



**National Union of Healthcare
Workers**

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Collective Bargaining Agreement

with

**Fountain Valley Regional Hospital &
Medical Center**

May 5, 2017 – May 4, 2020

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PREAMBLE

This Agreement is made and entered into on this date, May 5, 2017, by and between Fountain Valley Regional Hospital & Medical Center (hereinafter referred to as the “Employer” or the “Hospital”), and the National Union of Healthcare Workers (hereinafter referred to as the “Union” or “NUHW”).

In order to provide employment stability in light of the ever-changing healthcare industry, and to form a basis for agreement over matters of mutual concern to the hospital and the employees who work there, the Parties hereby commit as follows:

- 1) The Employer and the Union hereby commit that their treatment of, and communications with each other and with their respective managers, leaders, Union Representatives and organizations shall be with dignity, respect, courtesy and trust; and that these principles shall also apply in all interactions with each other, and with patients and visitors.
- 2) It is further the intent of the Parties that the provisions of this Agreement shall promote quality healthcare at the Facility.

ARTICLE 1 – RECOGNITION

Pursuant to an election conducted on May 24, 25, 2016, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees employed at its facility in the following bargaining unit:

A. INCLUDED

All full-time, part-time, and eligible per diem employees employed by the Employer at its facility currently located at 17100 Euclid Street, Fountain Valley, California in the following Service and Maintenance, Skilled Maintenance, and Technical Job Classifications: Anesthesia Tech, Cardio Vascular Invasive Technologist, Cardio Vascular Non-Invasive Technologist, Cardiovascular Dual Modality Technologist, Central Services Tech, Certified Nursing Assistant, Computed Tomography Technologist, Electrocardiogram Tech, Emergency Care Tech, Endoscopy Tech, Heating/Vent/Air Conditioning Tech III, Imaging Aide, Inventory Control Clerk, Laboratory Aide, Laboratory Tech, Licensed Vocational Nurse, Magnetic Resonance Imaging Technologist, Mail Courier, Maintenance Engineer, Materials Distribution Clerk, Medical Laboratory Tech, Monitor Tech, Nuclear Medicine Technologist, Nursing Assistant, Occupational Therapy Assistant, Operating Room Tech, Painter, Patient Care Assistant, Patient Sitter, Pharmacy Tech, Phlebotomist, Physical Therapy Aide, Physical Therapy Assistant, Radiology Technologist, Respiratory Therapist, Shipping Receiving Clerk, Special Procedure Technologist, Stationary Engineer, Surgical Procedure Tech, Transporter, Ultrasound Technologist, and Unit Secretary, Cath Lab Secretary, PBX Operator.

B. EXCLUDED

All other employees, confidential employees, physicians, residents, nurses, other professional employees, business office clerical employees (whether facility based or not) including those who are solely engaged in qualifying or collection activities or are employed by another Tenet entity such as Syndicated Office Systems or Patient Financial Services, employees of outside registries or other agencies supplying labor to the Employer, already represented Employees, managerial employees, guards, and supervisors as defined in the Act.

The Employer agrees not to challenge the bargaining unit status of any employee covered by this Agreement, claim that any employee covered by this Agreement exercises supervisory authority

within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any employee for the purpose of removing that employee from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union's right to represent any employee covered by this Agreement based on a claim that such employee is a supervisor within the meaning of the National Labor Relations Act.

ARTICLE 2 – UNION REPRESENTATION

A. UNION STEWARDS

1. The Union shall provide the Employer with a written list of Union Stewards after their designation, and shall notify the employer of changes as they occur. The Union shall designate one Steward as Chief Steward. Prior to the employer's receipt of the Steward list, the Employer is not obligated to recognize a Union Steward under this Article.
2. The functions of the Union Steward include the authority to:
 - a. settle, or assist in settling, problems arising in connection with the application or interpretation of this Agreement;
 - b. assist in resolving grievances at Step 1 or 2 of the grievance procedure; and
 - c. serve as a Union representative for Weingarten meetings.
3. Union Stewards shall perform their functions or Union related activities on their own time. If a Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, unpaid leave shall not be unreasonably denied. However, if the Employer and the Steward mutually agree to meet during the Steward's work shift, that time will be paid for by the Facility.
4. Whenever a bargaining unit employee requests a Steward's presence at a Step 1 grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 24 hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the grievance meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9 – Grievance Procedure. Nothing in this provision overrides the grievance procedure as detailed in Article 9.
5. Paid Time for Union Stewards
 - a. The Facility shall provide a maximum of four (4) hours per month of paid release time for up to SEVEN (7) designated Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime.
 - b. The four (4) hours provided may be utilized for monthly steward meetings, steward education, and steward training, designed to further the relationship between the Facility and the Union. At least fourteen (14) days prior to the posting of the staffing schedule, the union shall provide written notice to the Chief Human Resources Officer or his/her designee that paid release time is requested and the individuals for whom it is being requested. Paid release time is subject to staffing and scheduling needs. A steward who is specifically authorized for paid release time will be permitted to leave their normal work to utilize these hours. The parties agree to work together on

scheduling issues that may arise, including last minute scheduling changes by either party.

6. Union Stewards shall not direct any employees as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any employee.

B. NEW EMPLOYEE ORIENTATION

The Facility will allow a Union Steward, or Union representative, up to twenty (20) minutes, during the general part of the Facility's orientation program for new bargaining unit employees, to discuss the Union and the terms of the collective bargaining agreement, subject to Section D – Mutual Respect, below. Such time will be scheduled as the final item on the mandatory orientation program agenda. The Facility shall inform the Union not less than five (5) days in advance of the time and location of orientation.

A copy of this Agreement and a self-contained packet of Union materials listed below, provided by the Union, shall be given by the Employer to each newly hired bargaining unit member at the same time the Facility new hire paper work is processed, subject to timely prior receipt of such materials from the Union:

1. a copy of the Collective Bargaining Agreement;
2. a copy of the Union membership application and dues authorization card; and
3. a list of Union Stewards and Representatives.

C. UNION ACCESS

A duly authorized representative of the Union shall be permitted to enter the Facility at reasonable times for the purpose of observing whether this Agreement is being adhered to, and to check on complaints of bargaining unit employees. The representative shall advise the Chief Human Resources Officer ("CHRO") or his/her designee of each visit upon entering the facility. If the CHRO or his/her designee is not on site and/or on duty, the representative will call or page the CHRO or his/her designee. The representative will abide by patient confidentiality, infection control, and other applicable employer policies. When at the facility, the representative will wear his/her Union Representative badge issued by the employer. The Union representative shall not interfere with the work of any employee. This shall not prevent the Union representative from conferring with an employee and his/her supervisor or an employer representative on employer time in connection with the complaint or problem concerning the employee.

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 Hospital may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Hospital's concerns. The meeting will be held in person or telephonically within twenty-four (24) hours of the Hospital's request. In the event that the Hospital's concerns are not resolved to the Hospital's satisfaction within forty-eight (48) hours of its request for such a meeting, the Hospital may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

D. MUTUAL RESPECT

The Employer and the Union agree that in all cases they will be neither derogatory nor disparaging of one another, nor of their respective organizations, members and/or leadership.

E. BARGAINING UNIT LIST

1. On a monthly basis, no later than the tenth (10th) of the month, the Facility will provide the Union with a list of deletions and additions to the bargaining unit in the previous month and the effective dates thereof. The list will be provided electronically (on Excel, ASCII delimited text or another compatible format) showing the following information for such Employees: name, social security number, classification, department, status, and date of hire. Addresses will be provided for new hires and transfers into the bargaining unit.
2. The Union shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action taken by Facility in providing the Union with the information set forth in Paragraph 1 above or otherwise complying with said paragraph.

F. BULLETIN BOARDS

The Facility shall provide two (2) glass enclosed locking bulletin boards in mutually agreed locations, one (1) in the Main Hospital, and one (1) in the East Tower for posting of notices and announcements regarding Union business, such as meetings, internal union election results, education and social events. No materials that are derogatory of the Hospital, management or Tenet shall be posted.

G. USE OF FACILITY CONFERENCE ROOMS

The Employer shall provide the Union reasonable access to on-site conference rooms upon request, based upon availability. Such use shall not exceed eight (8) hours per quarter to be used in no less than two (2) hour increments. In all cases, the Union shall request the conference rooms no fewer than two weeks in advance.

ARTICLE 3 – EMPLOYEE STATUS

A. FULL-TIME EMPLOYEE

A Regular full-time Employee is an Employee who is not in a temporary status and is regularly scheduled to work thirty (30) hours or more per work week. Regular full-time Employees are benefits eligible.

B. PART-TIME 1 EMPLOYEE

A regular part-time 1 Employee is an Employee who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per workweek. Regular Part-Time I Employees are benefits eligible.

C. PART-TIME 2 EMPLOYEE

A Part-Time 2 Employee regularly works less than twenty-four (24) hours per workweek. A Part-Time 2 Employee is not eligible for Hospital provided benefits, unless specifically provided for in this agreement, provided that such Employees may participate in any retirement savings plan, assuming they meet the requirements of the plan.

Part-Time 2 Employees shall accrue seniority for purposes outlined in Article 4.

D. PER DIEM EMPLOYEE

A Per Diem Employee is an Employee who is not a Regular full-time or, Regular part-time I or Part-time 2 Employee. Per Diem Employees do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation Paid Time Off Plan benefits or other benefits as defined in Article 15 except that Per Diem Employees shall be eligible for participation in the Tenet 401(k) Retirement Savings Plan as allowed under the plan.

E. TEMPORARY EMPLOYEE

A temporary employee is one who is hired to work Full-Time or Part-Time hours, to replace a specific Employee on a leave of absence or for a short term project, usually not to exceed six (6) months.

F. PER DIEM, PART TIME, AND PART TIME 2 CONVERSION

In the event a Per Diem or Part-Time 2 employee works the equivalent of Part-Time or Full-Time hours, or in the event a Part-Time employee works the equivalent of Full-Time hours, in the same classification and department for a minimum period of six (6) consecutive months, such employee may request to have his or her status converted to Part-Time or Full-Time. Such requests will be submitted in writing to Human Resources. The Facility will respond to any such request within thirty (30) days. Any such position opened via this process shall be posted and filled pursuant to Article 5 – Job Vacancies, Posting and Bidding.

Nothing herein shall require a Per Diem, Part-Time 2, or Part-Time employee to make any such request for status conversion consideration.

ARTICLE 4 – SENIORITY

A. SENIORITY DEFINED

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

4. Change of Status

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

5. Return to Unit

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

6. Seniority List

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

7. Loss of Seniority

Seniority shall be terminated by:

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

B. SENIORITY AND CREDITED SERVICE FOR ALL BENEFIT PURPOSES

The Employer's past practices and applicable policies regarding transfers between facilities and addressing credited service, including transfer of Paid Time Off and other terms, shall be maintained and continued, unless specifically modified by this Agreement.

C. REDUCTION IN FORCE AND RECALL

1. In a reduction in force and subsequent recall, the principle of seniority, as defined in this Article, shall govern, providing that abilities are adequate.
2. Reduction in force shall be defined as the elimination of an employee's position in a department or an involuntary reduction from Full-Time or Part-Time 1 to Part-Time 2 or Per Diem status.
3. Reduction in force language outlined below in this Article will only apply to Full-Time and Part-Time 1 and Part-Time 2 employees, except as otherwise specifically referenced.
4. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):

a. Step One

The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process and shall be eligible to receive full severance benefits. An affected employee may elect to be placed in per diem status at any time during steps 1 through 4 of the reduction in force process outlined below. An employee who elects either status will retain his/her recall rights.

b. Step Two

The affected employee(s) may apply for and will be given any open position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining unit. Affected employees may exercise this option at any time during Steps 1-4 of the reduction in force process, which shall supersede the bidding process. An affected full-time employee, at his/her option, may be placed into any vacant part-time position in the above order, provided he/she meets the position requirements.

c. Step Three

The affected employee(s) will be placed into any vacant position of the same employment status, pay, shift and comparable job title provided he/she meets the position requirements within the Bargaining Unit. Employee(s) placed into a comparable vacant/open position(s) within the Bargaining Unit will not have recall rights. If an employee rejects an open comparable position offered at this Step, within the Department, Facility or Medical Center Bargaining unit, such refusal would result in the employee being laid off and the forfeiture of recall rights, however, such employee shall be eligible to receive full severance benefits.

d. Step Four

Employees who do not qualify for placement in Step 2 or Step 3 may displace the least senior employee in his/her current job title and employment status, provided he/she meets the minimum position requirements, and is able to satisfactorily perform the job with minimal orientation, in the following order:

i. Department

The Parties may, upon mutual agreement, cluster departments for purposes of this provision.

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

iii. No recall rights will be given to any employee who rejects to displace another employee in his/her job title and employment status in their Department.

5. Recall

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

6. Per Diem and Reduction in Force

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

7. Reduction in Force Notice

The Facility agrees to give the Union and each employee as much notice of a reduction in force as possible. In no event, shall notice be given to the Union and each employee less two (2) weeks before any implementation of a reduction in force. During the two (2) weeks period, the Employer shall meet at the Union's request to negotiate over the impact of the layoff on affected bargaining unit employees. WARN notices shall be provided if required by State or Federal law.

8. 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.

D. SEVERANCE PAY

Severance pay will be provided to a regular Full-Time and regular Part-Time 1 Employee whose employment is terminated as a result of a reduction in force provided he/she executes the Facility 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 full 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. A full year is defined from the hire date at the facility, to the next anniversary hire date. For example, an Employee hired on February 7, 2005, will have one full year on February 7, 2006, and so forth.

Effective beginning the date of this Agreement, an employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g. the employee who receives ten (10) weeks severance pay and is returned in five (5) weeks would have five (5) weeks less of severance pay in the future).

ARTICLE 5 – JOB VACANCIES, POSTING AND BIDDING

A. POSTING OF VACANCIES

When a vacancy subject to this Agreement occurs in any department, it shall be posted on <https://job.tenethealth.com/fountain-valley> for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis.

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

This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

B. BIDDING ON POSTED VACANCIES

Any current Employee who has completed six (6) months of employment may apply for a posted vacancy by applying for the posted position on the Fountain Valley website and then submitting a written Transfer/Promotion Form to Human Resources.

C. RESTRICTIONS IN BIDDING

Employees who apply for and are awarded a posted position may not be awarded another posted vacancy within the next six (6) months. This rule shall not apply:

1. to the first additional transfer within six (6) months if the posted vacancy arises in the same department (for Nursing, only within the Unit) which would result in a lateral transfer and not a promotion, including a change in the number of pre-scheduled hours of the bidding Employee, or the scheduled start and end times, or the days of work and days off, or the Employee's shift or would change the employee's job title; or
2. if the bidding Employee is in his/her current position as a direct result of a job change or layoff.

An employee may not be awarded a posted position if he/she has received anything greater than a verbal counseling in the last twelve (12) months.

D. PREFERENCE ORDER

1. Preference among those bidding shall be given in the following order among bidding Employees from the same preference level:
 - a. Full-Time and Part-Time 1 Employees from the same department, including Full-Time and Part-Time 1 Employees on layoff, and regular Employees who remain on the Per Diem list who have been laid off.
 - b. Per Diem Employees from the same department.
 - c. Full-Time and Part-Time Employees from other departments including such employees on layoff and such employees who remain on the Per Diem list who have been laid off.
 - d. Per Diem Employees from other departments.
 - e. Other applicants, including applicants who are former Employees of the bargaining unit who left in good standing with not more than one (1) year's absence from the facility.
2. Among bidding Employees from the same preference level, seniority shall govern. The prior sentence is subject to the provision that:
 - a. the bidding Employees must meet all reasonable qualifications of the job established by the Employer (the Union has the burden of establishing that the Employer's qualifications are unreasonable); and
 - b. ability and performance must meet minimum qualifications in the Employer's reasonable judgment, and if the Employer's judgment is disputed, the Employer has the burden of establishing that its judgment was reasonable.

Departments Defined for Job Bidding Purposes: Set forth in Appendix A, which is made a part of this agreement.

E. NOTIFICATION OF SELECTION

Employees submitting an online Application and Transfer/Promotion Form for a posted vacancy under this Article shall be timely informed by the facility whether or not they are awarded the position.

F. EXTERNAL SELECTION

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

G. SENIORITY APPLICATION

The seniority of bidding Employees shall be determined by the Employees seniority as defined in Article 4 – Seniority, rather than in the particular job title or Employees status.

H. LIMITATION

It is understood that any bid under 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.

I. EVALUATION PERIOD AFTER PROMOTION OR TRANSFER

Employees who are promoted to a new position or who transfer to another position through the bidding process shall have orientation as necessary, and such Employees shall have up to ninety (90) calendar days of evaluation of their performance. If, at any time within the ninety (90) calendar days period, the Employee fails to perform satisfactorily in the Employer's sole discretion, such Employee shall be returned to his/her former position, if available, including shift, assignment, and scheduled hours without loss of seniority. If his/her former position is not available, the employee will be placed into a comparable position defined as a position in the same classification, unit/department, and shift if such position is available.

If such comparable position is not available, the employee shall be able to bid for subsequent job vacancies in accordance with Section D, above.

ARTICLE 6 – NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any Employee or applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status, or any other characteristic protected by law.

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 7 – HARASSMENT

The Employer and the Union are committed to providing a work environment free from discrimination, and unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in

sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

The Employer will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported 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 valid, prompt attention and discipline action will be taken to stop the harassment immediately and to prevent its reoccurrence.

ARTICLE 8 – COMMITTEE FOR QUALITY CARE AND WORKING ENVIRONMENT

A. ADEQUATE STAFFING LEVELS

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

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

B. QUALITY OF CARE COMMITTEES

1. Patient Care Committee Composition

Fountain Valley Regional Hospital & Medical Center and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. In recognition of the foregoing, the Employer will establish a committee at each facility for the bargaining units comprised of three (3) bargaining unit employees selected by the Union and comprised of three (3) management employees selected by the Employer. The parties may mutually agree to expand the number of representatives to this committee as the need arises.

a. Purpose

The purpose of this committee is to monitor the quality of patient services and to make recommendations to improve patient service in the context of work design, if applicable or in the current method of system of patient services delivery.

b. Meetings

The Committee may meet for two (2) hours every other month upon request of the Union.

c. Dispute Resolution

At the request of either party, a difference of opinion between the representatives of the Patient Care Committee shall be referred to the Joint Practice Committee.

2. Joint Practice Committee

A Joint Practice Committee will be established for the facility's bargaining unit. This committee shall be composed of:

- a. the President of the applicable local union or designee and one (1) Union member of the applicable Patient Care Committee; and
- b. two (2) members of the Employer's management team.

A meeting shall be held within thirty (30) days of the referral, unless the committee mutually agrees otherwise. The purpose of the meeting will be to jointly review the original problem identified by the Patient Care Committee, together with a summary of the information exchange between the parties on the problem since its original presentation and to begin joint explorations leading to resolution of the matter. The recommendation of the Joint Practice Committee shall be reached within thirty (30) days of the committee's last meeting regarding the issue. In carrying out their work, the Committee shall take into account area standards regarding staffing, state and federal laws, physician recommendations regarding quality of care, business needs and any other relevant information.

Upon mutual agreement, the above Committee shall employ the services of a mediator/facilitator skilled in interest-based problem solving to assist the parties in resolving their issues and to provide training in useful techniques for building consensus. In light of the Union's and Facility's joint commitment to retain experts in the area of patient care, quality and staffing - as they relate to the workforce - the Committee shall call upon these resources for further advice and recommendations, should the Committee be unable to resolve their differences. The costs of any such mediator shall be split equally amongst the parties.

3. Impact on Other Bargaining Units

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

ARTICLE 9 – GRIEVANCE PROCEDURE

A. DEFINITION

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

B. PROCEDURE

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

1. Step 1

- a. An Employee should make a reasonable effort to resolve the possible grievance informally in a discussion with the immediate supervisor.

- b. If an Employee is unable or uncomfortable to attempt to resolve the possible grievance, the Employee and the Union Steward (if requested by the Employee) will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at *Step 2*.
- c. If the grievance is as a result of a suspension or termination, the grievance may begin at *Step 2*.

2. Step 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within fifteen (15) calendar days after the employee had or should have had knowledge of the event which caused the grievance. In any event, irrespective of the employee's knowledge, the grievance must be presented in writing to the Facility's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must:

- a. allege the violation of a specific provision or provisions of this Agreement; and
- b. set forth all factual grounds upon which the allegation is based.

Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Union Steward and the Union Business Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

3. Step 3

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

C. ARBITRATION

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

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

Mark Burstein
R. Douglas Collins
Michael Rappaport
Matthew Goldberg
Richard Steinberg

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

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

decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Employees. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

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

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

No dispute regarding implementation of any Joint Practice Committee recommendation under Article 8 will be subject to arbitration under this Agreement, except as expressly set forth in Article 8.

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

D. TIME LIMITS

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Facility's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

E. MISCELLANEOUS

The parties agree that nothing in this Agreement shall affect the enforceability of any Employee's existing agreement to be bound by the Tenet Fair Treatment Process ("FTP"), including by either final and binding arbitration, under the American Arbitration Association's Employment Dispute Resolution Rules with respect to any dispute not otherwise arbitrable under the Collective Bargaining Agreement. The parties further agree that the Facility may request that any currently employed or newly-hired Employee voluntarily execute an acknowledgement form likewise agreeing to be bound by the FTP with respect to any disputes not otherwise arbitrable under this collective bargaining agreement. No retaliation or adverse action may be taken against anyone who exercises the option not to sign the FTP. Further, any Employee who initially declines to be bound by the FTP may later elect this option with respect to any particular claim normally subject to the FTP and not otherwise arbitrable under this collective bargaining agreement, and will be informed of this right by the Facility. Nothing herein shall preclude any Employee or the Facility from seeking to challenge or enforce the FTP, including the obligation to arbitrate.

ARTICLE 10 – DISCIPLINE

A. JUST CAUSE

The employer may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 9.

B. PROGRESSIVE DISCIPLINE

Unless circumstances warrant more severe actions, the Facility will attempt to utilize a system of progressive discipline. Progressive steps shall include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment.

C. INVESTIGATORY SUSPENSION

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

D. WRITTEN DISCIPLINARY ACTION

A written warning is a document designated as such by the Facility. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

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

1. There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.
2. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
3. In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.
4. No disciplinary document shall be utilized for progressive discipline beyond eighteen (18) months of its issuance.
5. Specific to excessive occurrences of attendance or punctuality, no disciplinary document shall be utilized for progressive discipline beyond twelve (12) months of its issuance.

F. ADDITIONAL REPRESENTATION RIGHTS

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

G. PROBATIONARY EMPLOYEES

An Employee will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary

period may be extended for an additional ninety (90) calendar days upon written notice to the Employee and the Union.

ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING

A. STATE AND FEDERAL WAGE AND HOUR LAWS

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

B. WORKDAY AND WORKWEEK

1. A standard workday is defined as the consecutive-twenty-four (24) hour period beginning at 12:00 a.m. (midnight) each day.
2. A standard workweek is defined as the seven (7) calendar day period that starts at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday.
3. For purposes of computing overtime obligations under an "Eight-80" or "back-to-back" workweek, the "Back-to-Back" workweek, starts on the first day of the pay period beginning 12:00 a.m. on Sunday and ends at 11:59 p.m. on the Saturday, fourteen (14) days later.
4. It is understood and agreed that the workday, workweek, and "back-to-back" workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Facility to comply with such laws so long as such changes are not designed to evade the overtime requirements.
5. Nothing herein shall be deemed or construed to change the Facility's current practice as to the aggregation of consecutive hours into a single workday in which a shift commences for overtime compensation.
6. Past practices regarding consecutive days off each week, where applicable, shall be continued on a department-by-department basis.

C. PAYROLL PERIOD

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

D. MEAL AND REST PERIODS

1. The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, missed meal period penalties, and "on duty" meal period agreements.
2. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.
3. The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding rest periods.
4. An Employee will make every effort to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Anytime an Employee misses a meal period, he/she will complete the "missed meal form" provided by the Employer, by the end of their shift.

E. OVERTIME

1. Mandatory Overtime

- a. The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.
- b. All overtime worked by an employee shall be authorized in advance.

2. Eight-Hour Shifts

An Employee who is assigned to work on eight (8)-hour shifts will be paid at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay for all hours worked after the first eight (8) hours in a workday or over eighty (80) hours in a pay period and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

3. Ten-Hour Shifts

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

4. Twelve-Hour Shifts

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

5. 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.

F. WORK SCHEDULES AND POSTING

1. Work Schedules and Posting

- a. The Facility will post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.
- b. As an exception to a. above, a department/unit that permits self-scheduling in accordance with 3., directly below will attempt to post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks.

- c. Wherever applicable, the Facility shall continue its existing practice(s) of permitting Employees to self-schedule on a department/unit-by-department/unit basis provided operational needs are met. The respective department Director or his/her designee will consider and make a reasonable effort to grant Employee' self-scheduling requests, provided such requests are submitted in a timely way.
- d. After the schedule has been posted, an Employee's schedule will not be changed without the Employee's consent, except in case of unforeseeable and unavoidable operational needs or emergency. The employer shall give the employee as much notice as reasonably possible. Notice shall include attempting to contact the employee to inform him/her of the change.
- e. Requests by Employee for changes to a posted schedule must be approved in writing by the department Director or his/her designee.
- f. A regularly scheduled Employee may trade a shift or workday with another regularly scheduled Employee provided they have substantially equal competencies. Shift trades are subject to the written approval of the department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade will not be approved if it would increase overtime or extra shift premium costs for the Facility.

G. VACATION SCHEDULING

Nothing shall preclude the Employer from considering vacation requests for any period of time.

H. NO GUARANTEE

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

I. NO PYRAMIDING

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

J. ALTERNATIVE WORK WEEK

The Employer may implement 10 and 12-hour shifts in any unit provided that 2/3 of the affected classification of employees working in that unit vote by secret ballot election in favor of these shifts.

Should any group of employees petition to work either ten (10) or twelve (12) hour shifts, the Employer shall consider the request. Upon request from the union, the employer shall meet with the union at a mutually agreeable time within ten (10) days of the petition to discuss the request. If the employer does not grant the petition under this process, no further petition may be submitted by the affected classification for a period of twelve (12) months.

Should the employer grant the request, the secret ballot election shall be scheduled within thirty (30) days of such determination. Where alternate workweek schedules are to be instituted, the Employer shall have sixty-days (60) days after the vote to adjust the schedules. This period may be extended by mutual agreement. No dispute arising under this section shall be grievable or arbitrable.

K. PER DIEM AVAILABILITY

The current department by department practice of Per Diem availability requirements shall be maintained.

In those areas where there are no set availability requirements, employees in a per diem status may be required to be available for work for a minimum of three (3) weekday shifts; and two (2) weekend shifts per calendar month. A weekend shift shall be defined as a Saturday or Sunday. Additionally, per diem employees shall be required to be available for work on one (1) winter holiday; and one (1) summer holiday, as defined in Article 16 – Holidays.

L. CALL-IN PROCEDURE

An Employee reporting absent for a shift, or portion thereof, will call in the absence and will describe the reason for such absence to his/her department Director or his/her designee as soon as he/she knows the absence will occur, but in no event less than two (2) hours prior to the commencement of a shift. Compliance with this call in requirement is necessary for staffing reliability and will not operate to excuse unscheduled or unauthorized absences.

M. CALL OFF/FLEXING

1. Every Effort To Avoid Call Off/Flexing

It may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis (Call Off/Flexing). Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use Paid Time Off (where applicable), at employee's discretion.

2. Order of Call Off/Flexing

Subject to patient care staffing needs, including adequate qualifications of Employees, when it is necessary and unavoidable to call off an Employee, the Employer shall Call Off/Flex Employees in the following order:

- a. Outside Registry
- b. Employees receiving double time
- c. Employee receiving overtime
- d. Volunteers
- e. Travelers
- f. Temporary Employees
- g. Per Diem and Part-Time 2
- h. Regular Full-time and Part-Time 1

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

4. The Employer will accept volunteers for Call Off/Flexing before any other Employee provided that such voluntary Call Off/Flexing does not result in retaining an Employee at premium pay who would have been Call Off/Flexed if the Employer had followed the list above, unless the Employer permits.

5. Call Off/Flexing Notice

For Employees called off before the shift commences, the Employer will attempt to Call Off/Flex Employees at least two (2) hours prior to the commencement of their scheduled shift. Nothing herein shall be construed as preventing a Call Off/flex during the shift, when necessary.

6. Call Off/Flexed Employee Off the Schedule

Once called-off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the Employee has agreed to accept Standby status and is compensated accordingly, for the shift or portion thereof. If an employee is flexed at the beginning of his/her shift to a new start time, he/she shall be considered off the schedule until the later start time; such flexing shall be voluntary.

N. REPORT PAY

1. The Hospital shall comply with all state and federal laws concerning report pay, where applicable.
2. The Employee will not be paid report pay if the Facility makes a reasonable effort to notify the Employee at least two (2) hours prior to the start time that the Employee should not report to work. It shall be the Employee's responsibility to keep his/her current phone number on file with the Facility.
3. Report pay will not be paid to an Employee who is called back to work from stand-by/on-call status.
4. The Facility shall not be required to pay report pay if no work is available due to acts of God such as fires, floods, earthquakes, power failure or other causes not within the Facility's control.

ARTICLE 12 – FLOATING

A. FLOATING GENERAL PROVISIONS

1. Definition

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

2. Floating Order

Employees shall float in the following order:

- a. Volunteers

- b. Registry
- c. Employees on overtime/premium pay
- d. Temporary
- e. Per Diem
- f. Part-Time and Full-Time

3. Floating Rotation

The order of float for employees within a unit or cluster will be on a rotational basis within each of the categories of employees described above. Volunteers for floating would be allowed within B. 4 to B.6. Floating decisions shall be based on the needs of the patients/department, on the sending and receiving units and the floating conditions and provisions in this Article.

4. Floating Conditions

Floating shall be subject to the following conditions and limitations:

- a. Fully qualified employees may be floated to a different department or unit provided the employee has received orientation in that department or unit and has demonstrated current competence in that department or unit. In the event an employee with limited qualifications is floated to another department or unit to assist other qualified employees, they will be oriented and limited to performing only those tasks they are qualified and competent to perform.
- b. Compliance with Law: Floating of employees shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code.

5. Voluntary Floating

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

ARTICLE 13 – COMPENSATION

A. WAGES

Placement on the Wage Scale for Full-Time and Part-Time employees shall be based on job classification and completed continuous years of service with the Hospital, subject to the maximum and minimum annual wage increases below.

Years of completed continuous service shall be calculated based on the employee's most recent date of hire at the hospital.

- 1. Effective the first full pay period following April 1, 2017, Full-Time and Part-Time employees shall be placed on the wage scale, subject to the following:
 - a. the Wage Scales attached hereto as Appendix B shall be implemented; and
 - b. all Full-Time and Part-Time employees shall receive an Across-the-Board increase, subject to the following:

- i. Full-Time and Part-Time employees whose rates are at or below their appropriate step on the wage scale as indicated by their years of service will receive a minimum of 3.0% and a maximum of 3.75% increase to their base hourly rate of pay in order to move toward the appropriate rate on the scale. No employee shall receive more than a 3.75% increase to his/her base hourly rate of pay in this contract year.
 - ii. Full-Time or Part-Time employees whose wage rate is above the appropriate step on the wage scale shall receive the minimum of 3.0%.
 - c. All Per Diem employees shall receive an increase of 3.0% to their base hourly rate of pay.
2. Effective the first full pay period following April 1, 2018, Full-Time and Part-Time employees shall continue to be placed on the wage scale, subject to the following:
 - a. the Wage Scales attached hereto as Appendix B shall be implemented; and
 - b. all Full-Time and Part-Time employees shall receive an Across-the-Board increase, subject to the following:
 - i. Full-Time and Part-Time employees whose rates are at or below their appropriate step on the wage scale as indicated by their years of service will receive a minimum of 2.75% and a maximum of 3.5% increase to their base hourly rate of pay in order to move toward the appropriate rate on the scale. No employee shall receive more than a 3.5% increase to his/her base hourly rate of pay in this contract year.
 - ii. Full-Time or Part-Time employees whose wage rate is above the appropriate step on the wage scale shall receive the minimum of 2.75%.
 - c. All Per Diem employees shall receive an increase of 2.5% to their base hourly rate of pay.
3. Effective the first full pay period following April 1, 2019, Full-Time and Part-Time employees shall continue to be placed on the wage scale, subject to the following:
 - a. The Wage Scales attached hereto as Appendix B shall be implemented.
 - b. All Full-Time and Part-Time employees shall receive an Across-the-Board increase, subject to the following:
 - i. Full-Time and Part-Time employees whose rates are at or below their appropriate step on the wage scale as indicated by their years of service will receive a minimum of 2.75% and a maximum of 3.0% increase to their base hourly rate of pay in order to move toward the appropriate rate on the scale. No employee shall receive more than a 3.0% increase to his/her base hourly rate of pay in this contract year.
 - ii. Full-Time or Part-Time employees whose wage rate is above the appropriate step on the wage scale shall receive the minimum of 2.75%
 - c. All Per Diem employees shall receive an increase of 2.75% to their base hourly rate of pay.

B. NEW HIRES

Employees may be hired at any rate deemed appropriate based on the Hospital's evaluation of experience and qualifications.

Thereafter, new hires will receive annual increases as provided above. Any new hire whose rate is below the minimum of the attached wage scale shall receive up to the maximum increases in Section A above to move them toward the appropriate step for his/her years of service.

C. PROMOTIONS AND TRANSFERS

In the event an Employee is promoted or transfers into a higher paid classification, as defined by the start rate for that new classification, the Employee shall be placed onto the appropriate start rate for the wage scale rate in that new classification-or shall receive a five percent (5%) increase, whichever is greater.

D. PAY RATES PRESERVED

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

E. RESPIRATORY THERAPIST RELIEF LEAD DIFFERENTIAL

In accordance with the existing practice, a Respiratory Therapist who is assigned by the Director or his/her designee as "lead" will continue to receive a 5% differential on his/her base rate of pay for hours worked in such lead role.

F. NICU/PICU RESPIRATORY THERAPIST COMPENSATION

Respiratory Therapists who possess the competencies to work in PICU and NICU, and do work in PICU and NICU, will continue to receive the one-time 5% increase to their base hourly rate of pay, whether applied at hire or upon receipt of such competencies/assignment.

G. PAYDAY AND PAYCHECK

Wages will be paid every two (2) weeks. Paychecks will be distributed on payday. Payday is the Friday after the end of a pay period, except where such Friday is a bank holiday, in which case the check distribution date is Thursday (the pay date remains unchanged).

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

H. SHIFT DIFFERENTIALS

All shift differentials and payment practices, including eligibility and amounts (including percentage differentials for those grandfathered in) shall continue.

I. CALL BACK AND STAND-BY

1. Stand-By/On-Call Pay

All Call Back and Stand-by pay practices for those departments and job classifications where such practices currently exist shall continue. There shall be no reduction for the life of the contract in the Stand-by hourly rate currently being paid. Hours of stand-by/on-call will not be considered hours worked for purposes of paying differentials, overtime or any other form of premium pay under this Agreement.

2. Call-Back From Standby Pay

- a. An employee who is assigned to stand-by/on-call status will be guaranteed a minimum of two (2) hours work each time he/she is called in by the department Director or his/her designee. The two (2) hour minimum guaranteed pay does not apply when the employee is assigned to stand-by status and has not left the Facility at the end of his/her regular working shift. In addition, the two (2) hour minimum guaranteed pay does not apply when the employee is called back again within the same two (2) hour period and the employee is still on the hospital campus.
- b. When called back an Employee will be required to work until released by his/her Department Director or his/her designee. An Employee will receive one and one-half (1½) times his/her base rate of pay, rather than stand-by/on-call pay, for all hours actually worked when he/she is called back to work from stand-by status.
- c. The work time of an Employee who is called in from stand-by/on-call status shall commence when he/she arrives at the work site and clocks in and will end when he/she clocks out.
- d. Stand-by/on-call and call-back hours are not subject to the weekend scheduling or call-off provisions of this Agreement.

J. UNIFORMS

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

K. JOB CLASSIFICATION AND RECLASSIFICATION

The right to determine job content and to make necessary changes to jobs and job descriptions remains with the employer. The employer shall timely notify the union of all meaningful changes to job content and responsibilities.

L. WORKING OUT OF JOB CLASSIFICATION

Any employee in an NUHW-represented classification who works an entire shift in a higher paid classification represented by NUHW shall receive a 5% differential for that shift.

ARTICLE 14 – MINIMUM RATES

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility’s right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility’s discretion in excess

of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13 – Compensation. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change, if requested.

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

ARTICLE 15 – BENEFITS

A. BENEFITS

1. Full-time and Part-time 1 employees shall be eligible to participate in Tenet’s paid time off plan (PTO) and standard Tenet benefit plans, except as provided in this Agreement. Tenet shall continue to offer the following benefit plans during the term of this Agreement: PTO, medical plan (HSP and HRP) including a prescription drug plan, dental plan, vision plan, short-term and long-term disability plans, life and accidental death and dismemberment insurance, long-term care insurance, and 401(k) Plan. Should Tenet change employee benefits for other represented or non-represented employees during the life of this Agreement, bargaining unit employees are not included except to the extent provided in this Agreement.
2. Commencing plan year 2018 employees will be offered an additional health plan, the Preferred Provider Plan (PPO). This plan will be offered on the same terms and conditions as it is offered in plan year 2018 other represented FVRMC employees. This plan will be considered and selected at the employee’s option.

B. MAINTENANCE OF BENEFITS

1. For the term of this Agreement, the Employer shall not reduce any of the benefits granted to employees by this contract, with the exception of:
 - a. the Employer funding into the Health Savings Account (HSA) may be modified at the Employer’s discretion for Plan Years 2018, 2019 and 2020; and
 - b. the HSP which will be offered in accordance with the same plan terms and conditions related to the rollover account as offered to non-represented employees in Plan Years 2018, 2019 and 2020.

The employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and/or co-payments; however, where in Tenet’s sole discretion, it is deemed necessary to change vendors a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union.

2. In plan year 2017, employee premium contributions will remain as currently in place. In plan year 2018 employee premium contributions will be the same as other represented FVRMC employees.
3. For the duration of this Agreement, in Plan Years 2018, 2019, 2020 the Employer will subsidize the health plan premiums for all covered Employees and dependents at the current percentage levels that are in place as designated for plan year 2017 for other represented FVRMC employees. In the event increased payroll contributions are required, under no circumstances will any required payroll contribution increase by greater than 18% in any plan year.

C. If the benefit plan cost for plan year 2020 reaches the excise tax level as defined under the Affordable Care Act and Section 4908I(a) of the Internal Revenue Code, the Hospital shall bargain with the Union during benefit plan year 2019 to adjust the plan design by the minimum amount required to avoid the excise tax. Should the parties be unable to come to agreement prior to employee enrollment for Plan Year 2020, the employer may adjust the plan design to avoid the excise tax. Such change will be communicated to the Union at least thirty (30) days in advance.

D. EXTENDED ILLNESS BANK (RESERVE SICK LEAVE)

Bargaining unit employees at FVRMC who currently have a grandfathered Extended Illness Bank (EIB), (formerly called “Reserve Sick Leave”) will continue to retain the EIB account and may continue to be eligible to use those hours in the EIB account in accordance with the plan.

The EIB accrued hours are not redeemable and are not vested. When used, EIB accrued hours are paid at the EIB Eligible Employee’s current hourly base rate.

E. PER DIEM SICK LEAVE

As implemented in 2015, eligible per diem Employees shall receive California Paid Sick Time (CPST) benefits, consistent with the requirements of the Division of Labor Standards Enforcement – Office of Labor Commissioner Healthy Workplaces/Healthy Families Act of 2015.

ARTICLE 16 – HOLIDAYS

A. HOLIDAY PAY AND WORK OF HOLIDAYS

Employees working the following holidays will be paid a premium rate of one and one-half (1½) times the base rate of pay:

| <u>Winter Holidays</u> | <u>Summer Holidays</u> |
|------------------------|------------------------|
| Thanksgiving | Independence Day |
| Christmas | Memorial Day |
| New Year’s | Labor Day |

B. DEFINITION OF PREMIUM PAY HOLIDAY HOURS

The holiday is defined as the 24-hour period beginning midnight through 11:59 pm on the holiday. An employee will be considered to have worked on a holiday when 50% or more of the employee’s shift hours fall on the holiday.

C. SCHEDULED OFF ON HOLIDAYS

Each Department Director, in conjunction with Administration, will determine the appropriateness of closing the department(s), or if volume allows, operate on a reduced schedule. Employees who are scheduled off for the Holiday due to pre-approved time off or department closure may use accrued Paid Time Off. If an employee is cancelled/Flexed off due to low volume, the employee may choose to use accrued Paid Time Off.

D. HOLIDAY OBLIGATION

The Hospital shall continue holiday scheduling practices on a department by department basis, including any obligation to work specific holidays each year (e.g. employees work two (2) winter holidays).

E. MISCELLANEOUS

In addition to these six (6) holidays, there may be other days during the year (such as, but not limited to, the day after Thanksgiving) when it may be determined by the Department Director and Administration to close a department or operate with a minimal staff. Those who work these other days are not eligible for premium pay.

ARTICLE 17 – HEALTH AND SAFETY

A. GENERAL

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

1. Reporting of Health and Safety Hazards by Employees

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

2. In-Service

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

3. Personal Protective Equipment

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

B. COMMUNICABLE DISEASES

1. The Facility will work to eliminate or minimize Employee exposure to communicable diseases.
2. The Facility shall provide information and training to Employees on communicable diseases to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, and methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Facility shall make appropriate vaccinations available to Employees who are at risk of exposure to infectious agents.

3. Hepatitis “B”

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

4. Other Testing and or Treatment for On-the-Job Exposure

The Facility 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.

5. Needlestick Injury Log

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

6. Vaccination

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

Employees shall not be required to wear a mask based solely on their (non) vaccination status, unless deemed appropriate by Tenet’s Chief Medical Officer (CMO) and/or required by a regulatory agency. Any such mask-wearing policy shall be equally applicable to all employees, as designated in the policy.

C. WORKPLACE VIOLENCE

The Facility will maintain a comprehensive workplace violence prevention program.

D. COUNSELING

The Facility will offer an Employee Assistance Program (EAP), a professional counseling service, which offers confidential help for day-to-day concerns or difficult times.

E. PHYSICAL EXAMS

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

have been spent in having the Facility-designated physician or Registered Nurse perform the examination(s) shall be considered as hours worked.

3. An employee who sustains an injury at work, or otherwise becomes ill at work, and who is referred by the employer to an off-site location for a medical examination will be offered appropriate transportation by the employer, if such transportation is deemed necessary by the facility.

F. PARKING-AND SECURITY

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

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

G. INJURY PREVENTION

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

ARTICLE 18 – EDUCATION BENEFITS

A. EDUCATIONAL ASSISTANCE BENEFITS

The Hospitals’ existing educational assistance policy shall continue to apply, except as otherwise noted in this article.

B. REIMBURSEMENT LEVELS

Benefit eligible employees will be reimbursed for the cost of tuition and books up to a maximum calendar year amount as follows:

| Status | Less than Four (4) of continuous service | More than Four (4) years of continuous service | More than Five (5) years or of continuous service |
|---------------|---|---|--|
| Full-Time | \$1,000 | \$1,500 | \$2,000 |
| Part-Time | \$500 | \$750 | \$1,000 |

All benefits provided under the Educational Assistance program are subject to Hospital wide budgetary restrictions.

C. TIMELY SUBMISSION

If an employee fails to provide receipts for a previously approved educational assistance reimbursement within three (3) months following completion of a course, the Hospital will not be required to reimburse the employee.

D. MANDATORY JOB REQUIREMENTS

Employees are required to remain in good standing as it relates to any job required certification, licensure, or other hospital job requirement such as the annual TB test. All mandatory education

courses provided by the Hospital, including compliance-related requirements such as ethics or other training programs and related consent processes, including .edu courses, will be treated as hours worked, as required by law. Employees failing to maintain any job related requirement, including any mandatory education courses and related requirements, will be subject to disciplinary action up to and including termination of employment.

ARTICLE 19 – LEAVES OF ABSENCE

A. STATUTORY LEAVES

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

B. UNION LEAVE

Notwithstanding the above, Employees who have been in the employ of the Employer for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed one (1) year. The Employer may not permanently fill the Employee's position for the first ninety (90) days. No more than one (1) Employee per facility may take such a leave at any one time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.

1. Health Insurance

Benefits may be continued under the provision of COBRA.

2. Unpaid

Union leaves of absence are unpaid.

3. Accrual of Benefits

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

4. Return to Work from a Union Leave

When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if such position is vacant. If conditions in the Employer have so changed that it would not be feasible to reinstate him/her in such manner, then the Employer will reinstate the Employee to as nearly comparable position and shift as is reasonable under the circumstances. If an Employee wishes to return from leave early he/she must give the Employer at least four (4) weeks' notice prior to reinstatement.

C. GENERAL LEAVE

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

D. REQUESTS FOR A LEAVE OF ABSENCE

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

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

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

A request for a Leave of Absence must be submitted in writing and must be approved in writing by the Employee's Department Head/Director and Employer Human Resources Department before the leave begins.

E. RETURN TO WORK FROM A LEAVE

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

When an Employee returns to work, in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if vacant.

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

If the position is not vacant and the Employee's return date is not within thirty (30) days, the Facility will reinstate the Employee to a comparable vacant position, provided the Employee satisfies the job requirements and it is reasonable to believe that he/she can satisfactorily perform the job with minimal orientation and training within two (2) weeks. However, if a vacant position within the same classification, position, shift, unit and scheduled hours becomes available within three (3) months of the Employee being reinstated into a comparable position, the Employee may apply for the position and will be granted priority over all other applicants, except those on the recall list.

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

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

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

F. MEDICAL DISABILITY LEAVE

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

G. CONTINUATION OF HEALTH BENEFITS

Benefits may be continued pursuant to Tenet's existing Benefits and Leave of Absence policy, Benefits Summary Plan Description, and according to state and federal law.

H. LENGTH OF LEAVES

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

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

I. USE OF PAID TIME OFF DURING LEAVES

Except as otherwise agreed, Employees will use any accumulated Paid Time Off (PTO) Plan and extended illness benefits if applicable in connection with leaves of absence granted pursuant to this Article. Paid time off and/or reserve sick benefits utilized during a leave covered by state Workers Compensation or State Disability benefits, such paid time off or accrued reserved sick benefits shall be integrated with the state benefits in order to fully replace the Employee's regular wages, until such benefits are exhausted.

J. MODIFIED DUTY PROGRAMS

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

2. Prior to participating in the Transitional Duty (Modified Duty) Program, an Employee shall be provided Transitional Duty (Modified Duty) Program Information, and will be required to sign the Transitional Duty Agreement.

K. BEREAVEMENT LEAVE

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

1. Immediate Family

“Immediate family” is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren and current: brothers-and sisters-in-law, fathers-and mothers-in-law, stepsisters, step brothers, stepchildren, step-grandchildren, legal wards, domestic partners, and individuals who are not legally related but who reside with the Employee.

2. Pay

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

a. Additional Bereavement Leave

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

b. Time Off for Additional Relatives

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

L. JURY DUTY LEAVE

1. Eligibility

Regular Full-time employees and part-time 1 employees called to jury duty after completing ninety (90) days of employment may be eligible to receive a portion of their hourly base pay for a limited time while serving on jury duty. In the event that a regular full-time employee cannot be excused or cannot rearrange her/his working schedule to avoid a conflict, the employee will be paid her/his base daily rate for each full working day missed because of jury duty for a maximum of eighty (80) hours pay within a thirty-six (36) month period, except where otherwise required by law. A Part-time 1 employee may receive up to a maximum of forty (40) hours pay within a thirty-six (36) month period, except as otherwise required by law. Any additional time served on jury duty by the employee during this period shall be without pay.

2. Jury Duty Attendance and Work Requirement

- a. Evidence of jury duty attendance must be presented to the Employer.
- b. An Employee required to report for jury duty will be excused from work on the day(s) the employee is required to report to the court for jury duty. However, if excused from Jury Duty two (2) hours or more prior to the start of an Employee's regular shift, the employee will contact the staffing office, house supervisor or department director to determine if needed, and if needed the employee will come to work for that shift. Night shift employees will be excused the shift before and the shift after they are required to report to court for jury duty.

3. Return to Work

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

4. Continuation of Benefits

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

M. WITNESS LEAVE

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

N. PAY AND BENEFITS

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

O. REDUCTION IN FORCE

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

P. TERMINATION DURING LEAVE OF ABSENCE

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

1. the failure to keep the Employer informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave;
2. misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto; and

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

Q. PHYSICAL EXAMINATIONS

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

ARTICLE 20 – JOB SECURITY

A. SUCCESSORSHIP PROTECTION

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

B. TRANSFER OPTION

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

ARTICLE 21 – MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 22 – SUBCONTRACTING

The Facility may subcontract all or part of any operation performed by represented Employees. Where such subcontracting would displace an Employee represented by NUHW, the Facility 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. In the event that the subcontracting of any operation would result in the displacement of twenty (20) or more employees represented by NUHW, the Facility will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.

ARTICLE 23 – UNION SECURITY

A. UNION MEMBERSHIP AS A CONDITION OF EMPLOYMENT

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment. The Employer will provide all new hire employees who are hired into the bargaining unit with the Union Membership Application/Payroll Deduction Form.

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

B. FAILURE TO MAKE REQUIRED PAYMENTS

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his/her last known address, in which to comply.

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

C. 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 during the first pay period of each calendar month a sum equal to the employee's union initiation fees or monthly membership dues, uniformly required, and only so long as such employee was employed by the Employer at the time such obligation became due.

The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status, (e.g. Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

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

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

ARTICLE 24 – WORK STOPPAGE

A. PROHIBITED ACTIVITY

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

B. WAIVER BY UNION

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this article expressly prohibits:

- a. sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit);
- b. strikes over disputes that are not subject to arbitration; and
- c. strikes in protest of alleged violations of state or federal law.

Any statutory right under the National Labor Relations Act which an employee may otherwise have to engage in such conduct is hereby expressly waived by the Union.

C. UNION OBLIGATION

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

D. PENALTY

Any employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Facility 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 she/he in fact participated in such prohibited activity and whether the discipline is discriminatory.

E. UNION OFFICIALS

The Union's business representatives and Stewards shall attempt to end any violation of this article by personally complying with the Article, and by urging others to do so. Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this section.

F. NO LOCKOUTS

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

G. EXPEDITED ARBITRATION

Without resort to the grievance procedure, any dispute regarding an alleged violation or threatened violation of this article may be submitted to expedited arbitration by either party upon written notice to the other party. Within twenty-four hours of any request to arbitrate, or as soon thereafter as any arbitrator is available, an alleged violation of this article a hearing shall be held, telephonically or otherwise, before any one of the arbitrators identified in Article 9, Section C of this Agreement. The first available arbitrator in sequential order from the list shall be selected. The arbitrator shall determine and advise the parties of the time and place of such hearing. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness was present. The sole issue before the arbitrator shall

be whether this Article has been violated and what relief, if any, for such violation is appropriate. In the event the arbitrator finds any violation of this article, the arbitrator may order any party to cease and desist from such violation and award damages, and the arbitrator may order such interim relief as she or he deems appropriate. The arbitrator may issue his or her award at any time, but in no event later than 24 hours after the hearing. Any decision supporting such award shall be issued within seven (7) days of the close of the hearing. The arbitrator's decision and award shall be final and binding on the parties. Nothing herein shall be deemed or construed to limit or preclude any party's right to any judicial remedy, including but not limited to injunctive relief and damages. The fees and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

ARTICLE 25 – NOTICES

Notices by the Union to the Facility shall be:

- 1) Mailed, by certified mail, return receipt requested, or;
- 2) Sent by facsimile (if fax receipt confirmed) with a hard copy mailed or;
- 3) Hand-delivered;

to the following address:

**Chief Human Resources Officer
Fountain Valley Regional Hospital & Medical Center
17100 Euclid St
Fountain Valley, California 92708**

Notices by the Employer to the Union shall be:

- 1) Mailed, by certified mail, return receipt requested, or;
- 2) Sent by facsimile (if fax receipt confirmed) with a hard copy mailed or;
- 3) Hand-delivered;

to the following address:

**President, National Union of Healthcare Workers
5801 Christie Ave, Suite 525
Emeryville, CA 94608**

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 27 – ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit Employees covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Notwithstanding, the parties understand that issues may arise from time to time during the term of this Agreement that may not have been covered by this Agreement that one party or the other feel need to be discussed. It

is agreed therefore, that either party may raise such issues and the other agrees to meet and confer with respect to such issue(s) in an attempt to try to reach a mutual resolution of such issue, however, arbitration is not a remedy in the event the parties are unable to reach agreement.

ARTICLE 28 – TERM

This Agreement shall become effective May 5, 2017 and shall continue in full force and effect for a period of three (3) years, until May 4, 2020. 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 not less than ninety (90) days before the end of the term of its desire to terminate, change, amend or add to this Agreement.

ARTICLE 29 – EMPLOYMENT & INCOME SECURITY

The parties acknowledge the common goal of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances where avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal, where appropriate.

ARTICLE 30 – BARGAINING UNIT EMPLOYEES

A. SUPERVISORY EMPLOYEES

The Employer recognizes the fact that bona fide supervisory employees (pursuant to NLRB definition and/or case law) are, for example, those who have the authority to hire, promote, discipline, discharge, or otherwise effect changes in the status of bargaining unit employees or effectively recommend such action. The Employer shall not establish jobs or job titles for the express purpose of excluding NUHW-represented employees from the bargaining unit as established in Article 1 – Recognition of this Agreement. Moreover, the Employer shall not call off NUHW-represented employees solely for the express purpose of replacing them with bona fide supervisory employees; however, this shall not prevent supervisory employees from performing work as needed, when patient care or other operational needs arise.

B. SPECIAL PROGRAMS

The Employer agrees that programs such as JTPA, Developmentally Disabled Programs, volunteers, students, student interns or other student programs and summer youth programs are not intended to be used for the purpose of displacing bargaining unit employees.

**FOUNTAIN VALLEY REGIONAL
HOSPITAL AND MEDICAL CENTER**

**NATIONAL UNION OF HEALTHCARE
WORKERS**

Kendrick Russell 8/30/17
Kendrick Russell Date
Chief Human Resources Officer

Sal Rosselli 9/20/17
Sal Rosselli Date
President

Amita Patel 8/30/17
Amita Patel Date
Director, Laboratory

Antonio Orea 9/20/17
Antonio Orea Date
Organizer

Gerald Boden 8/30/17
Gerald Boden Date
Director, Pharmacy

Barbara Lewis 9/20/17
Barbara Lewis Date
Director of Training/Education

Robert McKewen 8/30/17
Robert McKewen Date
Director, Radiology

Joshua Jesus 8/31/17
Joshua Jesus Date
Radiology Tech

Monique Tu 8/31/17
Monique Tu Date
Ultrasound Tech

Hannah Le 8/31/17
Hannah Le Date
Pharmacy Tech

Dave Seboldt 9-19-17
Dave Seboldt Date
Plant Maintenance

Ron Rosano 9-1-17
Ron Rosano Date
OR Tech

Gary Bernstein

Gary Bernstein
Respiratory Therapy

9/1/17

Date

Elizabeth McCarthy

Elizabeth McCarthy
Respiratory Therapy

09.01.2017

Date

Milo Vlcek

Milo Vlcek
Phlebotomist

09-06-2017

Date

Rosario Castillo 8/31/17

Rosario Castillo
Lab Tech

Date

Victor Martinez

Victor Martinez
Nursing Assistant

8/31/17

Date

Mailinh Nguyen

Mailinh Nguyen
Nursing Assistant

08/31/17

Date

Catherine Ewing

Catherine Ewing
Unit Secretary

8/31/17

Date

Michael Hsu

Michael Hsu
Cath Lab

9/1/17

Date

APPENDIX A – DEPARTMENT DEFINITIONS

For purpose of Bidding for Jobs Vacancies, Reduction in Force and Bumping, Article 4 – Seniority applies using the following Department Definitions.

CARDIAC

Cardiology
Cath Lab
EKG

COMMUNICATIONS

ENGINEERING

NURSING UNITS

2E- Medical Pulmonary
3E- Telemetry
4E- Medical Acute
DOU
Emergency Room
Float Pool
ICU
Labor & Delivery
MBCU
NICU/PICU
Nursery
Orthopedic
Pediatrics
Surgical
Telemetry
Wound Care

OPERATING ROOM/SAME DAY SURGERY

Anesthesiology
GI
OR
PACU
Same Day Surgery
SPD

PHARMACY

RADIOLOGY MRI

Imaging
Nuclear Medicine
Ultrasound

LABORATORY

Clinical
Pathology

RESPIRATORY

PHYSICAL THERAPY

Occupational Therapy

WAREHOUSE

Central Supply
Mailroom

APPENDIX B – WAGE SCALES

Effective April 1, 2017

| Job Title | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AIDE- IMAGING | 14.17 | 14.60 | 15.04 | 15.49 | 15.95 | 16.43 | 16.92 | 17.43 | 17.95 | 18.49 | 19.04 |
| AIDE- LAB | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| AIDE- PHYSICAL THERAPY N | 14.44 | 14.89 | 15.35 | 15.83 | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 |
| ASST- OCC THERAPIST N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| ASST- PHYSICAL THERAPY N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| CARDIO DUAL MODTECH | 37.76 | 38.89 | 40.06 | 41.26 | 42.50 | 43.78 | 45.09 | 46.44 | 47.83 | 49.26 | 50.74 |
| CATH LAB SECRETARY | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| CERTIFIED NURSING ASST | 15.87 | 16.35 | 16.84 | 17.35 | 17.87 | 18.41 | 18.96 | 19.53 | 20.12 | 20.72 | 21.34 |
| CLERK- DISTRIBUTION MAT | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- INVENTORY CNTRL | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- SHIPPING - RCVNG | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| COURIER | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |
| ENGINEER- STATIONARY | 27.50 | 28.33 | 29.18 | 30.06 | 30.96 | 31.89 | 32.85 | 33.84 | 34.86 | 35.91 | 36.99 |
| HVAC TECH III | 24.41 | 25.16 | 25.93 | 26.72 | 27.54 | 28.38 | 29.25 | 30.14 | 31.06 | 32.01 | 32.99 |
| LVN | 21.89 | 22.56 | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 |
| MAINTANCE ENGINEER | 24.80 | 25.54 | 26.31 | 27.10 | 27.91 | 28.75 | 29.61 | 30.50 | 31.42 | 32.36 | 33.33 |
| NURSING ASSISTANT | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| OPERATOR- PBX | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| OPERATOR- PBX CHIEF | 18.00 | 18.56 | 19.13 | 19.72 | 20.33 | 20.95 | 21.59 | 22.25 | 22.93 | 23.63 | 24.35 |
| PAINTER | 20.78 | 21.42 | 22.08 | 22.76 | 23.46 | 24.18 | 24.92 | 25.68 | 26.47 | 27.28 | 28.11 |
| PATIENT SITTER | 11.00 | 11.33 | 11.67 | 12.02 | 12.38 | 12.75 | 13.13 | 13.52 | 13.93 | 14.35 | 14.78 |
| PCA | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| PHLEBOTOMIST | 18.48 | 19.03 | 19.60 | 20.19 | 20.80 | 21.42 | 22.06 | 22.72 | 23.40 | 24.10 | 24.82 |
| SECRETARY- UNIT | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| TECH- ANESTHESIA | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 | 30.49 | 31.42 |
| TECH- CENTRAL SVCS | 16.62 | 17.13 | 17.66 | 18.20 | 18.76 | 19.34 | 19.94 | 20.55 | 21.18 | 21.83 | 22.50 |
| TECH- CT | 36.55 | 37.66 | 38.80 | 39.98 | 41.19 | 42.44 | 43.73 | 45.06 | 46.43 | 47.84 | 49.29 |
| TECH- CV-NON-INVASIVE N | 32.50 | 33.48 | 34.48 | 35.51 | 36.58 | 37.68 | 38.81 | 39.97 | 41.17 | 42.41 | 43.68 |
| TECH- EKG | 19.62 | 20.22 | 20.84 | 21.48 | 22.14 | 22.82 | 23.52 | 24.24 | 24.98 | 25.74 | 26.53 |
| TECH- EMERGENCY CARE N | 16.97 | 17.49 | 18.03 | 18.59 | 19.16 | 19.75 | 20.36 | 20.99 | 21.63 | 22.29 | 22.97 |
| TECH- ENDOSCOPY N | 16.00 | 16.48 | 16.97 | 17.48 | 18.00 | 18.54 | 19.10 | 19.67 | 20.26 | 20.87 | 21.50 |
| TECH- LAB | 17.75 | 18.30 | 18.86 | 19.44 | 20.04 | 20.66 | 21.29 | 21.94 | 22.61 | 23.30 | 24.01 |
| TECH- MRI | 36.87 | 37.99 | 39.14 | 40.33 | 41.55 | 42.81 | 44.11 | 45.45 | 46.83 | 48.25 | 49.71 |
| TECH- NUCLEAR MED | 41.38 | 42.64 | 43.93 | 45.26 | 46.63 | 48.04 | 49.50 | 51.00 | 52.55 | 54.14 | 55.78 |
| TECH- OR | 22.03 | 22.71 | 23.41 | 24.13 | 24.87 | 25.63 | 26.41 | 27.22 | 28.05 | 28.91 | 29.79 |
| TECH- PHARMACY | 20.90 | 21.54 | 22.20 | 22.88 | 23.58 | 24.30 | 25.04 | 25.81 | 26.60 | 27.41 | 28.25 |
| TECH- RADIOLOGY | 28.17 | 29.03 | 29.92 | 30.83 | 31.77 | 32.74 | 33.74 | 34.77 | 35.83 | 36.92 | 38.04 |
| TECH- SPECIAL PROCEDURE | 37.50 | 38.64 | 39.81 | 41.02 | 42.27 | 43.55 | 44.87 | 46.23 | 47.63 | 49.07 | 50.56 |
| TECH- SURGICAL PROCED | 15.50 | 15.97 | 16.45 | 16.94 | 17.45 | 17.97 | 18.51 | 19.07 | 19.64 | 20.23 | 20.84 |
| TECH- ULTRASOUND | 38.02 | 39.18 | 40.37 | 41.60 | 42.86 | 44.16 | 45.50 | 46.88 | 48.30 | 49.76 | 51.27 |
| TECH-CV-INVASIVE N | 35.25 | 36.32 | 37.42 | 38.56 | 39.73 | 40.94 | 42.18 | 43.46 | 44.78 | 46.14 | 47.54 |
| TECH-MED LAB (MLT) | 26.61 | 27.41 | 28.23 | 29.08 | 29.95 | 30.85 | 31.78 | 32.73 | 33.71 | 34.72 | 35.76 |
| TECH-MONITOR | 16.13 | 16.63 | 17.14 | 17.67 | 18.22 | 18.78 | 19.36 | 19.96 | 20.57 | 21.20 | 21.85 |
| THERAPIST- RESP | 32.23 | 33.20 | 34.20 | 35.23 | 36.29 | 37.38 | 38.50 | 39.66 | 40.85 | 42.08 | 43.34 |
| TRANSPORT | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |

Effective April 1, 2018

| Job Title | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AIDE- IMAGING | 14.17 | 14.60 | 15.04 | 15.49 | 15.95 | 16.43 | 16.92 | 17.43 | 17.95 | 18.49 | 19.04 |
| AIDE- LAB | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| AIDE- PHYSICAL THERAPY N | 14.44 | 14.89 | 15.35 | 15.83 | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 |
| ASST- OCC THERAPIST N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| ASST- PHYSICAL THERAPY N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| CARDIO DUAL MODTECH | 37.76 | 38.89 | 40.06 | 41.26 | 42.50 | 43.78 | 45.09 | 46.44 | 47.83 | 49.26 | 50.74 |
| CATH LAB SECRETARY | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| CERTIFIED NURSING ASST | 15.87 | 16.35 | 16.84 | 17.35 | 17.87 | 18.41 | 18.96 | 19.53 | 20.12 | 20.72 | 21.34 |
| CLERK- DISTRIBUTION MAT | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- INVENTORY CNTRL | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- SHIPPING - RCVNG | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| COURIER | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |
| ENGINEER- STATIONARY | 27.50 | 28.33 | 29.18 | 30.06 | 30.96 | 31.89 | 32.85 | 33.84 | 34.86 | 35.91 | 36.99 |
| HVAC TECH III | 24.41 | 25.16 | 25.93 | 26.72 | 27.54 | 28.38 | 29.25 | 30.14 | 31.06 | 32.01 | 32.99 |
| LVN | 21.89 | 22.56 | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 |
| MAINTANCE ENGINEER | 24.80 | 25.54 | 26.31 | 27.10 | 27.91 | 28.75 | 29.61 | 30.50 | 31.42 | 32.36 | 33.33 |
| NURSING ASSISTANT | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| OPERATOR- PBX | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| OPERATOR- PBX CHIEF | 18.00 | 18.56 | 19.13 | 19.72 | 20.33 | 20.95 | 21.59 | 22.25 | 22.93 | 23.63 | 24.35 |
| PAINTER | 20.78 | 21.42 | 22.08 | 22.76 | 23.46 | 24.18 | 24.92 | 25.68 | 26.47 | 27.28 | 28.11 |
| PATIENT SITTER | 12.00 | 12.36 | 12.73 | 13.11 | 13.50 | 13.91 | 14.33 | 14.76 | 15.20 | 15.66 | 16.13 |
| PCA | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| PHLEBOTOMIST | 18.48 | 19.03 | 19.60 | 20.19 | 20.80 | 21.42 | 22.06 | 22.72 | 23.40 | 24.10 | 24.82 |
| SECRETARY- UNIT | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| TECH- ANESTHESIA | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 | 30.49 | 31.42 |
| TECH- CENTRAL SVCS | 16.62 | 17.13 | 17.66 | 18.20 | 18.76 | 19.34 | 19.94 | 20.55 | 21.18 | 21.83 | 22.50 |
| TECH- CT | 36.55 | 37.66 | 38.80 | 39.98 | 41.19 | 42.44 | 43.73 | 45.06 | 46.43 | 47.84 | 49.29 |
| TECH- CV-NON-INVASIVE N | 32.50 | 33.48 | 34.48 | 35.51 | 36.58 | 37.68 | 38.81 | 39.97 | 41.17 | 42.41 | 43.68 |
| TECH- EKG | 19.62 | 20.22 | 20.84 | 21.48 | 22.14 | 22.82 | 23.52 | 24.24 | 24.98 | 25.74 | 26.53 |
| TECH- EMERGENCY CARE N | 16.97 | 17.49 | 18.03 | 18.59 | 19.16 | 19.75 | 20.36 | 20.99 | 21.63 | 22.29 | 22.97 |
| TECH- ENDOSCOPY N | 16.00 | 16.48 | 16.97 | 17.48 | 18.00 | 18.54 | 19.10 | 19.67 | 20.26 | 20.87 | 21.50 |
| TECH- LAB | 17.75 | 18.30 | 18.86 | 19.44 | 20.04 | 20.66 | 21.29 | 21.94 | 22.61 | 23.30 | 24.01 |
| TECH- MRI | 36.87 | 37.99 | 39.14 | 40.33 | 41.55 | 42.81 | 44.11 | 45.45 | 46.83 | 48.25 | 49.71 |
| TECH- NUCLEAR MED | 41.38 | 42.64 | 43.93 | 45.26 | 46.63 | 48.04 | 49.50 | 51.00 | 52.55 | 54.14 | 55.78 |
| TECH- OR | 22.03 | 22.71 | 23.41 | 24.13 | 24.87 | 25.63 | 26.41 | 27.22 | 28.05 | 28.91 | 29.79 |
| TECH- PHARMACY | 20.90 | 21.54 | 22.20 | 22.88 | 23.58 | 24.30 | 25.04 | 25.81 | 26.60 | 27.41 | 28.25 |
| TECH- RADIOLOGY | 28.17 | 29.03 | 29.92 | 30.83 | 31.77 | 32.74 | 33.74 | 34.77 | 35.83 | 36.92 | 38.04 |
| TECH- SPECIAL PROCEDURE | 37.50 | 38.64 | 39.81 | 41.02 | 42.27 | 43.55 | 44.87 | 46.23 | 47.63 | 49.07 | 50.56 |
| TECH- SURGICAL PROCED | 15.50 | 15.97 | 16.45 | 16.94 | 17.45 | 17.97 | 18.51 | 19.07 | 19.64 | 20.23 | 20.84 |
| TECH- ULTRASOUND | 38.02 | 39.18 | 40.37 | 41.60 | 42.86 | 44.16 | 45.50 | 46.88 | 48.30 | 49.76 | 51.27 |
| TECH-CV-INVASIVE N | 35.25 | 36.32 | 37.42 | 38.56 | 39.73 | 40.94 | 42.18 | 43.46 | 44.78 | 46.14 | 47.54 |
| TECH-MED LAB (MLT) | 26.61 | 27.41 | 28.23 | 29.08 | 29.95 | 30.85 | 31.78 | 32.73 | 33.71 | 34.72 | 35.76 |
| TECH-MONITOR | 16.13 | 16.63 | 17.14 | 17.67 | 18.22 | 18.78 | 19.36 | 19.96 | 20.57 | 21.20 | 21.85 |
| THERAPIST- RESP | 32.23 | 33.20 | 34.20 | 35.23 | 36.29 | 37.38 | 38.50 | 39.66 | 40.85 | 42.08 | 43.34 |
| TRANSPORT | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |

Effective April 1, 2019

| Job Title | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AIDE- IMAGING | 14.17 | 14.60 | 15.04 | 15.49 | 15.95 | 16.43 | 16.92 | 17.43 | 17.95 | 18.49 | 19.04 |
| AIDE- LAB | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| AIDE- PHYSICAL THERAPY N | 14.44 | 14.89 | 15.35 | 15.83 | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 |
| ASST- OCC THERAPIST N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| ASST- PHYSICAL THERAPY N | 26.12 | 26.92 | 27.74 | 28.59 | 29.46 | 30.36 | 31.29 | 32.24 | 33.22 | 34.23 | 35.27 |
| CARDIO DUAL MODTECH | 37.76 | 38.89 | 40.06 | 41.26 | 42.50 | 43.78 | 45.09 | 46.44 | 47.83 | 49.26 | 50.74 |
| CATH LAB SECRETARY | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| CERTIFIED NURSING ASST | 15.87 | 16.35 | 16.84 | 17.35 | 17.87 | 18.41 | 18.96 | 19.53 | 20.12 | 20.72 | 21.34 |
| CLERK- DISTRIBUTION MAT | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- INVENTORY CNTRL | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| CLERK- SHIPPING - RCVNG | 16.65 | 17.16 | 17.69 | 18.24 | 18.80 | 19.38 | 19.98 | 20.59 | 21.22 | 21.87 | 22.54 |
| COURIER | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |
| ENGINEER- STATIONARY | 27.50 | 28.33 | 29.18 | 30.06 | 30.96 | 31.89 | 32.85 | 33.84 | 34.86 | 35.91 | 36.99 |
| HVAC TECH III | 24.41 | 25.16 | 25.93 | 26.72 | 27.54 | 28.38 | 29.25 | 30.14 | 31.06 | 32.01 | 32.99 |
| LVN | 21.89 | 22.56 | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 |
| MAINTANCE ENGINEER | 24.80 | 25.54 | 26.31 | 27.10 | 27.91 | 28.75 | 29.61 | 30.50 | 31.42 | 32.36 | 33.33 |
| NURSING ASSISTANT | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| OPERATOR- PBX | 16.32 | 16.82 | 17.34 | 17.88 | 18.43 | 19.00 | 19.59 | 20.19 | 20.81 | 21.45 | 22.11 |
| OPERATOR- PBX CHIEF | 18.00 | 18.56 | 19.13 | 19.72 | 20.33 | 20.95 | 21.59 | 22.25 | 22.93 | 23.63 | 24.35 |
| PAINTER | 20.78 | 21.42 | 22.08 | 22.76 | 23.46 | 24.18 | 24.92 | 25.68 | 26.47 | 27.28 | 28.11 |
| PATIENT SITTER | 13.00 | 13.39 | 13.79 | 14.20 | 14.63 | 15.07 | 15.52 | 15.99 | 16.47 | 16.96 | 17.47 |
| PCA | 15.37 | 15.85 | 16.34 | 16.85 | 17.37 | 17.91 | 18.46 | 19.03 | 19.62 | 20.22 | 20.84 |
| PHLEBOTOMIST | 18.48 | 19.03 | 19.60 | 20.19 | 20.80 | 21.42 | 22.06 | 22.72 | 23.40 | 24.10 | 24.82 |
| SECRETARY- UNIT | 15.33 | 15.80 | 16.29 | 16.79 | 17.31 | 17.84 | 18.39 | 18.96 | 19.54 | 20.14 | 20.76 |
| TECH- ANESTHESIA | 23.25 | 23.96 | 24.69 | 25.45 | 26.23 | 27.03 | 27.86 | 28.71 | 29.59 | 30.49 | 31.42 |
| TECH- CENTRAL SVCS | 16.62 | 17.13 | 17.66 | 18.20 | 18.76 | 19.34 | 19.94 | 20.55 | 21.18 | 21.83 | 22.50 |
| TECH- CT | 36.55 | 37.66 | 38.80 | 39.98 | 41.19 | 42.44 | 43.73 | 45.06 | 46.43 | 47.84 | 49.29 |
| TECH- CV-NON-INVASIVE N | 32.50 | 33.48 | 34.48 | 35.51 | 36.58 | 37.68 | 38.81 | 39.97 | 41.17 | 42.41 | 43.68 |
| TECH- EKG | 19.62 | 20.22 | 20.84 | 21.48 | 22.14 | 22.82 | 23.52 | 24.24 | 24.98 | 25.74 | 26.53 |
| TECH- EMERGENCY CARE N | 16.97 | 17.49 | 18.03 | 18.59 | 19.16 | 19.75 | 20.36 | 20.99 | 21.63 | 22.29 | 22.97 |
| TECH- ENDOSCOPY N | 16.00 | 16.48 | 16.97 | 17.48 | 18.00 | 18.54 | 19.10 | 19.67 | 20.26 | 20.87 | 21.50 |
| TECH- LAB | 17.75 | 18.30 | 18.86 | 19.44 | 20.04 | 20.66 | 21.29 | 21.94 | 22.61 | 23.30 | 24.01 |
| TECH- MRI | 36.87 | 37.99 | 39.14 | 40.33 | 41.55 | 42.81 | 44.11 | 45.45 | 46.83 | 48.25 | 49.71 |
| TECH- NUCLEAR MED | 41.38 | 42.64 | 43.93 | 45.26 | 46.63 | 48.04 | 49.50 | 51.00 | 52.55 | 54.14 | 55.78 |
| TECH- OR | 22.03 | 22.71 | 23.41 | 24.13 | 24.87 | 25.63 | 26.41 | 27.22 | 28.05 | 28.91 | 29.79 |
| TECH- PHARMACY | 20.90 | 21.54 | 22.20 | 22.88 | 23.58 | 24.30 | 25.04 | 25.81 | 26.60 | 27.41 | 28.25 |
| TECH- RADIOLOGY | 28.17 | 29.03 | 29.92 | 30.83 | 31.77 | 32.74 | 33.74 | 34.77 | 35.83 | 36.92 | 38.04 |
| TECH- SPECIAL PROCEDURE | 37.50 | 38.64 | 39.81 | 41.02 | 42.27 | 43.55 | 44.87 | 46.23 | 47.63 | 49.07 | 50.56 |
| TECH- SURGICAL PROCED | 15.50 | 15.97 | 16.45 | 16.94 | 17.45 | 17.97 | 18.51 | 19.07 | 19.64 | 20.23 | 20.84 |
| TECH- ULTRASOUND | 38.02 | 39.18 | 40.37 | 41.60 | 42.86 | 44.16 | 45.50 | 46.88 | 48.30 | 49.76 | 51.27 |
| TECH-CV-INVASIVE N | 35.25 | 36.32 | 37.42 | 38.56 | 39.73 | 40.94 | 42.18 | 43.46 | 44.78 | 46.14 | 47.54 |
| TECH-MED LAB (MLT) | 26.61 | 27.41 | 28.23 | 29.08 | 29.95 | 30.85 | 31.78 | 32.73 | 33.71 | 34.72 | 35.76 |
| TECH-MONITOR | 16.13 | 16.63 | 17.14 | 17.67 | 18.22 | 18.78 | 19.36 | 19.96 | 20.57 | 21.20 | 21.85 |
| THERAPIST- RESP | 32.23 | 33.20 | 34.20 | 35.23 | 36.29 | 37.38 | 38.50 | 39.66 | 40.85 | 42.08 | 43.34 |
| TRANSPORT | 13.66 | 14.08 | 14.52 | 14.97 | 15.43 | 15.91 | 16.40 | 16.91 | 17.43 | 17.97 | 18.52 |

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

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

Weingarten Rules/Statement:

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

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

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

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

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