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K#: **7995**

Employer Name: **Cedars-Sinai Medical Center**

Location: **Los Angeles CA**

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AGREEMENT

by and between

CEDARS-SINAI MEDICAL CENTER

and

HEALTH CARE EMPLOYEES UNION

LOCAL 399

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO, CLC

April 1, 2004 - March 31, 2007

137 pages

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AGREEMENT

WHEREAS, it is the intent and purpose of the Parties to promote and improve labor relations among the Employer, its Employees and the Union; and

WHEREAS, it is the intent and purpose of the Parties that the Employer, the Employees and the Union, treat each other with mutual dignity, respect, and courtesy; and

WHEREAS, it is the intent and purpose of the Parties that the Employer, the Employees and the Union, will endeavor to peacefully and promptly resolve disputes which arise;

NOW THEREFORE, THIS AGREEMENT is made and entered into this 1st day of April, 2004, by and between CEDARS-SINAI MEDICAL CENTER (hereinafter called "Employer") and HEALTH CARE EMPLOYEES UNION, LOCAL 399, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC (hereinafter called the "Union").

ARTICLE 1. RECOGNITION OF UNION AND BARGAINING UNIT DESCRIPTION

§ 1. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of the Employer's current and future employees employed at its general acute care facility including, but not limited to, the Steven Spielberg/Administrative Services Building, the Torrance Warehouse, Thaliens

Community Mental Health Center, the Max Factor, Hart and Broidy Towers, the 310 San Vicente Building, the Mark Taper Imaging Center, the Mark Goodson Building, and the Saperstein Critical Care Tower, and the medical services contained therein, in the classifications set forth below in Article 1, § 5.

§ 2. Nothing contained in Article 1, § 1 shall be construed as permitting the Employer to diminish the bargaining unit by transferring operations and the job classifications working therein and covered by this Agreement at the aforementioned location in Article 1, § 1 to another location.

§ 3. The parties agree that neither Article 1, § 1 or 2 nor any other provision in this Agreement shall apply to any new operation, business, facility or function undertaken by the Employer with another business entity.

§ 4. It is not the Employer's policy to establish jobs or job titles for the purpose of excluding employees covered by this Agreement from the bargaining unit.

§ 5. Classifications covered by this Agreement are listed below:

Central Processing Assistant	LVN II
Central Processing Technician I	Inventory Control Specialist
Central Processing Technician II	Mental Health Worker
Central Processing Technician III	Nursing Communications Technician
Clinical Partner	Receiving Clerk
Cook	Resources Assistant
Craftworker	Senior Craft Worker
Craft Specialist	Senior Orthopedic Technician
Dispatch Operator	Special Service - Host/Hostess

Driver / Receiving Clerk	Stationary Engineer
Environmental Services Group Leader	Steward/Stewardess
Environmental Services Technician	Steward/Stewardess, Captain
First Cook	Storekeeper
Food Service Technician	Surgical Technician I
Lead Craftworker	Surgical Technician II
Lead Craft Specialist	Surgical Technician III
Logistics Technician	Telecommunications Operator II

¶1. Trainees. Trainees shall follow the pattern of the position for which they train so that if the position trained for is excluded from this Agreement the trainee position is similarly excluded; if the position trained for is covered by this Agreement, the trainee too is covered by this Agreement. Notwithstanding the foregoing, trainees who are students, as distinguished from trainees who receive solely on-the-job training, are not covered by this Agreement.

§ 6. Exclusions. The following are excluded from this Agreement: Temporary employees, students and casual employees (on-call and per diem) and confidential employees employed in the classifications listed in Article 1, § 5; all other employees, executives, administrators, supervisors, as defined in the National Labor Management Relations Act, as amended, and any employee whose primary duty consists of the management of the section in which s/he works or who has the authority to hire or fire other employees.

§ 7. Promotion or Transfer to Non-Covered Classification. In the event an employee is promoted or transferred from a classification covered by this Agreement to

a classification not covered by this Agreement, the Employer will give the Union written notice of such promotion or transfer.

§ 8. Vacant Job Classifications. The Employer and the Union recognize that bargaining unit work performed by employees in the below mentioned job classifications remains work within the scope of this Agreement. These classifications are currently vacant and no hiring is currently contemplated.

Accounting Clerk	LVN II Trainee
Assistant Cook	Materials Management Assistant
Central Processing Technician	Medical Service Assistant
Central Processing Technician, Senior	Orthopedics Technician
Clerk (General)	Psychiatric Technician Licensed
Coffee Shop Attendant	Radiology Record Clerk
Computer Operator	Senior Clerk
Darkroom Technician	Senior Darkroom Technician
Data Entry Operator	Support Partner
Duplicating Machine Operator	Surgical Technician
Food Service Assistant	Surgical Technician, Senior
Gardener	Telecommunications Operator I
LVN I	

These classifications are accordingly being removed from Article 1, § 5 of the Agreement. However, if the Employer ever seeks to hire persons to perform work within the scope of the work performed by these classifications, the Employer will notify the Union and the work of the classification will be deemed reinstated to Article 1, § 5.

ARTICLE 2. UNION SECURITY

§ 1. General Rule - Union Payments Required. Except as herein otherwise provided, any employee covered by this Agreement shall become and thereafter remain a member of the Union as a condition of employment within thirty-one days after the date of execution of this Agreement or the date of hire, whichever is later.

§ 2. Maintenance of Membership for Pre-3/31/69 Hires. Present employees who were in the classifications hereinafter listed and who were hired on or before March 31, 1969, shall maintain membership in the Union as a condition of employment during the term of this Agreement if they were members of the Union as of April 1, 1969 or thereafter became or become members:

- Accounting Clerk
- Animal Technician
- Animal Technician Assistant
- Clerk
- Clerk Receptionist
- Clerk Typist
- Craftworker
- Dark Room Technician
- Lab Research Assistant I
- Lab Research Assistant II
- LVN I
- LVN II

Nursing Communications Technician

Nursing Services Technician (if employee was
classified as Nurse Aide immediately prior to
becoming Nursing Services Technician)

Nursing Technician

Psychiatric Technician (Lic.)

Senior Clerk

Senior Clerk Receptionist

Senior Clerk Typist

Senior Craftworker

Stationary Engineer

Surgical Technician

§ 3. Definition of "Membership in Union". For purposes of this Agreement, membership in the Union shall be conditioned solely upon the payment of Union initiation fees and dues uniformly applicable to members of the Union.

§ 4. Failure to Make Required Payments. In the event that any employee who is required to become or remain a member of the Union fails to become or remain a member of the Union and the Union notifies the Employer in writing, with a copy to the employee at his/hers last known address, of the employee's default, such employee shall be terminated if s/he fails to cure the default within seven days after receipt of such notice by tendering to the Union the initiation fees and/or dues owing.

§ 5. Check-Off and Remittance of Union Payments. The Employer shall deduct and remit Union initiation fees and dues for employees whose voluntary, unrevoked check-off authorizations are on file with the Employer in accordance with the following procedure:

¶1. Authorizations. The Union shall furnish the Employer periodically voluntary check-off authorizations signed by employees and shall advise the Employer promptly if and when any such check-off authorization is revoked. On a monthly basis, membership cards in the possession of the Employer will be mailed to the Union.

¶2. Electronic Transmission of Dues Information. The Employer will electronically transmit to the Union, as soon as practicable after close of a payroll period, the wage calculations for that payroll period of bargaining unit employees whose unrevoked authorizations are on file. The Union will electronically transmit to the Employer on a timely basis the amount of the current, regular monthly dues installments to be deducted from the next payroll checks of each such bargaining unit employee. The Employer shall deduct the dues so designated by the Union and the initiation fee installment from each such employee's next payroll checks, remit same to the Union within fifteen days after the close of the payroll period from which they were withheld or, at the Union's option, transmit same by wire transfer to the bank account specified by the Union. The Employer also shall transmit electronically to the Union an alphabetical list specifying the full name of each employee for whom deductions are made and the amount of each such deduction segregated by initiation fees and dues. Social Security numbers will be transmitted in a secured fashion and may be transmitted separately.

¶3. The Employer shall be the agent for receiving the initiation fees and dues deducted, and the deduction of such initiation fees and dues by the Employer shall constitute payment of said initiation fees and dues by the employee.

§ 6. Union Indemnification. The Union agrees to indemnify the Employer and hold the Employer harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with any of the provisions of Article 2, § 5.

§ 7. Information. At the time of employment the Employer shall give a Local 399 membership card and a dues deduction authorization card to each employee covered by the Agreement. On a monthly basis, the Employer shall provide the Union with a list of names, social security numbers, job classifications, departments, hire dates and termination dates, if applicable, for all employees who have, in the previous month, been newly hired, terminated, or have resigned. The same information will be given for employees who have transferred into or out of a position covered by this Agreement, or who have gone on or returned from a leave of absence, on the report for the month that this information is received by Human Resources.

ARTICLE 3. UNION BUSINESS

§ 1. Access of Representatives of the Union.

¶1. Access of Union Representatives. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purposes of transacting Union business and observing conditions.

under which employees are employed; provided, however, that they first secure approval from the head of the facility or his/her designee and that no interference with the work of the employees shall result, and such right of entry shall, at all times, be subject to general hospital medical office rules applicable to non-employees and to rules concerning patient confidentiality, infection control, and any other rules applicable to the entry by non-employees to an area of the Employer's facility to which the Union seeks entry. The request for entry shall be made to the designee between 8:00 a.m. and 5:00 p.m., Monday through Friday, except observed holidays, and specify the date, time, reason for the request, and the desired location. As soon as practicable, the designee will advise the business representative of whether access is granted and related details. The Employer reserves the right to deny access in whole or in part for legitimate business reasons.

¶2. Recruitment of Non-Represented Employees. The Union acknowledges that access is provided so that the Union may perform the appropriate duties as stated in Article 3, § 1, ¶1, and not for purposes related to the recruitment of non-represented employees, except where such recruitment activities are available to the Union under law and legal precedent. Additionally, the Union acknowledges and agrees that should the provisions of this Section be breached, the Employer shall have the right to further restrict access until such time as a proper commitment is secured from the Union that future access will be in compliance with the intent of this paragraph. Nothing herein shall preclude the Union from gaining access to the premises for the purpose of organizing non-represented employees should the Employer or its agents

knowingly allow another labor organization access for the recruitment of non-represented employees.

§ 2. Shop Stewards.

¶1. Purpose and Selection. The Union may select a reasonable number of shop stewards, in such manner as the Union may determine, for the purpose of assisting in maintaining open lines of communication between the employees, the Union and the Employer to represent employees in grievances, to represent employees in investigatory or accusatory interviews that the employee reasonably believes will result in discipline, to investigate grievances and concerns of employees, and to meet with management upon request to discuss working conditions. The Union shall notify the Employer promptly in writing of the selection of each steward.

¶2. Steward and Labor/Management Meetings: Shop stewards may, on paid company time, hold monthly two hour meetings with duly designated Representatives of the Union on the Employer's premises provided that such meetings do not interfere with the performance of the stewards' duties as employees. The Employer's Director of Human Resources or his/her designated representative shall notify the Steward's supervisor of the need to release the Steward for the meeting and provide a meeting room. If, as and when the Employer and the Union consider it desirable, the Employer's Director of Human Resources or his/her designated representative: (a) shall attend such meetings and; (b) will arrange, as feasible, for other representatives of the Employer to attend for the purposes of reviewing, discussing and attempting to resolve issues of mutual concern to the parties. The Union and Employer

shall not use these meetings for the purpose of engaging in collective bargaining. The deliberations of these joint Labor/Management meetings shall not be subject to Article 21, Grievance and Arbitration, provided, however, that this paragraph shall not prevent an Employee, the Union or Employer from pursuing an otherwise grievable issue pursuant to Article 21. Stewards shall not be entitled to pay for attendance at such meetings unless such meetings are held at the Steward's scheduled work time.

¶3. Employee Request for Steward: An employee may elect to have a shop steward represent him or her in investigatory or accusatory interviews that the employee reasonably believes will result in discipline. An employee may elect to have a shop steward present during any meeting called for the purpose of imposing a written warning or any greater discipline, except where the circumstances require that such discipline be administered without delay and no shop steward is readily available. This subsection shall not apply to an immediate suspension pending investigation of the facts. Stewards may ask clarifying questions, advise the employee, and briefly caucus with the employee as long as it does not interrupt the flow of questioning, if any. Stewards shall not interfere with the conduct of an interview or meeting. Stewards shall not prevent management from asking questions or answer questions on behalf of the employee. Stewards must seek advance permission from supervision to attend any such investigatory or accusatory interview or disciplinary meeting during the steward's scheduled working time, which shall be in the sole discretion of supervision to grant or deny. A steward who has been granted permission by supervision to attend such an interview or meeting during the steward's scheduled working time shall be entitled to

pay for such attendance up to the scheduled end of the steward's shift, provided, however, that time spent in any such interview or meeting that is not within the scheduled working time of the steward shall not be considered working time for any purpose and shall not be compensated.

§ 3. Bulletin Boards. The Employer shall provide space for five bulletin boards and will furnish such bulletin boards for the Union's use. The Union may post on such bulletin boards notices or materials related to negotiations and the administration of this Agreement. The Union may also post notices regarding (a) Union social affairs; (b) Union elections and the results thereof; (c) Union meetings; and (d) Union educational classes and Continuing Education classes. All such notices shall be signed by an authorized representative of the Union and shall be presented to the Manager of Labor Relations or his/her designated representative prior to posting.

§ 4. Meeting Rooms. On the same day that the meeting room is made available for the Shop Steward and Labor/Management Meeting (Article 3, §2, ¶2), access of the Union's duly designated representatives will be increased for thirty (30) minutes to allow for meetings with the Union's members on their non-working time to conduct orientation or to otherwise communicate with its members, provided, however, that no such meeting shall be held for the purpose of promoting or inciting members to engage in conduct violative of this Agreement. This provision shall be phased in as the designated meeting room becomes available for the additional thirty (30) minutes.

ARTICLE 4. NO STRIKE – NO LOCKOUT

§ 1. **Prohibited Work Actions.** The Union, its agents, and its membership agree that there will be no strike, stoppage, slowdown, sit-down, refusal to perform work, sympathy strike, negative public image campaign against the Employer, its directors, officers, agents and employees, or any other interference with operations, nor any picketing or any refusal to enter upon the Employer's premises for any reason or in connection with any grievance or dispute, whether arbitrable under this Agreement or not, during the term of this Agreement. The Union will make every reasonable effort to stop any of the activities prohibited under this section should such occur and provided the Employer has notified the Union of the occurrence.

§ 2. **Discipline for Work Action.** Any employee who participates in any of the prohibited activities set forth in Article 4, § 1 of this Article shall be subject to discipline up to and including discharge by the Employer.

§ 3. **No Lockouts.** The Employer agrees that there will be no lockouts during the term of this Agreement. Shutdowns, layoffs or curtailments brought about by economic conditions, operation requirements, governmental regulation or order, or Acts of God shall not be considered lockouts.

§ 4. **Dispute Resolution.** Disputes concerning the application, interpretation, or violation of any provision of this Article shall not be subject to arbitration, except that, subject to the requirements of Article 21, the factual issue of whether an employee did participate in any activity prohibited by this Article, and if so, whether or not s/he should have been disciplined, may be submitted directly to arbitration.

ARTICLE 5. NON-DISCRIMINATION

§ 1. Prohibited Discrimination.

¶1. Prohibited Bases. As required by applicable state and federal laws and regulations, the Union and the Employer agree not to discriminate against any employee with respect to recruiting, hiring, and promotion based upon race, sex, religion, color, national origin, marital status, veteran status, physical or mental disability, medical condition (cancer-related, as defined in Cal. Government Code § 12926(f)), ancestry, age or sexual orientation, and to prohibit harassment on any of these bases. All decisions with respect to recruiting, selection, and promotion shall be based solely upon an individual's qualifications, including seniority, as related to the requirements of the position being filled. The Union and the Employer further agree that all other personnel matters, including but not limited to, compensation, benefits, transfers, layoffs, recall from layoffs, training, tuition assistance, education, and social and recreational programs shall be administered without regard to race, sex, religion, color, national origin, ancestry, marital status, veteran status, physical or mental disability, medical condition, sexual orientation or age to the extent required by applicable state and federal laws and regulations. The Union further agrees not to discriminate against any member or applicant for membership on the basis of race, sex, religion, color, national origin, marital status, veteran status, physical or mental disability, medical condition, ancestry, sexual orientation, or age.

¶2. Age Clarification. The provisions in this Article 5, § 1 regarding age shall be inapplicable to any employee or applicant for employment who is a minor.

¶3. Disability. The Employer will comply with applicable federal and state laws and regulations regarding employment of the disabled, including reasonably accommodating mental and physical disabilities disclosed by the employee to the employee's department manager in writing.

¶4. Union Activity. The Employer further agrees not to discriminate against any employee or applicant for employment because of Union membership or Union activity, provided that such activity does not constitute a violation of this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

§ 1. The Employer retains, solely and exclusively, all the rights, powers, and authority exercised or had by it prior to the time the Union was recognized as the exclusive collective bargaining agent of the employees covered by this Agreement, except as expressly limited by a specific provision of this Agreement.

§ 2. Without limiting the generality of Article 6, § 1, the rights and authority retained solely and exclusively by the Employer and not abridged by this Agreement, include, but are not limited to, the right to manage and direct its business and its personnel, to manage and control its departments, buildings, facilities and operations, the right to create, change, combine, and abolish jobs, departments and facilities in whole or in part, the right to subcontract or to discontinue work for economic, medical, or operational reasons, the right to direct the workforce, to determine the number of employees needed, to hire, transfer, promote, and maintain the discipline and efficiency

of its employees, to establish work standards, and to specify or assign work requirements and overtime, and to schedule working hours and shifts.

¶1. Subcontracting of Current Bargaining Unit Positions. If the Employer subcontracts jobs currently in the bargaining unit, which jobs will continue to be performed on the premises of the Employer, the Employer shall require the subcontractor to provide for the employees in such job, wages, hours, and working conditions in keeping with the community levels for such work and in addition, shall:

(a) Notify the Union at least thirty days prior to the date upon which the subcontract is to take effect;

(b) Cooperate with the Union in assisting displaced bargaining unit employees in locating jobs;

(c) Give preference in filling job openings at the Medical Center to displaced bargaining unit employees with at least one year of continuous service with the Employer who are qualified to do the job for which there is an opening, over employees exercising bids under Article 7, § 8 and over persons not employed by the Medical Center.

(d) In the event such subcontracting continues for a period exceeding the period permitted for temporary employment in Article 20, § 2 upon the Union's request, a representative of the Employer shall meet with a designated business representative of the Union to discuss the reasons for the continuation of such subcontracting

ARTICLE 7. SENIORITY

§ 1. Seniority Definition. Seniority is defined as the length of an employee's continuous service with the Employer from his/her last date of hire by the Employer, and shall apply in the manner and to the extent set forth in the remainder of this Article.

§ 2. Probationary Employees. All employees shall be considered probationary employees for a period of three months for full time employees and six months for part time employees worked from most recent date of hire and to which shall be added the number of shifts missed by the employee. The probationary period may be extended by mutual agreement of the employee and Employer for an additional two months worked, to which shall be added the number of shifts missed by the employee in that month, by notice to the Union before the end of the initial probationary period. The extension shall not be subject to the provisions of Article 21 (Grievance and Arbitration) of this Agreement.

¶1. When Seniority Acquired. A probationary employee shall have no seniority rights, but shall acquire seniority from his/her last date of hire upon completion of his/her probation period.

¶2. Discharges of Probationary Employees. Probationary employees shall be subject to termination at the Employer's sole discretion, the exercise of which shall not be subject to any of the provisions of Article 21, but they shall be subject to all other provisions of the collective bargaining agreement, provided that probationary employees shall not receive any holiday pay for holidays falling within the probationary

period until after completion of probation and shall not be entitled to select floating holidays until after completion of probation.

§ 3. Seniority of Employees Returning to Unit. Employees who are transferred out of the bargaining unit and thereafter return to a position covered by this Agreement shall be so returned without loss of seniority from the last date of hire.

§ 4. Trial Period for Certain Job Changes. Employees shall be considered in a trial period for up to three months for full time employees and six months for part time employees, to which shall be added the number of shifts missed by the employee during that period if they: (a) transferred or promoted to another job classification or; (b) transferred within their same classification but into another department. If, during such period, the job performance of such an employee is unsatisfactory or, at the employee's request, the employee may be returned to the employee's prior job classification (in the case of a transfer or promotion to another classification) or to his/her same classification in his/her prior department (in the case of a transfer in his/her same classification but into another department). Such an employee will be returned to the same shift if there is an opening on the shift. If the employee is returned to a different shift, s/he shall have first preference for an opening on the shift on which s/he worked before s/he was transferred out of the bargaining unit, transferred within the same classification but into another department, or promoted to another job classification.

§ 5. Loss of Seniority. An employee shall lose his/her seniority status for any of the following reasons:

¶1. Voluntary Quit. The following shall be considered a voluntary quit:

(a) leaving work or clocking out more than one (1) hour before the end of the scheduled shift without permission from supervision, unless such permission could not be asked for due to unavoidable circumstances (this provision shall not affect the Employer's right to discipline for premature departure referred to in Article 9, § 11); (b) failure to report as soon as practicable a self-evident overpayment made to him by the Employer; (c) giving a false reason for leave of absence; (d) exceeding the term of an authorized leave of absence granted for illness or injury or any other purpose (subject to the provisions of Article 15, § 2, ¶6(d)) except for reasons beyond the employee's control; (e) engaging in gainful employment with any other employer while on leave without prior written permission from the Employer; (f) absence from work for two consecutive days without notification to the officially designated number(s) or persons(s).

Nothing herein shall be construed as limiting the Employer's right to continue its current practice of disciplining an employee for an absence from work for one day without notification to the officially designated number(s) or persons(s) (also see Article 9, § 12) or from disciplining an employee for failure to report his/her absence prior to his/her scheduled starting time, unless so reporting is physically impractical, provided that if the employee gives notice on time that s/he will be absent due to illness for a specified period of time, no further notice will be required during the period specified by the employee;

¶2. Discharge for cause;

¶3. Absence due to layoff in excess of one year;

¶4. Failure to Notify Employer. Failure to notify the Employer within three days after receipt of notice of recall from layoff of the employee's intent to return to work, or failure to report to work on the date required by such notice. An employee shall be deemed conclusively to have received notice of recall on the date on which it was given if such notice was given by overnight courier to the last address which s/he has furnished to the Employer (see also Article 7, § 6).

§ 6. Layoffs.

¶1. Layoff Selection. Seniority shall apply between employees in a job classification within the same functional unit who are within both (1) the same layoff performance category and (2) hours regularly scheduled to work category, as follows:

(a) Functional Unit: The Employer shall determine what constitutes a functional unit and shall provide the Union notice in advance of a layoff of any changes in what the Employer has determined the functional units to be.

(b) Hours Regularly Scheduled To Work: The categories of hours regularly scheduled to work are: (1) less than twenty hours per week, and; (2) twenty or more hours per week.

(c) Employer's Process: The Employer shall objectively determine the layoff performance category for each employee whose job classification within the same functional unit and hours regularly scheduled to work category will be affected by a layoff. Layoff selections shall be made in reverse order of seniority among all employees who are in the same: (1) job classification within a functional unit,

(2) layoff performance category, and (3) hours regularly scheduled category. Layoffs will begin with the lowest rated performance category, and progress through each successively higher rated performance category.

(d) Recalls: Recalls will occur in reverse order of layoff, subject to Article 7, § 6, ¶1.

¶2. Acute Care Nursing Unit Employee's Right to Vacancy: An acute care nursing unit (excluding rehabilitation and skilled nursing assessment units) employee who, in the Employer's objective determination, is in one of the two highest layoff performance categories and has been notified that s/he will be laid off for at least three full payroll periods, may:

(1) seek and shall be placed in a vacant position in the same classification in a different acute care nursing unit, provided the employee is currently qualified to and is physically capable of performing the job required of the vacant position the employee seeks, or;

(2) if no such vacancy exists, seek and shall be placed in a vacant position in a different classification in the same or a different acute care nursing unit, provided that: (i) the employee has satisfactorily performed within two years of notice of layoff the same job or type of job required of the vacant position sought by the employee and (ii) the employee is currently qualified to and is physically capable of performing the job required of the vacant position the employee seeks.

Employee Notice: The employee must notify his\her manager and the Human Resources Department (or other designated recipient) in writing of his\her desire to be placed in the vacant position within three working days of notice to him\her that s\he will be laid off, in order to have any right to the vacancy. The employee must specify in that notice the acute care nursing unit and vacant position to which the employee seeks a transfer. An employee who fails to timely give such notice shall be deemed to have waived any grievance pertaining to whether he\she should have been transferred to a vacant position.

Nothing in this Article 7, § 6, ¶2 shall be construed as in any way modifying or affecting the criteria which the Employer may take into consideration under Article 7, § 6, ¶1 in determining who will be laid off or recalled, or limiting the Administrator's right to determine staffing or staffing patterns for all hospital operations based upon medical, economic, or operational considerations.

¶3. Bumping.

(a) To Another Classification, Same Department. An employee who is subject to layoff pursuant to Article 7, § 6 may exercise his\her hospital seniority in another classification within the same department or department equivalent provided that:

- (1) the employee is notified that the layoff will be for at least one full payroll period;

(2) the employee has been determined by the Employer to be in one of the two highest layoff performance categories;

(3) the employee has satisfactorily performed within two years prior thereto the same job or type of job required of the position in which the employee seeks to exercise seniority;

(4) the employee is currently qualified and physically capable of performing the job required of the position in which s\he seeks to exercise seniority, and

(5) the person subject to layoff because of such exercise of seniority is determined by the Employer to be in the same or a lower layoff performance category than the employee seeking to exercise his/her seniority.

An employee subject to layoff because of such exercise of seniority may, in turn, similarly exercise his/her seniority subject to the same limitations. An employee subject to layoff because of the exercise of seniority by the second employee shall be laid off.

Employee Notice: An employee seeking to exercise his/her seniority must notify his/her manager and the Human Resources Department (or another designated recipient) in writing of his/her desire to so exercise his/her seniority within three working days of notice to him/her that s/he will be laid off.

(b) To Same Classification, Different Department or Department Equivalent Due to Change in Departmental Assignment. An employee may exercise

his/her hospital seniority in his/her same classification in another department or department equivalent provided that:

(1) the employee so exercising seniority is notified that the layoff will be for at least three full payroll periods.

(2) his/her selection for layoff pursuant to Article 7, § 6 is attributable to a reduction in his/her relative seniority standing on account of a change (including closure of the department) required by the Employer in his/her departmental assignment within two years of the notice of said layoff;

(3) the employee has been determined by the Employer to be in one of the two highest layoff performance categories;

(4) the employee has satisfactorily performed within two years prior thereto the same job or type of job required of the position in which s/he seeks to exercise seniority;

(5) s/he is currently qualified and physically capable of performing the job required of the position in which s/he seeks to exercise seniority;

(6) s/he notifies in writing his/her manager and the Human Resources Department (or another designated recipient) of his/her desire to so exercise his/her seniority within three working days of notice to him that s/he will be laid off; and

(7) the person subject to layoff because of such exercise of seniority is determined by the Employer to be in the same or a lower layoff performance category than the employee seeking to exercise his/her seniority. The employee displaced because of such exercise of seniority by another employee shall be laid off.

¶4. Trial Period: An employee who does so exercise his/her seniority shall be considered in a trial period for the time periods worked in the new department or department equivalent as follows:

(a) full-time employees: three months plus the number of scheduled work shifts missed by the employee during that period.

(b) part-time employees: six months plus the number of scheduled work shifts missed by the employee during that period.

If, during such period of time, the job performance of that employee is unsatisfactory, the employee shall be returned in the same job classification he/she previously held in his/her prior department or department equivalent, if there is an opening. If there is no opening, s/he will be laid off.

¶5. No regular full-time bargaining unit employee who was on the payroll as of April 1, 1977, shall be laid off or maintained on layoff in order to be replaced by the addition of a new nonbargaining unit employee.

§ 7. Promotion and Transfer.

¶1. An employee may seek to be:

(a) promoted or transferred to an open position in another classification, or;

(b) transferred to an open position within the same classification in another department or department equivalent.

¶2. Eligibility. To be eligible the employee must:

(a) be qualified for the position sought, and;

(b) have worked for at least six months in either his/her current position in the case of a transfer or promotion to another classification, or have worked in the same department or department equivalent out of which s/he seeks a transfer.

¶3. Definition of Promotion. A promotion shall be deemed to be involved only if the highest contract rate for the job sought is higher than the highest contract rate for the employee's present job, whether or not such promotion results in an immediate rate increase.

¶4. Selection. Subject to the posting procedures set forth in Article 7, § 8, the most senior employee shall be selected if, in the objective determination of the Employer, the employee is qualified and that employee's abilities are substantially equal to or higher than the other applicants. If an employee has received a disciplinary action, it will not be an automatic bar to promotion or transfer. As to the disciplinary action, the

receiving department will consider the following factors in making a decision regarding selection for promotion and/or transfer:

- (a) the nature of the infraction that resulted in disciplinary action;
- (b) whether the disciplinary action was prompted by progressive infractions or a single event;
- (c) when the disciplinary action was issued; and
- (d) whether there has been a substantial improvement in performance since the disciplinary action was issued.

§ 8. Job Posting.

¶1. Posting Requirements. All bargaining unit vacancies for jobs which are to last at least three months shall be posted either in a designated location in the department in which the vacancy exists if the department is going to attempt to fill it by interdepartmental job changes, on the Employer's bulletin boards in the employee cafeteria and SSB (first floor), and/or the Employer's Human Resources web page.

(a) Posting Periods.

(1) Vacancies for Resources Assistant and Environmental Services Technician shall be posted for a period of three calendar days prior to being filled permanently.

(2) All other vacancies shall be posted for a period of seven calendar days prior to being filled permanently. Such notices shall remain posted on such bulletin boards until such positions are filled.

(b) Posting Content: Vacancy notices shall contain the date posted, job title and salary range when posted within the department with the vacancy and shall include, additionally, a job summary, minimum qualifications, shift and the date of expiration of the bidding period when posted in the other areas designated in this paragraph. A copy of the notices posted in the areas other than in the department in which the vacancy exists shall be sent to the Union at the start of the applicable posting period.

¶2. Applying. Employees must apply for the position in writing on the form provided by the Employer during the applicable posting period in order to be entitled to any of the preferences provided in Article 7, § 7.

¶3. Selection. The Employer shall fill the vacancy with an employee from the bargaining unit if there is at least one qualified applicant from within the bargaining unit who applied within the applicable posting period and whose abilities, in the Employer's objective determination, are substantially equal to or higher than those of all other applicants. In all other cases, the Employer may fill the vacancy with any applicant regardless of whether or not s/he is in the bargaining unit. The Union will be advised of who was selected.

ARTICLE 8. DISCIPLINE

§ 1. Good Cause for Discharge and Discipline. The Employer shall have the right to discharge or discipline employees for good cause, provided that probationary employees as defined in Article 7, § 2 may be discharged or disciplined at the Employer's discretion and the exercise of such discretion shall not be subject to any of the provisions of Article 21 (see also Article 7, § 5).

§ 2. Time Limits for Discipline and Discharge. It is the intent of the Employer to impose corrective discipline, including discharge, as promptly as possible after it has knowledge of the incident and commensurate with its obligation to conduct a good faith and reasonable investigation. The Employer will strive to impose such discipline, including discharge, within two (2) weeks of the time it has knowledge of the incident. The Union acknowledges that depending on the nature or complexity of the offense, the number of people involved, the number of witnesses to the incident, the availability of witnesses, the availability of the appropriate investigator, the availability of an appropriate senior manager necessary to review the intended discipline and other reasonable circumstances, the time to impose discipline, including discharge, may extend beyond the two weeks. If the investigation requires more than two (2) weeks, notice will be given by electronic mail or otherwise in writing to the Union Steward or the Union Representative.

§ 3. Disciplinary Suspension. Disciplinary suspensions shall be effective no later than the first scheduled working day following the day on which the employee is advised of the suspension, except if the employee voluntarily accepts a delay or in the

case of an emergency. An emergency shall be defined for purposes of this section as an unavoidable, nonrecurrent, unforeseen event.

§ 4. Expiration of Discipline. Corrective discipline shall remain active for one year from date of issue, adjusted by absences in excess of thirty calendar days. Records of corrective discipline may indefinitely remain in the departmental files and may be used for employment purposes other than for the purpose of establishing that the corrective discipline remains active beyond the period stated above.

ARTICLE 9. HOURS, OVERTIME AND DIFFERENTIALS

§ 1. No Guarantee of Hours. Nothing contained in this Article shall be construed to constitute a guarantee of hours of work per day or per workweek, or of days of work per workweek.

§ 2. Definitions.

¶1. Workweeks. Forty hours of work divided into five, eight-hour shifts within seven days shall constitute a normal workweek. The Employer may establish 4-day, 10-hour-per-day shifts or 3-day, 12-hour-per-day shifts with the prior written approval of any employee who will be working such a schedule.

¶2. Payroll Period. The biweekly payroll period, consisting of fourteen days, shall commence at the beginning of an employee's first work shift which starts after Sunday 12:01 A.M. and shall end with the completion of work at or following the end of the employee's last work shift which began before Saturday of the following week 12:00 A.M. midnight.

¶3. Workday. A workday shall commence at the beginning of an employee's work shift and end with the completion of work at or following the end of that shift.

¶4. Shifts. A shift shall be deemed to be part of the payroll period and of the workday on which it commences. Work shifts are defined as follows:

(a) Day Shift. Any shift starting at any time between the hours of 6:00 A.M. and 12:00 noon.

(b) Evening Shift. Any shift starting at any time between the hours of 12:01 P.M. and 5:59 P.M.

(c) Night Shift. Any shift starting at any time between the hours of 6:00 P.M. and 5:59 A.M.

§ 3. Shift and Weekend Differentials.

¶1. Eligibility For Shift Differentials. A shift differential shall be payable for work on the evening and night shifts irrespective of whether it is a full-time or part-time shift, subject to the following requirements. The applicable shift differential, if any, is determined by when the employee's shift starts, pursuant to Article 9, § 2, ¶4. No shift differential shall be payable if the scheduled regular workday ends at or prior to 6:00 P.M.

Notwithstanding the foregoing:

(a) an employee who is requested by the Employer to begin work prior to the start of his/her regularly scheduled shift shall receive the applicable shift differential, if any, for the hours worked from the time his/her regularly scheduled shift starts, and;

(b) an employee regularly scheduled to work the day shift who, at the Employer's request, works at least three hours beyond the end of his/her regularly scheduled shift and past 6:00 P.M., shall receive the evening shift differential for the hours worked from the time his/her regularly scheduled shift ends.

¶2. Amount of Shift Differentials. For all employees except LVNs, the evening shift differential shall be \$1.00 per hour and the night shift differential shall be \$1.10 per hour. For LVNs the evening shift differential shall be \$1.00 per hour and the night shift differential shall be \$1.50.

¶3. Weekend Differentials.

(a) All employees, except Licensed Vocational Nurses, shall receive, for each hour worked on the day, evening and night shifts of any Saturday or Sunday, \$.30 per hour. Licensed Vocational Nurses, except those described in Article 9, § 3, ¶3(b), shall receive for each hour worked on the day, evening and night shifts of any Saturday or Sunday \$.45 per hour.

(b) Notwithstanding Article 9, § 3, ¶3(a), LVNs on the payroll of the Employer as of March 31, 1969, who were then covered by that certain collective bargaining agreement between Cedars of Lebanon Division of Cedars-Sinai Medical

Center and the Union, dated May 4, 1967, shall receive a differential of \$.55 per hour for each hour worked on the day shift of any Saturday or Sunday.

¶4. No Pyramiding. There shall be no pyramiding or duplication of shift differentials; provided, that paid sick leave, holiday pay and vacation pay for employees whose primary shift includes a shift differential, shall include such shift differential.

§ 4. Longevity Differential. All employees with at least ten years of continuous service with the Employer shall receive a longevity differential of \$.10 per hour and all employees with at least fifteen years continuous service with the Employer shall receive a longevity differential of \$.20 per hour, and all employees with at least twenty years of continuous service with the Employer shall receive a longevity differential of \$.30 per hour.

§ 5. Lunch and Break.

¶1. Breaks. Each employee shall be required to take a paid rest period of fifteen minutes during the first four hours and the second four hours of the workday. Such rest periods shall be given as close to the middle of each four-hour period as practicable.

¶2. Lunch. Each employee shall be allowed a lunch period without pay during each working day s/he is scheduled to work at least six hours, which lunch period shall not be included in the working day or workweek. Such lunch period shall be no less than 1/2 hour and no greater than 3/4 of an hour, and its length shall be dependent on the arrangements which can be made for a department or a unit thereof. Employees

shall not be required to perform work during such lunch periods except in the case of an emergency.

¶3. Combined Lunch and Break. Notwithstanding Article 9, § 5, ¶¶1 and 2, the Employer and Union shall cooperate to use their best efforts to obtain approval(s) during the term of this Agreement from the Industrial Welfare Commission, as required by law, to provide employees with the option of choosing between the break and lunch periods described in Article 9, § 5, ¶¶1 & 2, or of combining one 15-minute break with a 30-minute lunch resulting in a 45-minute lunch period, 15 minutes of which shall be with pay, and one paid 15-minute break each eight hour shift. Selection of said options shall be made by the employees within each work unit of each department by shift and shall be determined by the majority of those employees who vote. If the majority of voting employees within a work unit within a department and on a particular shift vote for the option of one break and a 45-minute lunch, a second vote, determined by the majority of those who vote, will be taken to determine which break is eliminated. Said option shall be made available to employees within a reasonable period after the Industrial Welfare Commission has granted approval to offer such option.

§ 6. Overtime (8-Hour, 10-Hour, 12-Hour Shifts).

¶1. 8-Hour Shift.

(a) Time and One Half: For employees scheduled to work eight hours or less per shift, all hours worked in excess of eight continuous hours per day, excluding the lunch period, or forty hours in any workweek, subject to Article 9, § 8.

shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate, including shift differential.

(b) Double-time: All hours worked in excess of twelve continuous hours per day, excluding the lunch period, shall be paid for at the rate of two times the employee's straight-time hourly rate, including shift differential.

(c) Double-time Elimination: If and when the Employer stops paying such premium pay for hours worked in excess of twelve by its other 8-hour shift nonexempt employees not covered by this Agreement, Article 9, § 6, ¶1(b) shall become null and void. Thereafter, double-time will be paid only to 8-hour shift employees covered by this Agreement who have been scheduled in advance to and do work two consecutive 8-hour shifts; in only that case hours worked in excess of twelve continuous hours per day, excluding the lunch period(s), will be paid at two times the employee's straight-time hourly rate, including shift differential.

¶2. 10-Hour Shift. For employees scheduled to work 10-hour shifts pursuant to Article 9, § 2, ¶1, all hours worked in excess of ten continuous hours per day, excluding the lunch period, or 40 hours in any workweek, subject to Article 9, § 8, shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate, including shift differential; the first eight hours worked, excluding the lunch periods, on the fifth day during a workweek shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate, including shift differential, and all hours worked in excess of eight hours on such fifth day of a workweek shall be paid for at the rate of two times the employee's straight-time hourly

rate, including shift differential. All hours worked in excess of twelve continuous hours per day, excluding the lunch period, shall be paid for at the rate of two times the employee's straight-time hourly rate, including shift differential.

¶3. 12-Hour Shift. For employees scheduled to work 12-hour shifts pursuant to Article 9, § 2, ¶1, all hours worked in excess of eight continuous hours per day, excluding the lunch period, or forty hours in any workweek, subject to Article 9, § 8, shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate, including shift differential. All hours worked in excess of 12 continuous hours per day, excluding the lunch period, shall be paid for at the rate of two times the employee's straight-time hourly rate, including shift differential.

¶4. 6th and 7th Consecutive Days. All work performed on an employee's sixth consecutive day of work shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate, except that all hours worked in excess of eight continuous hours in the employee's sixth consecutive day of work shall be paid for at the rate of two times the employee's straight-time hourly rate. All work performed on an employee's seventh consecutive day of work shall be paid for at the rate of two times the employee's straight-time hourly rate. Notwithstanding the foregoing, an employee who works in excess of five consecutive days shall not receive the premiums provided for herein if such scheduling results from granting the employee's scheduling request, employees' mutually agreed scheduling requests, or rotation to a new schedule, or in a disaster affecting the Medical Center or the services it provides.

This Article 9, § 6, ¶4 shall become null and void if and when the Employer stops paying 6th or 7th day overtime, whichever applies, to its other nonexempt employees not covered by this Agreement.

¶5. Weekly Overtime. There shall be no weekly overtime payable if the employee does not work more than eighty hours in any payroll period, to the extent allowed by the FLSA as amended.

¶6. FLSA Compliance. It is the intention of the parties that this Article 9, § 6 be enforced in accordance with the requirements of the FLSA, as amended, and that the overtime provisions in excess of FLSA requirements will remain in effect only so long as required by state law.

§ 7. No Pyramiding. There shall be no pyramiding or combination of overtime pay or of one premium pay with another or of premium pay with overtime pay.

§ 8. Special Performance Pay.

¶1. Standby Pay. Surgical technicians who are placed on standby duty shall be compensated as follows:

(a) For surgical technicians on the payroll on June 30, 1993, the amount of money which is one-half (1/2) the employee's straight-time hourly rate, excluding any differential, as adjusted on October 10, 1993, and for employees in those classifications hired on or after July 1, 1993, \$6.50, for hours on standby not worked, which hours shall not be taken into account for the purpose of computing overtime.

No surgical technician shall be compensated at a rate less than the flat rate established herein.

(b) At one and one-half (1-1/2) times the employee's straight-time hourly rate, including shift differential, for hours worked while on standby.

¶2. Call-Back Pay.

(a) Any employee who is called back to work after returning to his/her home shall receive at least four hours of work or pay at his/her prevailing rate of pay.

(b) Less Than 9-Hour Break. Employees who are called back to report to work commencing within less than nine hours after having been released from work shall receive one and one-half (1-1/2) times their regular rate of pay for each hour worked up to and including the twelfth hour of work, counting the hours worked prior to recall, and two times their regular rate of pay for each hour worked thereafter until they receive a break of nine hours or more.

§ 9. Reporting Pay. Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half his/her scheduled hours, the employee shall be paid for half the scheduled hours, in no event less than four (4) hours, at the employee's regular rate of pay plus any applicable differentials.

§ 10. Work Schedules and Work Distribution.

¶1. Posting Schedules. Work schedules shall be posted for each payroll period at least two weeks prior to the start thereof, provided that the Employer reserves the right to modify such schedule where necessary for the efficient operation of the Hospital or in case of emergency. Such modifications shall be made as expeditiously as possible and shall be reflected prominently on the posted schedule. Nothing contained within this paragraph shall be construed to allow the Employer to change the work schedule for the purpose of avoiding premium pay for the sixth or seventh consecutive day of work or for the purpose of avoiding weekly or payroll period overtime.

¶2. 6th and 7th Consecutive Days. The Employer will endeavor not to schedule employees who have indicated they do not want to work a 6th or 7th consecutive day, except as needed to meet the Employer's scheduling needs.

¶3. Scheduling Beyond Seventh Consecutive Day. The Employer shall not schedule employees to work on an eighth or subsequent consecutive day except with the employee's consent or in the event of an emergency including unanticipated absences. The Employer may change a posted schedule to the extent necessary to comply with this subsection, notwithstanding Article 9, § 10, ¶1.

¶4. Consecutive Days Off. The Employer will make every effort consistent with the needs of the Employer to schedule employees so that they will have two consecutive days off during each workweek.

¶5. Fixed Assignments and Shifts. The Employer will make every reasonable effort to provide employees with fixed assignments (with no floating) and nonrotating shifts, except those employees who are specifically hired for floating schedules or rotating shifts or both, or employees in an orientation program and those employees who request a floating schedule.

(a) Rotating Shifts. The Employer agrees to continue its policy to minimize rotating shifts, to preschedule such shifts where they are necessary and to continue to give consideration to requests of employees concerning their individual schedules.

¶6. Saturday, Sunday, Holidays. The Employer will endeavor to arrange work schedules whenever feasible so as to rotate Saturday, Sunday and holiday work.

¶7. Work Distribution. When an employee is absent for any reason and a replacement cannot be obtained in time, it is the intention of the Employer, as far as practicable, to equitably distribute the workload of the absent employee among the other employees in the department, so that no undue hardship may be placed on any individual worker. It is further the intent of the Employer to equitably distribute workloads and overtime among employees within both single work units and departments.

¶8. Employer's Scheduling Discretion. It is understood that, notwithstanding the provisions of Article 9, § 10, ¶¶2, 4, 5, 6 and 7, the scheduling of employees is at the Employer's discretion.

§ 11. Discipline and Compensation When Tardy. For purposes of compensation, the same rounding rules will be applied to both early and late arrival and departure times. This provision shall not change the Employer's right to discipline for tardiness or premature departure from work stations, provided that such discipline shall be applied consistently as to employees within each department though tardiness rules may differ between departments.

§ 12. Call-In Procedure. Each department of the Hospital will establish a written call-in procedure stating the minimum notice required prior to starting time (not to exceed two hours) if an employee reports absent, and an after-hours telephone number at which such call-ins will be recorded when no supervisor in the department is on duty (also see Article 7, § 5, ¶1).

§ 13. Pay Obligations In Community Disaster. Because of the nature of the Employer as a medical care organization, it is recognized that a major community disaster could require services of the Employer far beyond those normally provided. In the event of such a disaster, and in recognition of the Employer's obligation to the community, Article 9, § 7, to the extent allowed by law and Article 9, §§ 6, 9, 10 (¶¶2, 4-6), 12 and Article 10, § 5 will be inapplicable during the period of such unusual demands caused by said disaster to the extent permitted by law. It is further provided that Article 9, §§ 6, 10 (¶¶4-6) will be inapplicable during bona fide disaster program drills.

ARTICLE 10. WAGE RATES

§ 1. April 2004 Pay Grade Ranges

¶1. Pay Grade Ranges. Effective April 4, 2004, the pay grade ranges for each job classification covered by this Agreement shall be set forth in Appendix "A", which is attached hereto, and by this reference made a part hereof. All wage rates shall be rounded to the nearest cent.

¶2. Movement of Benchmark Job Classifications. Appendix "A" reflects the benchmark upward movement of one grade in the following benchmark job classifications and captain job classification:

Environmental Service Technician (including Group Leader);

Cook (including First Cook);

Surgical Technician I (including Surgical Technician II and III);

Nursing Communications Technician;

Stationary Engineer (including, Craftworker, Lead Craftworker, and Senior Craftworker, Craft Specialist and Lead Craft Specialist); and

Captain

¶3. Salary Range Structure. Appendix "A" reflects an increase in the minimum of the pay grades of two percent (2%) and a spread of fifty percent (50%) between the new minimum and the maximum of each salary grade.

§ 2. April 2004 Wage Adjustment.

¶1. Effective April 4, 2004, employees in job titles associated with the following benchmark job classifications who have a "meets expectations" or better rating on their most recent evaluation, shall receive a two and one-half percent (2 ½%) percent , or forty cents (\$.40) per hour wage increase, whichever is greater:

Licensed Vocational Nurse II (including Senior Orthopedics Technician);

Clinical Partner;

Mental Health Worker;

Central Processing Technician I (including CPT II and III);

Telecommunication Operator II; and

Food Service Technician (including steward/stewardess and host/hostess).

¶2. Effective April 4, 2004, employees with job titles associated with the following benchmark job classifications who have a "meets expectations" or better rating on their most recent evaluation shall receive a five percent (5%) wage increase or an increase to the minimum rate for the pay grade range for his/her classification, whichever is greater:

Environmental Service Technician (including Group Leader);

Cook (including First Cook);

Captain;

Surgical Technician I (II and III);

Nursing Communications Technician;
Storekeeper (including Logistics Technician, Inventory Control Specialist;
Receiving Clerk, Dispatch Operator, Driver/Receiving Clerk, and
Resources Assistant); and
Stationary Engineer (including, Craftworker, Lead Craftworker, Senior
Craftworker, Craft Specialist and Lead Craft Specialist).

§ 3. Future Pay Grade Changes. Effective April 3, 2005 and April 2, 2006 the minimums of each pay grade for each job classification shall be increased by two percent (2%) and the spread between the new minimum and the maximum of each pay grade shall remain fifty percent (50%). Any other pay grade changes, if any, shall be determined by a review and evaluation of the midpoint rates of benchmark classifications as reported-out by the Health Care Association (a.k.a. Hospital Council) for the "Coastal" area. Appendix "A" wage grades 1 through 23 establish a five percent (5%) differential between wage grades. Accordingly, effective April 3, 2005, and April 2, 2006, a benchmark job and those bargaining unit classifications tied to such benchmarks will not be increased to a higher grade unless there is found to be a 5% or greater difference between existing Appendix "A" midpoint rates and Hospital Council reported midpoint rates for the Coastal area. No classification will be downgraded. Nothing herein should be construed to limit the number of wage grades to twenty-three (23).

The provisions of the No Strike - No Lockout Article of this Agreement shall not be waived if there is a dispute solely over the movement of a classification or classifications from one pay grade to another.

§ 4. April 2005 Wage Adjustment. Effective April 3, 2005, employees who have a "meets expectations" or better rating on their most recent evaluation, shall receive a two and one-half percent (2.5%) wage increase.

§ 5. April 2006 Wage Adjustment. Effective April 2, 2006, employees who have a "meets expectations" or better rating on their most recent evaluation, shall receive a two and one-half percent (2.5%) wage increase.

§ 6. Contract Years 2005 and 2006 Wage Progression Increases. Employees who receive a "meets expectations" or better rating on their evaluation shall receive on the employee's anniversary date a minimum of two and one-half percent (2.5%) increase, in the 2005 and 2006 contract years, respectively.

§ 7. General Applicable Provisions.

¶1. Applicable to all of the 2004, 2005, and 2006 wage adjustments and wage progression increases set forth in §§ 2, 4, 5, and 6 above, any employee who failed to receive a "meets expectations" rating shall not be entitled to the respective increase, provided that the employee received notice pursuant to Article 10, § 12 below.

¶2. Applicable to all of the 2004, 2005 and 2006 wage adjustments and wage progression increases set forth in §§ 2, 4, 5, and 6 above, employees whose respective wage increase brings them to the maximum of their pay grade range shall receive an increase to the maximum, exclusive of longevity, and the remaining percentage, if any, as a lump sum payment based on the employee's total compensation during the previous twelve (12) months of employment.

¶3. Employees who are at or over the maximum of their pay grade range, exclusive of longevity, shall receive the applicable percentage as a lump sum payment based on the employee's total compensation during the previous twelve (12) months of employment.

§ 8. Higher Classification Pay. Any employee who works at least four hours in a shift in a higher classification or a part-time employee whose scheduled shift is less than four hours and who works his/her entire shift in a higher classification shall receive for such work the wage rate of such higher classification at the lowest step which will result in a wage increase for said employee. Relief in a higher classification shall not be rotated in order to avoid the provisions of this subsection.

§ 9. New or Changed Jobs.

¶1. New or Consolidated Jobs. If a new job within the bargaining unit is created by the Employer or two or more jobs now classified in classifications providing for different rates of pay are consolidated into one job, the wage range for the new job shall be set at or between the classification range or ranges set forth in Appendix A, which are most appropriate in terms of skills, responsibilities and working conditions of the job.

¶2. Changed Jobs. If, during the term of the Agreement, a job or a classification of jobs changes so substantially in duties and responsibilities that the Union claims that the job should be changed to a higher classification or that the classification should be raised, whichever is applicable, and the Union and the

Employer are unable to resolve the dispute, the Union may submit the dispute in Step 3 of the grievance procedure.

¶3. The appropriate wage range for a new or consolidated job, or substantially changed job or classification shall be set in the first instance by the Employer but such setting shall be subject to the provisions of Article 21; provided, that any adjustment made under the grievance procedure or by arbitration shall be retroactive to the date on which the new or consolidated job was created or, in the case of a claim of substantial change under Article 10, § 9, ¶2, the date on which such claim was made, and in any case fifteen days prior to the filing of the grievance, whichever is later.

§ 10. Extra Range Adjustments. If the Employer increases the salary range assigned to a job classification as set forth in Appendix A for reasons other than compliance with Article 10, § 1, the amount of increase, if any, available to employees in that job classification in connection with that range adjustment and the terms of eligibility for such increase shall be determined by the Employer.

§ 11. Job Descriptions. The Employer agrees to promptly furnish the Union with such written job descriptions and modifications thereof as are established by the Employer for the classifications covered by this Agreement.

§ 12. Wage Increase Eligibility Notice. An employee will be eligible for a wage increase if the employee received a performance evaluation rating of at least "meets expectations" in the preceding year. Notwithstanding the foregoing, an employee cannot be disqualified from receiving a wage increase unless the employee was notified

of substandard performance at least thirty (30) days prior to the performance evaluation, and given an opportunity to improve to at least a "meets expectations" level.

ARTICLE 11. BENEFIT ACCRUALS GENERALLY FOR 8-HOUR, 10-HOUR, AND 12-HOUR SHIFTS SCHEDULES AND COMPUTATIONS OF BENEFIT AND WAGE RATES FOR 12-HOUR SHIFT SCHEDULES

§ 1. Maximum Benefit Accruals. The maximum annual accruals for full-time employees, regardless of whether they are 8-hour, 10-hour, or 12-hour shift employees, are 96 hours for sick leave, 80 hours for holidays, and the number of hours indicated in Article 13, § 1, ¶¶1((b)-(f)) (whichever applies) for vacation. Said maximum annual accruals are prorated in accordance with Article 20, § 1, for part-time employees on any such shifts. These benefit accruals for full-time and part-time employees shall be banked as paid time off and governed by Article 14, § 2.

§ 2. Eight-Hour Shift Employees. Employees scheduled to work 8-hour shifts shall be paid eight hours at their straight-time hourly rate of pay to the extent that benefit accruals are left in the employee's Paid Time Off Bank (see Article 14, § 2, ¶1) when taking a paid day off to which the employee is otherwise eligible.

§ 3. Ten-Hour Shift Employees. To the extent that benefit accruals are left in an employee's Paid Time Off Bank (see Article 14, § 2, ¶1), employees scheduled to work 10-hour shifts shall be paid for vacation days taken off, for which they are otherwise eligible, ten hours at their straight-time hourly rate of pay, and shall be paid for holiday pay, floating holidays and days taken off in-lieu of a holiday, for which they

are otherwise eligible, in increments of eight or ten hours at their straight-time hourly rate of pay, at their option.

§ 4. Benefit Rate and Wage Rate Computations and Benefit Usage for 12-Hour Shift Schedules.

¶1. Wage Rate Calculation for 12-Hour Shifts: The straight-time hourly rate of pay and evening, night or weekend shift differential, if any, for a 12-hour shift schedule employee in any job classification covered by this Agreement is established by multiplying by .8571 the straight-time hourly rate of pay and the shift differential, if any, which that employee would be entitled pursuant to the Agreement to be paid if the employee became reclassified as an 8-hour shift schedule employee in the same job classification.

¶2. Benefit Rate Calculation for 12-Hour Shifts: The rate at which a 12-hour shift schedule employee in any classification covered by this Agreement shall be paid benefits is equivalent to the straight-time hourly rate that employee would be paid if s/he became reclassified as an 8-hour shift schedule employee in the same job classification (hereinafter called "base benefit rate"). For sick leave, holidays and vacation, employees whose primary shift includes a shift differential will be paid the base benefit rate plus an amount equal to the shift differential established for that shift in Article 9, § 3, ¶ 2 of the Agreement.

¶3. Pay for Benefit Utilization for 12-Hour Shifts: Employees scheduled to work 12-hour shift schedules shall be paid for vacation days, sick leave (subject to the integration of workers' compensation and state disability with sick leave provided for

in Article 14, § 5, ¶2), holiday pay, and pay for an in-lieu day off or floating holiday for which they are otherwise eligible in increments of twelve hours at the employee's base benefit rate to the extent that benefit accruals are left in the employee's applicable Paid Time Off Bank or Extended Sick Leave Bank. (See Article 14, § 2, ¶¶1 and 2.)

Bereavement leave for which a 12-hour shift schedule employee is otherwise eligible, will be paid in accordance with Article 15, § 8 of the Agreement at the employee's base benefit rate.

§ 5. Sick Leave For 8- and 10-Hour Shifts. Sick leave for which an 8-hour or 10-hour shift employee is otherwise eligible shall be paid at the rate of one hour of accrued benefit at the employee's straight-time hourly rate of pay, for each hour of scheduled time during which the employee is absent, to the extent applicable Paid Time Off or Extended Sick Leave benefit accrual is left. (See Article 14, § 2, ¶¶1 and 2.) Notwithstanding the foregoing, employees scheduled to work 10-hour shifts shall be paid for a full day's absence, at their option, either eight hours or ten hours at their straight-time hourly rate of pay to the extent that there is applicable Paid Time Off or Extended Sick Leave benefit accrual left. This subsection shall be subject to the integration of workers' compensation and state disability with sick leave provided for in Article 14, § 5, ¶2.

ARTICLE 12. HOLIDAYS

§ 1. Observed Holidays.

¶1. The following holidays shall be observed:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Four (4) Floating Holidays

Paid Time Off System: Floating holidays and unused in-lieu days or compensatory holidays off (pursuant to Article 12, § 1, ¶¶3 and 6(b)(2) and 6(c)(2)) will be accrued as Paid Time Off and governed by Article 14, § 2, ¶1.

¶2. Day Holiday Observed. If a holiday, other than a floating holiday, falls on a Sunday, it shall be observed on the following Monday. If such a holiday falls on a Saturday, it shall be observed on the preceding Friday.

¶3. Holiday on Employee's Day Off. If the holiday, other than a floating holiday, falls on an employee's day off and the employee has otherwise qualified for holiday pay, s/he shall be entitled to a compensatory day off with pay in accordance with Article 11 and the holiday time shall be banked as Paid Time Off pursuant to Article 14, § 2, ¶ 1.

¶4. Holiday During Vacation. When a holiday falls within an employee's vacation period, provided that the employee meets the requirements of Article 12, § 1, ¶5, the vacation period shall be extended by one day and the employee shall be entitled to holiday pay for said holiday.

¶5. Eligibility for Holiday Pay. If an employee does not work on a holiday observed under this Agreement, s/he shall receive pay for that day and his/her Paid Time Off Bank (Article 14, § 2, ¶1) will be debited in an amount determined pursuant to Article 11, unless:

(a) The employee was scheduled to work on the holiday and failed to do so, unless expressly excused from so working by his/her immediate supervisor or unless the employee is on paid sick leave; or

(b) The employee failed to work the full period of time of his/her last scheduled day preceding the holiday and of his/her first scheduled day following the holiday, unless expressly excused from so working by his/her immediate supervisor or unless the employee is on paid sick leave; or

(c) The employee was on leave of absence without pay during the work period within which the holiday falls.

¶6. Pay for Working on Observed Holidays.

(a) Guaranteed Hours. An employee who is required to work on an observed holiday shall be guaranteed his/her normal scheduled number of hours of work for that day.

(b) Compensation For Holiday Work, Not on Weekend. If an employee is scheduled to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving, s/he either shall be:

(1) paid for all hours worked at one and one-half (1-1/2) times his/her straight-time hourly rate of pay, in addition to holiday pay, or;

(2) paid at one and one-half (1-1/2) times his/her straight-time hourly rate of pay for all hours worked, and, in lieu of holiday pay, shall be granted a day off with pay (which shall be banked in accordance with Article 14, § 2, ¶1 and the amount determined pursuant to Article 11) within sixty days of such worked holiday, except as hereinafter provided in Article 12, § 1, ¶6(c) or (d).

(c) Compensation For Work On Certain Holidays During Weekend. Notwithstanding Article 12, § 1, ¶6(b), if Christmas Day, New Year's Day, or Independence Day falls on a Saturday or Sunday and an employee works on the day on which the holiday actually falls, the employee shall receive, if otherwise eligible, either:

(1) one and one-half (1-1/2) times his/her straight-time hourly rate of pay for each hour worked, in addition to holiday pay, or;

(2) one and one-half (1-1/2) times his/her straight-time hourly rate of pay for each hour worked and, in lieu of holiday pay, shall be granted an in-lieu day off with pay (which shall be banked in accordance with Article 14, § 2, ¶1 and the amount determined pursuant to Article 11) within sixty days of such worked holiday.

If, on the other hand, an employee works on the day the holiday is observed (Friday or Monday), but not on the actual holiday, the employee shall receive, if eligible, either:

(1) straight-time pay for all hours worked on the day the holiday is observed, in addition to holiday pay, or;

(2) the employee's straight-time hourly rate for all hours worked on the day and, in lieu of holiday pay, shall be granted an in-lieu day off with pay (which shall be banked in accordance with Article 14, § 2, ¶1 and the amount determined pursuant to Article 11) within sixty days of such worked holiday.

If the employee works both the day on which the holiday actually falls and the day on which the holiday is observed, the employee shall be paid premium pay only for working on the Saturday or Sunday on which the holiday actually falls.

(d) Hours worked by an employee on a holiday which are compensated at the premium rate provided in Article 12, § 1, ¶6(b) & (c) shall be counted as hours worked for overtime purposes up to a maximum of eight hours. Employees shall be credited for overtime purposes for holidays (other than floating holidays) not worked, including in-lieu days, with eight hours if they work either 8-hour shifts or 12-hour shifts and with ten hours if they work 10-hour shifts, if the employee is required to work during a payroll period that number of days which, when combined with the number of holidays not worked, would exceed ten days for an 8-hour or 12-hour shift employee and eight days for a 10-hour shift employee.

¶7. Scheduling and Compensating In-Lieu Days Off. In-lieu days off, as provided in Article 12, § 1, ¶6(b) and (c), shall be granted to an employee within sixty days of a worked holiday. The employee shall be paid from his/her Paid Time Off Bank

(Article 14, § 2, ¶1) for such an in-lieu day off in the payroll period in which the day off is taken. It is understood that in-lieu days off shall be scheduled in accordance with the employee's advance request whenever possible. If an employee requests an in-lieu day off in writing at least thirty days prior to the first effective date of the schedule in which the requested day off falls, the request shall be granted unless it is not operationally practical because too many other employees have requested and been granted the same day as a day off or the day is a holiday named in Article 12, § 1, ¶1, or a day adjacent to such a holiday. A response must be given to a request for an in-lieu day off within four days after its submission (excluding Saturdays, Sundays and the holidays named in Article 12, § 1, ¶1). If a request for an in-lieu day off is not made within the time limits set forth above, nevertheless an in-lieu day off shall be granted according to an employee's request subject to approval of the employee's supervisor, whose approval shall not be unreasonably withheld. If the employee's request cannot be granted the employee shall be given an opportunity to select an alternative in-lieu day off. An in-lieu day off that has been granted shall not be canceled except in the event of an emergency. For purposes of this section, an emergency is defined as an unavoidable, unforeseen, nonrecurrent event. If an employee is not granted such an in-lieu day off within sixty days of a holiday, his/her Paid Time Off Bank remains credited for that holiday.

§ 2. Floating Holidays.

¶1. Number and Accrual. Four floating holidays a year shall be accrued as follows: As determined by the Employer, a floating holiday will accrue on a quarterly basis in mid-August, mid-November, mid-February and mid-May of each year

of the Agreement. Floating holidays will be banked as Paid Time Off in accordance with Article 14, § 2, ¶ 1.

¶2. Scheduling Floating Holidays. Employees may select the days on which they take their accrued floating holidays (such as Martin Luther King's Birthday, Cinco De Mayo, religious holidays or any other day of the employee's choice) by submitting a written request to their supervisor at least two weeks in advance. In such event, the employee's selection shall be subject to approval by the employee's supervisor, whose approval shall not be unreasonably withheld. If an employee requests a floating holiday in writing at least thirty days prior to the first effective date of the schedule in which the requested holiday falls, the request shall be granted except if it is not operationally practical because too many other employees have requested and been granted the same day as a day off or the day is a holiday named in Article 12, § 1, ¶1 or a day adjacent to such a holiday. A response must be given to a request for a floating holiday within four days after its submission (excluding Saturdays, Sundays and the holidays named in Article 12, § 1, ¶1. A holiday that has been granted shall not be canceled except in the event of an emergency. For purposes of this section, an emergency is defined as an unavoidable, unforeseen, nonrecurrent event.

§ 3. Part-time Employees. Part-time employees shall receive prorated holiday pay, pursuant to this Article, computed according to the formula set forth in Article 20, § 1, ¶6.

ARTICLE 13. VACATIONS

§ 1. Vacation Accrual.

¶1. Accrual Schedules. Full-time employees on the active payroll of the Employer shall accrue paid vacation time pursuant to Article 11 and the Paid Time Off System (Article 14, § 2), and according to the following schedule:

(a) Employees with less than twelve months of service shall not be granted vacation time off.

(b) Upon completion of twelve months of continuous service, an employee shall become entitled to vacation with pay accrued for each hour worked or paid at the rate of .0385 vacation hours for an 8-hour employee and at the rate of .0427 vacation hours for a 12-hour employee, up to a maximum accrual of eighty vacation hours for those twelve months.

(c) An employee shall accrue a maximum of eighty hours of vacation with pay during the 13th through 24th month of continuous service and during each successive interval thereafter of twelve consecutive months, through the 36th month of continuous service. Vacation shall be accrued for each hour worked or paid at the rate of .0385 vacation hours for an 8-hour employee and at the rate of .0427 vacation hours for a 12-hour employee.

(d) An employee shall accrue a maximum of 120 hours of vacation with pay during the 37th through the 48th month of continuous service and during each successive interval thereafter of twelve consecutive months, through the

108th month of continuous service. Vacation shall be accrued for each hour worked or paid at the rate of .0577 vacation hours for an 8-hour employee and at the rate of .0641 vacation hours for a 12-hour employee.

(e) Only employees who have at least 97 months of continuous service before January 1, 1997 are eligible to accrue a maximum of 160 hours of vacation with pay during the 97th through the 108th month of continuous service and during each successive interval thereafter of twelve consecutive months. Effective January 1, 1997, an employee shall accrue a maximum of 160 hours of vacation with pay during the 109th through the 120th month of continuous service and during each successive interval thereafter of twelve consecutive months of continuous service.

Vacation shall be accrued for each hour worked or paid at the rate of .0769 hours for an 8-hour employee and at the rate of .0855 vacation hours for a 12-hour employee.

(f) Only employees who have at least 169 months of continuous service before January 1, 1997 are eligible to accrue in excess of 160 hours of vacation with pay in any year. Such eligible employees shall accrue a maximum of 200 hours of vacation with pay during the 169th through the 180th month of continuous service and during each successive interval thereafter of twelve consecutive months of continuous service. Vacation shall be accrued for each hour worked or paid at the rate of .09615 vacation hours for an 8-hour employee and at the rate of .1068 vacation hours for a 12-hour employee.

¶2. Continuous Service. Continuous service shall not be lost unless the employee loses his/her seniority status.

¶3. Limits on Accrual. Vacations must be taken and may not be accrued over a period in excess of 23 months. Whenever an employee's accumulation reaches the 17th month, the employee will be notified of that fact in order to afford that employee the opportunity to take his/her vacation. Accrual limits will be governed by Article 14, § 2, ¶1(a).

§ 2. Vacation Pay.

¶1. Rate. Vacation pay shall be paid at the employee's straight-time hourly rate of pay in effect during the payroll period preceding the vacation plus shift differential, if any, for the shift to which the employee is primarily assigned, and pursuant to Article 11.

¶2. Vacation Pay Request. Employees shall receive their vacation paychecks with their payroll check immediately preceding the taking of their vacation if request for same is made at least one week before the check is to be issued; otherwise, payment will be made in the next payroll check following receipt of the request, but in no event (except upon termination) will vacation pay be paid unless the vacation is taken.

¶3. Vacation Pay Upon Termination. Payment will be governed by the Paid Time Off System (Article 14, § 3).

§ 3. Scheduling Vacation.

¶1. Rotational Scheduling. Vacations will, so far as practicable, be granted at times most desired by employees, with preference being given based on seniority applied by classification within each scheduling unit, provided,

however, that prime vacation time off (vacation time off in conjunction with Thanksgiving or the day after, Christmas and New Year's and the eves of each, and the period between Memorial Day and Labor Day) will be equitably distributed on a rotational basis among employees requesting prime vacation time off in accordance with Article 13, § 3, ¶2. The objectives of the rotational system are to share the opportunities to have prime vacation time off within a scheduling unit among those who request it: 1) within a year; and 2) to share particular prime vacation time off from year to year. Implementation of the rotational system will begin in order of seniority and will continue in order of seniority so far as practicable and consistent with the stated objectives of the system.

Employees will not be required to provide passports, airline tickets or other proof regarding vacation plans.

¶2. Requests. Employees who desire such preference in choosing their vacation shall submit their choice, in writing, during the month of January for vacations requested during the period from March 1st through the end of the following February, and will be advised of the action on such vacation request by February 15th. If an employee wants to break up his/her vacation, seniority preference shall be applicable only to the first vacation period chosen by the employee except that if the employee is required to break up his/her vacation on account of departmental policy, seniority preferences shall be applicable to two vacation periods chosen by the employee if s/he requests them both during the month of January.

¶3. The Employer will give due consideration to allowing employees to take their full annual vacation accrual at one time.

¶4. The final right to schedule vacations, however, rests exclusively with the Employer.

§ 4. Part-time Benefit. Part-time employees shall accrue vacation pay in accordance with Article 20, § 1.

ARTICLE 14. SICK LEAVE AND PAID TIME OFF SYSTEM

§ 1. Sick Leave Accrual Rate. Commencing with the first month of full-time service, full-time employees shall accrue a maximum of 96 hours of sick leave for the first 12 months of continuous service and during each successive period thereafter of 12 consecutive months. Sick leave shall be accrued for each hour worked or paid at the rate of .0462 hours of sick leave for 8-hour employees and at the rate of .0513 hours of sick leave for 12-hour employees. Part-time employees will accrue sick leave in accordance with Article 20, § 1. One half of each sick leave accrual will go, respectively, into an employee's Paid Time Off Bank and Extended Sick Leave Bank of the Paid Time Off System (Article 14, §2).

§ 2. Paid Time Off System.

¶1. Paid Time Off Bank:

(a) Paid Time Off Bank Accruals: All hours accrued as vacation or holiday time (whether a floating holiday or an in-lieu day or compensatory holiday off) and up to 48 hours of sick leave (pursuant to Article 14, § 1) shall be deposited upon accrual into the employee's Paid Time Off Bank, up to a maximum of two years aggregate rate of accrual of such paid time off hours, given the employee's rates of benefit accruals then in effect.

(b) Paid Time Off Bank Utilization: All paid time off hours accrued in an employee's Paid Time Off Bank may be scheduled by the employee as an in-lieu holiday or compensatory holiday off (in accordance with Article 12, § 1, ¶7), a floating holiday (in accordance with Article 12, § 2, ¶2), vacation (in accordance with Article 13, § 3), as prescheduled personal time off (such as, for example, for medical and dental appointments, or to attend a school meeting) in conformity with established Departmental (or department equivalent) policies on attendance and notification, and shall be used for the first three days of work missed (up to 24 hours) of an incident of illness in accordance with Article 14, §§ 3, 4, and 5. An employee may elect to use Paid Time Off Bank hours to cover the fourth day of work missed (or hours missed in excess of 24) and additional working time missed thereafter in an incident of illness, provided the paid time off hours in the employee's Extended Sick Leave Bank first have been exhausted.

(c) Paid Time Off Bank Conversion to Cash:

(1) Employees shall receive accrued unused paid time off in their Paid Time Off Bank as pay upon termination.

(2) An employee may receive pay at his/her straight-time hourly rate of pay up to fifty percent (50%) of the unused paid time off hours which the employee accrued in their Paid Time Off Bank from July 1 of the prior year through June 30th of the next year. Employees must timely make their election of the eligible paid time off hours payable in their Paid Time Off Bank, if any, on a form provided by the Employer. The payment will be made in a payroll check as soon as practicable after June 30th each year.

¶2. Extended Sick Leave Bank:

(a) Extended Sick Leave Bank Accruals: Each year up to 48 hours of sick leave shall be deposited into the employee's Extended Sick Leave Bank upon accrual (pursuant to Article 14, § 1) up to a maximum of 650 hours in the Extended Sick Leave Bank.

(b) Extended Sick Leave Bank Utilization: Extended Sick Leave Bank paid time off hours shall be used for the fourth day of work missed (or hours missed in excess of 24) and additional working time missed thereafter in an incident of illness, until the Extended Sick Leave Bank is exhausted.

(c) Extended Sick Leave Bank Conversion to Cash:

(1) Employees shall receive their accrued unused paid time off in their Extended Sick Leave Bank as pay upon retirement.

(2) An employee shall receive pay at his/her straight-time hourly rate of pay for all paid time off hours in excess of 650 in the employee's Extended Sick Leave Bank. The payment will be made in a payroll check as soon as practicable after June 30th each year.

§ 3. Sick Leave Use.

¶1. Sick Leave Request. An employee who indicates an absence is attributable to illness or injury shall be deemed to be requesting paid time off from his/her Paid Time Off Bank for the first three days of work missed (up to 24 hours) of an incident of illness, and from his/her Extended Sick Leave Bank for the fourth day of work missed (or hours missed in excess of 24) and additional working time missed thereafter, and otherwise Personal Medical Leave under Article 15, § 2, ¶1, in that incident of illness to the extent available. The employee may, at his/her option, after his/her Extended Sick Leave Bank is exhausted, cover the remainder of that incident of illness from his/her Personal Time Off Bank to the extent available, and shall otherwise be deemed to be requesting Personal Medical Leave under Article 15, § 2, ¶1 to the extent that it is available, to cover the remainder (if any) of that incident of illness.

¶2. When Sick Leave is Payable. Sick leave shall be payable in the following manner only:

(a) Employee's Illness. Leave shall be payable from the first full day of absence to the extent available in an employee's Extended Sick Leave Bank and from the employee's Paid Time Off Bank.

(b) Sick Child. Time off to attend to the needs of the employee's sick child will be governed by the Paid Time Off System (Article 14, § 2). This Article 14, § 3, ¶2(b) will be applied in conformity with established Departmental policies on attendance and notification.

§ 4. Proof of Illness.

¶1. Reasonable Proof and Verification. The Employer may, whenever it appears to be justified, require reasonable proof of illness or injury requiring an employee's absence from work, and where the employee's absence is attributable to substance dependency, proof that the employee is being actively treated for that dependency, as a condition for payment of sick leave. The Employer may further, whenever it appears justified, independently verify said injury or illness or, where the employee's absence is attributable to substance dependency, independently verify that the employee is being actively treated for that dependency.

¶2. Confidentiality. An employee must, when requested as part of said independent verification or as a condition to eligibility for such paid sick leave, sign necessary documents for the release of medical information pertinent to the reasons for the absence to the Employer's physician or other health care professional. The medical conclusions from such examination relevant to employment decisions about the employee are the only information which shall be released to the appropriate management, where necessary, and otherwise the information shall be kept strictly confidential except in any grievance, arbitration or other proceeding in which any party places in issue proof of the illness or injury requiring the employee's absence from work.

¶3. Cost of Physician. Whenever the Employer requires that the employee be examined by a physician selected and directed by the Employer, it shall be at the Employer's expense.

¶4. No Employer Duty To Verify. This Article 14, § 4 shall not be construed for any reason as requiring the Employer to attempt to verify any illness or injury or that the employee is being actively treated for substance dependency.

¶5. Grievances. Grievances arising under this Article 14, § 4 shall initially be submitted in Step Three subject to the time limits established by Article 21, § 2 and § 5, ¶5.

§ 5. Sick Pay.

¶1. General Rule. Sick leave shall be payable pursuant to Article 11 and until benefits are exhausted pursuant to the Paid Time Off System herein (Article 14, § 3).

¶2. Workers' Compensation and S.D.I. If the employee receives payment for an absence under Workers' Compensation laws or receives State Disability Insurance benefits, sick leave shall be payable only up to an amount equal to the difference between such payments received and the amount which the employee would have received if s/he had been at work, computed at the employee's straight-time hourly rate of pay plus shift differential, if any.

¶3. Nonconvertible to Cash. The conversion of unused sick leave into cash shall be governed by the Paid Time Off System (Article 14, § 2).

¶4. Retirement. Article 14, § 2, ¶1(c)(1) and ¶2(c)(1) shall govern the payout of Paid Time Off upon retirement.

§ 6. Absenteeism. No employee can be disciplined for absenteeism due to bona fide illness until s/he has used up his/her accumulated sick leave, except that an employee may be disciplined when his/her attendance record shows excessive use of paid sick leave or a pattern of abuse such as absences consecutive with scheduled days off.

ARTICLE 15. LEAVES OF ABSENCE

§ 1. Family Care and Medical Leave.

¶1. Statutory Leaves. Except as specifically provided for in Article 15, all terms, conditions, rights, and choices applicable to an employer and employee in connection with Family Care and Medical Leave under this Agreement will be governed by the Federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("California Family Rights Act"), and the California Paid Family Care Leave Law of 2004.

¶2. Definitions. The definition of Family Care and Medical Leave and other related terms are defined by FMLA and the California Family Rights Act. As more fully described under these applicable laws, Family Care and Medical Leave is unpaid time off for the birth of an employee's child, the adoption or foster care placement of a child with the employee, when the employee is needed to care for a parent, spouse or child with a "serious health condition," or for the "serious health condition" of the employee which renders the employee unable to perform his/her job. In general, under the law, "child" refers to a biological, adopted, foster or stepchild, legal ward or a child of a person standing in loco parentis and "parent" refers to the employee's biological, foster, adoptive or stepparent, legal guardian or an individual who stood in loco parentis to an employee when the employee was a child.

¶3. Available Family Care and Medical Leave Time. Thirteen weeks within any twelve month period is the amount of Family Care and Medical Leave which shall be available to eligible employees covered by this Agreement. Family Care and

Medical Leave may be taken on an intermittent or nonintermittent basis to the extent permitted by applicable law and by agreement of the parties.

¶4. Unpaid Leaves. Family Care and Medical Leave will be unpaid except that:

(a) Sick leave shall be used concurrently during any Family Care and Medical Leave taken on account of the employee's medical circumstances; and

(b) Accrued, unused vacation and holidays may be used concurrently during any Family Care and Medical Leave at the employee's request, provided that if the leave is taken on account of the employee's medical circumstances, sick leave must be exhausted first.

(c) During an approved Family Care and Medical Leave the Employer will continue its contributions towards the employee's portion of the coverage cost of the Employer's health insurance plan in which the employee is enrolled.

(d) Effective July 1, 2004, an employee may be eligible to apply for benefits from California's Paid Family Leave Insurance Program (PFL) during a Family Care and Medical Leave taken for reasons other than the employee's own serious health condition, as provided by law. Disputes arising under this subparagraph (d) are not subject to Article 21, Grievance and Arbitration.

(e) Effective July 1, 2004, if an employee receives payment for an absence under the California Paid Family Leave Insurance Program ("PFL") during

an approved Family Care and Medical Leave ("FMLA") and is eligible under this Agreement to and elects to use Paid Time Off or sick leave concurrently during that FMLA, such Paid Time Off or sick leave, whichever is applicable, shall be payable only up to the amount equal to the difference between such payments received and the amount which the employee would have received if s/he had been at work, computed at the employee's straight-time hourly rate of pay plus shift differential, if any.

¶5. Return Rights. An employee who returns at or before the expiration of a Family Care and Medical Leave granted hereunder will be returned to the employee's job classification and shift held immediately prior to the beginning of the Family Care and Medical Leave.

§ 2. Personal Medical Leave for an Employee's Serious Health Condition.

¶1. Available Personal Medical Leave. An employee who has exhausted his/her Family Care and Medical Leave may have one continuous leave for the employee's own serious health condition (as defined by FMLA and California Family Rights Act) which may last as long as:

(a) The employee's available unused sick leave (integrated with workers' compensation or state disability insurance in accordance with Article 14, § 5, ¶2) and drawn from the employee's applicable Paid Time Off Bank or Extended Sick Leave Bank pursuant to Article 14, § 2; and

(b) The continuous time period for a Personal Medical Leave provided for by Article 15, § 2, ¶1 (a) may be extended by up to one continuous month

in the case of an employee with three or more years of service or nine (9) months in the case of an employee whose absence is due to the employee's industrial illness or injury, whichever is greater.

¶2. Health Insurance. During a Personal Medical Leave granted pursuant to Article 15, § 2, ¶1(a) and during an extension thereto granted pursuant to Article 15, § 2, ¶1(b) because of the employee's industrial illness or injury, the Employer shall continue its contributions towards the employee's portion of the coverage cost of the Employer's health insurance plan in which the employee is enrolled.

¶3. Return Rights From Personal Medical Leave. An employee who has been granted a Personal Medical Leave provided for in Article 15, § 2, ¶1 will have the right to return to a vacancy (as described in Article 15, § 2, ¶5(b)) if the employee is available to return by the end of the leave granted. If a vacancy is not available, the employee will be entitled to the right of reemployment available under Article 15, § 2, ¶6. An employee who has exhausted Family Care and Medical Leave provided for in Article 15, § 1, ¶3 and the Personal Medical Leave provided for in Article 15, § 2, ¶1 and continues to be absent in excess of the period provided for by § 2, (a) or (b), whichever applies, or begins another continuous absence due to the employee's medical circumstances will be terminated but will have the right of reemployment described in Article 15, § 2, ¶6.

¶4. Industrial Personal Medical Leave. An employee who has exhausted Family Care and Medical Leave provided for in Article 15, § 1, ¶3 and the Personal Medical Leave provided for in Article 15, § 2, ¶1 and continues to be absent in

excess of the period provided for by Article 15, § 2, ¶1(b) or, within the same twelve month period referred to in Article 15, § 1, ¶3 begins another continuous absence due to the employee's industrial illness or injury, will be terminated but will have the right of reemployment described in Article 15, § 2, ¶6.

¶5. Right to Return to Vacancy After Personal Medical Leave.

(a) Return From Industrial Illness With Restriction. The Employer will make a reasonable effort to place employees with at least one year of continuous service, who are released to return from an industrial injury or illness on a restricted basis, in an appropriate job as soon as possible after the employee presents documentation that the employee is able to return to work. The employee shall be compensated in the new job at the appropriate classification wage range for that job and at the same position in the range that the employee held prior to the disability.

(b) Return On or Before Scheduled End. If the employee returns on or before the scheduled end of a Personal Medical Leave granted pursuant to Article 15, § 2, ¶1 the employee will be returned to any vacancy in his/her classification in his/her department which is available and to the same shift if there is an opening. If that shift is not then available, s/he will have first preference for an opening on that shift.

¶6. Right of Reemployment. An employee terminated from employment under Article 15, § 2, ¶3 or § 2, ¶4 shall be entitled to reemployment subject to the following:

(a) Release Date. The employee must be released within 180 calendar days after the date on which s/he exceeded such Personal Medical Leave, or; in the case of a Personal Medical Leave because of the employee's industrial illness or injury, the employee must be released within twelve continuous months after the leave provided for by Article 15, § 2, ¶1(b) ended or after the additional continuous industrial illness/injury absence began;

(b) Definition. The right of reemployment is the right to be placed in a vacancy in the job classification and department in which the employee last worked if such a vacancy occurs within ninety consecutive calendar days of the employee's notice to the Employer in writing that s/he is available to return to work;

(c) Notices by Employee. The employee must give the Employer written notice during the first calendar week of each successive month following the end of the leave period provided for pursuant to Article 15, § 2, ¶1. The notice must advise the Employer of: the employee's current address; a telephone number where s/he can be reached; and that s/he wants to retain his/her right to reemployment as provided in Article 15, § 2, ¶6; and

(d) Notice of Release. Within one calendar week of receiving a full medical release the employee must notify the Employer in writing that: s/he has been fully released; the effective date of such release; and that s/he is available for work immediately. The employee must continue to give the Employer written notice of any changes in his/her last-provided address or telephone number. S/he also must continue to give the Employer written notice during the first calendar week of each

successive month pursuant to Article 15, § 2, ¶6(c) that s/he wants to retain his/her right to reemployment pursuant to Article 15, § 2, ¶6 until s/he is placed in a position or until the aforementioned ninety calendar day period expires, whichever is earlier; and

(e) Qualifications. The employee must be qualified for and physically and mentally capable of performing in the job classification in which s/he last worked for the Employer. The Employer retains the right to obtain at its expense a determination of the employee's condition in a thorough examination by a physician or, in case more than one medical subspecialty is involved, physicians of the Employer's choice. In the event of a dispute, the primary physician selected by the employee and the primary physician selected by the Employer shall select a third physician who shall be fully informed by the Employer of the current duties the employee would be required to perform, and shall examine the employee and his/her medical history. The conclusion of this third physician as to the employee's emotional and physical ability to return to work without restriction shall be binding; and

(f) Notice of Intent to Return. The employee must notify the Employer within three days of his/her receipt of notice that a vacancy is available of his/her intent to return to work or lose all rights under Article 15, § 1, ¶6. The employee shall be deemed to have received notice given by telegram to the last address the employee furnished in writing to the Employer; and

(g) Preference. Such an employee shall have preference over employees exercising bids under Article 7, § 8 of this Agreement; and

(h) Seniority. In the event of such reemployment, the employee shall be credited with the seniority s/he accrued as of the last day of the Personal Medical Leave provided for in Article 15, § 2, ¶1, (a) or (b), whichever is applicable.

¶7. Applying for Personal Medical Leave.

(a) The Initial Application. To request a Personal Medical Leave, an employee must present a certificate from the employee's physician stating the necessity for such leave and its anticipated duration. The maximum leave time which can be covered by any one request is thirty consecutive calendar days.

(b) Personal Medical Leave Extensions.

(1) Employees on an approved Personal Medical Leave may request and be granted extensions in successive periods of up to thirty consecutive calendar days each, up to the maximum leave available under Article 15, § 2, (a) or (b), whichever applies.

(2) An employee must request an extension at least one week prior to the end of a leave of absence or its most recent extension. The extension request is made by presenting a certificate by the employee's physician stating the necessity for the extension and the anticipated duration of the current extension being sought.

(c) Employer Placement on a Medical Leave. The Employer may place an employee on a personal medical leave when, in the objective opinion of the Director of Human Resources or his/her designee, the employee's physical or

mental condition warrants it. In any such case, the Union Representative shall be immediately notified of such action. When an employee is placed on a personal medical leave of absence in accordance with this paragraph, the leave may be commenced without physician certification. Thereafter, the Employer may require the employee to provide certification of the employee's physical or medical condition and anticipated duration of such leave. Grievances under this paragraph shall be initially submitted in Step Three subject to the time limits established by Article 21, § 5, ¶4. If, based on medical documentation provided by the employee to the employer or as a result of the grievance and arbitration process in the event of a dispute, it is determined that there was no reasonable medical basis to place the employee on a leave of absence, the employee shall be made whole for any losses suffered.

¶8. Verification of Medical Situation.

(a) Employer Verification. The Employer's Employee Health Service may, whenever it appears to be justified, independently verify the statements or certificates provided for in this Article of the physician or, in the case of a Family Care and Medical Leave, of the employee's health care provider and in a manner permitted by applicable law. Whenever the Employer requires that the employee be examined by a physician selected and instructed by Employer, it shall be at the Employer's expense.

(b) Release of Medical Information. As a condition to eligibility for a medical leave of absence, an employee must submit medical verification of the need for leave, as allowed by law.

(c) No Employer Duty to Verify. This Article 15, § 2, ¶8 shall not be construed for any reason as requiring the Employer to attempt to verify any illness or injury or that the employee is being actively treated for substance dependency.

(d) Grievances. Grievances arising under this Article 15, § 2, ¶8 shall be initially submitted in Step Three subject to the time limits established by Article 21, § 5, ¶4.

¶9. Except to the extent limited by FMLA or California Family Rights Act, nothing contained in this Article 15, § 1 or 2 shall be construed as limiting the Employer's right to discipline for excessive use of non-consecutive unpaid medical leave, whether the absences are for bona fide illness or not.

§ 3. Pregnancy Disability and Industrial Illness or Injury. In addition to the Family Care and Medical Leave and Personal Medical Leave provided for by this Agreement, certain laws may provide for additional unpaid medical leave for pregnancy-related disabilities and industrial illness or injury which are not provided for by this Agreement and are not subject to grievance or arbitration under this Agreement.

§ 4. Discretionary Leaves and Extensions. The Employer may, in its discretion, grant extensions to Family Care and Medical Leaves and/or Personal Medical Leaves for an Employee's Serious Health Condition for which the employee is not eligible under this Agreement and may grant time off for family care or medical reasons to employees who are not eligible under this Agreement for leaves for such purposes.

§ 5. Personal Leave. The Employer shall give reasonable consideration to requests for leaves of absence without pay for educational purposes for periods not to exceed one year and for other personal reasons including working for the Union, for periods not to exceed thirty days, provided that the employee requesting such leave has completed at least one year of continuous service. Any employee who takes personal leave for the purpose of working for the Union shall not engage in any activities related to the Employer or its employees, and if any such activity does occur, the employee's leave shall be cancelled and the employee shall return to work as directed by his/her supervisor. An employee returning on time from an approved personal leave of absence shall be returned to the same classification and to the same shift if there is an opening on that shift. If the employee is returned to a different shift, s/he shall have first preference for an opening on the shift in which s/he worked immediately before the start of the leave of absence.

§ 6. Terminations For Leave Infractions. In accordance with Article 7, § 5, ¶1, an employee shall lose his/her seniority and be considered a voluntary quit for: giving a false reason for a leave of absence; exceeding the term of an authorized leave of absence granted for illness or injury or any other purpose (subject to the provisions of Article 15, § 2, ¶6), except for reasons beyond the employee's control; or engaging in gainful employment with any other employer while on leave without prior written permission from the Employer.

§ 7. Personal Time Off. Where circumstances justify it, an employee may request and may receive personal time off without pay for all or a portion of a scheduled shift. Reasonable consideration will be given to requests for such time off. In a

verifiable emergency, such time off shall be granted as quickly as is reasonably possible.

§ 8. Bereavement Leave. After one year of continuous service, an employee shall be entitled to paid bereavement leave under the following terms and conditions:

¶1. The deceased must be a member of the employee's immediate family, defined as spouse, parent including step parents or persons who fulfilled the role of parent, child including step children, brother, sister, parent-in-law, legal guardian, legal ward, grandparents, grandchildren, domestic partner or current sister-in-law or brother-in-law.

¶2. Only scheduled working days missed will be compensated.

¶3. For a full-time employee, a maximum of three scheduled days missed, but not exceeding 24 hours, at the employee's straight-time hourly rate of pay, shall be paid if the employee travels less than 500 miles away from his/her home in connection with the death of the aforescribed immediate family member, and a maximum of four scheduled days missed, but not exceeding 32 hours at the employee's straight-time hourly rate of pay, shall be paid if the employee travels 500 or more miles away from his/her home in connection with the death of the aforescribed immediate family member.

¶4. In the case of a death of a full-time employee's spouse, domestic partner, parent (including step parent) or child (including step child), three scheduled working days, in addition to the paid days off under Article 15, § 8, ¶3 missed in

accordance with Article 15, § 8, ¶2 shall be granted off without pay. At the employee's request, accrued, vested vacation or holiday may be used for any or all of such additional three days off.

¶5. Upon return to work, the Employer may require reasonable proof of the death of the immediate family member of the employee as a condition of payment of bereavement leave and of release from work pursuant to Article 15, § 8, ¶¶ 3, 4, and may require reasonable proof that the employee traveled 500 or more miles away from his/her home as a condition of payment of more than 24 hours of bereavement leave pay.

¶6. Part-time employees shall receive prorated bereavement leave in accordance with Article 20, § 1.

§ 9. Leave Requests. Except for leaves initiated pursuant to Article 14, § 2, ¶1 or Article 15, § 2, ¶7(c), and, when, under applicable law, use of a written form in advance of the start of a Family Care and Medical Leave may not be required, all leaves of absence shall be requested in writing on a form provided by the Employer, and all leaves granted shall be in writing and for a specified period of time.

§ 10. Benefit Credits During Leaves. No benefit credits of any nature shall continue to accrue during an unpaid absence except as otherwise provided in Article 15, § 1, ¶4(c); § 2, ¶2; and § 2, ¶4. For purposes of review and salary adjustment (pursuant to Article 10 and Appendix A) and longevity differentials (pursuant to Article 9, § 4) employees on a leave of absence in excess of thirty calendar days shall have their length of service reduced by the period of such absence.

ARTICLE 16. GENERAL CONDITIONS

§ 1. Safety. The Employer will continue its policy of maintaining high safety standards for its employees.

§ 2. No Monetary Reductions. No employee shall suffer any reduction in any monetary benefits by virtue of the execution of this Agreement.

§ 3. Parking.

¶1. Assignment of Parking Spaces.

(a) Amount of Spaces. The Employer will continue to provide, during the term of this Agreement, unreserved parking spaces to 42% of the employees covered by this Agreement, up to the number of unreserved parking spaces assigned to such employees as of June 30, 1990. In no case shall a bargaining unit employee lose the parking pass assigned to him on account of a change in the size of the bargaining unit.

(b) Assignment System. The Employer will continue to use its current system for assigning vacant unreserved parking spaces to bargaining unit employees based on seniority. It is understood that there may be times when the number of employees with parking passes who wish to park their cars at the same time may temporarily exceed the number of parking spaces available.

¶2. Parking Charges. Fees for parking privileges to employees covered by this Agreement shall be no more than the charge to the Employer's other

non-represented employees and shall not be increased in any year of this Agreement by more than two dollars (\$2.00) per month.

¶3. Emergency Parking. The Employer agrees to provide validated parking at its parking facilities for employees when they are required to report to work on an emergency basis.

§ 4. Safety Committee. The Union shall participate in the departmental safety committees in Environmental Services, Materials Management, Food and Nutrition Services, Nursing, and Plant Operations and in the Medical Center Safety Management Committee as they are established from time to time by the appointment of one current bargaining unit employee to each of these safety committees. The Union shall recommend current bargaining unit employees from each of these departments to serve on their department's safety committee and from the bargaining unit at large to serve on the Medical Center Safety Management Committee and those recommendations shall not be unreasonably rejected by the Employer. The Employer retains the right to appoint additional participants from the bargaining unit to its safety committees.

§ 5. Name Tags.

¶1. Craft J.D. The Employer will provide descriptive name tags for employees employed in crafts, indicating the primary craft in which they work (e.g., painter, mechanic or carpenter).

§ 6. Emergency Calls. The Employer will make every reasonable effort to transmit emergency calls to employees immediately, but no later than within one hour

after they are received. A supervisor who receives an emergency call for an employee under his/her supervision must transmit the call to the employee immediately, but not later than within one hour if the employee is on the Medical Center's premises.

§ 7. Orientation.

¶1. New Hires. All new employees shall be oriented within one month of hire. The content of the orientation program shall be determined by the Employer.

¶2. Shop Steward List. At the time of orientation, new hires covered by this Agreement shall be furnished with the most recent list of shop stewards supplied to the Employer by the Union. Such list shall show the name of each shop steward and the area to which the steward is assigned.

§ 8. Training and Development.

¶1. The Employer will continue its policy of providing employees with the opportunity for individual growth and development. It is the objective of this policy to assist employees in achieving their highest potential of usefulness and personal fulfillment, within the limits of the Employer's economic capabilities and operational needs. Consistent with this policy, consideration shall be given any employee in any classification who requests to attend classes, seminars, workshops or lectures which will enhance the employee's capabilities to perform in his/her current position, or to advance in his/her career at the Medical Center.

¶2. Tuition Aid Policy. The Employer shall apply its tuition aid policy provided to its other employees (excluding management and supervisory employees) to

employees covered by this Agreement and any improvements in such policy for such other employees (excluding management and supervisory employees) shall be extended to employees covered by this Agreement.

§ 9. Lie Detector Tests. The Employer shall not require any employee to take a lie detector test.

§ 10. Performance Evaluations. The employee will sign the performance evaluation acknowledging its receipt at the time the evaluation is given and/or reviewed with the employee. A space shall be provided on the employee's performance evaluation form for the employee to comment on his/her evaluation. If the employee wishes to comment in writing on the evaluation, he/she may either 1) complete the comment section on the evaluation at the time the evaluation is reviewed with the employee, or 2) within seven (7) calendar days after the evaluation is given submit his/her comments on a separate piece of paper to the supervisor who conducted the evaluation. Comments submitted pursuant to this procedure will be placed in the employee's personnel file. Only a performance evaluation on which an employee has received an overall rating of *not meeting job performance expectations* or lower can be grieved, and those grievances shall be brought to the third step (provided in Article 21, § 5, ¶4), but shall not be subject to Article 21, § 5, ¶5 (Union and Employer Grievances) or Article 21, § 6 (Arbitration). Performance evaluations with any other overall rating are not subject to Article 21, Grievance and Arbitration.

§ 11. Minimum Terms. This Agreement establishes only the minimum wage rates and ranges, other compensation, benefits and terms and conditions governing the

employment of employees covered hereunder. The Employer agrees that it will not enter into any contract with or employ any employee covered by this Agreement upon compensation, benefits or other terms and conditions less favorable to the employee than those set forth herein. The Union agrees that the Employer may otherwise unilaterally establish wage rates, wage ranges, other compensation, benefits and terms and conditions and that such unilaterally-set wage rates, wage ranges, other compensation, benefits and terms and conditions shall not be subject to Grievance or Arbitration pursuant to Article 21.

§ 12. Employee I.D. Badges. An employee who loses or misplaces his/her employee ID badge or requests a replacement shall be charged up to the replacement cost but not more than \$15.00 for such card. The Employer will not charge for a replacement employee ID badge if the Employer considers the ID badge being replaced to be worn or damaged. Nothing contained herein shall be construed to limit the right of the Employer to discipline an employee because of the misuse, loss, intentional destruction or unauthorized transfer of his/her ID badge.

ARTICLE 17. INSURANCE

§ 1. Health and Dental Insurance.

¶1. Available Plans. The Employer shall, in its sole discretion, determine who to administer and what group medical and dental plans to maintain or eliminate, modify or add, provided that the Employer makes available to employees covered by this Agreement the same group health and dental plans at the same time and under the same terms and conditions, and at the same cost to employees for

employee and dependent coverage, and with the same subsidies by the Employer for employee and dependent coverage, as the Employer offers to its unrepresented workforce. Unrepresented workforce is not intended to include the physician, executive, supervisory, or management workforce.

¶2. Employee Cost. Employees who desire to cover themselves or their dependent(s) in any group health or dental plan made available to them by the Employer for which the employee must contribute towards the cost of his/her coverage or that of a dependent or dependents shall authorize the Employer in writing to deduct the employee's share of the applicable premium(s) from the employee's paycheck. Such premiums shall be deducted by the Employer and remitted to the appropriate plan.

¶3. Initial and Continuing Eligibility.

(a) Waiting Period: Employees and their dependents are eligible for enrollment, subject to Article 17, § 1, ¶3(b), in the group health and group dental plans then made available by the Employer on the first calendar day of that month which immediately follows the completion of 30 days of employment.

(b) 80-Hour Work Requirement. The Employer's subsidy of the coverage cost of an employee and any of the employee's enrolled dependents shall be paid by the Employer in a particular month only if, during the preceding month, the employee worked and/or was paid for 80 hours or more, except for payments made pursuant to Article 15, § 1, ¶4(c). This 80-hour requirement is a prerequisite to initial enrollment of an employee and his/her dependents in any of group health or dental

plans made available by the Employer and may be satisfied during the calendar month immediately preceding the day of initial enrollment provided for in Article 17, § 1, ¶3(a).

¶4. Coverage Termination. Coverage for employees and their dependents shall terminate on the last day of the last month for which the Employer paid health insurance on behalf of the employee unless the employee continues his/her own and his/her dependent's coverage to the extent permissible under the applicable insurance plan.

¶5. No Medicare Duplication. The Employer shall not be required to provide or to pay for any plan made available pursuant to Article 17, § 1, ¶1 or any other agreement between the parties which would duplicate Medicare coverage.

§ 2. Flex Spending Account. The Employer shall make available to eligible employees covered by the Agreement and administer a Flex Spending Account plan for participating employees' eligible dependent care and medical and dental insurance costs. It is expressly understood and agreed that flex spending account plans are regulated by state and federal tax laws which may require modifications to the Employer's Flex Spending Account plan from time to time and, further, that the Employer retains the right to change the terms and conditions of its Flex Spending Account plan from time to time in accordance with changes the Employer institutes in connection with its participating employees (excluding management and supervisory employees) who are not covered by the Agreement.

§ 3. National Health Care. If, during the term of this Agreement, by the enactment of National Health Care legislation or any similar federal or state law or

regulation the Employer is required to pay, by payroll tax or otherwise, for any or all of the benefits provided an employee or the employee's dependents under Article 17, § 1 of this Agreement, the benefits to be provided under these sections shall be adjusted in order to avoid any duplication and the Employer's contributions shall be reduced accordingly.

§ 4. Life Insurance. The Employer shall provide, at its expense, \$30,000 of life insurance and \$10,000 for accident, dismemberment and disability for each employee covered by this Agreement who worked and/or was paid for 80 hours or more during the preceding calendar month.

§ 5. Long Term Disability Program. The Employer will make available to employees covered by this Agreement a long term disability program selected and paid for by the Employer under the same terms and conditions as the Employer offers to its unrepresented workforce (not including physician, executive, supervisory, or management workforce).

ARTICLE 18. RETIREMENT BENEFITS

§ 1. Coverage by the Employer's retirement plan, as amended, shall be extended to all employees covered by this Agreement, subject to the eligibility rules and other provisions of said plan.

§ 2. It is expressly understood and agreed that the intention of the Employer not to make adverse changes to the terms and provisions of said retirement plan from time to time is in no way abridged by the terms or provisions of this Agreement.

§ 3. It is the Employer's intent to provide to the employees covered by this Agreement an opportunity to participate, at their election and cost, in a tax- sheltered annuity.

ARTICLE 19. UNEMPLOYMENT INSURANCE

§ 1. Unemployment Insurance. Employees covered by this Agreement shall be covered by unemployment insurance, and the Employer agrees to pay the Employer's share of such insurance.

ARTICLE 20. PART-TIME AND OTHER CATEGORIES OF EMPLOYEES

§ 1. Part-time Employees.

¶1. Accrual of Benefits. Benefit part-time employees are regularly scheduled to work at least twenty hours per payroll period if they were hired before July 1, 1984 and are regularly scheduled to work at least forty hours per payroll period if they were hired on or after that date. Benefit part-time employees shall accrue vacation and sick leave benefits based upon the number of hours the employee works or is paid up to the maximum accrual for each such benefit provided for by this Agreement for full-time employees. Benefit part-time employees shall accrue holiday time and receive bereavement benefits, prorated, based upon the number of hours for which such employees are regularly scheduled to work, up to the maximum accrual for each such benefit provided for by this Agreement for full-time employees. It is not the intent of the Employer to employ and/or schedule part-time employees for the purpose of avoiding paying benefits to such employees.

¶2. Retirement. Part-time employees are covered by the retirement plan to the extent provided for in the "Retirement Plan for Employees of Cedars-Sinai Medical Center."

§ 2. Temporary Employees. A temporary employee is one who is hired, for a limited period of time not to exceed three months, or for the length of an absence of an employee who s/he is replacing, whichever is longer. If the employee is retained beyond such temporary period, s/he shall automatically become a regular employee with seniority and benefits accrued from the date of reclassification. He/she shall be required to serve a probationary period for the time specified in Article 7, § 2, less the amount of time served as a temporary employee in the job classification in which s/he is being retained.

§ 3. Casual Employees. A casual employee is one who works on an intermittent basis. If a casual employee is offered and accepts a permanent position, s/he shall become a regular probationary employee.

§ 4. Central Staffing Departments.

¶1. Employer Establishment. Central Staffing Departments shall be established by the Employer as it deems appropriate to which temporary/casual employees governed by this Article 20, § 4 shall be assigned.

¶2. Definition of Temporary/Casual Employee. A temporary/casual employee is one who is hired for an indefinite period of time to work on an intermittent basis. By way of example, a temporary/casual employee may be hired to cover a

variety of intermittent staffing needs such as absences, tardies, peak workloads, vacancies on a temporary basis, projects and unbudgeted positions. A temporary/casual employee can determine scheduling periods s/he will be available for work provided s/he meets the minimal requirements for work continuity established by the Employer.

¶3. Reclassification to Regular Employment (Non-LVN, Non-LPT). If a temporary/casual employee is offered and accepts a permanent position other than as a LVN or licensed psychiatric technician (LPT), s/he shall become a regular probationary employee and shall begin to accrue benefits from the date of that reclassification. Once such a reclassified employee has worked three months for full-time employees and six months for part-time employees, to which shall be added the number of shifts missed by the employee during that period, he shall be entitled to begin using the holiday, vacation and sick leave accrued to his/her credit, subject to the eligibility requirements in the relevant sections of this Agreement. S/he shall be credited with the number of hours worked in the prior twelve consecutive months preceding such reclassification for purposes of determining when s/he becomes eligible to begin using such holiday, vacation and sick leave. Additionally, those credited work hours shall be divided by 173.3 and that quotient shall be credited as months of continuous service for purposes of establishing the rate of vacation accrual under Article 13, § 1, ¶1.

¶4. Reclassification to Regular Employment for LVNs and LPTs. If a temporary/casual LVN or LPT is offered and accepts a permanent position as an LVN or LPT, s/he shall become a regular employee who is not required to serve the probationary period provided for by Article 7, § 2. S/he shall begin to accrue benefits

from the date of the reclassification. S/he immediately shall be entitled to begin using the holiday, vacation and sick leave as it is accrued, subject to the eligibility requirements in the relevant sections of this Agreement. The most recent date of hire as a temporary/casual LVN or LPT will be used for purposes of establishing the rate of vacation accrual under Article 13, § 1, ¶1. S/he shall become eligible for enrollment in health insurance and dental insurance under Article 17, §§ 1 and 2 on the first calendar day of that month which immediately follows the date of the reclassification, subject to the other terms of eligibility established by Article 17, §§ 1 and 2.

ARTICLE 21. GRIEVANCE AND ARBITRATION

§ 1. Definition of Grievance. For purposes of this Agreement, a grievance is defined as a dispute, claim or complaint involving the interpretation or application of any of the provisions of this Agreement, except any of those Articles and provisions that state that they are not subject to this Article.

§ 2. Time Limits.

¶1. Submittal and Initiation. A grievance must be submitted in Step One within ten working days of the occurrence upon which the grievance is based or within ten working days after the Union or the employee had notice or should have had knowledge of such occurrence, whichever is later. However, in no event may a grievance be initiated more than sixty working days after the occurrence of the event upon which it is based.

¶2. Waiver and Settlement. A grievance which is not brought or not brought forward within the time limits provided within each of the paragraphs of this Article shall be deemed to have been waived and settled, unless such time limit is expressly extended in writing by mutual agreement.

¶3. Failure to Bring, Advance, or Respond to Grievance. Failure of an employee, shop steward or business representative to bring a grievance or move it forward to the next step within the time limits established for each step shall constitute a waiver of the grievance. If the Employer fails to respond within the time limits established for a step, the employee, shop steward or business representative may, within the established time limits, advance the grievance to the next step.

¶4. Calculation of Time. For purposes of this Article, "working days" shall, in computing the time limitations set forth herein, be defined as all calendar days except Saturdays, Sundays, and holidays recognized under this Agreement.

¶5. Four Month Period. It is the intent of the Parties to proceed to arbitration within four (4) months following the conclusion of the third step level of the Grievance Procedure. Neither Party shall do anything to purposefully delay the proceedings. The Parties acknowledge, however, that the availability of the chosen arbitrator, the attorneys, witnesses, Party representatives, or other reasonable circumstances may require that the arbitration occur beyond the four (4) month period.

§ 3. Informal Problem Resolution. It is the mutual desire of the Employer and Union that employees and their supervisors discuss and resolve problems arising under

this Agreement informally and promptly. However, when such an informal approach is not satisfactory, grievances may be processed in accordance with this Article.

§ 4. Form of Grievance. Grievances shall be presented in each step in writing on a form for that purpose mutually agreed to by the Employer and Union. At each step, the form shall be dated and signed by the employee involved and the Union representative or Union steward and shall state the date of the occurrence giving rise to the grievance and the nature and section or sections of this Agreement which remain applicable to the grievance at the step in which it is being presented and the relief being sought in that step.

It is mutually agreed and understood that grievances will not be processed by the Employer without the timely submission of the specified grievance form by the Union at each step. Failure to proceed with the grievance in a timely manner as a result of the form not being submitted by the Union shall result in the grievance being waived, settled and dismissed pursuant to Article 21, § 2, ¶2.

§ 5. Review and Adjustment of Grievances.

¶1. Grievances shall be initiated at Step One except:

(a) Waiver of Step. The Union and the Director of Human Resources or designee may, by mutual written agreement, waive review of a grievance at Step One and Step Two in cases in which the Employer's grievance handler is without authority to resolve the grievance.

(b) Disciplinary Suspension or Discharge. Any grievance for a disciplinary suspension or a discharge shall initially be submitted at Step Three in the manner herein described within ten working days of the employee's disciplinary suspension or discharge.

(c) Initiation-at-Steps Provided By Agreement. Alleged violations of Article 10, § 7 (1 or 2) (job classification changes), Article 14, § 4, ¶5 (proof of illness for sick leave), Article 15, § 2, ¶7(c) (mandatory medical leave) and Article 15, § 2, ¶8(d) (proof of illness for medical leave) shall be initiated at the step established by those sections of the Agreement.

¶2. Step One. An employee, an employee's shop steward or both shall initiate a grievance by presenting it to the immediate supervisor on the appropriate form within the time limits established in Article 21, § 2, ¶1 above.

A meeting shall be held between the employee and the immediate supervisor and, at the employee's request, the shop steward. The immediate supervisor shall have ten working days after receipt of the written grievance in which to review the grievance, hold meeting(s), provide a written response to the employee, and dispatch a notice addressed to a steward, if any, whose name, department and work unit are legibly provided on the grievance form that a grievance response is available for the steward in the Human Resources Department. The notice to the steward shall be dispatched on the day the written response is provided to the employee.

¶3. Step Two. In order for a grievance to be considered further, a written request Step Two consideration shall be submitted on the grievance form by the

employee and the Union steward or Union representative, to the department head or designee within ten working days after receipt of the Step One response by the employee or on which the Step One response was due, whichever is earlier.

A meeting shall be held between the department head or his/her designee and the employee and his/her shop steward and, at the department head's request, the immediate supervisor. At the department head's request, and only with prior approval of the Union, a Human Resources representative may also be present at that meeting. The department head or designee shall have fifteen working days after receipt of the written Step Two grievance in which to review the grievance, hold meeting(s), provide a written response to the employee, and dispatch a notice addressed to a steward, if any, whose name, department and work unit are legibly provided on the grievance form that a grievance response is available for the steward in the Human Resources Department. The notice to the steward shall be dispatched on the day the written response is provided to the employee.

¶4. Step Three. In order for a grievance to be considered further, a written request for a Step Three grievance meeting shall be filed with the Director of Human Resources or designee within ten working days after receipt of the Step Two response by the employee or within ten working days after the response was due, whichever is earlier. A meeting shall be scheduled within no more than fifteen working days after receipt of the Step Three grievance request. The meeting shall be attended by no more than two designated representatives of the Union and of the Employer; however, the employee and a human resources representative shall also be entitled to

be present at the meeting. The Employer shall provide the Union with a written disposition of the grievance within fifteen working days after the meeting.

¶5. Use of Working Time for Attending Grievance Meetings. Stewards must seek advance permission from supervision to attend any grievance meeting during the steward's scheduled working time, which shall be in the sole discretion of supervision to grant or deny. A steward who has been granted permission by supervision to attend a grievance meeting during the steward's scheduled working time shall be entitled to pay for such attendance up to the scheduled end of the steward's shift, provided, however, that time spent in any such grievance meeting that is not within the scheduled working time of the steward shall not be considered working time for any purpose and shall not be compensated.

¶6. Union and Employer Grievances. Grievances initiated by the Employer or by the Union may be filed within fifteen working days of the occurrence of the event giving rise to the grievance or within fifteen working days after the initiating party had notice or should have had knowledge of such occurrence, whichever is later. In no event may a grievance be initiated more than sixty working days after the occurrence of the event on which it is based. Such a grievance may be initiated by the Union and by the Employer in Step Three. In such event, the other party shall give its written response to such grievance within ten working days after the conclusion of such meeting.

¶7. Grievance Hearing. It is mutually agreed and understood that the purpose of the grievance hearing is for the Employer and the Union to present their

respective positions and rationale and to exchange documentary and other information. It is further understood that the grievance hearing is intended to be an informal fact-gathering proceeding. The Employer shall designate a chairperson to facilitate the grievance hearing.

Reasonable information requests may be made by either party prior to the grievance hearing and good faith efforts will be made to respond. However, grievance meetings will not be delayed or postponed because certain information was not provided. If either party feels that an additional third step meeting, after receipt of additional information, may aid in resolution of the grievance, such a meeting may be held. The additional third step meeting will not be an impediment to Arbitration.

§ 6. Arbitration.

¶1. Arbitrability Requirements. In order for a grievance to be arbitrable, it must meet the following requirements:

- (a) It must have been properly and timely processed through the grievance and arbitration procedures.
- (b) The issue must involve the interpretation or application of a provision or provisions of this Agreement which shall be specified in the grievance, which provision or provisions are not excluded from the coverage of this Article.
- (c) It must not rest on any alleged custom, understanding, practice, or other matter outside the scope of this Agreement.

(d) It must not require an arbitrator, in order to rule in favor of the grievance, to exceed the scope of his/her jurisdiction under this Agreement.

¶2. Requesting Arbitration. The Union or the Employer may seek arbitration of an arbitrable issue by proceeding as follows:

(a) Within ten working days from the date of the answer in the final step of the grievance procedure, or if no answer is given, within ten working days from the date on which such answer should have been given, the party seeking to go forward shall notify the other party in writing of its desire to arbitrate.

(b) Within five working days after receipt of the written demand for arbitration, the parties shall select an impartial arbitrator and, if they are unable to agree upon his/her selection, the Employer and the Union shall each alternately strike one name from the following list of arbitrators until six names have been eliminated and the person whose name remains shall be the selected impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list. The list of arbitrators are:

Sarah Adler;

Walter Doherty;

Thomas Angelo;

Michael Rappaport; and

Charles Askin;

William S. Rule

Howard Block;

¶3. Arbitration Hearing. The arbitrator shall hear the submitted grievance as expeditiously as possible, and shall render an award in writing within thirty days after conclusion of the last hearing or submission of the briefs, whichever is later.

¶4. Arbitrator's Jurisdiction. The arbitrator's jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring any of the provisions of this Agreement, nor shall s/he have jurisdiction to determine that the parties by practice, custom, or implication have amended or supplemented this Agreement (although the arbitrator may consider custom or practice in interpreting an ambiguous provision or term of this Agreement), nor to review or make an award with respect to any right, power, or authority reserved by either party. The arbitrator shall have no jurisdiction to substitute his/her discretion or opinion for the discretion or opinion of either party, where such discretion or opinion has been reserved by a provision of this Agreement. An award of the arbitrator, made in accordance with this Article 21, § 6, shall be final and binding.

¶5. Arbitration Expenses. The fees and expenses of the arbitrator and the costs of a hearing room, court reporter, and original transcript shall be borne jointly by the parties. All other expenses shall be borne by the party incurring the same.

ARTICLE 22. PHYSICAL EXAMINATIONS

§ 1. Required Examinations.

¶1. Pre-Employment and Annual Physical Exams. The Employer shall require a pre-employment physical examination and an annual follow-up physical examination of each employee at the Employer's expense. The annual follow-up physical examination shall be performed on hospital time. If such physical examination is not conducted during the employee's scheduled shift, the employee will be compensated for the time the physical examination takes, provided that such time shall not be deemed to be hours worked for any purpose.

¶2. Results of Examination. Continued employment shall be subject to satisfactory results of physical, mental or other medical examinations, as directed by the Employer and at the Employer's expense, to determine the employee's ability to perform satisfactorily and safely his/her current duties. An employee shall sign the necessary documents for such examinations to be conducted and for the release of medical information derived from such examinations to the Employer's physician or other health care professional and the medical conclusions from such examinations relevant to employment decisions about that employee are the only information which shall be released to the appropriate management, where necessary, and otherwise the information shall be kept strictly confidential except in any grievance, arbitration or other proceeding in which any party places in issue proof of the medical information. This subsection shall not affect the provisions of Article 15, § 2, ¶5(a).

§ 2. Emergency Treatment. Emergency treatment will be provided by the Employer at its expense in the case of an accident on the job.

ARTICLE 23. PAYROLL CORRECTION AND INQUIRIES

§ 1. Corrections. If any employee claims an error in excess of \$10.00 on a payroll check, the Employer shall issue a manual check for the deficiency or advise the employee that it disagrees that an error exists within five working days (excluding weekends and holidays), except if impracticable due to unavoidable circumstances, after the claimed error has been brought to the Employer's attention. If such error is \$10.00 or less, it shall be corrected on the employee's next regular payroll check issued following verification of the error. If any employee claims an error on a paycheck, the employee shall submit a Payroll Inquiry form to the Payroll Department, signed by the employee's manager or designee. If there is no dispute that the amount is owing, the Payroll Department will correct the error as follows: a) if the error is the result of the employee failing to correctly record his/her time, or fill out a Payroll Adjustment Form, the error will be corrected on the next payroll check; b) if the error is the result of any other cause, the error will be corrected within three (3) business days.

§ 2. Payroll Inquiries. An employee who has a payroll inquiry is encouraged to submit it no later than sixty calendar days after the official payday for the paycheck about which the employee is making the inquiry. In no event will a payroll adjustment be made if the inquiry is made more than three (3) years after the issuance of the pay check or outside of the applicable California statute of limitations, whichever is greater.

ARTICLE 24. IMPACT OF RELEVANT LAWS AND REGULATIONS

§ 1. All provisions of this Agreement are subject to any applicable laws and regulations, such as, but not limited to, Title 22 and any energy conservation measures.

§ 2. All cost increases provided for herein shall be subject to all relevant federal and state wage and price control regulations. Insofar as any such cost increase or any combination thereof may, at the time of implementation provided for herein, exceed the amount of increases allowed under such laws or regulations, the Employer and the Union shall jointly petition for approval or acceptance of such increase or increases by the appropriate agency or agencies. In any event, any such cost increases which are within authorized limits at the scheduled time of implementation shall be implemented as provided for in this Agreement.

ARTICLE 25. SAVINGS CLAUSE

Should any provision of this Collective Bargaining Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, including but not limited to all prior "side letters" between the

Employer and the Union, or the Employer and any of the covered employees, and expresses all obligations of and restrictions imposed on the Employer and the Union.

ARTICLE 27. AMENDMENTS, ADDITIONS AND WAIVERS

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

ARTICLE 28. WRITTEN NOTICES

§ 1. Whenever written notices are required herein, they shall be given to the addresses noted following the signatures on this Agreement, or to such other address as either party may hereafter designate by written notice.

§ 2. Any written notice given by mail, facsimile, electronic mail or overnight courier shall be deemed to have been received on the following day, excluding Saturdays, Sundays, and holidays.

§ 3. Any written notice by the Employer to an employee shall be deemed to have been received if sent to the last address provided in writing by the employee to the Employer, provided the Employer has evidence of the sending of such notice.

ARTICLE 29. EFFECT OF NEGOTIATIONS

Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this Agreement, which proposal was not incorporated therein, shall be used in the construction of this Agreement.

ARTICLE 30. GENDER REFERENCES

As used in this Agreement, all references to gender, such as references to "he," "him," "his", "she", "hers", "s/he", "his/her" and references to "they," "them," and "theirs," shall apply equally to both sexes.

ARTICLE 31. SUCCESSORS AND ASSIGNS

If the Employer's assets are sold to another corporation, proprietorship, partnership or individuals, and it is legally recognized as a successor to this Employer, this Agreement shall be binding upon the Union or the successor of this Union if the successor corporation, proprietorship, partnership or individuals who purchases the assets consents to be bound by this Agreement. If the successor corporation, proprietorship, partnership or individuals does not consent to be bound, neither the Union nor its successor or the new employer shall be bound by the terms of the Agreement.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be in effect from April 1, 2004 to and including midnight on March 31, 2007.

UNION:

EMPLOYER

HEALTH CARE
EMPLOYEES UNION, Local 399
SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, CLC
5480 Ferguson Drive
Los Angeles, California 90022

CEDARS-SINAI MEDICAL CENTER
8700 Beverly Boulevard
Los Angeles, California 90048

By: Margalo Segura
Title: Union Negotiator
Dated 12/21, 2004

By: [Signature]
Title: Sr. Vice President Human Resources
Dated 1/19/05, 2004

Joaquin Calderon

Ann Ingram #494

[Signature] SERGIO RAMIREZ

Ramon Mojica

Riana Hufferdutt

[Signature]

Blanchel Roberts Jr.

[Signature]

[Signature]

[Signature]

Curtis Thomas

[Signature]

Curtis Harris

[Signature]

[Signature]

[Signature]
[Signature]
[Signature]

APPENDIX A

EXEMPT	JOB CODE	JOB TITLE	SALARY SCHEDULE	SALARY GRADE	GRADE MINIMUM	GRADE MIDPOINT	GRADE MAXIMUM
N	06500	Central Processing Asst	Union	02U	8.78	10.97	13.17
N	06100	Environmental Svcs Tech	Union	03U	9.22	11.52	13.83
N	06710	Food Svc Tech	Union	03U	9.22	11.52	13.83
N	06720	Steward/Stewardess	Union	03U	9.22	11.52	13.83
N	06110	Environmental Svcs Group Leader	Union	04U	9.68	12.10	14.52
N	06160	Resources Assistant	Union	05U	10.16	12.70	15.24
N	06410	Logistics Tech	Union	05U	10.16	12.70	15.24
N	06410-12	Logistics Tech - 12 Hr	Union	05U	8.71	10.89	13.08
N	06440	Storekeeper	Union	05U	10.16	12.70	15.24
N	06510	Central Processing Tech I	Union	05U	10.16	12.70	15.24
N	05010	Telecomm Operator II	Union	06U	10.67	13.34	16.00
N	06730	Special Svcs Host/Hostess	Union	06U	10.67	13.34	16.00
N	06760	Cook	Union	06U	10.67	13.34	16.00
N	06520	Central Processing Tech II	Union	07U	11.20	14.00	16.80
N	09200	Mental Health Worker	Union	07U	11.20	14.00	16.80
N	06450	Receiving Clerk	Union	08U	11.76	14.70	17.65
N	06470	Dispatch Operator	Union	08U	11.76	14.70	17.65
N	06740	Steward/Stewardess Captain	Union	08U	11.76	14.70	17.65
N	06770	First Cook	Union	08U	11.76	14.70	17.65
N	10000	Nrsg Communications Tech	Union	08U	11.76	14.70	17.65
N	10000-12	Nrsg Communications Tech -12Hr	Union	08U	10.08	12.60	15.13
N	06530	Central Processing Tech III	Union	09U	12.35	15.44	18.53
N	10040	Clinical Partner	Union	09U	12.35	15.44	18.53
N	10040-12	Clinical Partner - 12 Hr	Union	09U	10.59	13.23	15.88

EXEMPT	JOB CODE	JOB TITLE	SALARY SCHEDULE	SALARY GRADE	GRADE MINIMUM	GRADE MIDPOINT	GRADE MAXIMUM
N	06460	Inventory Control Specialist	Union	10U	12.97	16.21	19.45
N	06480	Driver/Receiving Clerk	Union	10U	12.97	16.21	19.45
N	10010	Surgical Tech I	Union	11U	13.62	17.02	20.43
N	10010-12	Surgical Tech I - 12 Hr	Union	11U	11.67	14.59	17.51
N	10120	LVN II	Union	13U	15.02	18.78	22.53
N	10120-12	LVN II - 12 Hr	Union	13U	12.87	16.10	19.31
N	06220	Craftworker	Union	14U	15.77	19.71	23.66
N	10020	Surgical Tech II	Union	14U	15.77	19.71	23.66
N	10020-12	Surgical Tech II - 12 Hr	Union	14U	13.52	16.89	20.28
N	06230	Senior Craftworker	Union	15U	16.56	20.70	24.84
N	10060	Senior Orthopedics Tech	Union	15U	16.56	20.70	24.84
N	06240	Lead Craftworker	Union	16U	17.39	21.74	26.09
N	10030	Surgical Tech III	Union	16U	17.39	21.74	26.09
N	10030-12	Surgical Tech III - 12 Hr	Union	16U	14.90	18.63	22.36
N	06245	Craft Specialist	Union	20U	21.14	26.43	31.71
N	06250	Stationary Engineer	Union	20U	21.14	26.43	31.71
N	06246	Lead Craft Specialist	Union	21U	22.20	27.75	33.30

Side-Letters

SIDE LETTER # 1 (JOB SECURITY)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

The Employer and Union acknowledge the concern of employees about the security of their jobs and that layoffs be minimized or avoided. The Employer and Union also acknowledge that circumstances arise in which layoffs cannot be avoided.

In accordance with these principles, the Employer hereby indicates its intention to continue to consider alternatives to and ways to minimize layoffs as practicable in the circumstances, of which attrition, job reassignment, and retraining serve as examples. The Employer also indicates its intention to continue to encourage employees who may otherwise be laid off to apply for vacant positions within the Employer for which they are qualified and to continue to give serious consideration to their applications. The Employer and Union concur that the mutually agreed upon steward labor management meetings and the communication mechanisms envisioned by the Facilitation of Communications Side letter will contribute to the constructive flow of information about these matters.

The Employer and Union understand and agree that this Side Letter is not subject to Article 21, Grievance and Arbitration; provided however, that the prior phrase shall not prevent the Employer, the Union or an Employee from pursuing an otherwise grievable issue pursuant to Article 21.

DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: _____

Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: _____

Title: Union Negotiator

SIDE LETTER # 2 (MANDATORY OVERTIME – PSYCHIATRY/MENTAL HEALTH)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement (“Agreement”) between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

The Department of Psychiatry and Mental Health (“Department”) will use its best efforts to avoid the mandatory assignment of overtime by first asking for volunteers, using pool employees and registry. When mandatory overtime is used, the Department will attempt to rotate such overtime assignments among Departmental personnel.

DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: 
Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: 
Title: Union Negotiator

SIDE LETTER # 3 (RETIREMENT PLAN)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

This will confirm that the Employer does not intend to make any adverse changes to the retirement plan during the term of this Agreement.

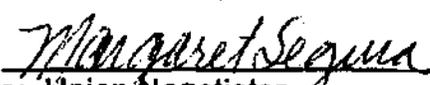
DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: 
Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: 
Title: Union Negotiator

SIDE LETTER # 4 (FACILITATION OF COMMUNICATION)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

The Employer values employee input on a wide range of topics which concern them, such as improvements to systems in their work and work areas, facilitating effective coordination of responsibilities and communication within and between work units and departments, improvements in services to others at the Medical Center and to patients and other customers, supporting and facilitating change, and identifying concerns and solutions to them about these types of matters. The Employer also understands that employees wish to have opportunities to provide input into and have access to information about these types of matters.

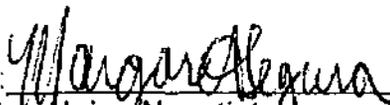
The Employer will strive to, has the right to and may include bargaining unit employees in communication systems it uses to facilitate such exchanges of information, ideas, concerns and recommendations (such as, task forces, ad hoc committees, staff meetings, department or unit committees, forums and surveys) on subjects that concern them and will be open to suggestions from employees about receiving input on subjects they indicate are of concern.

By way of example, the Chief Nursing Officer or designee will meet quarterly with bargaining unit personnel assigned to nursing units (such as LVN's, NCT's, clinical partners, surgical technicians, mental health workers, logistic technicians). The purpose of the meetings will be to obtain the input of and provide information to these employees on their work, patient care needs and other related subjects. The stewards in nursing classifications will work with the CNO or her designee to create the agenda and provide information, as they feel appropriate, in connection with the upcoming meeting. The CNO will consider the recommendations, input, and concerns expressed during the quarterly meetings.

The Employer and Union understand and agree that this Side Letter is not subject to Article 21, Grievance and Arbitration; provided however, that the prior phrase shall not prevent the Employer, the Union, or an Employee from pursuing an otherwise grievable issue pursuant to Article 21.

DATED: April 1, 2004
HEALTH CARE EMPLOYEES UNION
LOCAL 399, SEIU, AFL-CIO, CLC

DATED: April 1, 2004
CEDARS-SINAI MEDICAL CENTER

By: 
Title: Union Negotiator

By: 
Title: Sr. Vice President Human Resources

SIDE LETTER # 5 (SUBCONTRACTING)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

In response to concerns expressed by employees about the security of their jobs, the Medical Center agrees as follows:

During the term of this Agreement, the Medical Center will not lay off incumbent Environmental Services Technicians and Food Service Workers (including all classifications which follow their benchmark jobs as of the effective date of this Agreement) in order to subcontract their jobs to an outside company.

DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: 

Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: 

Title: Union Negotiator

SIDE LETTER # 6 (LVN OPPORTUNITIES)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

The parties recognize the skills and contributions of the Licensed Vocational Nurses (LVNs) at the Medical Center, and their personal desire to work within the full scope of their licensure. Any employee who, prior to July 1, 1999, has been involuntarily transferred from an LVN II position to another position in the bargaining unit shall be entitled to the following privileges while they are employed outside of the LVN II classification during the term of this Agreement:

1. Such employee shall be personally notified, in a letter sent to his/her home address, of each posted LVN II vacancy at the Medical Center. Such a notice will contain the nursing unit on which the vacancy exists, and a copy will be sent to the Union Representative;

2. Such employee shall be entitled to preference of employment over non-bargaining unit members as provided in Article 7, Section 8, Paragraph 3;

3. Such employee shall be entitled to participate in programs at the Medical Center to maintain his or her LVN licensure. Such employee may participate in these programs on his or her own time, at no cost to him or her.

DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: _____

Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: _____

Title: Union Negotiator

SIDE LETTER # 7 (COLLECTIVE BARGAINING AGREEMENT TO NEW HIRES)

This Side-Letter is entered into concurrently with and incorporated by this reference in the 2004 Collective Bargaining Agreement ("Agreement") between Cedars-Sinai Medical Center and Healthcare Employees Union, Local 399, SEIU, AFL-CIO, CLC.

For the term of this Agreement, the Employer will make a good faith effort to distribute a copy of the collective bargaining agreement to newly hired bargaining unit employees who come to the Employer's Personnel Records office to complete new hire paperwork. The Employer shall have no responsibility for maintaining a record of the people to whom the Agreements have been distributed or for distributing any replacement copies. On a monthly basis, the Union shall furnish the Employer a sufficient number of copies of the Agreement without charge to meet monthly needs.

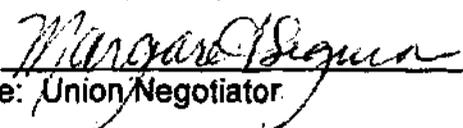
DATED: April 1, 2004

CEDARS-SINAI MEDICAL CENTER

By: 
Title: Sr. Vice President Human Resources

DATED: April 1, 2004

HEALTH CARE EMPLOYEES UNION,
LOCAL 399, SEIU, AFL-CIO, CLC

By: 
Title: Union Negotiator

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