAYOFF AND RECALL**

6.1 Reduction in Force and Layoff.

The Employer, pursuant to the Management Rights provision of this Agreement, may permanently terminate the employment of any Employee or Employees ("layoffs") or otherwise implement a reduction in force, for reasons of economics or operations. Reduction in force language outlined in this Article will only apply to Full-Time and Part-Time Employees, except as otherwise specifically referenced.

Reduction in force shall be defined as the 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 Health Plan or Paid time Off Coverage is deemed to be a reduction in force.

In the event of a layoff or reduction in force, the Employer shall determine the classification and number of positions to be reduced. Reductions shall be conducted by 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 Section 6.1 of this Article.

6.1.1 Notice and Selection of Layoff or Reduction in Force.

The Employer agrees to give the Union and each Employee as much notice of a layoff or reduction in force as possible and shall provide such notice immediately upon the Employer's decision to implement a layoff or reduction in force which will affect bargaining unit Employees. In no event shall notice be given to the Union and each Employee less than twenty-one (21) days before any implementation of a layoff or reduction in force to provide the Union an opportunity to meet with the Employer and comment regarding the effects of such layoff or reduction in force. WARN notices shall be provided if required by State or Federal law.

In all cases of layoff, the Employer shall first offer an opportunity to volunteer for layoff and any such volunteers shall be eligible to receive full severance benefits. If there are not sufficient volunteers, seniority among regular Employees within the job classification shall govern, provided the Employees have substantially equal skills, ability, and qualifications. A senior Employee who is laid off may displace a less senior employee, provided the Employee has the skill and ability to perform the job with only orientation related training. In the event an Employee exercises their right to displace an Employee in a different, lower paid classification, they will assume the appropriate rate of pay for the new classification. Employees who are laid off and whose employment is terminated is entitled to full severance benefits.

6.2 Severance Benefits.

6.2.1. 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 Employer's standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the Employee's current base rate and partial years will not be prorated.

6.2.2. 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 six (6) weeks' severance pay and is returned in three (3) weeks would have three (3) weeks' less of severance pay in the future).

6.3 Recall.

For the twelve (12) months following an Employee's layoff, an affected Employee shall be recalled based on seniority within their job classification, provided the affected Employee responds to the notification of the Employer, which shall be a call to the Employee's last available phone number, with a confirmation e-mail sent to the last known e-mail address of the Employee, as filed with the Employer by the Employee, and to the Union by e-mail, and the Employee reports for duty within three days (3) days from time of dispatch of said notification to the affected Employee. The giving of the aforementioned notice shall fulfill the obligation of the Employer under this provision of this Agreement.

6.4 Application of Reduction in Force Procedure.

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

ARTICLE 7.
JOB VACANCIES, POSTING AND BIDDING

7.1 Posting of Vacancies.

7.1.1 Posting. Whenever there is an approved opening in a Bargaining Unit job classification that the Employer desires to fill, the Employer will post an announcement of such opening on the intranet for at least seven (7) calendar days. The posting will contain a brief description of the duties of the classification and the necessary qualifications for it, as well as status (i.e., Full-time, Part-time), and whether the days and hours are fixed or variable. This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled. Unfilled vacancies shall remain posted until filled or until the Employer no longer seeks to fill said vacancy or vacancies.

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

7.1.2 Applications. An Employee who has completed their probationary period may apply for a posted position.

Eligible Employees who are on an approved leave of absence or vacation may apply and be considered provided they are available for an interview within three (3) calendar days and they are able to perform the essential functions of the position, including being able to start the position within four (4) weeks of the date the Employee is awarded the position.

7.1.3 Filling the Opening. An applicant bidding must be fully qualified for the job established by the Employer and the Employer shall have the right to hire the most qualified applicant for any position. "Qualified" for this Article means the necessary competencies, skills, education, ability, certification, and/or credentialing needed to perform the duties of the position with only minimal orientation or training. Where qualification is equal among qualified applicants, preference among those bidding shall be given in the preference order below and within each preference order, seniority shall govern.

7.1.3.1 Full-Time and Part-Time Employees from within the bargaining unit, including Full-Time and Part-Time Employees on layoff, and previously laid off Employees who remain on the per diem list.

7.1.3.2 Per diem Employees from within the bargaining unit.

7.1.3.3 Other applicants.

In the case of a dispute between the Parties regarding an applicant's qualifications, the Union has the burden of establishing that the Employer's qualifications and/or judgment was unreasonable.

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

7.2 Applicability.

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

7.3 Evaluation Period After Promotion or Transfer.

Employees who are promoted to a new position or who transfer to another position through the posting process shall have orientation as necessary, and such Employees shall have a thirty (30) day evaluation period of their performance. If, at any time within the thirty (30) day period, the Employee fails to perform satisfactorily, such Employee shall be returned to their former position, provided that the position still exists; if the position no longer exists, such Employee will be returned to an open position comparable to the former position for which they are

Qualified and, if no such position is open, the Employee will be deemed on lay off and subject to recall.

ARTICLE 8.
DISCRIMINATION AND HARASSMENT PROTECTIONS

8.1 **No Discrimination.**

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

8.2 **No Harassment.**

8.2.1. The Employer and the Union are committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, gender identity, or any other legally protected characteristic.

8.2.2. The Employer will take all reasonable steps to protect any Employee who, in good faith, reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is substantiated, appropriate remedial steps will be taken in an effort to stop the harassment and prevent its recurrence.

8.3 **Equal Employment Opportunities.**

It is the continuing policy of the Employer that all persons shall be given equal employment opportunity, in accordance with existing local, State and Federal laws, on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, sex, age (40 years and over in the employment context), marital status, national origin, citizenship status, employment status, income status, shared ancestry and ethnic characteristics,

partnership status, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), disability, political belief or affiliation, domestic violence victim status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, and any other class of individuals protected from discrimination under federal, state, or local law, regulation, or ordinance. The Employer agrees to follow all applicable laws concerning equal employment opportunities.

8.4 Reasonable Accommodations.

The Employer shall comply with any and all laws calling for the reasonable accommodation of employees with disabilities, sincerely held religious beliefs or other protected classifications calling for accommodation under any applicable law.

8.5 Compliance, Disputes And Exclusive Remedy (Mandatory Employment Arbitration).

8.5.1 EEO Title IX Complaints and Investigations.

Any Employee who believes to have experienced unlawful harassment, discrimination, retaliation, or failure to accommodate, or to have been unfairly accused of engaging in discrimination or harassment, based on any of the protected classifications identified in Subsection 8.3 above, must make use of the complaint and 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 323.442.0994 or EEO-TIX at 213.740.5086.

Claims of unlawful harassment, discrimination, retaliation, or failure to accommodate under the University’s Policy on Prohibited Discrimination, Harassment and Retaliation will be referred to EEO-TIX and EEO-TIX will respond to or investigate complaints of discrimination, harassment, retaliation, or failure to accommodate under the Policy.

After EEO-TIX closes its review of the claims including any related processes and appeals, an Employee who wishes to further pursue such claims may only do so pursuant to either the final and binding arbitration process set forth under Article 13, Final and Binding Arbitration of Employment Disputes, or, for alleged contractual violations of this Agreement, the process under Article 12 Grievance and Arbitration, but not both.

ARTICLE 9.
UNION NON-DISCRIMINATION

There shall be no discrimination by the Employer 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 10.
UNION SECURITY

10.1 New Employee Notice.

The Employer shall inform each new Employee at the time of employment that the Employer recognizes the Union as the exclusive bargaining representative for their classification and that they are covered by this Agreement.

10.2 Union Membership as a Condition of Employment.

During the life of this Agreement, Employees 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 within the 31st day after commencement of employment or the effective date of this Agreement, whichever is later. To maintain membership in good standing, Employees are required to pay any initiation fees and periodic dues to the Union.

10.3 Failure To Make Required Payments.

The Union shall notify the Employer and the affected Employee in writing of an Employee's failure to comply with the provisions of this Article. The Union shall afford each such Employee fifteen (15) workdays after the Employee has been mailed such notice at their last known address in which to comply.

If said Employee does not comply with the provisions of this Article within the fifteen (15) workdays period following actual notice, the Employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

10.4 Deduction and Remittance of Union Initiation Fees and Dues.

Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Employer shall deduct from the pay of such Employee each calendar month a sum equal to the Employee's union initiation fees or monthly membership dues, uniformly required, and only so long as such Employee was employed by the Employer at the time such obligation became due. The Employer's deductions shall be made in accordance with its payroll practices and system requirements and the Union shall cooperate and provide any and all necessary information to enable the deductions.

On a monthly basis, the Employer shall remit to the Union the sums deducted, with payment being issued by the tenth (10th) of the month following the month in which the dues are deducted. Additionally, each month, the Employer shall include in the list of Employees provided under Article 2.5 Union Representation, Bargaining Unit Lists, the amounts remitted and deducted for the prior month.

10.5 Indemnification.

The Union shall indemnify and hold harmless the Employer and all persons acting on behalf of the Employer against any legal responsibilities, claims, demands or other forms of liability and costs whatsoever arising, directly or indirectly, from the Employer's compliance with this Article. This indemnification includes the cost of defending, including reasonable attorneys' fees, against any such actions or claims.

ARTICLE 11.
DISCHARGE AND DISCIPLINE

11.1 Disciplinary Rules.

The Union recognizes the right of the Employer to establish work rules pursuant to the terms of this Agreement. The Employer also reserves the right to add to, change, or modify work rules and procedures, as well as the consequences for failure to adhere to such rules and procedures, provided these rules and procedures are not in violation of Federal, State or local law, and do not otherwise conflict with the terms of this Agreement.

11.2 Just Cause.

It is mutually agreed that the right to maintain and issue discipline is vested exclusively with the Employer. The Employer may only discipline or discharge a non-probationary Employee for just cause. Any discipline or discharge of a non-probationary Employee may be subject to the grievance procedure in Article 12.

11.3 Disciplinary Levels and Progressive Discipline.

In issuing discipline, the Employer will evaluate and issue discipline at a level commensurate with the Employee's conduct, action, inaction, performance and/or history and consistent with its treatment of similarly situated Employees under similar circumstances. Disciplinary levels may include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment. Generally, unless circumstances warrant more severe actions, the Employer will attempt to utilize a system of progressive discipline.

11.4 Investigatory Suspension.

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

11.5 Probationary Employees.

An Employee will be on probation for the first ninety (90) calendar days and such period may be extended by the Employer for an additional ninety (90) calendar days upon written notice to the Employee and the Union. An Employee on probation may be discharged or disciplined without just cause, at any time at management's discretion. An Employee on probation who is disciplined or discharged shall not have access to the grievance procedure under Article 12 (Grievance and Arbitration Procedure) with respect to their discipline or discharge but may access the dispute resolution process of Article 13 (Final and Binding Arbitration of Employment Disputes).

11.6 Weingarten Rights.

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

ARTICLE 12.

GRIEVANCE AND ARBITRATION PROCEDURE (CONTRACTUAL DISPUTES)

12.1 Grievances Defined.

The Parties agree that, except for claims brought through the Final and Binding Arbitration of Employment Disputes process provided for in Article 13, the following process/procedures shall be the sole and exclusive forum for the adjudication of any and all claims related to this Agreement.

12.1.1 Grievance. For the purposes of this Agreement, a grievance is defined as any dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions.

12.1.2 Employee Grievance. An Employee grievance is a grievance filed by an individual Employee or the Union on behalf of any Employee.

12.1.3 Union Grievance. A Union grievance is a grievance filed by the Union on its own behalf.

12.1.4 Employer Grievance. An Employer grievance is a grievance filed by the Employer.

12.2 Grievance Procedure Steps.

A grievance, as defined in Section 12.1, may be filed by an individual Employee, the Union, and/or the Employer. If the Union files the grievance, the adversely affected Employee(s) shall be identified, however the Union may not maintain a grievance on behalf of an Employee(s) without the Employee(s)' continued consent.

A grievance shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step Two of this Grievance Procedure within fourteen (14) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the Employee or the Employer first became aware of, or reasonably should have become aware, of the circumstances giving rise to the grievance. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement with or without the presence of a Union Representative.

12.2.1. 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 with the Human Resources Manager. If an Employee is unable to resolve the possible grievance, they may file a written grievance at Step Two. Under no circumstance will the time to file a written grievance under Step Two be extended to accommodate the Step One meeting.

If the grievance is the result of a suspension or termination, or is filed by the Employer, the grievance may begin at Step Two.

12.2.2. Step Two. If a grievance cannot be resolved informally, it shall be reduced to writing. Any Employee covered by this Agreement and/or appropriate Union representative/steward shall present the written grievance to the Employer. To be timely and properly filed, a grievance alleging a violation of this Agreement must be presented in writing to the Human Resources Manager or their designee within fourteen (14) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union or the Employee first became aware, or reasonably should have become aware, of the circumstances giving rise to the grievance. Likewise, for Employer filed grievances, the Employer shall present a grievance to the Union within fourteen (14) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Employer first became aware, or reasonably should have become aware, of the circumstances giving rise to the grievance.

The written grievance document must:

12.2.2.1. Clearly indicate that the matter is a grievance;

- 12.2.2.2. identify the specific Article(s) and Section(s) of the Agreement alleged to be violated;
- 12.2.2.3. set forth the date, time and description of the Step 1 meeting, or when a Step 1 meeting was attempted;
- 12.2.2.4. set forth all factual grounds upon which the allegation is based, including the date of the alleged violation, and
- 12.2.2.5. each specific remedy or correction that is being sought from the Employer, provided, however, it is recognized that prior to advancing to Step 3 (filing for arbitration), the Union shall be permitted to modify any proposed remedy based on facts that emerge from the resulting grievance investigation.

The Employer will hold a meeting within ten (10) days after the filing of the grievance consisting of the Union representative/steward and/or the affected Employee(s) as well as the Employer or their designee to discuss the grievance. In the case of any Employee filed grievance, both the grievant and the Union representative/steward may be present at the meeting.

The party responding to the grievance shall give a written response to the filing party within ten (10) days after the meeting is held, provided, however, that failure to provide such response within ten (10) days shall not constitute an admission of the merits of any timely grievance, but merely shall result in the grievance automatically advancing to the next step.

- 12.2.3. Step Three. If the grievance is not resolved at Step Two, the party wishing to take the grievance to arbitration shall request a panel of arbitrators for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service ("FMCS") within fourteen (14) days of the responding party's decision. The request for arbitration must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this time period as a condition for processing the grievance up to and including arbitration. For selection of an arbitrator, the party filing for binding arbitration shall request a panel of seven (7) arbitrators. Each of the arbitrators shall have a principal business address located within the FMCS Metropolitan Area for the Facility and be a member of the National Academy of Arbitrators. Prior to striking the panel, if the Employer or the Union finds the panel to be unacceptable, a second panel may be requested. The Employer and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. The Parties shall complete the

alternating striking process within fourteen (14) days of receiving the panel from the FMCS.

12.3 Arbitration Procedures and Standards.

12.3.1. A hearing on the grievance shall be held at a time and place agreed to by the Parties and the arbitrator, at which the Employer and the Union shall present their respective positions, evidence and arguments. The sole Parties to the arbitration proceeding shall be the Employer and the Union. The Arbitrator's decision and award shall be rendered in writing within thirty (30) days of the close of the arbitration hearing or the filing of briefs, whichever is later, and shall be final and binding on the Parties and on all affected bargaining unit Employees to the extent that it is applicable.

12.3.2. The Arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof.

12.3.2.1. The jurisdiction of the Arbitrator is limited. The Arbitrator shall not have the power to add to, subtract from, amend or modify any of the terms of this Agreement, or engage in interest arbitration. For the avoidance of doubt, prohibited interest arbitration would include any process in which an employer and exclusive bargaining representative submit disputes concerning the terms to be newly included in a collective bargaining agreement for resolution, and/or settle the terms of a contract dispute concerning which provisions will be newly included in a collective bargaining agreement.

12.3.2.2. The Arbitrator shall have the authority only to apply applicable law and decide disputes concerning claims identified and the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step Two grievance document to the facts of the particular grievance presented to them and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator may not issue any award which provides any monetary remedy which includes any time before fourteen (14) days before the grievance was filed.

12.3.3. 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. Additionally, to the extent any claims are brought and maintained in any other forum, including but not limited to the NLRB or any private right of action, and not dismissed within ten (10) days' notice, it is understood and agreed that such claims may not also be pursued through this grievance and arbitration process and the responding party to any such grievance shall be entitled to consider the grievance dismissed with prejudice.

- 12.3.4. Time is of the essence and grievances on the part of either party, which are not timely in accordance with any of the conditions set forth in the procedures of this Article shall be waived for all purposes, however, time limits as set forth above may be extended by mutual consent of the Parties in writing. A waiver of the time limitations by either the Employer or the Union in one or more instances are not precedent setting and shall not be considered by an arbitrator in determining arbitrability when raised in a future matter.
- 12.3.5. Should the Union want Employee(s) to be witnesses at any arbitration hearing, the Union shall provide at least two weeks' notice to the Employer. The Union's Employee witness(es) will not be compensated by the Employer for their time spent at any arbitration hearing. The Employer may stagger the release of Employee (s) so as to not interfere with operations.
- 12.3.6. No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing.
- 12.3.7. The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, the costs of the court reporter and the costs of any meeting location shall be borne equally by the Parties.
- 12.3.8. It is expressly agreed by and between the Parties that should the Union, its officers, representatives, agents, members or any Employee(s) covered by this Agreement engage in any action in violation of the Article 29 Work Stoppage provisions, the Employer shall not be required or in any way be obligated to comply with Article 12 - Grievance and Arbitration until such time as the actions cease.
- 12.3.9. For purposes of computing time under any of the provisions of this Article, "days" shall mean calendar days, including weekend days and holidays.

12.4 Arbitrability.

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 Employer and the Union. No request for extension may be considered unless submitted before the expiration of the applicable time limit. If either party fails to respond to a grievance within the applicable time limits, (including any extensions) the grievance may be advanced immediately to the next step. In the event of a dispute over whether any party has failed to adhere to any timing or formal requirements of this Article, the other party may insist upon bifurcation of the arbitration with one arbitrator determining whether the grievance is arbitrable and a different arbitrator, if necessary, issuing an award on the merits. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the Arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the

grievance is arbitrable, a new Arbitrator shall be selected to consider the merits of the grievance. The selection of the merits Arbitrator may be selected and scheduled pending the results of the procedural arbitration provided that any scheduled merits arbitration may not take place for at least forty-five (45) days following the decision of the procedural arbitration.

ARTICLE 13.

FINAL AND BINDING ARBITRATION OF EMPLOYMENT DISPUTES.

Any and all claims by an Employee related to the Employee's employment or termination of employment, including but not limited to claims for: wrongful termination; breach of any contract other than provisions of the other Articles of this Agreement; breach of any duty owed to an Employee by the Employer or to the Employer by an Employee; disclosure of trade secrets or proprietary information; improper use of Employer property or equipment; personal, physical or emotional injury; fraud, defamation, or any other tort claims; wages or other compensation due; penalties; reimbursement of expenses; discrimination or harassment, including but not limited to discrimination or harassment based on race, sex, pregnancy, religion, national origin, age, marital status, disability, medical condition, genetic characteristics, gender identity, sexual orientation, or any other protected characteristic; retaliation; and violation of any constitution, statute, ordinance or regulation, including but not limited to those that allege the Employer or Union violated any of the provisions of this Article or any statute related to their employment or otherwise discriminated, refused to accommodate, or otherwise failed to comply with any similar law, rule or regulation, including but not limited to the U.S. and California Constitutions, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Pregnancy Leave Law, the California Business & Professions Code, the California Civil Code, the California Health & Safety Code, the California Government Code, the California Labor Code and any applicable Wage Orders or other regulations related to the provisions of the California Labor Code, shall be subject to a final and binding arbitration as specified in this Article as the sole and exclusive forum for the adjudication of any and all such claims, except for claims brought to arbitration under Article 12, Grievance and Arbitration, however, an Employee may not pursue both a grievance under Article 12, and a claim under this Article.

Claims shall be brought by the affected Employee on an individual (non-class/non-representative) basis (with or without the assistance of private counsel of the Employee's choosing).

For non-contractual claims, Arbitrators shall have the authority to order adequate discovery consistent with the expedited nature of arbitration and shall apply appropriate law, including but not limited to, the applicable statute of limitations (except that where permitted by applicable law the grievance filing timelines shall apply) and all available remedies (including reinstatement, actual damages, punitive damages and attorneys' fees as applicable), in rendering decisions based upon such claims.

Nothing herein shall prevent an Employee from filing for unemployment or worker's compensation benefits or from filing a charge or complaint with the Equal Employment Opportunity Commission, the California Civil Rights Department, the California Division of

Labor Standards Enforcement, the National Labor Relations Board or any other similar administrative agency.

Should the Employer have any claim against an Employee related to their employment with the Employer, such claims must also proceed through arbitration as described in this Article as the sole and exclusive forum for the adjudication of any and all such claims. The Union shall have the right, but shall not be required, to intervene in any such proceedings, whether initiated by an Employee or the Employer.

Whether or not the Union intervenes, an Employee's claims, including claims filed against officers, directors, supervisors, employees or other agents of the Employer related to the Employee's employment, shall be asserted through a final and binding neutral arbitration administered by JAMS as the sole and exclusive forum. Such actions shall be initiated by filing a timely written notice of claim(s) with JAMS that identifies and describes the factual and legal basis for such claim(s). Such claim(s) shall be on a non-class and non-representative basis, however, Employees may join together in concert with other Employees and consolidate in arbitration any claims of alleged violations of law with other Employees' claims, so long as (1) each Employee individually consents to consolidate their claims in writing prior to initiating consolidation; (2) each of the Employees' claims to be consolidated are timely filed; and (3) each of the Employees' claims to be consolidated are "related," meaning for purposes of this Agreement that the claims arise from the same or substantially identical incidents or events requiring the determination of the same or substantially identical questions of law or fact. Similarly, the Employer may also elect to consolidate an Employee's claim(s) with other Employees' "related" claim(s). The party who initiates a claim subject to this Article must initiate a consolidation of claims within sixty (60) days of the date of the earliest filed related claim. The party who responds to a claim subject to this Article must initiate a consolidation of claims within sixty (60) days of the date of the most recently filed related claim.

JAMS shall administer a final and binding arbitration in accordance with this Agreement, the Federal Arbitration Act, California law and the JAMS Employment Arbitration Rules & Procedures for employment arbitrations. JAMS rules are available online at <http://www.jamsadr.com/rules-employment-arbitration>. An Employee may also obtain information regarding these procedures by calling the Employer or JAMS at (310) 392-3044 with any questions about the arbitration process. An Employee shall have the right, but shall not be required, to hire/engage a private attorney to represent them. The Employee shall pay their own expenses, including attorneys' fees; however, if specified by applicable law, the Employer shall pay all administrative costs and fees that the Employee would not otherwise have been subject to paying if the claim had been resolved in a court of law.

Any arbitration not involving the Union shall be on a non-precedential basis with respect to any interpretations of this Agreement. If the claims being brought by an Employee are related solely to contractual claims under this Agreement related to provisions other than this Article 13, then the Employee must file a Grievance under Article 12 and the procedures of that Article will be controlling.

Any dispute regarding the applicability, scope or interpretation of this Article shall be determined by the Arbitrator selected through JAMS who shall have the authority to determine such issues.

ARTICLE 14.
HOURS OF WORK, OVERTIME AND SCHEDULING

14.1 State and Federal Wage and Hour Laws.

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

14.2 Workday and Workweek.

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

14.2.2. A workweek is defined as the seven (7) calendar day period that starts at 12:00 midnight on Thursday and ends at 11:59 p.m. the following Wednesday.

14.2.3. It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Employer to comply with such laws so long as such changes are not designed to evade the overtime requirements.

14.2.4. Nothing herein shall be deemed or construed to change the Employer's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for purposes of calculating for overtime compensation.

14.3 Payroll Period.

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

14.4 Overtime.

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

The Employer shall make every reasonable effort to avoid mandatory overtime. In cases where mandatory overtime is required, volunteers will first be solicited. In the event there are not sufficient bargaining unit volunteers, the Employer shall have the ability to cover the work with currently available qualified non-Bargaining Unit workers assigned to the facility. If there are insufficient volunteers or coverage, the Employer may assign Employees to work the necessary overtime, with such assignment being made first to available per diem and Part-Time Employees before assigning Full-Time Employees.

14.4.2. An Employee working any hours that would require the payment of overtime must verbally notify their supervisor of the situation prior to leaving at the end of the shift.

14.4.3. The Employer will not cancel an Employee's regularly scheduled shifts to avoid paying overtime premium pay.

14.5 Shifts.

14.5.1. "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 (1 1/2) 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.

14.5.2. Regular Rate. For the purpose of computing overtime pay, the regular rate of pay shall be calculated in accordance with the Fair Labor Standards Act, as amended.

14.5.3. Split Shift. The Employer will not split shifts once an Employee has reported to work.

14.6 Work Schedules and Posting.

14.6.1. The Employer will maintain regularly scheduled hours. Such schedules will cover a minimum period of four (4) weeks. Work schedules will be posted fourteen (14) days in advance of their commencement dates. For those employees whose schedules are fixed, they will be exempt from this requirement. For those employees whose schedules vary from week to week, this fourteen-day (14) day minimum posting applies.

14.6.2. Once posted, changes to the regular schedule will be made only by agreement between the Employee and the Employer. An Employee requesting a change to the approved schedule must submit the request in writing, as prescribed by the Employer, as soon as they are aware of the need for a schedule change. If the schedule change is approved, the Employee will update their work hours in the timekeeping system (e.g., Workday).

14.6.3. In cases of emergencies (such as natural disasters, fire, floods, structural collapse, bomb threats, hazardous material spills, broken pipes, utility outages, gas leaks, shut downs, or any other event that might compromise patient safety or service) or an unexpected staffing issue due to an Employee separating without notice or unplanned absences, the Employer may institute temporary schedule changes upon written notice to the impacted Employee(s). The Employer shall make every reasonable effort to avoid such temporary schedule changes. In cases where temporary schedule

changes are required, volunteers will first be solicited. Once the emergency has ended, impacted Employees shall be returned to their posted schedule.

- 14.6.4. A regularly scheduled employee may trade a shift or workday (including Holiday shifts) with another regularly scheduled employee in the same classification provided they have substantially equal competencies and an ability to handle the responsibilities of the shift without any additional training. An employee seeking to trade any shift or workday must submit the request in writing, as prescribed by the Employer, at least forty-eight (48) hours in advance of the trade, except in emergency situations. If the schedule change is approved, the Employees must update their work hours in the timekeeping system. A shift trade will not be approved if it would increase overtime or other costs for the Employer.

14.7 Weekend Scheduling.

- 14.7.1. All Employees will be required to work weekend hours on a rotational basis within their classification, with the rotation disseminated to all Employees in advance. The rotation shall continue based on the process currently in effect. Nothing herein shall preclude an Employee from volunteering to be scheduled for additional weekend shifts, however, whether such additional scheduled shifts are scheduled shall remain in the discretion of the Employer.
- 14.7.2. An Employee may request to share their weekend shift with another Employee with substantially equal competencies. Approval of such requests will be at the discretion of the Employer and will not be unreasonably withheld, except that an Employee's request will not be approved if it would increase overtime premium costs for the Employer.
- 14.7.3. A weekend means Saturday and Sunday.
- 14.7.4. The Employer will notify the Union no less than thirty (30) days of its intent to change and/or add additional weekend scheduling to the work schedule. If the Union requests, the Employer will meet with the Union steward and Union representative within this thirty (30) day period to discuss minimizing the impact of the new schedule as established, as well as the establishment of an equitable rotation within each classification; the default for which shall be based on seniority. None of the foregoing shall affect the Employer's ability to make any changes or exercise any rights provided for in Article 4 (Management Rights).
- 14.7.5. An Employee who, according to the published rotation, is designated to work on a weekend day shall be afforded the option to only be scheduled for five (5) days in that same workweek, provided that the Employee notifies the Employer prior to the publishing of the schedule. Likewise, the Employer may determine that an Employee designated to work a weekend

day will only be scheduled for five (5) working days in that workweek through the posting of the scheduled provided for in Section 14.6.1, above.

14.8 Call-In Procedure.

An Employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to the Pharmacy Director or their designee as soon as they know the absence will occur, according to the call-in procedure set forth by the Pharmacy Director. Unless unable to do so due to an emergency, an Employee must call in at least one (1) hour prior to the commencement of their shift start time. Compliance with this call-in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

14.9 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.

14.10 No Pyramiding.

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

ARTICLE 15.
FLOATING

Floating is defined as the temporary reassignment of an Employee within the Bargaining Unit to a pharmacy location other than the Facility. The Employer will make best efforts to avoid floating. If an Employee is to be floated, the Employer shall first call for volunteers among qualified Employees. If there are not sufficient volunteers, then the Employer may require qualified Employees to float.

ARTICLE 16.
MEAL AND REST PERIODS

- 16.1. The Employer will continue to 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.
- 16.2. Department schedules are prepared so as to allow Employees to take meal and rest periods. Employees shall not be required to seek additional authorization to take their previously scheduled meal and rest breaks. 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.
- 16.3. Employees are required to take all meal and rest periods as scheduled and may not miss a meal or rest period without the express authorization of their supervisor. An Employee will notify their supervisor in advance if they are unable to leave the

workstation for a meal period. If patient safety requirements prevent the Employee(s) from obtaining prior authorization, the Employee(s) must notify the supervisor as soon as the patient safety issue has been resolved. 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.

- 16.4 If an Employee believes they were not provided a meal or rest period, or their meal or rest period was interrupted due to the Employer's operations, they must provide an explanation as to why the meal or rest period was missed. Pursuant to the Industrial Welfare Commission Wage Order, the Employee will be provided a premium payment equal to one hour of pay at their base rate of pay for each day in which they were unable to take their meal or rest periods. The Employer shall promptly pay any premium payment due under this Section. In the event an Employee does not receive a penalty payment or otherwise has a dispute related to this Section, such dispute shall be resolved exclusively through the grievance and arbitration procedures under Article 12, or through an individual claim to the California Division of Labor Standards Enforcement (DLSE), provided that any single adjudication by either an arbitrator or the DLSE shall be final and binding as the means for addressing any disputed penalty payment or other dispute related to this Section. Employees who report missed meal or rest periods due to inability to leave the workstation or Employer interference shall not be subject to discipline in retaliation for such reporting missed meal or rest periods.

ARTICLE 17.

TIME OFF AND HOLIDAYS

17.1 Vacation.

Bargaining unit Employees will be eligible for Vacation on the same basis as non-bargaining unit employees, as such benefits may be amended from time to time. For illustrative purposes only, Employees are currently eligible for the following vacation benefits:

- 17.1.1 Date of hire through fourth (4th) year of continuous service, a benefits-eligible employee shall accrue at the rate of one (1) working day per month = twelve (12) working days per year. Such employees hired on or before December 31, 2025 may accrue a maximum of twenty-four (24) working days and such employees hired on or after January 1, 2026 may accrue a maximum of eighteen (18) working days (applies through the first four (4) years of cumulative service);
- 17.1.2 At the start of the fifth (5th) through ninth (9th) year of continuous service, a benefits-eligible employee shall accrue at the rate of one and one-half (1.5) working days per month = eighteen (18) working days per year. Such employees hired on or before December 31, 2025 may accrue a maximum of thirty-six (36) working days and such employees hired on or after January

1, 2026 may accrue a maximum of twenty-seven (27) working days (applies after four (4) years through the first nine (9) years of cumulative service);

- 17.1.3 At the start of ten (10) or more years of continuous service, a benefits-eligible employee shall accrue at the rate of two (2) working days per month = twenty-four (24) working days per year. Such employees hired on or before December 31, 2025 may accrue to a maximum of forty-eight (48) working days and such employees hired on or after January 1, 2026 may accrue a maximum of thirty-six (36) working days (applies after nine (9) years of cumulative service).

For Employees working less than 100%, the rate of accrual will be prorated based on the percentage of time worked. If a new Employee begins work other than on the first day of a pay period, the Employee will earn a prorated vacation accrual for the first pay period.

Accrual will cease when the maximum is reached and will resume when vacation accruals fall below the maximum. Vacation accruals will not be earned during unpaid leaves of absence, regardless of reason, including, but not limited to Medical Leave (inclusive of employees paid by Disability or Workers' Compensation benefits), Pregnancy-Related Medical Leave, Family and Medical Leave Act, California Family Rights Act, Military Leave, and Personal Leave. Employees may not use vacation accruals before they are earned and may not carry a negative vacation accrual balance.

Payment for unused accrued vacation time is made only upon termination from the Employer. Vacation payout shall be based on the Employee's base hourly rate at the time of termination.

17.2 Paid Sick Leave.

Bargaining unit Employees will continue to be eligible for paid sick leave on the same basis as non-bargaining unit employees, as such benefits may be amended from time to time, and as required by law.

17.3 Holiday.

Bargaining unit Employees will be eligible for holiday pay on the same basis as non-bargaining unit employees, as such benefits may be amended from time to time. For illustrative purposes only, Employees are currently eligible for the following holiday benefits:

- 17.3.1. Recognized holidays are listed at <https://employees.usc.edu/university-holidays/>.

- 17.3.2. Any holiday which falls on a Saturday or Sunday may be observed on either the preceding Friday or the following Monday, at the Employer's option.

- 17.3.3. Holiday pay for eligible Employees for holidays not worked shall be the number of hours the Employee is regularly scheduled to work and paid at the Employee's base hourly rate pay.
- 17.3.4. Eligible Employees who work on a holiday shall be paid, in addition to such holiday pay, at the Employee's base rate for all time worked on the holiday.
- 17.3.5. To be eligible for holiday benefits, an Employee must: (i) have earnings in the same workweek; and (ii) have worked the Employee's last scheduled shift prior to, and the Employee's next scheduled shift following the holiday, or have been on vacation or previously authorized absence unless the Employee's failure to do so is the result of a verified medical emergency or a death in the family.
- 17.3.6. An Employee who is scheduled to work on a holiday and fails to work as scheduled shall not be eligible for holiday pay unless the Employee's failure to do so is the result of a serious medical emergency or a death in the family.
- 17.3.7. An Employee shall not be eligible for holiday pay with respect to holidays which fall during any unpaid leave of absence or unpaid sick leave.

17.4 Winter Recess.

Bargaining unit Employees will be eligible for winter recess benefits on the same basis as non-bargaining unit employees, as such benefits may be amended from time to time.

ARTICLE 18.
VACATION SCHEDULING

- 18.1. All vacation requests shall be subject to patient care needs and operational necessity.
- 18.2. Annual Vacation Scheduling. Employees wishing to schedule vacation for the following year shall submit their preferences prior to November 10th of each year. Prior to January first (1st), the Employer 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 accessible to all Employees.
 - 18.2.1 Annual Vacation Requests. Annual vacation requests will be granted, subject to patient care and operational necessity, at times most desired by Employees, subject to seniority as described in the paragraph below.

Where two 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. 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.

- 18.3. Ad Hoc Vacation Requests. In addition to the annual vacation scheduling, Employees may request vacation on an ad hoc basis, and such requests will be considered, at any time of the year. Requests received after the annual vacation scheduling period above shall be granted, subject to patient care and operational necessity, on a first come, first served basis, except that in the case of competing requests submitted on the same calendar day, the request shall be granted by seniority.

18.3.1. The Employer will notify an Employee in writing of approval or denial of ad hoc vacation requests submitted after the annual vacation scheduling period above, as soon as possible, but no later than two (2) weeks after receipt of said request.

- 18.4. Employees granted vacation time must have and use available accrued vacation. An Employee who at least two (2) weeks prior to the commencement of a scheduled vacation, has or is reasonably expected to accrue sufficient vacation to cover the scheduled vacation by the vacation start date, but whose vacation bank is reduced due to other approved time off before the beginning of their vacation will be granted non-paid vacation time as needed, not to exceed two (2) weeks, subject to operational necessity.

However, 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, after meeting with their immediate manager, have any previously approved vacation adjusted to the amount of time off reasonably expected to be available at the start of their vacation.

Provided the Employee has sufficient vacation time accrued, vacation requests granted by the Employer may only be modified upon mutual agreement between the Employer and the Employee.

- 18.5. When requesting vacation, an Employee may request fewer than five (5) workdays at a time or that the vacation start on any day of the week. The total amount of vacation earned in any given year may be taken in one (1) consecutive period, or vacation periods may be split at the request of the Employee.

ARTICLE 19.
COMPENSATION

19.1 Classification Pay Scale.

During each year of this Agreement, Employees shall be paid within the wage bands applicable to their respective classifications; however, nothing shall preclude an Employee from attaining their Maximum rate within the applicable wage base, as set forth below:

19.1.1 Effective upon ratification, the following wage bands shall apply:

Position	Wage Bands	
	Minimum*	Maximum
Retail Assistant	\$23.00	\$23.00
Material Handler II	\$23.00	\$27.00
Pharmacy Technician	\$25.00	\$29.00
Prior Authorization Technician/Customer Service Representative	\$25.00	\$29.00

19.1.2 Effective July 2028, the following wage bands shall apply:

Position	Wage Bands	
	Minimum*	Maximum
Retail Assistant	\$25.00	\$25.00
Material Handler II	\$25.00	\$27.50
Pharmacy Technician	\$26.00	\$31.00
Prior Authorization Technician/Customer Service Representative	\$26.00	\$31.00

19.2 Annual Performance Review.

The Employer shall establish an Annual Performance Review for Employees covered by the Agreement. Each year, the Employer will provide an Annual Performance Review covering the prior year through December 31st ("Annual Performance Review Period"). Within one hundred fifty (150) days of the specified Annual Performance Review Period, the Employees shall receive their Annual Performance Review. Such Review shall be conducted solely by the Employer pursuant to its procedures which it may change from time to time in its sole discretion.

Any Employee who receives less than 3.00 on their overall Annual Performance Rating, shall be put on a ninety (90) day performance improvement plan. At the conclusion of the ninety (90) days, the Employee will receive a Performance Revaluation and if at that time the Employee has improved to at least 3.00 (Meets Expectations) the Employee will be eligible for any applicable increase which may be provided for below in Subsection 19.3 of this Article, to be effective on the latter

of the date provided for in Section C or the first full pay period following their Performance Revaluation. An employee who receives less than 3.00 on their Performance Revaluation shall be separated from employment.

19.3 Employee Base Hourly Pay Rate Increases.

19.3.1. Ratification Pay Increase. Effective the second full pay period following ratification, all Employees will receive an increase to their current base hourly pay rate to the greater of either four percent (4.0%) or to the applicable Minimum Wage Band Rate reflected in Section 19.1. above.

19.3.2. July 2027 and July 2028 Increases. Effective the first full pay periods of July 2027 and July 2028, all Employees who have been employed for at least six (6) months prior to any increase date specified in the chart below shall be eligible for a Performance Based Pay Increase to their Base Hourly Pay Rate based on their prior Annual Performance Review's overall Performance Rating, as follows:

OVERALL CALCULATED PERFORMANCE RATING	INCREASE DATE: July 1, 2027 (pay period)	INCREASE DATE: July 1, 2027 (pay period)
Employee on a Final Written Warning	0%	0%
3.0-3.99	2.5%	2.5%
4.0 - 4.99	3.0%	3.0%
5.0	3.5%	3.5%

Any Performance Based Pay Increase will be based on the Employee's Base Hourly Pay Rate effective the December 31st preceding the date of the Performance Based Pay Increase. For the avoidance of doubt, in the event an Employee receives an intervening or is concurrently entitled to a Base Hourly Pay Increase as a result of a Health Care Minimum Wage or Minimum Wage Band Rate adjustment, the amount of that intervening or concurrent increase will offset that and any subsequent Performance Based Pay Increase until exhausted.

Notwithstanding the above, if the School of Pharmacy does not provide non-represented hourly non-exempt employees with merit-based increases during calendar year 2027, bargaining unit Employees will not receive an increase in 2027. Likewise, if the School of Pharmacy does not provide non-represented hourly non-exempt employees with merit-based increases during calendar year 2028, bargaining unit Employees will not receive an increase in 2028.

Provided increases are triggered and applicable, Employees meeting expectations in their Annual Performance Review shall be entitled to a

Performance Based Increase up to the Maximum for the wage band of the Employee's position. No Employee shall receive an increase in base hourly rate of pay in excess of the Maximum for the wage band of the Employee's current job classification.

However, any Employee who does not receive the full percentage increase provided for above (based on their Performance), shall be entitled to receive a lump sum bonus so that the total amount received (in combining any base rate of pay increase and lump sum bonus) would equal the applicable percentage provided for in the chart above. Any such lump sums shall be calculated by multiplying the Employee's prior (evaluation) year's total earnings by the lump sum percentage.

Employees will receive all Performance Based Pay Increases beginning on the first usual pay period after the increase date provided in the chart above.

19.4 New Hires.

New hires will be placed at the appropriate base rate of pay within the wage band for their job classification.

The Employer shall not hire new Employees at a starting base rate of pay higher than that of the highest paid bargaining unit Employee in the same classification who has the same or similar experience at the Employer.

19.5 Transfer or Promotion to New Classification.

Transfers or promotions to a new classification will be placed within the wage band corresponding to their current job classification.

19.6 Modification of Practices.

There shall be no individual bargaining with Employees over wages, hours and working conditions. Where the Agreement explicitly allows Employee agreement, it shall not be coercive.

19.7 Minimum Rates.

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

Additionally, notwithstanding their length of employment or their overall Performance Rating, all employees whose current wage rate is lower than the minimum rate for their classification's wage band shall receive an increase to at least the applicable minimum rate.

19.8 Upon Expiration.

No wage or benefit increases will be provided following the expiration of this Agreement, except as may be established as a result of future bargaining or as

required by law. The purpose of this language is to preclude any claim that this Agreement establishes a pattern of increases in wages or other benefits that continues automatically after the Agreement expires.

19.9 Economic Impact Reopener.

In the event that any federal, state or local law or regulation is enacted or amended after the effective date of this Agreement which imposes new and greater economic mandates in terms of the provision of minimum wages (including overtime or premium pay) or required health, retirement or other benefits which are expected to exceed \$1,000 per Full-Time employee per year, the Parties agree to meet and confer with the purpose of discussing modifications to the Agreement designed to mitigate and balance the impacts of such new mandate. Likewise, in the event that SB 525 is clarified, revised or rescinded in a manner which reduces the applicable minimum wage requirements and alters the applicable market for the classifications covered by this Agreement, the Parties agree to meet and confer for the purpose of discussing modifications to the Agreement designed to address such market adjustments. Upon any impasse in any negotiations called for by this Section, the Employer shall be entitled to implement its final proposal in such negotiations. Such implementation shall not be a breach of this Agreement, however, notwithstanding the Work Disruption provisions of this Agreement, the Union may, for the limited purpose of responding to that implementation, engage in any concerted activity otherwise protected by the National Labor Relations Act.

ARTICLE 20.
LEAVES OF ABSENCE

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

Employees in the bargaining unit will be eligible to continue to receive all University statutory leaves and time off on the same basis as non-bargaining unit employees/staff of the University. Employees in the bargaining unit will also be eligible for all of the non-statutory leaves the University offers to non-bargaining unit employees of the University.

It is understood that the Employer may alter, modify, substitute, or terminate any of these leaves referenced in this Article during the term of this Agreement and nothing in this Agreement shall limit the Employer's right to do so as long as the change(s) also govern(s) all other unrepresented employees.

Information on these leaves and information on additional University provided leaves are specified in the University's policies on Time Off and Leaves.

ARTICLE 21.
HEALTH AND SAFETY

21.1 General.

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

21.1.1 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 Employer and the Employer shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Employer of any potential health and safety hazards, violations, or problems of which it is aware and the Employer shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any Employee for reporting, in good faith, health and safety concerns to the Employer or to the Union or to federal or state authorities.

Given the time sensitivity to these type(s) of concerns, the Employer and the Union agree to promptly meet and in good faith attempt to internally resolve any concerns related to any of the subjects in this Article. Either party may request an FMCS Mediator to facilitate a resolution and all Parties agree they will continue to attempt to resolve the concerns internally, and without resort to taking any issue public or to any federal or state authorities or regulatory agency until at least fourteen (14) days after the first in-person mediation session with an FMCS Mediator.

Nothing in this Article shall prevent individual Employees from exercising their rights with regard to communicating with federal or state authorities or regulatory agencies.

21.1.2 In-Service.

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

21.1.3 Personal Protective Equipment.

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

21.2 Communicable Diseases.

21.2.1. The Employer will work to eliminate or minimize Employee exposure to communicable diseases. The Employees shall work collaboratively with management to achieve this goal.

21.2.2. The Employer shall provide appropriate and relevant information and training to Employees regarding communicable diseases to which they may have routine workplace exposure. The Employer shall make appropriate vaccinations available to employees who are at risk of exposure to infectious agents.

21.2.2.1. In addition, notwithstanding that it is generally not applicable to the retail pharmacy, the Hepatitis B vaccine shall be made available free of charge at an Employee's request.

21.2.3. The Employer will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the employee.

21.3 Workplace Violence.

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

21.4 Counseling.

The Employer will make available the resources of the University WorkWell Center to Bargaining Unit Employees under the same terms and conditions as non-union employees.

21.5 Physical Examinations.

21.5.1. All physical examinations required of an Employee in connection with their Employment, according to the practice of the Employer, shall be given without charge, provided such examination is conducted by an Employer-designated physician, nurse practitioner, or designated registered nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Employer, Title XXII, or the Department of Health Services. All time spent by an Employee in such physical examination(s) will be considered hours worked regardless of whether it occurs during the Employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.

21.5.2. An examination conducted by any other physician, nurse practitioner or designated health care provider may be acceptable at the Employer's option

for purposes of compliance with state law, but in these cases the Employer shall have no financial obligation for such examination(s). The amount of time that would have been spent in having the Employer-designated physician or employee registered nurse perform the examination(s) shall be considered as hours worked.

21.6 Security.

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

21.7 Injury Prevention.

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

ARTICLE 22.
HEALTH AND RETIREMENT BENEFITS

22.1 Health Insurance.

Employees in the bargaining unit shall be eligible to participate in designated USC healthcare plans, including medical, dental, and vision, on the same terms and conditions as offered to its non-bargaining unit employees, as such plans may be amended from time to time. Eligibility to participate in the plan(s) and the specific benefits available under the plan(s) shall be determined by the terms of the plan documents.

22.2 Disability and Life Insurance.

22.2.1. Employees will continue to be eligible for the Life and AD&D Insurance under the same terms and conditions as provided to non-bargaining unit employees, as such plan may be amended from time to time.

22.2.2. Disability Insurance will be offered on the same terms and conditions as offered to other non-bargaining unit employees. Such plans may be changed, modified, terminated or amended as long as such revisions are applicable University wide.

22.3 Retirement.

22.3.1. Retirement Plan. Employees covered under this Agreement shall be covered under the USC Retirement Savings Program (defined contribution) on the same terms and conditions as those offered to its non-bargaining unit employees. Eligibility to participate in the plan and the specific benefits available under the plan shall be determined by the terms of the plan documents.

- 22.3.2. The University may alter, modify, or substitute, its retirement plan during the term of this Agreement and nothing in this Agreement shall limit the University's right to do so as long as the change(s) also govern(s) all other employees of the University who are enrolled in the same plan.

ARTICLE 23.
EDUCATION BENEFITS

Bargaining unit Employees will be eligible for education benefits, including tuition reimbursement and tuition assistance, on the same basis as non-bargaining unit employees as such benefits may be amended from time to time.

ARTICLE 24.
PARKING

Bargaining unit Employees will be provided parking privileges on the same basis as other non-exempt hourly non-bargaining unit employees employed at the USC Alfred E. Mann School of Pharmacy and Pharmaceutical Sciences, as such privileges may be amended from time to time.

ARTICLE 25.
PERSONNEL FILES

- 25.1. An Employee shall have access to their personnel records pursuant to this Article as follows:
- 25.1.1 An Employee shall request in writing to access and inspect by filling out a Personnel File Request Form available in the Human Resources Department.
- 25.1.2 Within thirty (30) calendar days of receipt of the completed Personnel File Request Form, Human Resources will provide the Employee access to inspect the Employee's Human Resources Personnel File in one of the following manners, as designated by the Employee:
- 25.1.2.1 Personal review by the Employee by scheduling a mutually convenient, reasonable meeting; or
- 25.1.2.2 Review by a Union Representative by scheduling a mutually convenient, reasonable meeting.
- 25.1.3 Upon request and following inspection, an Employee shall be provided a copy of identified pages of their Human Resources Personnel File bearing their signature. The request for these copies must be made in writing to the Employer's Human Resources Manager or their designee. Copies of these documents shall be provided to the Employee as soon as practical and at a charge to the requesting Employee.

- 25.2. An Employee may access such files once a year, except that any Employee who is disciplined may access such file within fourteen (14) days of such discipline. Additionally, notwithstanding the above, nothing in this Article shall operate to prohibit the Union from, with the consent of the grievant, requesting relevant and appropriate access to a grievant's Personnel File in conjunction with a pending grievance or arbitration.
- 25.3. Notices of discipline shall not be placed in the Employee's personnel file without the knowledge of the Employee. Prior discipline in an Employee's personnel file shall only be utilized consistent with the principles of just cause.
- 25.4. If the Employee refuses to sign a disciplinary notice, the manager will indicate that the Employee refused to sign before inserting such discipline in the Employee's personnel file. An Employee may refuse to sign any notice of discipline and may indicate such on the notice. The Employee shall be provided a copy of the discipline regardless of their refusal of signature.
- 25.5. An Employee shall have the right to insert in their personnel file reasonable supplementary material and a written response to any item in the file. Responses shall remain attached to the material it supplements for as long as the material remains in the file.

ARTICLE 26.

BARGAINING UNIT WORK

26.1 **Bargaining Unit Work.**

The Employer recognizes the core functions of the Employee classifications delineated as "Included" and recognized pursuant to Article 1 "Recognition" as work falling within the jurisdiction of the Union and covered by this Agreement. These customary duties shall be considered Bargaining Unit Work and the Employer shall not bargain collectively with any other labor organization with respect to said Bargaining Unit. It is the Employer's intent to employ Employees at tasks usual to the responsibilities and tasks of employees employed by other similar employers. This intent, however, shall not be construed to limit the Employer's management rights.

26.2 **Bargaining Unit Classifications.**

In order to ensure safe and efficient operations, the Employer has and will retain the right and power to: establish/define/change/modify job classifications, job descriptions, job positions, job specifications, job duties, training and qualification programs, and/or determine the minimum qualifications necessary to maintain employment. Upon request to the Employer's Human Resources Manager or designee, the Employer shall provide the Union with any existing job descriptions and/or individual position descriptions, for covered Employees. It is recognized that changes to job titles and duties may be necessary. In the event that the Employer establishes a new classification within the Bargaining Unit or changes job titles, job

descriptions, job duties, job assignments, etc. for current classifications, it will send to the Union a copy of the job description(s).

26.3 New Classifications.

The Employer agrees to notify the Union one week in advance of the creation of any new Employee classifications or new positions for existing Employees covered under this Agreement. Additionally, should the Employer create a new classification with primary duties consisting of the core functions of a current Bargaining Unit classification or multiple Bargaining Unit classifications, the Employer shall recognize that new classification as a Bargaining Unit classification and the terms of this Agreement shall apply to the employees in such classification, except that the wage rates shall be as determined by the Employer and the Union meeting and conferring to mutual agreement, however, pending mutual agreement the Employer shall be entitled to implement the initial wage, and establish the classification.

26.4 Obsolete and Eliminated Classifications.

The Employer shall have the right to eliminate classifications, however, the core functions of such classifications shall be considered Bargaining Unit Work and, except in the circumstance of work assigned to subcontractors, shall be assigned to Bargaining Unit Employees. A Bargaining Unit Employee whose classification is merged into a new or existing classification shall be placed into such classifications (provided the employee has the qualifications required for the new classifications). If a Bargaining Unit Employee's classification is either eliminated (i.e., not merged) or the Employee does not have the qualifications required for a merged classification, the Employee will be laid off in accordance with Article 5 (Seniority) and Article 6 (Reductions in Force, Layoff and Recall).

26.5 Work by Supervisors, Pharmacists, and Others.

Nothing in this Agreement shall prohibit qualified supervisors, pharmacists, or others from performing work also performed by Employees under this Agreement. Specifically, pursuant to its management rights, the Employer may assign to others, either temporarily or permanently, responsibilities and tasks that the Employees have traditionally performed for the Employer, whether such others are or are not employed by the Employer. The exercise of this right and any such assignment(s) (including any reduction of positions or hours) shall not be done with the purpose of diminishing the Bargaining Unit, but rather, may be assigned for purposes core to the Employer's management functions, such as operational efficiency, patient care, regulatory compliance, and educational needs.

26.6 Students.

The Employer is an educational institution whose primary purpose is the education of pharmacy students. The Parties recognize and understand that consistent with that purpose, the Employer regularly utilizes pharmacy students including pharmacy interns, throughout its operations, as part of the pharmacy students'

educational development and as such, the utilization of student interns, or other student programs, in any capacity shall not be deemed a violation of this Agreement. Notwithstanding the above, the Union may request information from the Employer regarding the utilization of such student workers and programs, including the number of participants, their classification, duties, work location, hours per week, and the duration of the program. Additionally, the Employer agrees it will not utilize student workers with the purpose of diminishing the Bargaining Unit.

ARTICLE 27. **SUBCONTRACTING**

The Employer may subcontract all or part of any operation performed by Employees. Where such subcontracting would displace an Employee, the Employer shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting.

ARTICLE 28. **SUCCESSORSHIP**

In the event of sale or transfer of control of any of the Employer's operations covered by this Agreement to another University of Southern California entity, the Employer shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new University of Southern California entity's name, address and designated representative. Prior to the sale or transfer, the Employer shall inform the new University of Southern California entity of the existence of the Agreement and of its terms and conditions; shall require the new University of Southern California entity to retain all or substantially all of the bargaining unit Employees, recognize the Union as the collective bargaining representative and to assume any existing bargaining agreement. The Parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, and the Employer shall have no further obligation to the Union with respect to a sale or transfer of control as set forth herein. In the event of sale or transfer of control of any of the Employer's operations covered by this Agreement to any non-University of Southern California entity, the Employer agrees to give written notice of the existence of this Agreement to any purchaser or transferee, lessee or assignee and to notify the Union in writing prior to the effective date of any such action.

ARTICLE 29. **WORK STOPPAGE AND DISRUPTIONS**

29.1 Prohibited Activity.

During the term of this Agreement, or any extension of this Agreement, the Union, including its agents and representatives, shall not call, authorize or sanction, and no Employee, individually or collectively, shall engage in any strike (including, but not limited to any Unfair Labor Practice strike or sympathy strike) or any other type of work stoppage. Additionally, neither the Union nor any of its members or representatives nor any Employee shall call, cause, authorize, ratify or engage in

any sit down, stay in, or other strike (regardless of type or motive), walkout, slow down or work stoppage or any other interference with production or stoppage of work nor, shall there be any picketing, leafleting, boycotting, or protest against the Employer at the pharmacy or at any work location or site of the Employer.

Notwithstanding the above, in the event the Employer refuses to arbitrate a matter determined to be subject to arbitration, including but not limited to refusing to select an arbitrator in accordance with Article 12 (Grievance and Arbitration Procedure), and/or fails to commence implementation of any arbitrator order within thirty (30) days of its issuance, the Union shall be permitted to engage in informational picketing provided it (i) first meets with the Employer to discuss pertinent issues and engages in a good faith effort to reach resolution and (ii) thereafter provides at least ten (10) days' notice prior to such picketing.

29.2 Parties' Obligation.

If a violation of this Article should occur, or any threat thereof, the Parties and their respective agents and officers, and each Employee, shall have an affirmative obligation to immediately do everything within their power to prevent, end, or avert the same.

29.3 Penalty.

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

29.4 No Lockouts.

During the term of this Agreement, or any extension of this Agreement, the Employer shall not lock out the Employees covered by this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Employer's control.

29.5 Waiver by the Parties.

The prohibitions of this Article are intended to apply regardless of the motivation for the strike, lockout, or other conduct. Any statutory right under the NLRA which an Employee, the Union, or the Employer may otherwise have to engage in such conduct is hereby expressly waived by the Parties.

ARTICLE 30.
NOTICES TO THE PARTIES

Notices by the Union to the Employer shall be both mailed, by U.S. mail, and e-mailed to the following:

Human Resources Manager
USC Alfred E. Mann School of Pharmacy and Pharmaceutical Sciences
University of Southern California
1985 Zonal Avenue Los Angeles, CA 90089
PSC 700G Mail Code: 9121
E-mail: **mann_plaza_nuhw-l@usc.edu**, or as updated by written notice

Notices by the Employer to the Union shall be both mailed, by U.S. mail, and e-mailed to the following:

Hospital Division Director
National Union of Healthcare Workers
225 West Broadway, Suite 400
Glendale, CA 91204
E-mail: **info@nuhw.org**, or as updated by written notice

ARTICLE 31.
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. Upon any impasse in such negotiations, the Employer shall be entitled to implement its final proposal in such negotiations. Such implementation shall not be a breach of this Agreement.

ARTICLE 32.
ENTIRE AGREEMENT

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this 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, and, accordingly, each voluntarily and without qualification waives its right to require the other to negotiate further with respect to any subject or matter. Notwithstanding the above, 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 which one party would like to discuss and nothing in this Agreement shall preclude any party from requesting a meeting to discuss such issues. The Parties further agree that, generally, the Parties should agree to at least one discussion on such issues, with both Parties agreeing and recognizing that agreeing

to such a meeting does not diminish the waiver provided for herein nor does it obligate any party to further meetings or to engage in any form of negotiations on such issue.

This Agreement, including all exhibits, represents the full Agreement between the Employer and the Union, and there exist no other agreements, oral or written, that define their collective bargaining relationship. In agreeing to this Agreement, neither the Employer nor the Union is relying on any promise, representation, practice, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement by the Employer and the Union and may not be modified by any oral agreement. Pursuant to its management rights the Employer shall have the right to manage its business. The exercise of this right shall not be a breach of this Agreement, and shall not be subject to negotiations (meeting and conferring) between the Employer and the Union.

No provision of this Agreement shall be modified or construed by any practice that is inconsistent with such provision, and failure by either the Employer or the Union to comply with any provision, or to require the other to comply with any provision, shall not affect the rights of either to thereafter comply or require the other to comply.

ARTICLE 33.

TERM

Except as otherwise provided in this Agreement, this Agreement shall become effective upon ratification, March 2, 2026, and shall continue in full force and effect until June 30, 2029. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 11th day of August, 2026.

USC ALFRED E. MANN SCHOOL OF
PHARMACY AND
PHARMACEUTICAL SCIENCES



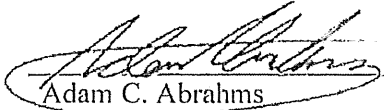
Vassilios Papadopoulos
Dean



John Digrado
Chief Operating Officer



Elaine Miyamoto
Human Resources Manager

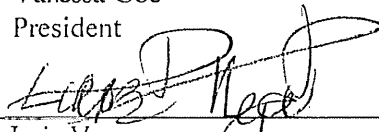


Adam C. Abrahms
Chief Negotiator

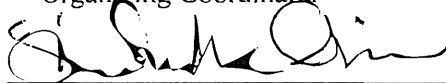
NATIONAL UNION OF
HEALTHCARE WORKERS



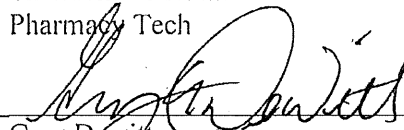
Vanessa Coe
President



Luis Vega
Organizing Coordinator



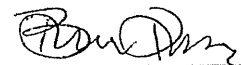
Shendonna McLain
Pharmacy Tech



Gary Dewitt
Material Handler II



Sandra Maldonado
Retail Assistant



Brenda Ramirez
Pharmacy Tech