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Attorneys for PLAINTIFF
KYLE FRENCHER, on behalf of herself
and others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

KYLE FRENCHER, on behalf of herself and
others similarly situated.

PLAINTIFF,

vs.

PACIFICA OF THE VALLEY
CORPORATION dba PACIFICA HOSPITAL
OF THE VALLEY; and DOES 1 to 100,
Inclusive.

DEFENDANTS.

Case No.: BC559056

Assigned for all Purposes to the Hon. Elihu M.
Berle, Dept. 323

CLASS ACTION

**SECOND DECLARATION OF JOSEPH
LAVI IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION;
EXHIBITS 51-55**

Date: January 13, 2016
Time: 9:00 a.m.
Dept.: 323

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

DEC 15 2016

Sherri R. Carter, Executive Officer/Clerk
By Veronica Hillard, Deputy

SECOND DECLARATION OF JOSEPH LAVI

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I, Joseph Lavi, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am a partner with the law firm Lavi & Ebrahimian, LLP, and am lead counsel for Plaintiff Kyle Frencher ("Plaintiff") in this action. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the bar of the State of California, the U.S. District Courts in California, Ninth Circuit Court of Appeals, and U.S. Supreme Court.

2. This second declaration is submitted in support of Plaintiff's Reply to the Opposition to the Motion for Class Certification.

3. Attached hereto as Exhibit 51 is a true and correct copy of excerpts of the deposition transcript of Patty Guebara (hereinafter referred to as "Guebara"), Defendant's Person Most Knowledgeable.

4. Attached hereto as Exhibit 52 is a true and correct copy of excerpts of the deposition transcript of Susan Standley (hereinafter referred to as "Standley"), Defendant's Person Most Knowledgeable.

5. Attached hereto as Exhibit 53 is a true and correct copy of the Collective Bargaining Agreement in place from June 1, 2010 and June 1, 2013 covering registered nurses which Defendant produced in discovery Defendant and authenticated by Guebara at Guebara 45:8-21.

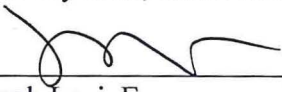
6. Attached hereto as Exhibit 54 is a true and correct copy of the Collective Bargaining Agreement bates numbered Pacifica 2723 through 2798 in place from June 1, 2010 to June 1, 2013 covering hospital employees other than registered nurses and authenticated by Standley at Standley 60:5-19.

7. Attached hereto as Exhibit 55 is a true and correct copy of the Collective Bargaining Agreement bates numbered Pacifica 2799 through 2859 in place from June 1, 2013 to June 1, 2016 covering hospital employees other than registered nurses and authenticated by Standley at Standley 60:20-23.

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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed this 14th day of December 2016, at Beverly Hills, California.



Joseph Lavi, Esq.

EXHIBIT 51

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)

Plaintiff,)

vs.)

Case No. BC559056

PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)

Defendants.)

_____)

DEPOSITION OF PATTY GUEBARA

Beverly Hills, California

Tuesday, June 14, 2016

Reported by: Nancy Kramer
CSR No. 8756
NDS Job No.: 183381

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)
)
Plaintiff,)
)
vs.)
)
PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)
)
Defendants.)
_____)

Case No. BC559056

DEPOSITION OF PATTY GUEBARA,
taken on behalf of the Plaintiff, at 8889 West
Olympic Boulevard, Suite 200, Beverly Hills,
California, commencing at 12:49 p.m. and ending
at 4:01 p.m., on Tuesday, June 14, 2016, before
Nancy Kramer, CSR No. 8756, pursuant to Notice.

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APPEARANCES:

For the Plaintiff:

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For the Defendants:

FOLEY & LARDNER, LLP
BY: ARCHANA R. ACHARYA, ESQ.
555 South Flower Street
Suite 3500
Los Angeles, California 90071
(213)972-4500

Also Present:

SUSAN STANDLEY

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INDEX

WITNESS

PATTY GUEBARA

EXAMINATION

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BY MR. LAVI	6, 84, 94, 100, 103
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BY MS. ACHARYA	77, 92, 99, 102
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EXHIBITS

MARKED

DESCRIPTION

PAGE

Exhibit 1	Plaintiff Kyle Frencher's Notice of Deposition of Defendant Pacifica of the Valley Corporation Person Most Knowledgeable	13
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Exhibit 2	Employee Handbook from Pacifica, (Bates stamped Pacifica 1 through Pacifica 20)	19
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Exhibit 3	Pacifica's Employee Handbook, (Bates stamped Pacifica 21 through Pacifica 37)	39
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Exhibit 4	Pacifica Employee Handbook, (Bates stamped Pacifica 38 through Pacifica 72)	41
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Exhibit 5	Document, (Bates stamped Pacifica 73 through Pacifica 94)	44
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Exhibit 6	Document entitled SEIU 121RN, Agreement between Service Employees International Union Local 121RN, CTW, CLC and Pacifica Hospital of the Valley effective June 1, 2010 through June 1, 2013	45
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EXHIBITS (CONTINUED)

MARKED	DESCRIPTION	PAGE
Exhibit 7	Document entitled Pacifica Hospital of the Valley 12 Hours Shift Lunch Waiver Form	53
Exhibit 8	Document entitled Pacifica Hospital of the Valley 12 Hours Shift Lunch Waiver Form	54
Exhibit 9	Document entitled Pacifica Hospital of the Valley Punch Variance Form, (Bates stamped Pacifica 2722)	75

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BEVERLY HILLS, CALIFORNIA;

TUESDAY, JUNE 14, 2016; 12:49 P.M.

PATTY GUEBARA,

having been first duly sworn, was
examined and testified as follows:

EXAMINATION

BY MR. LAVI:

Q Good afternoon.

A Good afternoon.

Q Could you please state and spell your name for
the record.

A Patty Guebara, G-U-E-B-A-R-A.

Q Ms. Guebara, have you ever had your deposition
taken before?

A Yes.

Q On how many separate occasions?

A Three.

Q When was the last time that you had your
deposition taken?

A About a year ago.

Q Was that in a personal matter or due to your
work?

1 Q Also, all my questions are limited to
2 non-exempt employees that worked for Pacifica since
3 September 2010 to present. Okay?

4 A Okay.

5 Q And do you understand what non-exempt employee
6 means?

7 A Yes.

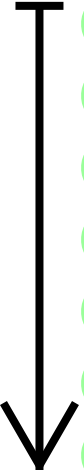
8 Q What is your understanding as to non-exempt
9 employees?

10 A Nonsalaried employees.

11 Q Perfect. I'm going to mark this as Exhibit
12 No. 2. And for identification, it's an Employee
13 Handbook Bates stamped Pacifica 1 through Pacifica 20.

14 (The document referred to herein was
15 marked by the CSR as Plaintiff's Exhibit 2
16 for identification and attached hereto and
17 made part of this deposition.)

18 BY MR. LAVI:



19 Q Ms. Guebara, could you please take a look at
20 Exhibit No. 2 and tell me if you have seen this document
21 before or not.

22 A Yes.

23 Q What is Exhibit No. 2?

24 A It's our employee handbook.

25 Q Do you know for what year?

1 A I believe this is one of our more current
2 handbooks, so I'm going to estimate anytime after 2010.

3 Q Okay. All right. And this employee handbook
4 applied to all non-exempt employees that were employed
5 at Pacifica since 2010, correct?

6 A Yes.

7 Q Could you please turn to Pacifica No. 6 -- or
8 Pacifica 6, I should say.

9 A Okay.

10 Q One of the subparts on Page 6 has to do with
11 rest periods. Do you see that?

12 A Yes.

13 Q Could you please read that policy into the
14 record?

15 A I need to get my glasses.

16 MS. STANDLEY: Did you bring them?

17 THE WITNESS: I don't know. I'll just try to
18 do it without them. Actually, I think I can just do it
19 without them.

20 "You are provided a 15-minute rest period for
21 each four hours of working time. When your total daily
22 work time is less than three and one-half hours, you are
23 not eligible for a rest period. Meals and rest periods
24 should not be combined. Your supervisor will arrange
25 the times that you -- the times for your particular rest

1 A No. And again, I cannot confirm that it is in
2 UHW's CBA. I can guarantee it's in the RN's CBA.

3 Q When you say RN, I understand that there are
4 other employees other than RNs, right?

5 A Yes.

6 Q Do the other category of employees, other than
7 the RNs, have the human resources' binder at their
8 workstation or work areas?

9 A Every department does.

10 Q It's the same policy that is copied and placed
11 in the HR binder, right?

12 A Yes.

13 Q So regardless of the department and regardless
14 of the title and regardless of the position, the binders
15 contain the exact same identical policies and
16 procedures, correct?

17 A That's correct.

18 Q When was the last time that you reviewed the HR
19 binder?

20 A I'm reviewing the HR binder now.

21 Q Now, meaning?

22 A Now, since March to current.

23 Q Because of changes being made to it or for
24 different reasons?

25 A We update them every few years --

1 aren't scheduled by the supervisors or managers or the
2 charge nurses, correct?

3 MS. ACHARYA: Objection. Lacks foundation,
4 assumes facts.

5 BY MR. LAVI:

6 Q You can answer.

7 A Are scheduled by charge nurses.

8 Q Since 2010 to present, have you ever had any
9 meetings with any charge nurses where you describe to
10 them what the policies and procedures are as to meal
11 breaks?

12 A I can't say -- I'm going to say no.

13 Q Since September 2010 to present, have you ever
14 trained any of the charge nurses as to meal and rest
15 break policies and procedures?

16 A Meal breaks have come up in our labor
17 management meetings that we have monthly with the
18 unions. That has been brought up. And we have
19 empowered the charge nurses to arrange for employees to
20 schedule their breaks and meal periods.

21 Q But you haven't trained any charge nurses on
22 meal break policies, correct?

23 A That's correct.

24 Q You haven't trained any charge nurses with
25 regard to rest period policies, correct?

I 1 A No. Most charge nurses, however, are union
2 stewards.

3 Q I understand that, but right now I'm only
4 concentrating on things that you have done.

5 A I understand, but I feel that in order to get
6 the entire picture, you need to understand that the
7 charge RNs are part of the bargaining. They know the
8 contract. They know how these -- how everyone's meal
9 periods and rest periods are done. So I think that's a
10 big factor.

11 Q I'm going to get to this, but I have to do this
12 step by step.

13 A Okay.

14 Q So going back to my question. You have never
15 trained any charge nurses on rest break policies,
16 correct?

17 A Correct.

18 Q Human resources department for Pacifica has
19 never trained any charge nurses as to meal breaks
20 policies, correct?

21 A Correct.

22 Q Pacifica's human resources department since
23 September 2010 has not trained any charge nurses as to
24 third rest breaks, correct?

25 A Correct.

1 A No.

2 Q Is there a different union agreement?

3 A For the RNs, yes.

4 MR. LAVI: These are the only unions that we
5 have been provided, Counsel. Do you know if there are
6 any other union agreements?

7 MS. ACHARYA: I can double check, but I don't
8 know.

9 THE WITNESS: There's a SEIU of UHW, and then
10 there's SEIU 121RN.

11 MS. ACHARYA: I do believe we have given you
12 the 121RN.

13 MR. LAVI: These are the only ones that we
14 have, but I'll check again. Let's go off the record.

15 (Whereupon a discussion was held off the record.)

16 MR. LAVI: Back on the record.

17 Q Let me just make sure. Do you know if the
18 union agreement, the one that potentially covers RNs, if
19 that has been in place since 2010, does that cover
20 preceding 2010 to present or does it cover a different
21 period?

22 A It covers 2010 to present.

23 MR. LAVI: Well, then, I guess we will just
24 wait to get the email from your office.

25 Q We talked about orientation, and you said

1 A Yes.

2 Q What is Exhibit No. 3?

3 A It's our employee handbook.

4 Q Do you know what year or years this employee
5 handbook covers?

6 If you look at the lower-left corner, there is
7 a "2012." Does that mean anything?

8 A It probably means it was revised in 2012.

9 Q And this was also given to the non-exempt
10 employees, correct?

11 A Yes.

12 Q And this applies to all non-exempt employees,
13 correct?

14 A Yes.

15 Q If you turn to Pacifica 25. Rather than having
16 you read the policy and procedure, is it fair to say
17 that it is the exact same rest period policy that we
18 discussed earlier?

19 A Yes.

20 Q And is it also fair to say that the meal break
21 policy is the exact same policy as we discussed earlier
22 with regards to the other employee handbook?

23 A Yes.

24 Q And is it fair to say that your responses to
25 those questions remain the same because it is the same

1 marked by the CSR as Plaintiff's Exhibit 6
2 for identification and attached hereto and
3 made part of this deposition.)

4 BY MR. LAVI:

5 Q Ms. Guebara, Exhibit No. 6. Do you know what
6 Exhibit No. 6 is?

7 A Yes.

8 Q What is Exhibit No. 6?

9 A It's the collective bargaining for 121RN.

10 Q And this is the CBA agreement that covers RNs,
11 correct?

12 A That's correct.

13 Q Is it RNs only, or is it also LVNs, CNAs that
14 are covered under this CBA?

15 A This CBA is only RN.

16 Q And the CBA in front of you, that covers the
17 period of June 2010 through June 2013, correct?

18 A Yes.

19 Q Is there a CBA that covers June 2013 to
20 present?

21 A No.

22 Q Now, I believe you stated that the CBA that was
23 marked as Exhibit No. 6 covers meal and rest breaks.

24 A Yes.

25 Q Could you please turn to the section that

1 covers meal and rest breaks.

2 A Okay.

3 Q What page is that?

4 A Page 32.

5 Q If you look at Page 32, under Section 3, "Rest
6 Periods and Meals." Do you see that?

7 A Yes.

8 Q Could you read into the record what it says.

9 A Yes. "Each nurse shall receive a 15 minute
10 rest period for each four hours worked. Nurses shall
11 receive a one-half hour meal period for each eight hours
12 worked."

13 Q So let's concentrate on the rest period, which
14 is the first sentence in that section.

15 So basically this is the same policy, that
16 employees are entitled to a 15-minute rest period for
17 every four hours worked, right?

18 A Yes.

19 Q So in order for an employee to receive a third
20 rest break, the employee has to work at least 12 hours,
21 correct?

22 A Yes.

23 Q And it continues by saying that -- for the meal
24 break, that the nurses shall receive a 30-minute meal
25 break for each eight hours worked, correct?

1 A That's correct.

2 MS. ACHARYA: I'm going to say objection.

3 Assumes facts, lacks foundation.

4 BY MR. LAVI:

5 Q And based on the CBA --

6 THE REPORTER: Did she answer your last
7 question?

8 MR. LAVI: She said yes.

9 Q The meal policy in the CBA does not mention
10 anything about second meal breaks, correct?

11 A That's correct.

12 Q Are there any other sections of the CBA that
13 deal with meal or rest breaks?

14 A I believe so. So if you don't mind --

15 Q Sure.

16 A -- I'd like to look through it.

17 Q Of course.

18 A There isn't a newer version?

19 MS. ACHARYA: There isn't.

20 THE WITNESS: I'm a little bit confused right
21 now.

22 MS. STANDLEY: You are in negotiations for '16
23 to '19.

24 THE WITNESS: Yes, that's what it is. I'm
25 sorry. There is a newer book than this. The only

1 reason why I am now looking at it because, I'm like,
2 this is not what the --

3 MS. STANDLEY: That's why I was looking at you
4 going --

5 THE REPORTER: Wait a minute. I have to have
6 one person speak at a time.

7 THE WITNESS: Yeah. So if I can make a
8 correction. There is a more current --

9 MS. ACHARYA: Can we go off the record?

10 (Whereupon a discussion was held off the record.)

11 MR. LAVI: Let's go back on the record.

12 Q So is it fair to say with regards to the CBA
13 that is in front of you, what you read into the record
14 is the only section that deals with rest periods?

15 A For 2010 to 2013, yes.

16 Q And also the only section that dealt with meal
17 breaks was the same section that you already read into
18 the record, correct?

19 A Correct.

20 Q Now, I'm not going to mark this as exhibit in
21 order to not kill more trees, but I'll have you take a
22 look at it and ask you some questions on it.

23 This is -- You know what? Off the record.

24 (Whereupon a discussion was held off the record.)

25 MR. LAVI: Back on the record.

1 Q Mrs. Guebara, I'm going to hand you a CBA that
2 is titled "United Healthcare Workers West," Pacifica
3 2723 through Pacifica 2798.

4 Do you know what this document is?

5 A Yes.

6 Q What is this?

7 A This is the SEIU UHW union contract.

8 Q And this is the CBA that covers all the non-RN
9 employees, correct?

10 A That's correct.

11 MS. ACHARYA: Objection. Lacks foundation,
12 assumes facts.

13 THE WITNESS: That's correct.

14 BY MR. LAVI:

15 Q Now, do you know if the CBA covers -- strike
16 that.

17 Do you know if the CBA talks about rest breaks?

18 A If possible, could I view the current --

19 Q Sure.

20 A -- CBA?

21 Q And let me, just for the record, this is the
22 CBA Pacifica 2799 through Pacifica 2859, which is the
23 CBA for June 2013 through June 2016.

24 A Okay. On Page 11.

25 Q What's the Bates number on that?

1 A I'm sorry. This number here? It's 002812.

2 Q Correct. And that deals with rest policies,

3 correct?

4 A That's correct.

5 Q And can you read what it says with regards to

6 rest?

7 A Sure. "Each employee shall be granted a rest

8 period of 15 minutes during each four hour shift. It is

9 understood that each -- it is understood that the rest

10 period includes any travel time to and from the job.

11 The Employer shall provide a suitable area for employees

12 to take their breaks during working hours."

13 Q Okay. Perfect. Which is basically the same

14 policy we discussed, which is 15 minutes for every four

15 hours, correct?

16 A Yes.

17 Q Now, I didn't find anything in there with

18 regards to meal. Did you see anything that deals with

19 meals?

20 A No. But I would like to continue to look.

21 Q Sure. Of course.

22 A There is another section. It doesn't cover

23 anything about meal breaks.

24 Q Now, going back to the 2010 to 2013 CBA. If

25 you turn to Page 2743, do you see a section that deals

1 with meals?

2 A Yes. Again, this portion does not cover meal
3 breaks. This is only stating that the dietary employees
4 are able to -- they get free lunch and the hours of the
5 cafeteria.

6 Q All right. Okay. I just want to make sure
7 that you are not aware of any other section that deals
8 with meal breaks.

9 A Correct.

10 Q If you turn to Page 2745. Section 3 deals with
11 rest periods, correct?

12 A Yes.

13 Q And can you read the first sentence, please.

14 A It's the same. "Each employee shall be granted
15 a rest period of fifteen minutes during each four hour
16 shift."

17 Q Which is basically the same as the prior policy
18 that we covered, correct?

19 A Yes.

20 MR. LAVI: Any update on the other --

21 MS. ACHARYA: She's looking, but I don't know.

22 MR. LAVI: Okay. So let's continue. I'll take
23 those back since we didn't mark those as exhibits.

24 Q Going back to Exhibit No. 5. Could you please
25 turn to Pacifica 94. Actually, I'm sorry. Never mind.

1 policies that Pacifica has had since September 2010 to
2 present?

3 MS. ACHARYA: Same objection.

4 THE WITNESS: No.

5 BY MR. LAVI:

6 Q Let's look at meal break waivers. Do you know
7 what meal break waivers are?

8 A Yes.

9 Q What are meal break waivers?

10 A A meal waiver is -- it's a form that are given
11 to 12-hour shift employees allowing them to waive their
12 second meal.

13 Q And it's a form that they sign for it, correct?

14 A Yes.

15 Q Is the form given to the employees at the
16 beginning of their employment?

17 A Yes.

18 Q And let me mark this as Exhibit No. 7, Bates
19 stamp Pacifica 3015.

20 (The document referred to herein was
21 marked by the CSR as Plaintiff's Exhibit 7
22 for identification and attached hereto and
23 made part of this deposition.)

24 BY MR. LAVI:

25 Q Ms. Guebara, have you seen what we have marked

1 BY MR. LAVI:

2 Q Go ahead.

3 A So on rest -- on breaks, employees --

4 Q Which breaks?

5 A Their 10-, 15-minute breaks.

6 Q Rest breaks?

7 A Rest breaks. Employees take multiple rest
8 breaks throughout the day. No one is monitoring how
9 many breaks they take. I have to say employees are --
10 basically run the place and are allowed to take as many
11 breaks as they need.

12 Q If employees take too many 10-minute rest
13 breaks or 15-minute rest breaks, they get disciplined,
14 right?

15 A No.

16 Q So employees could take four 10-minute rest
17 breaks in an hour and there would be no discipline?

18 A No.

19 Q So basically an employee comes to work, clocks
20 in at 6:00 a.m. and takes a break from 6:00 a.m. to
21 6:10; comes back to work, work ten more minutes, takes
22 another ten minutes; comes back to work, work ten more
23 minutes, take ten minutes of rest break; comes back to
24 work, takes ten minutes of rest break. Is your
25 testimony that an employee is not going to get

1 disciplined?

2 A You're saying that the employee is actually not
3 working at all because they are on break the entire day
4 and only coming in for minutes at a time.

5 If an employee comes in and is doing their job
6 and is able to complete and take care of the patients,
7 they can take as many breaks as needed.

8 Q You agree with me that based on requirements of
9 law there is a number of RNs, LVNs and CNAs per patient.

10 You agree to that, right?

11 A Yes.

12 Q So what you're saying cannot be done because if
13 all the RNs do their work and take a break at the same
14 time, that drops below the ratio of the patients to
15 nurses, and that's going to cause major problems with
16 the hospital, right?

17 MS. ACHARYA: Objection. Assumes facts, lacks
18 foundation. Also misstates testimony.

19 BY MR. LAVI:

20 Q Right?

21 A No. Because you are saying they all are taking
22 the break at the same time, which they don't.

23 Q Because your testimony was that if they decide
24 to take a break as they wish, and if they want to take a
25 break because they are done with their job, they take a

1 break regardless of what everybody's doing.

2 That's your testimony, isn't it?

3 A I'm saying they are allowed to take as many
4 breaks as needed. Again, I'm not saying that they are
5 taking breaks together.

6 Q Right. But --

7 A They can take a break as long as it does not
8 interfere with patient care.

9 Q Ms. Guebara, isn't it true that the supervisor
10 schedules the break times for employees?

11 MS. ACHARYA: Objection. Assumes facts, lacks
12 foundation.

13 THE WITNESS: The charge nurse does.

14 BY MR. LAVI:

15 Q The charge nurse does, right? They schedule
16 their break times, correct?

17 A They schedule --

18 MS. ACHARYA: Objection. Assumes facts, lacks
19 foundation.

20 Sorry. Wait a second so I can say an
21 objection. Go ahead.

22 THE WITNESS: They schedule lunch breaks.

23 BY MR. LAVI:

24 Q What about their rest breaks?

25 A Rest breaks, there are some that are scheduled

1 and others they are allowed to take.

2 Q Ms. Guebara, why don't you take a look at

3 Exhibit No. 5. I want you to go to Pacifica 94. Do you
4 have that?

5 A Yes.

6 Q What's Pacifica 94?

7 A This is the policy on attendance.

8 Q And this is the policies, procedures and
9 responsibilities of employees and supervisors, right?

10 A Yes. This is the policy; however, employees
11 don't always follow all policies.

12 Q I understand that. But according to the
13 policies, it says that the supervisors or directors must
14 notify employees of their starting, ending, meal and
15 break times. Do you see that?

16 A Yes.

17 Q So Pacifica's policies, procedures and
18 practices in the human resources' manual informs the
19 employees and the supervisors that the supervisors are
20 to notify the employees of their meal and rest break
21 times, right?

22 MS. ACHARYA: Objection. Lacks foundation,
23 assumes facts.

24 THE WITNESS: This is our guidelines, what we
25 would like our employees to follow; however, that does

1 not take place.

2 BY MR. LAVI:

3 Q Have you ever seen a policy or practice, or
4 anything, that tells the employees, "You can take breaks
5 as you wish"?

6 A No.

7 MR. LAVI: Off the record.

8 (Whereupon a discussion was held off the record.)

9 MR. LAVI: Back on the record.

10 Q Ms. Guebara, it's my understanding that you are
11 the person most knowledgeable with regards to the number
12 of the times and the amount of premium wages paid for
13 missed employees' rest breaks during the class period;
14 is that correct?

15 A Yes.

16 Q Has Pacifica paid any premium wages to any
17 employees who missed their rest breaks during the class
18 period?

19 A No. We have not received any complaints from
20 any, so no.

21 Q Is it Pacifica's understanding that the
22 employees are entitled to a third rest break after 12
23 hours of work?

24 A I'm sorry. One more time?

25 Q Is it Pacifica's understanding that the

1 busy at work that they didn't get their first, second or
2 third rest break, is it your understanding that they
3 would notify their charge nurse?

4 A They would notify their charge nurse or their
5 supervisor informing them that they have missed a meal
6 break or a rest period, and an adjustment will be made.

7 Q What do you mean by "adjustment"? A meal paid
8 premium -- or premium pay?

9 A Premium pay.

10 Q So the policies in the handbook that have been
11 discussed today are not actually applied to all
12 employees all the time?

13 A No.

14 Q That's correct?

15 A That's correct.

16 Q And that's because it's more department based
17 and/or shift based?

18 A That's correct.

19 MS. ACHARYA: I don't think I have any further
20 questions.

21

22 FURTHER EXAMINATION

23 BY MR. LAVI:

24 Q The employee handbooks are given to the

25 employees, right?



1 A Yes.

2 Q When the employee handbooks are given to the

3 employees, are the employees told that this is just a

4 guideline, you can ignore it if you want to?

5 A No.

6 Q Employee handbooks are given to the employees

7 with the expectation that they are followed, right?

8 A Yes.

9 Q In fact, they are told that they should follow

10 the policies and procedures of the employee handbook,

11 right?

12 A I don't know that those words are used, but I

13 would say yes.

14 Q When you looked at the break policy, the break
15 policy said that the employees are entitled to 15-minute
16 rest break policy for every four hours, correct?

17 A Yes.

18 Q Which means that if they worked four hours,
19 they get a rest break, right?

20 A Yes.

21 Q If they work eight hours, they get the second
22 rest break, right?

23 A Yes.

24 Q And if they work more than 12 hours, they get
25 the third rest break, correct?

1 BY MS. ACHARYA:

2 Q You kind of jumped ahead of me.

3 So because the union is aware of these employee
4 rights, it's your understanding that the union stewards
5 working at Pacifica would be aware of what breaks
6 employees are entitled to?

7 A Yes.

8 MS. ACHARYA: I have no further questions.

9

10 FURTHER EXAMINATION

11 BY MR. LAVI:

12 Q The union policy, the CBA, for all the three
13 CBAs that we have reviewed, do they inform the employees
14 that they are entitled to 15-minute rest breaks for
15 every four hours of work, right?

16 A Yes.

17 Q Which means that if they work more than 12
18 hours, they get a third rest break, right?

19 MS. ACHARYA: Objection. Misstates testimony,
20 lacks foundation, and assumes facts.

21 BY MR. LAVI:

22 Q Correct?

23 A Yes.

24 Q And the union policy that we reviewed, it says
25 that employees get one lunch break for every eight



I 1 hours, right?

2 A Yes.

3 Q Based on that meeting, that means that
4 employees are entitled to a second lunch break when they
5 work more than 16 hours, right?

6 A One more time.

7 Q Sure. The CBA states that employees are
8 entitled to one 30-minute lunch break for every eight
9 hours of work, right?

10 MS. ACHARYA: Objection. Misstates the
11 document.

12 THE WITNESS: Yes.

13 BY MR. LAVI:

14 Q That's what it says, correct?

15 A Yes.

16 Q And that means that based on the CBA reading of
17 the charge nurses, it means that they are entitled to
18 receive a second lunch break after 16 hours of work,
19 right?

20 Just to make sure that counsel is satisfied,
21 this is Exhibit No. 6, the CBA, and this is Page 32. It
22 says that nurses shall receive a 30-minute meal break
23 for each eight hours worked, right?

24 A Yes.


25 Q Based on that reading, the charge nurse's

1 know that, right?

2 MS. ACHARYA: Objection, argumentative.

3 THE WITNESS: It's possible that it's a known
4 fact. That, I don't know.

5 BY MR. LAVI:



6 Q Have you ever seen anything in writing that
7 informs Pacifica's employees since September 2010 to
8 present that they are entitled to premium wages for
9 missed second meal breaks?

10 A No.

11 Q Since September 2010 to present, have you seen
12 anything in writing that Pacifica has given to the
13 employees that informs them that they are entitled to
14 premium wages if they miss a third rest break?

15 A No.

16 Q Have you heard anyone from Pacifica ever inform
17 any of the employees since September 2010 to present
18 that they're entitled to premium wages if they miss
19 second meal breaks?

20 A Not that I'm aware of.

21 Q Have you ever heard or been informed that the
22 employees have been informed that they're entitled to
23 premium wages for missed third rest breaks since
24 September 2010?

25 A Not that I'm aware of.

1 Q And you agree that if the employee doesn't know
2 they are entitled to premium wages, they wouldn't come
3 to you and ask for premium wages, right?

4 A Let me think. If one person said they didn't
5 receive something, the entire -- everyone else would be
6 asking for the same. So if they felt that they didn't
7 get anything, we would have been notified.

8 Q But that's not my question.

9 If people don't know their right, they don't
10 know what to ask for, right? You agree?

11 A Yes.

12 MS. ACHARYA: Objection. Speculation, assumes
13 facts.

14 MR. LAVI: No questions.

15 MS. ACHARYA: I have one question.

16 MR. LAVI: Which means ten more.

17 MS. ACHARYA: He's probably going to have ten
18 more.

19

20 FURTHER EXAMINATION

21 BY MS. ACHARYA:

22 Q Is it your understanding that the union has
23 informed all of its union members of their rights under
24 California law and under the Collective Bargaining
25 Agreements?

1 Q My question is second meal breaks. It's your
2 testimony under oath and under penalty of perjury that
3 in union meetings you guys have discussed second meal
4 breaks?

5 A No. Meal breaks.

6 Q Have you ever discussed second meal breaks?
7 Strike that.

8 Have you ever observed the union discuss second
9 meal breaks with the nurses?

10 A I don't recall. Again, it's only meal breaks.

11 MR. LAVI: Move to strike as nonresponsive.

12 Q During these meetings that you have been
13 involved in and attended, has the subject of second meal
14 breaks ever come up?

15 A I can't say that it's -- they're talking about
16 second or first because it's just meal breaks. I don't
17 know which one they are talking about. They talk about
18 meal breaks.

19 Q And you understood there is a difference
20 between first meal break and second meal break, right?

21 A Yes.

22 Q But sitting here, you don't have any
23 recollection of second meal breaks being discussed?

24 A No.

25 Q No, I'm right, or no, I'm wrong?

I 1 A No, you're right.

2 Q Okay. And you say that -- what's your
3 understanding as to what's California law pertaining to
4 rest breaks?

5 A For the rest breaks, that they get the four
6 rest breaks throughout the day on the 12-hour shift
7 employees.

8 Q They get four rest breaks or they get a rest
9 break for every four hours?

10 A Yes.

11 Q Which one?

12 A They get -- they get the three rest breaks, one
13 for every four hours.

14 Q And what is your understanding as to what is
15 the California law for meal breaks?

16 A That they receive a second meal after the ten
17 hours.

18 Q And when did you become aware of that, that
19 employees are entitled to receive a second meal break
20 after ten hours of work?

21 A I've known that they receive a ten -- I mean,
22 after ten hours, they receive a second meal.

23 Q How long have you known that for?

24 A I can't tell you how long I've known that for.

25 Q Has it been two years? Five years? 15 years?

1 A It's not 15 years, but it's been several years.

2 Q What's your best estimate?

3 A I'm going to say definitely the last four years
4 I've known about it. It could be longer. I'm just
5 going to say four years.

6 Q That's fine.

7 As the person most knowledgeable, you, yourself,
8 also have not taken any steps to make sure that the
9 employees are getting second meal breaks, correct?

10 A That's correct.

11 Q And you, as the person most knowledgeable, have
12 not taken any steps to make sure that employees are
13 getting third rest breaks, correct?

14 A Correct. Again, I don't monitor anyone's rest
15 periods or meal breaks. I don't supervisor each
16 employee, so I wouldn't be monitoring them.

17 Q Since you knew the employees were entitled to
18 get a second lunch break, why didn't you put that in the
19 employee handbook when it was updated in 2012?

20 A I will make sure that when I go back, the
21 person that does do the updating, I will let them know.

22 Q So as of 2012 did you know that the employees
23 are entitled to second lunch break?

24 A Yes.

25 Q But that was not included in the employee

1 handbook that was given to the employees, right?

2 A Correct.

3 Q In 2010 did you know that employees are
4 entitled to second lunch break if they work more than
5 ten hours?

6 A Most likely, yes.

7 Q And once again, when you made the changes to
8 the employee handbook, that was not included, right?

9 A I didn't make the changes to it.

10 Q You were part of the --

11 A I wasn't part of it.

12 Q Who made the changes to the employee handbooks?

13 A In 2010 I believe it was our administration
14 department.

15 Q Who was that?

16 A I believe Maria Goodrich.

17 Q In 2010 did you review the employee handbook?

18 A I'm sure I did.

19 Q When you reviewed the employee handbook, did
20 you ever tell anyone from Pacifica, "Hey, the policy
21 mentions nothing about second meal breaks and it
22 should"?

23 A No.

24 Q When you saw the 2012 edition, did you tell
25 anyone that, "Hey, the employee handbook doesn't say

1 anything about second lunch breaks"?

2 A No.

3 Q Did you tell anyone that they should inform the
4 employees that they get second lunch breaks if they work
5 more than ten hours?

6 A No.

7 Q Did you tell anyone that the employee handbook
8 doesn't inform the employees that they are entitled to a
9 third rest break and you should inform that?

10 A No.

11 MR. LAVI: No other questions.

12 Same stipulation?

13 MS. ACHARYA: Same stipulation.

14

15 (Whereupon it was stipulated by and between
16 the attorneys to relieve the court reporter
17 of her custodial duty. The original will be
18 sent to defense counsel. Defense counsel shall
19 maintain custody and control of the original
20 and provide it upon reasonable request to
21 court. If the original is lost or destroyed,
22 a certified copy shall have the same force and
23 effect. The deponent will have one week to
24 review and make any changes that the deponent
25 deems necessary. And defense counsel shall

1 inform plaintiffs in writing of any such
2 changes. If the transcript is not signed
3 under penalty of perjury, it will be deemed
4 signed under penalty of perjury.)

5 (Whereupon the deposition adjourned at
6 4:01 P.M.)

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PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the witness in the within matter, that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true to my knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury, that the foregoing answers are true and correct.

Executed on the ____ day of _____, _____,
at _____, _____.
(CITY) (STATE)

PATTY GUEBARA

EXHIBIT 52

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)
)
Plaintiff,)
)
vs.)
)
PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)
)
Defendants.)
_____)

Case No. BC559056

DEPOSITION OF SUSAN STANDLEY

Beverly Hills, California

Tuesday, June 14, 2016

Reported by: Nancy Kramer
CSR No. 8756
NDS Job No.: 181218

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)
)
Plaintiff,)
)
vs.)
)
PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)
)
Defendants.)
_____)

Case No. BC559056

DEPOSITION OF SUSAN STANDLEY,
taken on behalf of the Plaintiff, at 8889 West
Olympic Boulevard, Suite 200, Beverly Hills,
California, commencing at 9:03 a.m. and ending
at 11:41 a.m., on Tuesday, June 14, 2016,
before Nancy Kramer, CSR No. 8756, pursuant to
Notice.

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APPEARANCES:

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Los Angeles, California 90071
(213)972-4500

Also Present:

PATTY GUEBARA

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WITNESS

SUSAN STANDLEY

EXAMINATION

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EXHIBITS

MARKED

DESCRIPTION

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Exhibit 1 Plaintiff Kyle Frencher's Notice of
Deposition of Defendant Pacifica of
the Valley Corporation Person Most
Knowledgeable

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Exhibit 2 Employee Handbook from Pacifica,
(Bates stamped Pacifica 1 through
Pacifica 20)

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Exhibit 3 Pacifica's Employee Handbook,
(Bates stamped Pacifica 21 through
Pacifica 37)

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Exhibit 4 Pacifica Employee Handbook, (Bates
stamped Pacifica 38 through
Pacifica 72)

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Exhibit 5 Collective Bargaining Agreement
with Pacifica Hospital of the
Valley, (Bates stamped 2723 2859)

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Exhibit 6 Document, (Bates stamped Pacifica
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BEVERLY HILLS, CALIFORNIA;

TUESDAY, JUNE 14, 2016; 9:03 A.M.

SUSAN STANDLEY,

having been first duly sworn, was
examined and testified as follows:

EXAMINATION

BY MR. LAVI:

Q Good morning.

A Good morning.

Q Could you please state and spell your name for
the record.

A Susan Standley. S-T-A-N-D-L-E-Y.

Q Ms. Standley, have you ever had your deposition
taken before?

A Once.

Q How long ago was that?

A Twelve, 13 years.

Q I'm sure Archana has covered the deposition
with you, but I just want to go over the ground rules
just to make sure we are all on the same page.

I'm going to be asking you a series of
questions today pertaining to various topics. You might

1 knowledgeable in this category?

2 A Yes.

3 Q Did you take any part in writing the policies
4 and procedures in this category?

5 A No.

6 Q Did you contribute anything as to how these
7 policies and procedures should be implemented?

8 A No.

9 Q All right. That covers that.

10 Off the record.

11 (Whereupon a discussion was held off the record.)

12 MR. LAVI: Back on the record.

13 Q Pacifica has different shifts during the day,
14 correct?

15 A Yes.

16 Q Regardless of the shifts, all the policies and
17 procedures applies to all the employees, correct?

18 MS. ACHARYA: Objection, vague.

19 In what regard?

20 BY MR. LAVI:

21 Q The topics that you have been designated as the
22 person most knowledgeable, in regards to those topics.

23 Regardless of the exempt employees working
24 first shift or second shift or third shift, whatever
25 shifts there might be, all the policies and procedures



1 are the same, correct?

2 MS. ACHARYA: Did you say exempt or non-exempt?

3 MR. LAVI: Non-exempt.

4 THE WITNESS: Yes.

5 BY MR. LAVI:

6 Q Okay. Let me just make sure. Archana may be
7 correct.

8 All the policies and procedures that apply to
9 non-exempt employees, regardless of the shift that they
10 work, are the same, correct?

11 A Yes.

12 Q I think it's easier if we do it like this.

13 Pacifica had policies and procedures in place
14 that required the employees to clock in at the beginning
15 of the shift, right?

16 A Yes.

17 Q And they also had policies and procedures in
18 place that required the employees to clock out at the
19 end of the shift as well, right?

20 THE REPORTER: I didn't get an answer.

21 THE WITNESS: I'm sorry. Yes.

22 BY MR. LAVI:

23 Q Pacifica also had a policies and procedures in
24 place to clock out at the beginning of the meal breaks
25 and clock back in at the end of the meal breaks,

1 BY MR. LAVI:

2 Q That's a bad question.

3 Pacifica had a policy and procedure in place
4 during the class period which required the employees to
5 clock out at the beginning of the meal break and to
6 clock back in at the end of the meal break, correct?

7 MS. ACHARYA: I'm just going to object as to
8 compound for policy and procedure.

9 You can still answer.

10 THE WITNESS: Yes.

11 BY MR. LAVI:

12 Q Pacifica also had a policy and procedure in
13 place which required the employees to be at their
14 workstation at the beginning of a shift, correct?

15 MS. ACHARYA: Objection. Compound as to policy
16 and procedure.

17 THE WITNESS: I don't recall if there's a
18 specific policy stating that.

19 BY MR. LAVI:

20 Q Have you ever reviewed the employee handbook in
21 this case?

22 A Yes.

23 Q When was the last time you reviewed the
24 employee handbook?

25 A The last time I looked at it?

1 BY MR. LAVI:

2 Q No, it does not, or no, I'm wrong?

3 A No, it does not.

4 Q And if the employees continue to be tardy, they
5 could be disciplined, right?

6 A Yes, they can.

7 Q And the discipline could be either a verbal
8 warning, right?

9 A Yes.

10 Q If they continue being tardy, it could escalate
11 to a written warning, correct?

12 A Yes.

13 Q And ultimately could lead to termination,
14 right?

15 A Termination would be a last resort. With the
16 unions, terminations are rare.

17 Q But it does happen?

18 A I don't ever recall anybody being terminated
19 for being late.

20 Q But they do get disciplined?

21 A Yes. Rarely.

22 Q And the policies and procedures we just talked
23 about, that's with regards to the class period of 2010
24 to present, right?

25 A Yes.

1 Q If an employee keeps leaving early at the end
2 of the shift, they also could be disciplined, right?

3 A Yes.

4 Q Same thing, could be verbal, written and
5 potential termination, correct?

6 A Yes.

7 Q Did Pacifica keep track of the non-exempt
8 employees' meal break duration?

9 MS. ACHARYA: Objection. Vague and ambiguous
10 and overbroad.

11 BY MR. LAVI:

12 Q During the class period.


13 A In what way?

14 Q In any way.

15 A If they clock in and out for their meal period,
16 then there are some time-keeping records.

17 Q Do all the employees clock out and in for their
18 meal breaks?

19 A Not all.



20 Q For the ones that do not clock out and in for
21 their meal breaks, how does Pacifica keep track of those
22 employees' meal break duration?

23 A The time-keeping system has an auto deduct of
24 30 minutes.

25 Q I understand that. But my question is, by

1 looking at employees' timecards, how can you tell the
2 duration of their meal break for that employee on any
3 given day if they do not clock out and in for their meal
4 breaks?

5 A Well, it automatically takes the half hour. So
6 if they clock in -- like our 12-hour shifts. If they
7 clock in at 7:00 a.m. in the morning and 7:30 in the
8 evening, then it calculates total hours at 12.

9 Q Right. And it clocks automatically at 30
10 minutes?

11 A Yes.

12 Q And it does one meal break, correct?

13 A Yes.

14 Q And all the meal breaks are not paid?

15 A Yes.

16 Q Has Pacifica ever paid for off-duty meal
17 breaks?

18 MS. ACHARYA: I'm sorry. Did you say -- can
19 you repeat the previous question? All meal breaks are
20 unpaid?

21 MR. LAVI: Are not paid.

22 MS. ACHARYA: Okay. I'm just going to object
23 as overbroad. Sorry. Delayed objection.

24 THE WITNESS: I'm sorry. What was --

25 ///

1 BY MR. LAVI:

2 Q And the other deduct is for one meal break,
3 correct?

4 A Yes.

5 Q And has Pacifica ever paid for an off-duty meal
6 break?

7 A What do you mean by "off-duty"?

8 Q Do you know what off-duty meal break means?

9 A If they're completely off duty, then no, they
10 do not receive pay for it.

11 Q Exactly. So has Pacifica ever paid for an
12 off-duty meal break during the class period?

13 A Not to my knowledge.

14 Q Now, going back to my question. You said some
15 employees clock out for the meal breaks and clock back
16 in for the meal breaks, correct?

17 A Correct.

18 Q And you said some employees do not clock out
19 for meal breaks and do not clock back in for the meal
20 breaks, correct?

21 A Correct.

22 Q During the class period, do you know how many
23 non-exempt employees have worked for Pacifica,
24 approximately?

25 A How many we have working for us?

1 A I personally wouldn't know that.

2 Q Right. And if you look at the timecards for
3 all the 610 employees, 50 percent of them do not have
4 punch in or punch out. You cannot tell me, sitting here
5 today, how long was the duration of the meal break for
6 each of those employees that did not clock out?

7 A No -- yes, that is correct. And I also
8 wouldn't know if they decided to take an hour instead of
9 their 30 minutes.

10 Q Right. If they had taken an hour, there's a
11 policy and procedure which requires the employees to be
12 back from their meal breaks on time, right?

13 A Umm-hmm.

14 Q Yes?

15 A Yes.

16 Q And if the employee continues to keep taking a
17 longer lunch break than 30 minutes, they would be
18 disciplined, correct?

19 MS. ACHARYA: Objection. Lacks foundation,
20 assumes facts.

21 THE WITNESS: If they're caught.

22 BY MR. LAVI:

23 Q Correct. Now, Pacifica is a hospital, right?

24 A Yes, it is.

25 Q And pursuant to state law, they are required

1 minimum number of employees per patient, right?

2 A That I'm not involved in at the hospital, so I
3 don't have an answer for that.

4 Q With regards to ratio of employees, whether
5 employees can't work or can't take time off, do you get
6 involved with that?

7 A No.

8 MR. LAVI: At times I go really fast. If you
9 could, just let me know.

10 THE REPORTER: I will.

11 BY MR. LAVI:

12 Q The punch history of the employees on the
13 timecards, that shows the duration of the shifts for the
14 employees, correct?

15 A Correct.

16 Q And the punch data, as far as you know, those
17 are accurate?

18 A Yes.

19 Q And the total number of the hours that
20 employees have worked, that is accurately reflected on
21 the timecards?

22 A Yes.

23 Q The first punch on an employees's timecard
24 shows when the employee started to work, correct?

25 A Yes.

1 Q If an employee clocks out for a lunch break,
2 that punch shows when they started their lunch break,
3 correct?

4 A Yes.

5 Q If an employee clocks back in after the lunch
6 break, that shows when the lunch break was ended,
7 correct?

8 A Yes.

9 Q And when the employee clocks out at the end of
10 the day, that shows when the shift is over, correct?

11 A Yes.

12 Q Since September 2010 to present, are you aware
13 of any time that the system was not working properly and
14 the time punches are not accurately reflected?

15 A No.

16 Q Perfect. What's the time system called that
17 Pacifica uses?

18 A Kronos.

19 THE REPORTER: I'm sorry?

20 THE WITNESS: Kronos. K-R-O-N-O-S.

21 BY MR. LAVI:

22 Q And the Kronos has been used since September
23 2010, correct?

24 A Yes.

25 Q So let's look at the calculation of the work

1 hours. It is my understanding that, as you testified
2 earlier, there is an automatic deduction of 30 minutes
3 from the employee's daily work hours for lunch break,
4 correct?

5 A Yes.

6 Q And if an employee -- there are 50 percent that
7 clock in and out for lunch breaks and 50 percent that do
8 not, right?

9 A Yes.

10 Q For the 50 percent that clock out and in for
11 the lunch breaks, does the auto deduct also apply to
12 those employees?

13 A No, it does not. The system voids it.

14 Q What do you mean?

15 A If somebody clocks in and out for lunch, the
16 system recognizes that there's lunch punches for 30
17 minutes and it does not auto deduct.

18 Q Okay. So if an employee clocks, let's say for
19 example, 20 minutes for a lunch break, is only 20
20 minutes deducted or it still deducts 30 minutes?

21 A Twenty minutes.

22 Q Now, are there classification of employees that
23 clock in and out versus employees that do not?

24 A What do you mean "classification"?

25 Q You said there are approximately 40 percent of

1 BY MR. LAVI:

2 Q Let me ask it differently.

3 Pacifica uses a system which is called
4 rounding. Have you heard that?

5 A Yes.

6 Q Now, their rounding applies to all non-exempt
7 employees, correct?

8 A Yes, it does.

9 Q The rounding applies to the shifts at the
10 beginning of the day and the shifts at the end of the
11 day, correct?

12 A Umm-hmm, yes.

13 Q Now, do you know, what are the parameters that
14 are set for the rounding?

15 A Seven minutes.

16 Q Seven minutes --

17 A If they clock in seven minutes before, it
18 rounds to the hour. If they clock out seven minutes
19 after, it rounds to the quarter hour.

20 Q So just to use time to make sure we understand
21 the same thing. Let's say, for example, an employee's
22 shift is 6:00 a.m. If the employee clocks in at 3:53,
23 does that go -- I'm sorry, 5:53 --

24 A I'm like, that's odd.

25 MS. ACHARYA: Came very early to work.

1 A I'm sorry.

2 Q It's okay.

3 A I thought you were speaking to her.

4 MS. ACHARYA: He just asked if you could see
5 where --

6 THE WITNESS: Yes.

7 MS. ACHARYA: She was reading it.

8 THE WITNESS: I'm sorry. I thought you were
9 talking to her.

10 MR. LAVI: No worries.

11 MS. ACHARYA: Don't worry.

12 BY MR. LAVI:

13 Q Don't worry. First off, this employee handbook
14 that we just marked as Exhibit No. 2, it has been given
15 to all non-exempt employees, correct?

16 A Yes.

17 Q And it's true as of employees that have been
18 employed since September 2010 to present, correct?

19 A Yes.

20 Q The time and attendance policy that is on
21 Page 6, that applies to all non-exempt employees,
22 correct?

23 A Yes.

24 Q And I guess you testified earlier that the
25 policy does not inform the employees that they can clock

1 marked by the CSR as Plaintiff's Exhibit 5
2 for identification and attached hereto and
3 made part of this deposition.)

4 BY MR. LAVI:

5 Q Ms. Standley, can you please take a look at
6 Exhibit No. 5 and let me know if you know what Exhibit
7 No. 5 is.

8 THE REPORTER: I couldn't hear you.

9 THE WITNESS: Oh, I was just trying to figure
10 out why it was a single page.

11 It's our SEIU 399 union contract.

12 BY MR. LAVI:

13 Q Okay. Basically this is the CBA, correct?

14 A Yes.

15 Q And look at, I guess, the one that's in front
16 of you, Bates stamped 2723 through Pacifica Bates
17 stamped 2798. I believe that's the CBA that covered
18 June 1st, 2010, through June 1st, 2013, correct?

19 A Yes.

20 Q And the CBA that covered June 1st, 2013,
21 through June 1st, 2016, that one is Pacifica 2799
22 through 2859, right?

23 A Yes.

24 Q If you look at the CBA that covered June 1st,
25 2010, through June 1st, 2013, I couldn't find anything

1 Pacifica 94. There's a bunch of various policies with
2 no names on it.

3 (The document referred to herein was
4 marked by the CSR as Plaintiff's Exhibit 6
5 for identification and attached hereto and
6 made part of this deposition.)

7 MS. ACHARYA: Could you read back what he just
8 said?

9 (Whereupon the requested portion of the
10 record was read by the reporter.)

11 MS. ACHARYA: I'm just going to say the exhibit
12 speaks for itself, but there's other documents here that
13 are not policies.

14 MR. LAVI: Okay. So we will go over them.

15 Q All right. Ms. Standley, would you please --
16 you know what? I'll do it differently.

17 Why don't you turn to Page Pacifica 85. Do you
18 have that in front of you?

19 A Yes, I do.

20 Q Pacifica 85, have you seen this document
21 before?

22 A Yes.

23 Q What is Pacifica 85?

24 A It's the deduction rule set up in our
25 time-keeping system.

1 Q And this is the deduction rule set up for what?

2 A For the meal breaks.

3 Q So this is 30 minutes of meal break deduction
4 for every day of the week, correct?

5 A Yes.

6 Q And there is -- on the right side of the policy
7 it says "Trigger." Do you see that?

8 A Yes.

9 Q And it's by length of the shift, correct?

10 A That's what it says, yes.

11 Q Do you know what is the length of the shift
12 that is referring to?

13 A No, I don't. I didn't do this programming.

14 Q Is it true that as long as an employee works
15 more than six hours, based on the minimum shift length,
16 to trigger the deduction has to be six hours?

17 A Yes. Or if it's agreed upon between the
18 employee and the supervisor, the half hour is waived.

19 So if an employee, for example, only works six
20 hours that day, by law they are required to take a
21 lunch, but it is legal for them to waive their half hour
22 if they have permission to do so.

23 Q Right. But the way the system is set up is
24 that if an employee works six and a half hours --

25 A Yes.

1 Q -- the system automatically deducts half an
2 hour because the minimum shift length has triggered the
3 auto deduction, correct?

4 A Yes.

5 Q And this applied to all non-exempt employees
6 during the class period, correct?

7 A Yes.

8 Q Could you please turn to Pacifica 76.

9 A You said 76?

10 Q Yes.

11 A We're going backwards?

12 Q Yes.

13 A Okay.

14 Q For no particular reason except that's how I
15 have it.

16 A Okay. I just wanted to make sure I was going
17 in the right direction.

18 Q Pacifica 76, have you seen this document
19 before?

20 A Yes.

21 Q What is Pacifica 76?

22 A It says "Edit Break Rule."

23 Q What does it refer to?

24 A The length of the breaks.

25 MS. ACHARYA: If you don't know, you have to

1 tell him you don't know. Don't guess.

2 THE WITNESS: Okay. Yeah, this was part of
3 programming that I did not do, so I'm not sure.

4 BY MR. LAVI:

5 Q Since you calculate -- strike that.

6 Since you have been designated as the person
7 most knowledgeable with regards to calculating employees'
8 work hours -- right?

9 A Yes.

10 Q -- do you know how this break rule plays into
11 calculating into the employees' work hours?

12 A Not this specific one. The only thing that I
13 have knowledge of is there's a 30-minute auto deduct if
14 they do not clock in and out for lunch.

15 Q So you don't know what this policy is?

16 A It's not a policy. This is a printout of the
17 software setup.

18 Q Right. This is the parameters that are
19 programmed into the system?

20 A Right. And I'm not IT. I did not program it.

21 Q Even though you did not program it, do you know
22 what the parameters are or what they mean?

23 MS. ACHARYA: Objection. Vague as to
24 "parameters." For what?

25 ///

1 A I would be guessing. It's a programming issue
2 that I don't understand.

3 Q Do you know, how does this outside rounding 15
4 minutes applies when employees work hours are being
5 calculated?

6 A No --

7 MS. ACHARYA: Objection -- I'm sorry -- asked
8 and answered.

9 THE WITNESS: No. This would be programming,
10 so I don't know what it ties to or how it pulls in.

11 BY MR. LAVI:

12 Q So let me just make sure. Whatever is
13 programmed in the system, that's how the employee's work
14 hours are being calculated based upon the programming
15 system, correct?


16 A Yes.

17 Q It's not based on your understanding or my
18 understanding, correct?

19 MS. ACHARYA: Objection, vague.

20 THE WITNESS: I don't understand.

21 BY MR. LAVI:



22 Q For example, you know for a fact that the
23 system has been programmed to deduct 30 minutes of meal
24 breaks from the employees that do not clock out for meal
25 breaks, correct?

I

1 A Yes.

2 Q And you understand that's how that applies in
3 calculating the employee's work hours, correct?

4 A Yes.

5 Q Now, that was the Pacifica 85.

6 Pacifica 73, it is the rounding that has been
7 programmed into the system, right?

8 A Yes.

9 Q By looking at it, can you tell me how it
10 applies to employees, what it means?

11 A No, I can't. This is a print screen of the
12 programming. All I understand is the end result. If
13 it's programmed correctly, the timecards come out
14 correctly.

15 Q Right.

16 A But reading this, no, I don't.

17 Q Perfect. So that's my question.

18 For example, if I ask you -- and I'm going to
19 ask you just to make sure I have the record.

20 So sitting here looking at this programming
21 that is set up for the time system, you don't know what
22 it means when it says outside rounding 15 minutes,
23 correct?

24 A Correct.

25 Q You don't know how that plays into calculating

1 Q I just want to make sure what we have marked
2 here as Pacifica 73, you have no reason to believe what
3 we have here is inaccurate information as to how the
4 software is programmed to calculate the employee's work
5 hours.

6 MS. ACHARYA: Objection, lacks foundation.
7 Go ahead.

8 THE WITNESS: I'm sorry. Did you say I have
9 reason to believe it's inaccurate or I don't have
10 reason?

11 BY MR. LAVI:

12 Q That you do not have reason to believe that
13 this is inaccurate.

14 A No. I don't believe it's inaccurate.

15 Q Right. So as far as you understand, this is an
16 accurate copy of the programming that is in place right
17 now to calculate the non-exempt employees' work hours,
18 correct?

19 A Yes.

20 Q As far as you understand it, this has been in
21 place since September 2010 to present, correct?

22 A How do I answer this?

23 The concept in the policy, yes. This
24 particular system, no. We updated our time-keeping
25 system in 2014.

1 Q Even though you updated the system, the
2 parameters that were set in the system --

3 A Were exactly the same as the previous.

4 Q Exactly. So whatever the parameters were set
5 in the system prior to 2014 and after 2014 are the same,
6 correct?

7 A Yes.

8 Q So if this is the parameters that were set in
9 2011, it would be the same parameters for 2016, correct?

10 A Yes.

11 Q Now, looking at the parameters that are set in
12 the system as we have it in front of us, okay. If you
13 look at the grace period for outside, it says seven
14 minutes, right?

15 A Yes.

16 Q But if you look at the grace period for inside,
17 it says zero minutes, right?

18 A Yes.

19 Q And if you look again for grace period inside,
20 it's zero minutes, correct?

21 A Yes.

22 Q And again, for the grace period outside it's
23 seven minutes, correct?

24 A Umm-hmm, yes.

25 Q For the rounding outside it says 15 minutes,

1 A It's in process.

2 Q So as of yesterday, what we have here as
3 Pacifica 71 -- 79 was in place, right?

4 A Yes.

5 Q Since it's in the process of changing, say from
6 September 2010 until June 13, 2016, what we have here as
7 Pacifica 79 is the way payroll worked, correct?

8 A Umm-hmm.

9 Q Yes?

10 A Yes. Sorry.

11 Q No worries. And the way it worked is on
12 databases, payroll would pull out the employees' time
13 punches, right?

14 MS. ACHARYA: Objection. Misstates testimony,
15 asked and answered.

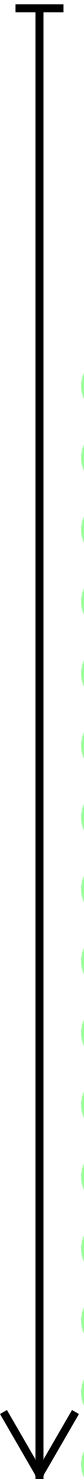
16 THE WITNESS: In the previous system I would
17 have to download the clocks in order to get the punches
18 from the previous day more current. They were not --
19 what's the terminology for it -- live. The current
20 system is live. I do not have to pull anything.

21 BY MR. LAVI:

22 Q So the new system basically eliminates the
23 pulling process?

24 A Yes.

25 Q Got it. And once the timecards were pulled,



1 they were forwarded to the employees' supervisors for
2 their confirmation and approval of the punch data,
3 correct?

4 A Yes.

5 Q And if there were any changes, the supervisor
6 would make and refer them back to --

7 THE REPORTER: I'm sorry?

8 BY MR. LAVI:

9 Q If there were any changes that were supposed to
10 be made, the supervisors would make those changes to the
11 time punches and then forward them to the correct
12 department, correct?

13 A Umm-hmm, yes.

14 Q And I guess once all of the changes were made,
15 that would be sent to Meditech, to the payroll
16 processing?

17 A Yes.

18 Q M-E-D-I-T-E-C-H, is just the name of the
19 system. Meditech.

20 And the payroll system -- I'm sorry. The
21 payroll department would make sure that the information
22 is accurate before sending it to Meditech?

23 A Yes.

24 Q And that's why the number of the hours
25 reflected on the employees' timecards are after all the

1 changes have been made by the supervisors, if any,

2 correct?

3 A If any, yes.

4 Q Would you please turn to Pacifica 87. Have you
5 seen Pacifica 87 before?

6 A Yes, I have.

7 Q What is Pacifica 87?

8 A Our policy and procedure for time and
9 attendance.

10 Q Is this the policies and procedures that you
11 were referring to earlier that's in the handbook that
12 are all the pages of the departments?

13 A Yes.

14 Q And once again, this one also tells that the
15 employees can clock in up to six minutes prior to the
16 start of their shift, that's 2-A, correct?

17 A Yes.

18 Q And also they can clock out within six minutes
19 after the end of their shift, 2-B, right?

20 A Yes.

21 Q Would you please turn to Pacifica 90. Do you
22 have that in front of you?

23 A I'm sorry?

24 Q Do you have it in front of you?

25 A Yes, I do.

1 BY MR. LAVI:

2 Q Not whether they're taking them or not. That's
3 not the question.

4 For example, there is no documentation that
5 keeps track of the duration of the employees' meal
6 breaks if they don't clock in or out for the meal
7 breaks, correct?

8 A Yes.

9 Q For the employees that have the auto deduction,
10 once their shift exceeds six hours, the auto deduct
11 kicks in, correct?

12 A Yes.

13 Q And the auto deduct is only 30 minutes per day,
14 correct?

15 A Correct.

16 Q Employees are not deducted automatically for
17 any other meal breaks, correct?

18 A No. Thirty minutes per day for employees is
19 all that's ever deducted.

20 Q Just to make sure, I have you as the person
21 most knowledgeable with regards to payment of premium
22 wages for missed second meal breaks.

23 MS. ACHARYA: Correct.

24 MR. LAVI: Okay.

25 MS. ACHARYA: Category No. 7?

1 Q If they don't take a meal break --

2 A Right.

3 Q -- there is nothing to be deducted from their

4 daily work hours, right, because nothing has been

5 punched out or punched in for meal breaks?

6 A They would be on auto deduct, and the auto

7 deduct would be cancelled.

8 All employees are set up on auto deduct, and

9 the system automatically cancels it if they punch in and

10 out for lunch.

11 Q All right. So I guess I misunderstood you, so

12 let me make sure I understand you.

13 Every non-exempt employee is automatically set

14 up for auto deduct of meal plans.

15 A Yes.

16 Q If an employee actually punches out and punches

17 back in for meal breaks, that takes it out of the auto

18 deduct; is that --

19 A Correct.

20 Q And once it takes it out of the auto deduct,

21 that employee gets deducted for the actual number of the

22 minutes between the two punches, right?

23 A Yes.

24 Q Has Pacifica ever paid premium wages for missed

25 second meal breaks?

1 correct?

2 A No, I did not.

3 Q Did you talk to or interview any employees with
4 regards to any of the allegations that are set in this
5 case?

6 A No, I have not.

7 Q I'm not sure if I asked you this or not.

8 Pacifica uses their rounded time punches to calculate
9 employees' work hours; is that correct?

10 A Yes.

11 Q And that has been true since September 2010,
12 correct?

13 A Yes.

14 Q And that's true as to all non-exempt employees,
15 correct?

16 A Yes.

17 MR. LAVI: I have no more questions.

18 Any questions?

19 MS. ACHARYA: I think just one.

20

21 EXAMINATION

22 BY MS. ACHARYA:

23 Q I think you did clarify this already, Susan,
24 but I think a question was asked in the morning whether
25 Pacifica pays for off-duty meal periods, and your answer

1 was no. And then you said that for the 12-hour shift,
2 there is only one 30-minute auto deduct; is that
3 correct?

4 A Yes.

5 Q So that means for the 12-hour shift, if
6 somebody is taking a second or a third or a fourth meal
7 period, they are getting paid for those because there is
8 only one 30-minute auto deduct; is that correct?

9 A Yes.

10 MS. ACHARYA: That was my only one.

11

12 FURTHER EXAMINATION

13 BY MR. LAVI:

14 Q Have you ever seen an employee take a second
15 meal break at Pacifica?

16 A I don't see the employees. I'm in the
17 basement.

18 Q Have you ever been informed that an employee
19 has taken a second meal break?

20 A I don't remember.

21 Q And if you were informed that an employee had
22 taken a second meal break, that would be an unpaid work
23 break, right?

24 A Yes.

25 Q And if you are informed that an employee has

1 taken a second meal break, additional 30 minutes would
2 be deducted from that employee's work hours, correct?

3 MS. ACHARYA: Objection. Lacks foundation,
4 assumes facts.

5 BY MR. LAVI:

6 Q You can answer.

7 A I don't know. That's hard to answer because
8 that's never happened.

9 Q That's a fair response.

10 No other questions. Anything?

11 MS. ACHARYA: Nothing further.

12 MR. LAVI: Let's stipulate to relieve the court
13 reporter of her custodial duty. The original will be
14 sent to defense counsel. Defense counsel shall maintain
15 custody and control of the original and provide it upon
16 reasonable request to court. If the original is lost or
17 destroyed, a certified copy shall have the same force
18 and effect.

19 Ms. Standley, are you planning on going on any
20 vacation during the next month or so?

21 THE WITNESS: In September.

22 MR. LAVI: How many pages is the transcript?

23 THE REPORTER: It's about a hundred.

24 MR. LAVI: One week enough?

25 MS. ACHARYA: How long do you think it would

1 take you to review about a hundred pages that she's
2 typing it into a booklet?

3 THE WITNESS: Oh, not very long at all. I'm a
4 reader.

5 MR. LAVI: Good.

6 Let's do one week to review and make any
7 changes that the deponent deems necessary. And defense
8 counsel shall inform us in writing of any such changes.

9 If the transcript is not signed under penalty
10 of perjury, it will be deemed signed under penalty of
11 perjury.

12 So stipulated?

13 MS. ACHARYA: So stipulated.

14 (Whereupon the deposition concluded at
15 11:41 A.M.)

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PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the witness in the within matter, that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true to my knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury, that the foregoing answers are true and correct.

Executed on the ____ day of _____, _____,
at _____, _____.
(CITY) (STATE)

SUSAN STANDLEY

EXHIBIT 53



Agreement Between
**Service Employees International Union,
Local 121RN, CTW, CLC**
and
Pacifica Hospital of the Valley

Effective
June 1, 2010
through
June 1, 2013

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UNION/MANAGEMENT COMMITMENT TO QUALITY CARE

The Union and the Employer recognize the importance of promoting cooperation, understanding and respect among the Union, Management and the employees; and, the additional importance of promoting a work environment that provides a high degree of satisfaction for Physicians, Registered Nurses and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care in a dignified, efficient and professional manner.

AGREEMENT

The Agreement is entered into this first day of June, 2004 between PACIFICA HOSPITAL OF THE VALLEY (hereinafter referred to as the "Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 121 RN (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered Nurses employed at its hospital located at 9449 San Fernando Road, Sun Valley, California, excluding all other employees, office clerical employees, guards and supervisors as defined in the Act, and in accordance with the certification issued by the National Labor Relations Board in Case No. 31-RC 4116.

Section 2

The Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit on the grounds that that they are or may be supervisors or supervisory. This provision shall continue in full force and effect and up to and including June 1, 2010.

ARTICLE II - UNION SECURITY

Section 1. Union Membership

For employees hired prior to January 1, 1979 membership in the Union shall be completely voluntary; provided, however, that any such employee who becomes a member or has become a member of the Union shall remain a member in good standing for the term of this Agreement as a condition of employment.

Employees who have elected not to join the Union shall, as a condition of employment for the term of this Agreement, pay an amount equal to the Union dues either to the Union as a service fee or to a charity designated by the Union and the Employer.

All current employees hired after January 1, 1979 shall, as a condition of employment for the term of this Agreement, become and remain members of the Union in good standing or pay service fees to the Union equal to Union dues and pay initiation fees.

Employees hired after the effective date of this Agreement, shall as a condition of employment for the term of this Agreement, become and remain members of the Union in good standing or pay service fees to the Union equal to Union dues and initiation fees within thirty (30) days from date of hire.

Section 2. Checkoff

The Employer shall deduct and remit to the Union from each employee's wages the regular amount of Union dues and initiation fees or service fees for employees who have voluntarily agreed to a written assignment. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action by the Employer for the purpose of complying with foregoing provisions of this Article.

Section 3. Information

At the time of employment a copy of this Agreement which shall be printed by the Union shall be given to each employee. Within thirty (30) days after the execution of this Agreement the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement giving the names, classifications, date of employment and rates of pay.

The Employer will provide to the Union the following information no later than the 10th of each month in both hard copy and electronically

1. A list of new hires, including their name, home address, home phone number, classification, wage rate, shift, FTE, date of hire and social security number.
2. A list of terminations including name, home address, home phone number, classification, wage rate, department, shift, FTE and date of hire
3. A list of all bargaining unit members including name, home address, home phone number, wage rate, department, shift, FTE and social security number
4. The Employer will continue to send the Union copies of their monthly financial statements.

The Employer shall schedule one half hour of paid orientation time that is mutually agreeable to the Union and the nurse, for all new hires for the purpose of orientation to the Union. This one half-hour session shall be scheduled during the nurses initial orientation period and be conducted by the Union at a mutually agreeable time.

Section 4. Bulletin Boards

A. The Employer will provide to the Union a glass-enclosed locking bulletin board 36"H x 48"W located on the first floor, San Fernando Rd side of the hospital, adjacent to the time-clock.

B. The Union agrees it will not post materials that are derogatory of any of the Employer's sponsors, officers, executives, representatives, employees, the quality of patient or the Facility. The Employer agrees that it will not post materials that are derogatory of the Union, its officers or representatives.

Section 5. Union Staff Representatives

Duly authorized Union Staff Representatives shall be granted access at reasonable times to enter the Employer's facilities where covered employees are employed when such visits are necessitated by matters concerning the administration of this Agreement, observation of the conditions under which employees work and assistance of processing grievances. The Union Representative shall, upon arrival at the Employer's facility, notify the personnel director. No interference with the work of employees or the confidentiality of patients shall result from such visits.

Section 6. Union Stewards

The Employer agrees to recognize the Union Stewards duly appointed by the Union who may receive complaints and see that the terms of this Agreement are observed. The Union will notify the Employer of the names of all duly appointed Stewards. The Employer agrees that no employee will be discriminated against on account of membership or activity on behalf of the Union.

Section 7. Union Leave

One (1) Union member who becomes a paid staff member of the Union shall be granted an unpaid leave of absence up to one (1) year for Union business, patient care permitting. During such leave, the member's Medical Insurance premiums shall be paid to the Hospital by the Union and said member's seniority and accrual of benefits shall be suspended. Upon completion of the leave of absence, the employee will be returned to his/her former job, if available or to a comparable position in the same classification, shift and work hours. The employee shall provide Hospital with 30-days advance Notice of employee's anticipated return to work.

Upon 30 days notice from the Union, up to two (2) RNs will be granted an unpaid leave of up to two (2) weeks from work for the purposes of engaging in Union business including, but not limited to Union Conventions, meetings, conferences, and other activities, patient care permitting. The employee shall not suffer any loss of or benefits as a result of such leave.

Union leave shall not accumulate from year to year.

Section 8. Use of Facilities

The Employer shall use reasonable efforts to provide meeting facilities for Union members upon reasonable notice by the Union Representative.

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ARTICLE III - NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any covered employee or applicant for employment because of race, color, religion, national origin, sex, age, mental or physical handicap.

There shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work in the same or similar jobs.

ARTICLE IV – DISCIPLINE

The Employer shall have the right to discipline, suspend or discharge any Registered Nurse for just cause. Nurses shall have the right to have a Union Steward and/or Union Staff Representative present at any meeting called by management for the purpose of discipline of any employee. Notices of discipline shall be removed from an employee's personnel file twelve (12) months from the date giving rise to the discipline and shall be placed into a separate file and available upon request and/or subpoena to State and/or Federal Agencies. Supervisors shall not have access to such file for disciplinary or personnel actions.

ARTICLE V - GRIEVANCE AND ARBITRATION

Section 1 Definition

A grievance is defined as any alleged violation of the terms of this Agreement or a controversy as to its interpretation of application. All such grievances shall be settled promptly in the following manner: The Employer is obligated to conduct a thorough investigation before discipline is issued and to share all information with the appointed Union Steward, except in cases of gross misconduct or gross negligence witnessed by the Employer.

A. Step 1

A Nurse who believes he/she has a grievance shall discuss the matter with his/her immediate supervisor in an attempt to arrive at a satisfactory settlement. Either the employee or the supervisor may request the presence of the steward. The supervisor shall render a decision upon the grievance seventy-two (72) hours after discussing it with the aggrieved employee.

A grievance which is not settled in Step 1 shall be reduced to writing and filed with the department head within fifteen (15) days after the occurrence giving rise to the grievance or after the Nurse knows or should reasonably have known of said occurrence, on forms agreed upon by the Hospital and the Union. The grievance must be dated and signed by the Nurse or Nurses involved. Working day shall be defined as Monday through Friday.

Any grievance that is not reduced to writing, dated and signed by the Nurse or Nurses involved and filed with the Hospital within the time limits set forth above shall not be eligible for further appeal or consideration beyond Step 1.

B. Step 2

A grievance in this Step shall be discussed at a meeting among the department head, the steward, a Union Representative and the Nurse. The department head shall give his/her decision on the grievance in writing to the steward and the Nurse not later than seventy-two (72) hours after the meeting in this Step 2.

If the decision in Step 2 is not appealed to Step 3 within ten (10) working days after the Step 2 decision, the grievance shall be considered resolved at Step 2 and shall not be eligible for further appeal or consideration.

C. Step 3

Any grievance which has not been settled in Step 2 may be submitted by any party to arbitration before an arbitrator selected by the parties. In the event the parties are unable to agree on an arbitrator within ten (10) days after submission to arbitration in accordance with this section, a recognized agency which furnishes names of arbitrators shall be requested to submit a panel of at least five (5) qualified arbitrator from which an arbitrator shall be selected by the parties. In order for a grievance to be subject to arbitration, submission to arbitration shall be made by giving written notice to the other party not later than ten (10) days from the date of the decision given by

the Hospital in Step 2.

Section 2 Expense

The Hospital and the Union shall each bear the expense of preparing and presenting its own case.

Section 3 Powers of Arbitrator

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and shall be made in accordance with law. The decision of the arbitrator, within the limit herein prescribed, shall be final and binding on all parties to the dispute. The compensation of the arbitrator and his/her expenses incident to the arbitration shall be shared equally by the Hospital and the Union.

Section 4 Time Limits

All grievances and request for arbitration not filed with the Hospital in the time limits specified in this Agreement, or as mutually extended or waived, shall be barred for all purposes. Failure on the part of the Hospital to respond in a timely manner at any Step of the grievance procedure shall give the Union the right to appeal the grievance directly to the next Step of the grievance procedure. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article no matter what reason is advanced for any such failure. Any untimely grievance shall not be eligible for further consideration

ARTICLE VI – PERFORMANCE EVALUATIONS

A. Personnel Evaluations

All Registered Nurses shall be given opportunity to read and comment upon formal performance evaluations and any other material prior to the placement of such material in their personnel files. Copies shall be given to the Registered Nurse at the time such documents are issued. The nurse shall sign and date such material as proof of receipt only. Upon request, the Employer shall make available at reasonable intervals to a Nurse, her/his personnel file for review.

B. Performance Evaluations

The employer provides written performance evaluations periodically in accordance with policies and procedures established by the Employer.

If the nurse's supervisor is not a registered nurse, the assessment of the nurse's clinical skills will be provided by a supervisor who is a registered nurse. Reasonable efforts will be made to identify performance problems with the nurse before being documented in the performance evaluation.

Performance problems will be identified with the Nurse before being documented in the performance evaluation. Overtime issues and absenteeism will not be addressed in the evaluation unless either has been a repeated issue which has been previously identified for the RN.

A nurse will not be required to submit written comments in response to the performance evaluation. The supervisor or designee will meet with the nurse to present and discuss the written performance evaluation.

The performance evaluation will be placed in the nurse's personnel file and a copy provided to the nurse upon request.

ARTICLE VII – WEEKENDS

For the purpose of twelve (12) hour shift Nurses; a weekend shall be defined as hours between 7:00 P.M. Friday and 7:30 P.M. Sunday. The Employer shall schedule Nurses a maximum of two weekends per schedule. The Employer shall schedule Nurses to work alternate weekends. When modular scheduling permits, additional weekend shifts off will be granted based on seniority. Weekend pay provisions are contained in Article XIV (Hours of work, Scheduling and Overtime).

ARTICLE VIII - PROBATIONARY PERIOD

The probationary period of all employees shall consist of the first ninety (90) days of employment. Probationary employees shall be entitled to all rights and privileges under this Agreement except that their termination for any reason shall not be subject to the grievance procedure and arbitration provisions.

ARTICLE IX - SENIORITY

Section 1. Definition

Seniority shall mean an employee's length of continuous service with the Employer, less any unpaid leaves of absence in excess of sixty (60) days, unless specified otherwise pursuant to Article XV (Leaves of Absence).

Full and Part-time RNs working 20 or more hours per week who convert to Per Diem status shall have their seniority banked upon conversion. Such RNs who convert from Per Diem to Full-time or Part-time status shall be awarded bargaining unit seniority subject to the following conditions:

1. RN must be continuously employed for two (2) or more years.
2. Per Diem status must not exceed six (6) months.
3. Service credit and seniority shall not accumulate for the purpose of tenure increases, vacation, sick leave accumulation and other seniority rights while an RN is on Per Diem status.

Section 2. Layoff

Insofar as practicable, if after exercising every effort to avoid layoff in accordance with Article 9, Section 9, Job Security, it is necessary to conduct a layoff, then such layoff shall be undertaken as set forth below. It is the intent of the following provisions to protect the most senior employees in the case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

A. Definitions

1. Reduction – an involuntary, indefinite elimination of a position or hours that does not include House Convenience (Low Census).
2. Affected employee – the employee whose position is the subject of the reduction.

B. Implementation of Staff Reductions

If, after considering other alternatives, the Employer implements a reduction in force, the following order of reductions will occur:

1. Volunteers among an affected classification;
2. Temporary employees;
3. Per Diem, Supplemental or limited hours part-time employees;
4. Regular full-time and part-time employees.

Reductions will be conducted by job classification within the affected Department,. Within each job classification, reductions will occur by seniority as defined in Article IX, Seniority provided that, the remaining employees' abilities are adequate with reasonable orientation. In the event the application of

this section would result in unreasonable disruption of department operations, the Employer and Union agree to meet and bargain alternatives.

C. Notification:

Prior to implementing a reduction in force, the Employer will notify the Union and affected employees at least thirty (30) days prior to the effective date of the reduction, where possible, additional notice will be given. Upon request from the Union, the Employer will negotiate with the Union as required by law, or the collective bargaining agreement.

D. Alternative Arrangements

Upon mutual agreement, the Union and the Employer may agree to an alternative arrangement regarding reduction in force.

In the event of a reduction in force, the Employer will provide the Union with a minimum of thirty (30) days advance notice. A reduction in force shall be accomplished by classification on the basis of seniority. An employee or employees having the least amount of seniority shall be the first to be subject to layoff.

An employee who is to be laid off from an affected classification may exercise his/her seniority by displacing an employee having less seniority in an equal or lower level classification, provided the displacing employee is qualified to perform the job of the less senior employee to be displaced.

Section 3. Retention of Seniority

An employee who has transferred or being promoted from one job classification to another shall retain all accumulated seniority.

Non RN classifications that have promoted to an RN classification shall retain all accumulated seniority except for: call-offs, status transfers, modular scheduling preferences, vacation/holiday bidding, floating and shift transfers. This affects any employee hired into an RN position effective November 16, 1997.

Section 4. Recall From Layoff-Permanent Vacancies

Employees shall be recalled to work on the basis of inverse order of layoff. An employee on layoff status shall have re-hire rights for one (1) year from date of layoff.

An employee on layoff shall be offered the first available vacancy for which the employee is qualified to perform the work. An employee who accepts a position in another classification, shift or work area from which she/he was laid off shall be offered his/her prior classification-, shift and work area before the vacancy is offered to a less senior employee on the layoff list or to any other employee or new-hire in the event the layoff list is exhausted or has expired. An employee who rejects re-hire into a classification or shift not previously held at time of layoff shall remain on the layoff list. No new employee shall be hired, nor shall any employee be promoted, to fill a vacancy prior to offering the vacancy to the most senior employee(s) on the layoff list.

Section 5. Recall From Layoff-Intermittent Vacancies

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Nancy Kramer, CSR #8756

Intermittent work shall be offered, in the manner set forth in Section 4, to an employee(s) on the layoff list prior to the use of Per Diem, Registry or regular RNs working overtime. Registered Nurses from the layoff list who accept work shall be paid at the Per Diem rate of pay shown in Appendix "A". The acceptance or rejection of such work shall not affect an employee's standing on the layoff list and shall not affect seniority. The employee will not be eligible to benefits.

Section 6. Loss of Seniority

An employee covered by this Agreement shall lose all seniority rights for the following reasons:

Discharge for just cause

Voluntary resignation

Layoff beyond recall eligibility

Failure to return from layoff within three (3) weeks after having been notified by the employer by certified mail, return receipt, sent to the employee's last known address

Failure to contact the Employer within two (2) days regarding the reason for absence from work (except in a case of bonafide emergency)

Failure to return from an authorized leave of absence upon the conclusion of the authorized period

Section 7. Probationary Employee Seniority

An employee shall be considered probationary for the first ninety (90) calendar days from last date of hire. A probationary employee shall have no seniority rights, but shall acquire seniority rights from date of last hire upon completion of the probationary period.

Section 8. Layoff Notice

A full-time or part-time employee with more than one year of seniority shall be given a minimum of thirty (30) days written notice of layoff. The Employer agrees to provide health care coverage for an additional thirty (30) days after layoff.

When a regular full-time or regular part-time employee is displaced from his/her position as a result of an indefinite position elimination, and he/she is unable to identify another comparable position for which he/she is qualified, he/she shall be eligible for severance pay in accordance with the following schedule:

<u>Service</u>	<u>Severance</u>
a. At least 1 year through 3 years	2 weeks pay
b. At least 4 years through 6 years	3 weeks pay
c. 7 years +	4 weeks pay

Section 9 – Job Security

Plaintiff's Exhibit 6
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Patty Guebara
Nancy Kramer, CSR #8756

A. The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Employer will make every effort to avoid displacing employees (e.g. reduction in force, reduction in hours, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Employer will assist employees in identifying other job opportunities in other departments at the home facility, or at other facilities.

B. Joint Labor Management Committee/Workforce Planning Committee:

The parties shall advise each other in writing of the need to meet under the guise of the Joint Labor Management Committee. Employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings. Time spent at Committee meetings shall not be counted for the purpose of calculating entitlement to overtime.

The purpose of this Committee will be to develop procedures to meet the employment and income security commitments and to identify retention and recruitment issues facing the Employer. Such planning shall include such items as follows:

- i. Identifying current and anticipated vacancies;
- ii. Projecting changes in the delivery of healthcare at each Hospital;
- iii. Identifying retraining opportunities for employees at the Hospital;
- iv. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in classifications other than their own to avoid daily cancellations;
- v. Identifying cross-training opportunities to minimize involuntary daily cancellations;
- vi. Identify systems to support effective reassignment processes such as float pools, cross-training programs, employee lists by competencies;
- vii. Identifying new and creative recruitment sources;
- viii. Other opportunities to enhance recruitment, retention and retraining;
- ix. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared entities

C. Training and Upgrade Fund:

Plaintiff's Exhibit 6
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Patty Guebara
Nancy Kramer, CSR #8756

Upon ratification of the contract the Hospital shall meet with the Union to discuss and pursue options for providing an economic basis for training and re-training of Pacifica Hospital employees covered by this agreement.

Section 10. Job Vacancy Posting

All bargaining unit job vacancies will be posted for a minimum of seven (7) calendar days on each Nursing Station bulletin board. The Union will be emailed a copy of each posting on the day the job vacancy is posted.. A vacancy may be temporarily filled; however, a final decision to fill the vacancy will not be made until the conclusion of the posting period. Qualified bargaining unit applicants will be preferred over outside applicants. Employees who become licensed as RN's while at Pacifica Hospital shall be eligible to bid only for vacant, posted positions. New grads are required to remain in their current assignment for a period of six (6) months.

Per diem positions will be filled immediately based on hospital's need without posting for 7 days.

Core benefitted positions will not be replaced by per diem positions.

Section 11. Transfer Seniority-Vacancy Bidding

Employees who desire to promote or demote from one classification to another, to transfer from one work location to another or to transfer from one shift to another shall submit a written transfer request to the Nursing Office. Although transfer requests may be submitted at any time, transfer requests will be reviewed and acted upon at the close of the job-posting period referenced in Section 10. A transfer request shall be considered valid for a period not to exceed twelve (12) months from date of written request. If two (2) or more RNs request to transfer to the same vacancy, the RN who possesses the most seniority in the bargaining unit for those hired after November 15, 1997 shall be awarded the vacant position, provided the employee is qualified to perform the work.

Section 12. Involuntary Transfer-On Permanent Basis

Prior to effecting an involuntary transfer, the Employer will solicit volunteers. In the event it becomes necessary to transfer an employee involuntarily, from one workstation to another, the Employer will transfer the employee possessing the least seniority in the bargaining unit for those hired after November 15, 1997. No employee shall be transferred involuntarily from his/her shift to a different shift.

Section 13: Retention of Seniority

An employee who has transferred or being promoted from one job classification to another shall retain all accumulated seniority.

Employees that have been promoted to another classification shall retain all accumulated seniority except for: call-offs, modular scheduling preferences, vacation/holiday bidding, floating and shift transfers.

ARTICLE X - EDUCATION BENEFITS

Section 1. Eligibility

All full-time RNs with at least 180 days of service and all part time RNs with at least 18 months of service shall be eligible for education benefits. A part-time RN working less than twenty (20) hours per week shall be eligible after one and one-half (1 1/2) calendar years of employment to pro-rated benefit based on actual hours worked.

Employees participating in the Alternative Compensation Program shall be eligible to utilize the Education Benefits.

Section 2. Continuing Education Requirement

The Hospital shall review and maintain its current program of in-service education. The Employer's In-Service Director shall send a copy of each posted announcement of Employer provided educational classes to the Union. Effective November 15, 2000, the Employer shall use its best effort to schedule all mandatory education classes for eight (8) hours duration. In those instances where a class must be scheduled for four (4) hours or fewer, the Employer will attempt to schedule at least one class time to end at 6:30 PM so as to accommodate the sleeping schedules of night nurses.

RN shall be entitled to either \$800 per year tuition reimbursement for obtaining continuing education units (CEUs) to maintain RN Certificate or reimbursement for tuition, books, or fees for seeking an advance degree. In order to receive reimbursement the course of study must be of mutual benefit to the employee and the hospital. RNs attending CEU classes shall be required to provide in-service education and/or otherwise share such CEU information with other staff members.

Section 3. National Certification

RNs who desire to obtain or to maintain national certification are eligible to utilize the above mentioned paid education days and tuition reimbursement for that purpose. The Employer shall reimburse such employees for tuition costs and testing fees within the yearly cap.

Section 4. Conditions

In order to receive reimbursement, the employee must make advance application for such course and receive written approval for reimbursement from the Director of Nurses or his/her designee. The employee will pay for all courses and books and be reimbursed by the Hospital upon completion, provided the course is completed with a passing grade. If the course is to be offered at Pacifica Hospital of the Valley within ninety (90) calendar days of the request; and, if the RN's attendance for the Pacifica offered course is approved in advance, the RN shall be required to take the course at Pacifica to receive reimbursement. Reimbursement requests shall be submitted by the RN to the Education Department and date stamped in. All reimbursement will be provided within 30 days of submission.

Section 5. Seminars and Conferences

The Hospital may require staff to take specific courses or attend seminars or conferences for unit specific competencies for which special arrangements will be made. Such required training shall not reduce education days or tuition reimbursement provisions. *These trainings include but are not limited to ACLS, PALS, Neonatal Resuscitation, CPR, and EKG classes.*

Section 6. CE Classes and In-Service During Non-Work Hours

RNs will be paid a maximum of eight (8) hours/ per day from the benefits set forth in Section 2 of this Article, for Continuing Education courses taken on non-scheduled working hours. Educational pay for a scheduled work day shall be paid on the basis of eight (8) hours pay per day for those RNs scheduled for 8 hours and twelve (12) hours pay per day for those RNs scheduled for a 12 hour day. RNs attending a class on a scheduled day shall not be reimbursed for lost wages for that day. RNs attending mandatory classes will be paid for a minimum of 6 hours pay for a non-scheduled workday. Attendance at mandatory classes will not decrease the paid education leave days. Although RNs shall be paid for CE and in-Service attendance during non-scheduled working hours, this time shall not be paid at an overtime rate of pay, nor shall the time be considered as time worked for the purpose of computing overtime compensation.

ARTICLE XI UNION/MANAGEMENT COMMITTEE

A. Joint Labor Management Meetings

1. Purpose

There shall be a Joint Labor Management meeting bi-monthly with the Hospital CEO or designee and up to three (3) employer designees and up to four (4) representatives appointed by the Union. The Joint Labor Management meetings will be held for the purpose of reviewing, discussing, and resolving issues of mutual concern to the parties including, but not limited to, health, safety, staffing, and patient care. Additional meetings may be scheduled by mutual agreement.

2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of two hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

3. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article V, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article V, Grievance and Arbitration.

B. Health and Safety

1. Reporting Health Hazards by Employees

If any safety or health hazard is detected by an employee, the employee shall promptly report it in writing his (her) supervisor, with copy to the Hospital CEO. The Employer shall provide forms for such reporting or the employee may submit a written statement detailing the hazard that is dated and signed by the employee.

2. Union Notification

The Union shall promptly notify the Hospital CEO of any potential health and safety hazards, violations, or problems of which it is aware. Notification shall be dated and in writing.

2. Remedying Health or Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to its attention by employees or the Union.

3. In-Service

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

4. Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge and at an employee's request.

C. Dispute Resolution

1. Joint Executive Committee

At the request of either party, a difference of opinion between the representatives of the Labor Management Committee shall be referred to the Joint Executive Committee. This committee will be the exclusive means for resolving any such differences of opinion and shall be composed of:

- a. The President of the Union or designee and one (1) Union member
- b. Two (2) members of the Hospital's Management Team as designated by the Hospital CEO.

2. Meeting Purpose

A meeting shall be held within ten (10) days of the referral, unless the committee mutually agrees otherwise. The purpose of the meeting will be to jointly review the original problem presented by the Labor Management Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation and to begin joint explorations leading to resolution of the matter. The recommendation of the Executive Committee shall be reached within thirty (30) days of the committee's last meeting regarding the issue.

3. Selection and Qualifications of Neutral Third Party

In the event the Executive Committee is unable to reach agreement on a recommendation, a mutually agreed upon third-party neutral may be brought in to join the Committee. In the event the Executive Committee remains unable to resolve the issue, the third-party neutral shall decide the final resolution which will be implemented. In making a final decision on the issue presented to the Executive Committee, based on the information presented by the parties, the neutral third-party will be acting as a labor arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Employer may seek to vacate the decision pursuant to applicable state and federal laws.

The parties shall select a person to serve as third-party neutral/arbitrator with respect to an issue hereunder by soliciting a list of persons from the FMCS, AAA, or other similar governmental or non-governmental organizations, who meet the following criteria:

- a. At least five (5) years of experience as a Healthcare Professional or arbitration experience with patient services and acute care issues; and
- b. No current or prior employment by Pacifica Hospital of the Valley or SEIU or any of their divisions.

4. Impact on Other Units

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

Additionally, if the Employer grants any other union similar rights to resolve staffing disputes, it will make every effort to include in such contract a provision that is not the intent of the parties to make recommendations or resolutions that adversely impact any other bargaining unit including the Union.

Written agendas of matters to be discussed shall be provided by both parties no later than one (1) week before each scheduled meeting. If parties have no items for the agenda, the meeting shall be deemed canceled. Special meetings, in addition to the meetings provided above, may be requested by either party. Neither party shall refuse to meet, cancel or otherwise delay the Committee from meeting or resolving workplace issues. Both parties agree in the event of an unforeseen emergency the Committee Meeting may have to be rescheduled. Both parties agree to reschedule the Committee Meeting within a two (2) week period of time unless mutually agreed to extend that time frame.

D. Patient Care Committee

1. Composition

The Employer and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all Service Areas vary with census, acuity, and shift, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. In addition to any membership requirements for "patient care committee" set forth in Title XXII, the Employer will establish a committee comprised of at least 50% Staff Nurses, with a representative from each Service Area and at least three (3) representatives of the Employer selected by the Employer. A Union representative and a Human Resource representative may participate in Patient Care Committee meetings.

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ARTICLE XII – HOLIDAYS

Section 1. Paid Holidays

All employees covered by this Agreement shall, after thirty (30) calendar days of employment, will receive the following paid holidays:

New Year's Day	Labor Day	
	Thanksgiving Day	
President's Day	Christmas Day	
Memorial Day	Independence Day	(after year's
employment) <u>Effective 01/01/96</u>		

*Note: Between January 1 and January 1 for eligible employees who have completed their probationary period.

Section 2. Eligibility

In order to be eligible to receive holiday pay, an employee shall have worked the last regularly scheduled work day preceding and following the holiday, except if the employee was absent because of approved vacation, absence due to a bonafide illness which the Employer may request be certified by a statement from a medical doctor or authorized absence.

Section 3. Holidays Falling on Days Off or Vacation Period

When a holiday falls during an employee's regularly scheduled day off or during a vacation, the employee's next regularly scheduled work day shall be given off in lieu of the holiday, within sixty (60) days between Thanksgiving and New Year's, or thirty (30) days the rest of the year, or shall receive an additional vacation day at the employee's option.

Section 4. Holidays Worked

Employees who work on a holiday shall be paid at one and a half (1 ½) their regular rate of pay and shall receive one (1) holiday paid at employee's request or accrued in their Holiday bank.

Section 5. Part-time Employees

A part-time eight (8) hour or part-time twelve (12) hour employee working on a holiday shall receive a full eight (8) or twelve (12) hours pay, in addition to pay at his/her straight-time rate for hours worked.

Section 6. Accumulated Holiday Cash-out

Employees who opt to accumulate holidays must utilize the holidays during the anniversary year in which they occur, or within ninety (90) days of the expiration date of the anniversary year. In the event a holiday(s) is not taken during said time period, the employee shall be paid for the unused holiday hours.

Section 7. Seniority

In the event there are more requests for paid-holidays off than can be reasonably granted, the granting of paid-holiday time off shall be determined by seniority as defined in Article IX. An employee is limited in the exercise of his/her seniority to five (5) holidays per calendar year. An employee is further limited in the exercise of seniority when requesting Christmas and New Years to once every two (2) years.

In all cases when an employee is limited in the exercise of his/her seniority, the next most senior employee(s) request for the paid- holiday off shall be granted.

Holiday bidding shall be open for seniority consideration from February 1 to February 29 of each contract year.

The Union and the Employer continue to request the cooperation of employees to whenever possible informally resolve simultaneous holiday- off requests.

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ARTICLE XIII – VACATIONS

Section 1. Vacation Scheduling

Vacations shall, as far as possible, be granted at times most desired by the employees with preference being given to senior employees, as defined in Article IX, but the right to schedule an employee's vacation is reserved by the Hospital in order to ensure orderly and efficient operation. The Employer will use its best efforts to allow employees to utilize all accumulated vacation in one scheduled vacation period.

Section 2. Vacation Accumulation

Six (6) months service	One (1) week of vacation
One (1) year service	One (1) additional week of vacation.
Two (2) years service	Two (2) weeks of vacation
Three (3) years service	Three (3) weeks of vacation
Six (6) years service	Four (4) weeks of vacation
Ten (10) years service	Five (5) weeks of vacation

Section 3. Payment at Termination

Upon termination, an employee shall receive Payment for all accumulated and unused vacation and holiday time.

Section 4. Vacation Carryover

Vacation shall not normally accumulate for more than one (1) year. However, upon mutual written agreement with his/her Director of Nursing, an employee may be allowed to accumulate more vacation time. In order to provide opportunities for rest and relaxation, RNs are required to take a minimum of one (1) week accrued vacation time per year.

Section 5. Part-time Employees

Part-time employees shall accumulate vacation time based on actual hours worked.

Section 6. Pay Prior to Vacation Period

If written request is submitted to the Director of Personnel two (2) weeks prior to the commencement of vacation, the Employer shall pay the employee's accrued vacation pay before the employee leaves for vacation.

Section 7. Seniority

In the event there are more requests for the same or over-lapping vacation periods than can reasonably be granted, the granting of vacation requests will be determined on the basis of seniority as defined in Article IX. For requests involving the granting of vacation periods of one (1) week or longer, an employee is limited in exercising his/her seniority to two (2) times per calendar year. An employee is further limited

in the exercise of seniority for vacation requests covering Christmas or New Years to once every two (2) years.

In all cases when an employee is limited in the exercise of his/her seniority, the next most senior employee(s) request will be honored.

Vacation bidding involving the use of one (1) week or more of vacation shall be open for seniority consideration from February 1 to February 29 of each contract year.

The Union and the Employer continue to request the cooperation of Employees to whenever possible informally resolve simultaneous vacation-off requests.

Section 8. Accumulated Vacation Cash Out

Each employee shall have the option to converting to cash all unused vacation time. Payment shall be made to the employee by separate check at the time the employee receives his/her regular paycheck for the pay period in which his/her anniversary date occurs. The employee shall provide the Employer with two (2) weeks notice.

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ARTICLE XIV - HOURS OF WORK, SCHEDULING AND OVERTIME

Section 1. Definition

A workday shall consist of eight and one-half (8 1/2) consecutive hours of work, which includes a one-half (1/2) hour unpaid meal period.

Section 2. Schedules

Schedules shall be posted one (1) month in advance. Registered Nurses shall make schedule change requests a minimum of one (1) week in advance of the actual posting date. Subsequent requests for Schedule changes due to circumstances of which the employee was not aware, shall be granted or denied on the basis of the impact on the orderly operation of the work station (area). Consideration of such requests shall be on a first-come first-served basis.

The concept of modular scheduling, for all bargaining unit employees, shall be followed for the term of this Agreement. The Employer reserves the right to make reasonable adjustments to modular schedules.

When an RN position becomes vacant, the modular shift hours shall be available for bidding to be granted based on seniority.

Section 3. Rest Periods and Meals

Each nurse shall receive a fifteen (15) minute rest period for each four (4) hours worked. Nurses shall receive a one-half (1/2) hour meal period for each eight (8) hours worked.

Section 4. Overtime

A. The overtime pay of one and one-half (1 1/2) times the Nurse's regular rate of pay shall be paid for:

All hours worked in excess of eight (8) hours.

All hours worked in excess of forty (40) hours in a week.

All hours on the sixth (6th) consecutive day of work, except when such schedule results from the employee's request.

All hours worked on consecutive weekends worked when the Employer requires weekend worked

B. The overtime rate of pay of two (2) times the Nurse's regular rate of pay shall be paid for:

All hours worked in excess of twelve (12) hours in a 24 hour period.

All hours worked on the seventh (7th) consecutive day of work and each consecutive day thereafter except when such schedule results from the request of the employee.

C. Overtime provisions affecting twelve (12) hour shift employees are contained in Appendix B.

D. Call time for consecutive weekends worked that is not at an employee's request shall be paid at the double time rate of the regular rate of pay.

Section 5. Waiver

The overtime provisions above shall not apply in the event of overtime required as a result of a natural disaster or emergency situation.

Section 6. Premium for Additional Weekend Hours Worked Beyond Minimum Commitment

All hours worked on additional weekends beyond the Nurse's regular weekend commitment shall be paid per state mandated requirements. However, when, at the RN's request a customized module which includes consecutive weekends is granted, the RN shall not be eligible for double time pay.

Section 7. Non-Patient Care RN and Overtime

1. A non-patient care RN shall be entitled to volunteer to work in Service Areas in which they have competencies.
2. The Non-Patient Care RN may volunteer to make-up a flexed day at straight time in Service Areas in which they have competencies. They cannot displace a regularly scheduled Service Area RN in their area.
3. The non-patient care RN can volunteer for an overtime shift, but may not displace a Service Area RN on a 7th Day or Over-time shift.

In addition, a non-patient care RN can bump an LVN who has been called in to replace an RN, when the staff mix or ratios require an RN.

Section 8. Overtime Additional Hours

In the assignment of additional hours the Employer will first offer additional hours to Registered Nurses in order of seniority who would not incur overtime, then to Registered Nurses who have already completed a thirty-six (36) or forty (40) hour work week in the following order:

1. Regular full-time employees who have been cancelled in the work week.
2. Regular part-time employees who have been cancelled in the work week.
3. Regular part-time employees.
4. Per diems seeking to complete a 36 hour (40 hours for 8 hour per diems) schedule.
5. Regular full-time employees.
6. Regular part-time employees who have worked an full time (FTE) in the work week.
7. Per diems who have worked 36 hours in a work week.

ARTICLE XV - LEAVES OF ABSENCE

Section 1. Eligibility

All requests for unpaid leaves of absence by RNs shall be requested on the form provided by the Employer. In order to be eligible for a leave of absence, except leaves of absence due to illness, maternity or industrial injury or illness, an RN must have at least six (6) months of continuous service.

Section 2. Personal Leave

Personal Leaves of absence of thirty (30) days or less will not affect continuous service or benefit accrual or eligibility. Commencing with the thirty-first (31st) day of a personal leave, service credit shall not accrue for the purpose of seniority, tenure increases, vacation and sick leave accumulation or any other benefit where length of service is a condition of entitlement. The Employer shall continue its contribution toward the employee's benefit package (health, dental, vision and life) for the first thirty (30) days of such leave.

All accumulated and unused holiday and vacation time must be used prior to the commencement of a personal leave of absence.

Section 3. Leaves for Illness, Injury or Maternity

Leaves of absence for up to six (6) months due to illness, injury or maternity shall be granted for medical reasons if deemed necessary by a physician. Leaves of absence beyond six (6) months may be granted for justifiable reasons with the monthly approval of management. The Employer shall continue to pay premiums for medical, dental, vision and life insurance coverage for the first three (3) months of an approved leave of absence for illness, injury or maternity. Nurses who wish to continue these benefits beyond three (3) months, must make personal arrangements to assume payment of such benefits. Service credit shall continue for the entire period of absence due to illness, injury or maternity leave.

Section 4. Military Leave

Leaves of absence for military service shall be granted to all Nurses with full re-employment rights. In those cases where Nurses are in reserve status and serve an annual two (2) week commitment, vacation time may be granted during the leave of absence. In no case will leaves of absence with pay, other than vacation time, be granted for military purpose.

Section 5. Return from Leave

For all leaves of sixty (60) days or more, two (2) weeks written notification of a return from leave must be given the Employer.

Section 6. Industrial Leave

Leaves due to industrial illness or accident shall be granted and applied consistent with applicable laws and statutes governing workers compensation. Service credit shall continue during the entire period of a

leave of absence due to industrial injury. The Employer shall continue to pay premiums for medical, dental, vision and life insurance coverage for the first three (3) months of an approved industrial leave of absence.

Section 7. Bereavement Leave

When a death occurs in the immediate family of a Nurse, he/she shall be entitled to a leave with pay of up to twenty-four (24) hours for each episode. Immediate family shall be defined as spouse, domestic partner, mother, father, sister, brother, child, mother-in-law, father-in-law, legal guardian or legal ward, grandparents and grandchildren, son-in-law and daughter-in-law. An RN may utilize up to seven (7) days of accumulated sick leave to extend the paid funeral leave beyond three (3) days.

Additional leave without pay of up to thirty (30) days will be authorized for Nurses who have a death in the immediate family which occurs outside of the country. Such additional days may, at the Nurses option, be charged to accrued sick leave.

Section 8. Family Leave

1) Upon request of an employee, the employer shall grant up to four (4) months leave of absence due to the birth of a child or placement of a child with an employee in connection with the adoption of the child by the employee or to provide care due to a serious illness of a child, parent or spouse. Health and Welfare premiums shall continue to be paid by the employer during the first three (3) months of such leave, or combination of maternity and family leave. The employee shall retain and accumulate seniority during such period.

2) In order to be eligible for this form of leave, the employee must provide reasonable notice to the employer (if possible), be eligible for other benefits provided by the employer, and have at least six (6) months of continuous service. Also, an employee is entitled only to a total of four (4) months of such leave in any twelve (12) month period.

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ARTICLE XVI - SICK LEAVE

Section 1. Accumulation

Employees shall accumulate sick leave at the rate of up to nine (9) days per year. The Employer may make cash payment for sick leave accumulated in excess of twenty-four (24) days on the employee's anniversary date of hire. The Employer shall make cash payment for sick leave in excess of thirty (30) days on the anniversary date.

Paid sick leave shall not be considered as time worked for the purpose of computing overtime when the Employer requires hours in addition to those normally scheduled.

Accrued sick leave may be used for personal, medical, dental appointment, provided that the employee notifies his/her supervisor in writing at least one week in advance of the appointment, or to compensate for hours scheduled but not worked due to lack of work, or acts of God. Such sick leave must be utilized in increments of one hour.

Section 2. Integration of Benefits

If an employee is eligible for State Disability Insurance (SDI) benefits the Employer shall reduce paid sick leave by the amount of the SDI benefit the employee is eligible to receive so that combined SDI pay and sick payment total normal straight-time salary. The reduced amount of a sick leave payment shall be charged against the employee's earned sick leave. If an employee is eligible for Worker's Compensation-Insurance payments, the same method of integration with Employer- paid sick leave shall apply. Sick leave pay shall be paid in the appropriate pay period based on the Employer's best estimate of the amount of SDI benefits due the employee.

Section 3. Part-time Employees

Part-time employees shall accumulate sick leave in direct proportion to hours actually worked on a pro-rata basis based on actual hours during the preceding quarter. One day shall be accumulated for each 173.333 hours worked.

Section 4. Sick Leave Upon Termination

Upon termination, an employee with more than one (1) year service shall receive cash payment for any accumulated and unused sick leave in excess of six (6) days.

Section 5. Anniversary Date Sick Leave Cash-out

On the employee's anniversary date of hire, and employee who has been employed by the Hospital for more than one (1) year shall have the option of continuing to accumulate sick leave or being paid in compensation for all accumulated sick leave in excess of six (6) days.

Section 6. Jury Duty

Nurses required to report for jury services will be excused from work on days which she/he serves and shall receive for each such day of Jury Service, on days she/he otherwise would have worked, the difference between his/her regular straight time day's pay and the amount of jury pay. The Employee must show proof of jury service and the amount of jury pay. Furthermore, employees will receive a maximum of two weeks pay for Jury Duty once every two years.

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ARTICLE XVII - HEALTH AND SAFETY

Section 1.

The Employer will comply with applicable State and Federal laws and regulations relating to Occupational Safety and Health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer and to report promptly any safety or health hazard.

The employer will make reasonable effort to maintain all equipment in good working order and to supply equipment in an adequate amount necessary for the RN to fulfill his/her assigned functions.

The employer will provide adequate security personnel at all times. Such security personnel shall patrol the parking lot in an effort to eliminate vandalism and/or theft of employees' vehicles and shall escort employees to and from their vehicles upon request. The employer all provide additional security personnel as it determines to be necessary to assure safety during higher risk periods.

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ARTICLE XVIII - NO REDUCTION IN BENEFITS

No employee covered by this agreement shall, as a result thereof, suffer a reduction in wages or other benefits.

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ARTICLE XIX – WAGES

Section 1. Wages

Employees shall be paid the straight-time hourly rate of pay shown as Appendix "A" attached and made a part thereof, except that experienced New Hires may be hired at the one (1) year step.

These wage increases shall include the pass through monies provided by the State for the sub-acute units. It is the intent of both parties that all RNs in specific classifications noted in Appendix A shall be paid on the same wage scale insofar as possible. If the pass through monies provide for less than the increases provided in the contract, the RNs in the sub-acute units will still receive the same wages as those RNs assigned in the acute units. If the pass-through monies provide for greater salaries, then those RNs will receive a rate higher than RNs in the acute units. This contract has no effect on any retroactive monies due the sub-acute unit RNs

The pass through monies for the sub-acute units may be used to fund the Respiratory care differential. These monies may also be used to provide additional benefits to RNs on these sub-acute units. These included, but are not limited to, meal tickets.

Section 2. Tenure Increases

All Full-time and Part-time RNs working twenty (20) or more hours per week, shall receive step increases on the six (6) month, one (1) year, two (2) year, three (3) year, and four (4) year anniversary dates of hire. RNs working less than twenty (20) hours per week shall receive step increases based on hours worked (173.333) hours being equivalent to one (1) month service).

Section 3. Reporting Pay

An employee who reports to work on a scheduled workday shall be paid for a minimum of five (5) hours work or time worked, whichever is greater, except that an employee whose shift would have been less than eight (8) hours shall be paid for only those hours which were regularly scheduled.

An employee who reports to work during non-scheduled work hours at the request of the Employer shall be paid a minimum of four (4) hours work, except that if an employee's shift would have been less than eight (8) hours, he/she shall be paid a minimum of two (2) hours work.

Section 4. Shift Differential

For the term of this agreement nurses scheduled to work evening shift shall receive a shift differential at the rate of \$2.15 per hour, except that Per Diem RNs working the shift shall not be eligible for shift differential pay.

Nurses scheduled to work night shift shall receive a shift differential at the rate of \$3.15 per hour.

Evening shift hours are defined as hours from 3:00 p.m. through 11:30 p.m. Night shift hours are defined as hours from 11:00 p.m. through 7:30 a.m.

Hours subject to the payment of shift differential that result from shift overlap are not subject to payment at the higher night shift rate unless a Nurse works overtime (e.g. a Nurse working the day shift will not receive evening shift differential for work performed between 3:00 P.M. and 3:30 P.M. unless the nurse continues to work in an overtime status. If called back to work during the night shift, night shift differential will be paid for all night shift hours worked).

An RN who works an abnormal shift (e.g. 6:00 A.M. to 2:30 P.M. on 2M) shall be paid night shift differential for hours between 6:00 A.M. and 7:30 A.M. The differential will be pro-rated to an hourly amount and paid on all compensated hours.

Section 5. On-Call Pay

On-call pay shall be paid in all units for those RNs who voluntarily agree to take call.

Mandatory call shall be restricted to the OR and cannot be used to staff another unit. There shall be no mandatory call for a RN who is cancelled from a regularly scheduled day in the OR.

All Registered Nurses who volunteer to be placed on-call and all Operating Room Registered Nurses on-call shall be compensated at seven dollars (\$7.50) per hour for anytime spent on on-call status. Nurses shall receive one and one half (1½) times their regular hourly rate of pay for all hours actually worked during the stand-by period.

Nurses required to report to work during the stand-by period shall be paid a minimum of three (3) hours at the time and one-half rate of pay.

Section	6.	BHU	Crisis	Team
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On Call Nurses assigned for the crisis team shall be qualified to work independently as a crisis team nurse. This nurse shall maintain LPS certification for this facility. Nurses who volunteer for on-call assignments shall rotate by seniority. In the event a shift remains open, the employee may allow a qualified per diem RN to be on call for the shift. Nurses required to report for work while on call shall be paid a minimum of three (3) hours pay at 1 ½ times their regular rate of pay. The Employer will provide hospital cell phones for the BHU nurses for use when taking on-call assignments

Section 7. Out-Of-Class Pay

Any Nurse working eight (8) hours or more at a higher level classification at the Employer's request shall be paid at the higher rate of pay. Any Nurse, who at the request of the Employer, is temporarily assigned to a lower level classification, shall continue to receive her/his regular rate of pay.

Section 8. National Certification Bonus

A Nurse with two (2) or more years of service who obtains national certification shall, in the first (1st) payroll period in December of each year, receive a four-hundred-fifty (\$450) dollar bonus, provided that national certification is current. The Employer will provide a \$100 per year renewal fee.

Section 9. Neonatal Bonus

A Nurse with one (1) or more years of service who has completed a specialized neonatal ICU training course with clinical component shall, in the first payroll period in December of each year, receive a three-hundred (\$300) dollar bonus. This certification will be renewed every three (3) years.

Section 10. Respiratory Care Premium

A Nurse having successfully completed a Hospital-approved, specialized respiratory and tracheotomy care training course with clinical component shall be paid a three(3%)percent premium for all hours worked in the Subacute Units to which they are permanently assigned. The Employer will offer classes for certification prior to February 1, 1992 and will offer such classes at least annually thereafter.

Section 11. L&D On-Call

Nurses assigned on-call for L&D shall be qualified to work independently as L&D nurse. Such nurse shall maintain current certification in neo-natal resuscitation and proof of required fetal monitoring courses.

Nurses who volunteer for on-call shall rotate on-call assignments by seniority (starting with the most senior). Nurses may volunteer on-call for additional shifts. In the event a shift remains open the Employer may assign a qualified per diem RN to be on-call for the shift.

Nurses will receive beepers for their use on on-call days.

Nurses shall be compensated for on-call at the rate of seven dollars (\$7.50) per hour for anytime spent on on-call status. Nurses shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all hours actually worked during the stand-by period. Stand-by pay ceases when a nurse reports to work during the stand-by period.

Nurses required to report for work during the stand-by period shall be paid a minimum of three (3) hours at the time and one-half rate of pay.

Section 12. Clinical Ladder

Beginning **January 1, 2008** Union and management shall discuss and shall come to agreement on a clinical ladder for Pacifica RNs. The clinical ladder shall include steps of increasing competency, and shall include specific and measurable criteria for achieving each step.

Discussion and agreement shall include the number of steps and the specific criteria for each step. The parties shall come to resolution on the structure of the clinical ladder by **January 1, 2009**.

On **May 5, 2010** the parties agree to reopen the contract to discuss the following issue:

1. Changes to the wage scale to incorporate the agreed upon clinical ladder and the amount of each additional clinical ladder step increase.

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ARTICLE XX -- HEALTH AND WELFARE

Section 1. Continued Health Benefits

The Employer shall continue in effect its current HMO medical plan, dental plan, and optical plan or comparable plans as may be offered to other employees of the Hospital. The Employer shall also continue in effect a non-HMO medical plan which shall be subject to such modification and amendment as applicable to all other employees. There shall be no changes in coverage or benefit level except as may be agreed upon. In the event of any such modification or amendment, plan members will be given at least 30 days advance notice with opportunity to transfer to another medical plan without restriction or lapse in coverage.

The Employer will continue to provide Medical Benefits throughout the term of this Agreement. The Medical Plan will include a three-tier (3-tier) Prescription Plan and ED co-pay of \$50.00.

Section 2. Employee Contribution

For the term of this Agreement, the Employer will continue to fully pay the cost o, dental, optical, basic life insurance coverage.

For the term in this Agreement, the Employer will pay for employee's dependent coverage under the HMO. Employee contribution to HMO Health plan will be as follows

Employee Only.....	\$50 per month
One (1) dependent	\$100 per month

Employee + Family.....\$150 per month

For the term of this Agreement, the maximum employee contribution toward dependent coverage under medical, dental, and optical plans shall not exceed the amount of the contribution in effect on November 15, 2000.

Section 3. Open Enrollment

There shall be an open enrollment period of no less than thirty (30) days each plan year, and upon the termination of any health, dental, or optical plan, offered by the Employer.

Section 4. Life Insurance

The Employer shall continue in effect its current life insurance benefits, including supplemental and dependent life, for the term of this Agreement.

ARTICLE XXI - MEDICAL MALPRACTICE INSURANCE

The Employer will continue to cover for all acts in the course and scope of employment all Registered Nurses without charge with its medical malpractice insurance. The Employer will hold Registered Nurses harmless from any liability where the liability is imposed because of negligent acts of a Registered Nurse in the course and scope of employment.

ARTICLE XXII - NO STRIKE, NO LOCKOUT

Section 1. Strike

During the term of this Agreement or any period of extension, neither the Union, its members, nor any employee covered by the Agreement will call, sanction, or participate in any strike, stoppage of work, picketing, slow-down or concerted interruption of the function of the Employer whether or not the cause thereof was or was not subject to arbitration. If such action occurs, the Union shall make a reasonable effort to terminate such action; and if the Union does so, the Union will not be liable for damages to the Employer.

Section 2. Lockout

During the term of this Agreement or any period of extension, the Employer will not commence or continue a lockout of its employees.

Section 3. Judicial Relief

The Employer and the Union shall have the right to judicial relief, including injunctive relief, for violation of this Article.

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ARTICLE XXIII - SAVINGS CLAUSE

If any portion of this Agreement is, or shall at any time, be contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. If any provision of this Agreement is found to be in conflict with the laws of the State of California or the United States, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIV -MANAGEMENT RIGHTS

The Employer retains solely and exclusively, all rights, power and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by any expressed provision(s) of the Agreement.

Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer unless abridged by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its hospitals and clinics and personnel, to create, change, combine or abolish positions, departments and facilities in whole or in part, to discontinue work, subject to consideration of efficiency of operation for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to layoff; to establish schedules of operation and work and patient loads; to specify or assign work and decide which employees are qualified to perform work; to schedule and change work hours, shifts and days off, to adopt reasonable rules of conduct and safety rules, and penalties for violations thereof; and to determine the type and scope of work to be performed and the services to be provided; to determine methods, processes, means and places of providing service; to determine the location and relocation of facilities; and to effect technological changes.

ARTICLE XXV – TERM

This Agreement shall be effective June 1, 2010 and continue in effect to and including June 1, 2013.

This Agreement shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other party at least ninety (90) days prior to the expiration date.

ARTICLE XXVI - TEMPORARY PERSONNEL USAGE

Section 1. Overtime Sign-up

Subject to quality patient care, the Employer shall offer available overtime to bargaining unit employees prior to the utilization of registry personnel. The Employer shall maintain a sign-up list for those who wish to work overtime. Employees shall sign-up for voluntary overtime work, indicating the date and time of their availability. An employee who signs up for voluntary overtime work and refuses assignment when called, may be prohibited from sign-up for a period of two (2) weeks.

Section 2. Assignment of Overtime

In the assignment of additional hours the Employer will first offer additional hours to Registered Nurses in order of seniority who would not incur overtime, then to Registered Nurses who have already completed a thirty-six (36) or forty (40) hour work week in the following order:

1. Regular full time employees who have been cancelled in the work week.
2. Regular part-time employees who have been cancelled in the work week.
3. Regular part-time employees.
4. Per diems seeking to complete a 36 or 40 hour schedule.
5. Regular full-time employees.
6. Regular part-time employees who have worked an full time FTE in the work week.
7. Per diems who have worked 36 or 40 hours in a work week.

Section 2. Charge Nurse Assignment

In those instances when full-time and/or part-time employees are assigned to work with Per Diem and Registry Employees in the absence of the regular Charge Nurse, the Employer will assign Charge RN

Responsibility and pay to the full-time or part-time RN who is qualified and who possess the most seniority. In the event there is no qualified full-time or part-time RN, the Employer shall then assign responsibility and pay to the most qualified Per Diem RN.

Section 3. Charge Nurse Sub Acute

A Registered Nurse performing the duties of charge and taking the responsibilities of charge, shall receive charge nurse pay for that shift.

Section 4. Work Area Assignment

Subject to patient care consideration, when Registry and/or Per Diem Nurses are utilized, full-time and part-time RNs shall have preference with regard to work area assignment. However, a regularly scheduled Per Diem RN shall have preference in regard to work area assignment over full-time and part-time RNs

who are working overtime or hours or shifts in addition to those regularly scheduled. Per Diem RNs shall have preference with regard to work area assignments over Registry Nurses.

Section 5. Effect of Illness on Overtime

For the purpose of this Article only, in the event an RN has called in sick one (1) or more days of scheduled work days in his or her workweek in which voluntary overtime is sought, the RN shall be limited to straight time pay for the voluntary overtime shift worked. If the hospital requests the employee to work overtime, the overtime shift worked shall be paid at the applicable overtime rate of pay.

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ARTICLE XXVII - COPE CHECKOFF

The Employer shall honor contribution deduction authorization cards from its employees who are Union members in the following form:

I hereby authorize Pacifica Hospital of the Valley to deduct from my pay the sum indicated herein from each of my regular paychecks and to forward that amount to the SEIU Political Committee. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU Political Action Committee are not conditions of employment with Pacifica Hospital of the Valley or of membership in the Union and that the SEIU Political Action Committee will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

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ARTICLE XXVIII - JOB DESCRIPTIONS

The Employer and Union agree upon the current job descriptions utilized by the Company and supplied to the Union. In the event the Company desires to alter the content of a job title and/or its description, the Company will notify the Union regarding such changes and will bargain with the Union over their implementation. In the event the parties are unable to agree on the change, the Employer may implement such change. If the Union objects to said implementation, or contends that job titles or descriptions have been changed without notification, the Union may submit said questions to Article V Grievance and Arbitration, for final determination.

ARTICLE XXIX - JUDICIAL PROCEDURES

Nurses subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work on such days and shall receive, on days they otherwise would have worked, their regular pay.

ARTICLE XXX - STAFFING

Section 1. Floating

It is the intent of the employer to minimize the extent of incidental floating of RNs outside of their assigned Service Area.

The Union recognizes the Employer's need for staffing flexibility on occasion due to unanticipated changes in census and in patient acuity. Nurses may, from time to time, be called upon to float from their permanent assigned Service Area when no other personnel are available, during emergencies, or when excess personnel are assigned to a particular Service Area. In such circumstances the Employer may, subject to the provisions of Article XIX, Section 6, direct the temporary transfer of a qualified employee to another Service Area.

The "Service Areas" of the Hospital are as follows:

Surgical, CCU, Medical-Surgical, Emergency Department, Maternal Child Health, Sub-Acute & Behavioral Health (BHU).

"Surgical" Service Area includes:

Operating Room, Outpatient Surgery, GI Lab and Post Anesthesia Care Unit (PACU).

"Maternal Child Health" Service Area includes:

Labor & Delivery, Post-Partum, Nursery, and Pediatrics;

"Sub-Acute" Service Area includes:

Adult & Pediatric Sub-Acute.

Surgical Service Area Nurses will not be required to float. CCU Nurses will not be required to float. Emergency Department Nurses will not be required to float outside the ED. Maternal Child Health Service Area Nurses will not be required to float outside those areas. Medical Surgical Service Area (3M) RNs will not be required to float outside of 3M. Peds RNs will not be required to float outside of Maternal Child Health Service Area. Sub-Acute Nurses will not be required to float. BHU Nurses will not be required to float. Nothing shall prohibit a qualified RN from volunteering to float outside these designated areas.

RNs providing services outside of their Service Area shall be paid an additional one-dollar \$1.00 per hour, float pay, for each hour, or majority portion thereof, assigned to a Service Area other than their permanent Service Area. The Employer will not float RNs who have not been oriented to the Service Area and will not float Nurses who are not qualified to safely and adequately perform the job duties.

Newly hired RNs will be exempt from the seniority float provision for the first six (6) months of their employment.

All floating, and patient assignments while floating, shall be subject to RN competencies, and skills, as well as all federal and state laws and regulations (including Title XXII of the California Administrative Code).

- a. All RNs must complete a competency validation specific to the patients they are assigned, which shall be maintained in the unit for inspection by the staff.
- b. An RN's competency to float or take a patient assignment shall be based on competency validation.
- c. The affected RN should raise competency concerns about a float assignment with the Clinical Supervisor as they arise and thereafter act in accordance with the chain of command and the requirements of the RN's license and the provisions of Title XXII.
- d. In the event of a dispute regarding the RN's competency, such dispute will be subject to the grievance and arbitration procedure.

A 12-hour shift RN who floats to an 8 hours shift Service Area may request to go home after the completion of 8 hours and shall be paid for the time worked. Management consideration of this request shall depend on staffing needs.

Section 2. Nurse-to-Patient Ratios/Staffing

The employer and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all Service Areas vary with census, acuity, shift, the specialization of various areas, changes in the specialization of units, structural changes in delivery of patient services and qualitative changes in average acuity. SEIU and the Employer recognize that they have share interests on many matters including the importance of maintaining an appropriate level of staffing for patients.

- E. The Employer shall have a patient classification system based on assessment of patient needs in conformance with the requirement of the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) and Title XXII of the California Code of Regulations ('Title XXII'). Nothing in this Article is intended to conflict with or impose greater obligations than exist under the provisions of Title XXII relating to Patient Classification systems.
- F. The patient classification system used by the Employer for determining nursing care needs of individual patients shall:
 1. Reflect the assessment of patient requirements made by the RN, and
 2. provide for shift-by-shift staffing based on those requirements
- G. The system shall include, but not be limited to, the following elements:
 1. Individual patient care requirements, including the nursing process;
 2. The patient care delivery system;
 3. Standards of nursing practice; and
 4. The unique nature of the Employer's patient population.

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D. Hospital shall comply with State mandated ratios, attached as Exhibit I. In the event ratios are improved, new State ratio language shall apply.

E. Staff will be assigned or hired and oriented into define Service Areas. The “The Service Areas” of the Hospital are as follows:

- CCU
- Medical-Surgical
- Behavioral Health (BHU)
- Maternal Child Health
- Emergency Department
- Surgical
- Sub-Acute

“Maternal Child Health” Service Area includes:

Labor & Delivery, Post-partum, Nursery, and Pediatrics

“Surgical” Service Area, includes:

Operating Room, Outpatient Department, GI Lab and Post Anesthesia Care Unit (PACU).

“Sub-Acute” Service Area, includes:

Adult & Pediatric Sub-Acute (Neuro3, Neuro2 and Neuro 2S/PSA).

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F. The following represents a guideline that included census, acuity and safety for nurses and patients:

Service Area	Ratio
BHU Preceptor/Orientor	<u>1:6</u> Days: 1 chrg out of ratio 50:50 (RN:LVN) Nights: 1 chrg in ratio 50:50; <u>Mental health worker as per staffing matrix.</u> 1:5
CCU Preceptor/Orientor	1:2, 1:1 if criteria met. Charge nurse shall start the shift with no more than 1 patient and shall accept a second patient when necessary to cover in-house emergencies which occur during the shift. 1:1
Peds Preceptor/Orientor	1:3 add 1 C.N.A. with 4 th patient (50:50 RN to LVN ratio) One (1) Charge in ratio. 1:2
Medical Surgical (3M) Preceptor/Orientor Chemotherapy Renal Dopamine Ventilator Preceptor/Orientor	1:5 One charge nurse out of ratio, 55:45 RN to LVN ratio, C.N.A. as per staffing matrix as of ratification of this agreement. 1:4 1:3 1:2
ED	Core Staffing: Days: 4 RNs + 1 C.N.A. Nights: 4 RNs + 1 C.N.A.
Out patient Department	1:5 50:50 One charge nurse in ratio
Sub-acute Program 8. Adult 9. Pediatric	There are no mandated nurse patient ratios for sub-acute program. Title 22 requires 4.8 hours per patient per day of direct patient care. 1 Charge RN out of ratio (days and nights) for all sites.

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OB: the following staffing grid will be used

L&D	Postpartum	Nursery
1:2 Laboring Patients 1:1 Stages: II III w/complications MgS Drip	1:6 w/o complications 1:3 w/ complications 1:3 MgS Drip 1:4 couplets (One (1) RN per four (4) couplets (1 couplet = 1 mom + 1 baby)	1:6: Routine Care 1: 4 Newborn or under close observation

Census	RN	Census	RN	LVN	Census	RN	LVN
0-4	2	0-3	1	*	0-3	1	*
5-6	3	4-6	1	0.5	4-6	1	0.5
7-8	4	7-12	2	0	7-12	2	
9-10	5	13-15	2	1	13-15	2	1

Preceptor/Orienter assignment will be decreased by one patient.
The above minimum staffing will be adjusted based on acuity.

G. For all Service Areas:

- LVNS will not be substituted for RNs, when the staff mix or ratios require an RN.
- Charge-nurses will be in ratio with exception of Med-Surg (3M) (day & night shifts), Sub Acute (day & night shifts) & BHU (day shift). Charge Nurse in CCU shall accept a second patient when necessary to cover in-house emergencies which occur during the shift.
- Where staff are serving Preceptor for new grads, or orientor for new hires etc, the Preceptor's and Orienter's assignment will be modified, decreased by one patient.

All RNs shall be expected to take assignments within their Service Area and to provide services for which they have documented and demonstrated competency.

The Staffing Matrices for Med-Surg, BHU, Pediatrics are attached. The following is the Matrices for Subacute and Pediatric Sub-Acute:

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Pacifica Hospital of the Valley
Medical/Surgical Unit Staffing Matrix

<u>3M</u>	<u>Day</u>	<u>Shift</u>				<u>3M</u>	<u>Night</u>	<u>Shift</u>		
<u>Census</u>	<u>Chg RN</u>	<u>RN's</u>	<u>LVN's</u>	<u>C.N.A.'s</u>	<u>Sec'y</u>	<u>Census</u>	<u>Chg RN</u>	<u>RN's</u>	<u>LVN's</u>	<u>C.N.A.'s</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>		<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	
<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>		<u>2</u>	<u>1</u>	<u>1</u>	<u>0</u>	
<u>3</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>		<u>3</u>	<u>1</u>	<u>1</u>	<u>0</u>	
<u>4</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>		<u>4</u>	<u>1</u>	<u>1</u>	<u>0</u>	
<u>5</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>		<u>5</u>	<u>1</u>	<u>1</u>	<u>0</u>	
<u>6</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>		<u>6</u>	<u>1</u>	<u>2</u>	<u>0</u>	
<u>7</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>		<u>7</u>	<u>1</u>	<u>2</u>	<u>0</u>	
<u>8</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>		<u>8</u>	<u>1</u>	<u>2</u>	<u>0</u>	
<u>9</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>		<u>9</u>	<u>1</u>	<u>2</u>	<u>0</u>	
<u>10</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>		<u>10</u>	<u>1</u>	<u>2</u>	<u>0</u>	
<u>11</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>		<u>11</u>	<u>1</u>	<u>2</u>	<u>1</u>	
<u>12</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>		<u>12</u>	<u>1</u>	<u>2</u>	<u>1</u>	
<u>13</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>		<u>13</u>	<u>1</u>	<u>2</u>	<u>1</u>	
<u>14</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>		<u>14</u>	<u>1</u>	<u>2</u>	<u>1</u>	
<u>15</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>15</u>	<u>1</u>	<u>2</u>	<u>1</u>	
<u>16</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>16</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>
<u>17</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>17</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>
<u>18</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>18</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>
<u>19</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>19</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>
<u>20</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>20</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>
<u>21</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>21</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>22</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>22</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>23</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>23</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>24</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>24</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>25</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>25</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>26</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>26</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>1</u>
<u>27</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>27</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>1</u>
<u>28</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>28</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>1</u>
<u>29</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>29</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>1</u>
<u>30</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>30</u>	<u>1</u>	<u>3</u>	<u>3</u>	<u>1</u>
<u>31</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>31</u>	<u>1</u>	<u>4</u>	<u>2</u>	<u>1</u>
<u>32</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>32</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>1</u>
<u>33</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>33</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>1</u>
<u>34</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>34</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>1</u>
<u>35</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>35</u>	<u>1</u>	<u>4</u>	<u>3</u>	<u>1</u>
<u>36</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>2</u>	<u>1</u>	<u>36</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>1</u>
<u>37</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>2</u>	<u>1</u>	<u>37</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>1</u>
<u>38</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>2</u>	<u>1</u>	<u>38</u>	<u>1</u>	<u>4</u>	<u>4</u>	<u>1</u>

PLEASE NOTE: WHEN SPECIALTY PATIENTS ARE PRESENT (CHEMOTHERAPY, RENAL DOPAMINE INFUSION, OR VENTILATOR) THEY ARE STAFFED AT 1:3 AND THE OTHER PATIENTS AT THE 1:5 RATIO

Minimum staffing may be adjusted upward if justified by patient acuity

Effective ??????

BHU Licensed Staff

Census	Day Shift				Night Shift				Total # Staff	Total Hours	DPC
	Chg RN	RN	LVN	MHW	Chg RN	RN	LVN	MHW			
1	1	0	1	0	1	0	1	0	4	48	48.0
2	1	0	1	0	1	0	1	0	4	48	24.0
3	1	0	1	0	1	0	1	0	4	48	16.0
4	1	0	1	0	1	0	1	0	4	48	12.0
5	1	0	1	0	1	0	1	0	4	48	9.6
6	1	0	1	0	1	0	1	0	4	48	8.0
7	1	0	1	0	1	0	1	0	4	48	6.9
8	1	0	1	0	1	0	1	0	4	48	6.0
9	1	1	1	0	1	1	1	0	6	72	8.0
10	1	1	0.7	1	1	1	1	1	7.7	92.4	9.2
11	1	1	0.7	1	1	1	1	1	7.7	92.4	8.4
12	1	1	0.7	1	1	1	1	1	7.7	92.4	7.7
13	1	2	1	1	1	2	1	1	10	120	9.2
14	1	2	1	1	1	2	1	1	10	120	8.6
15	1	2	1	1	1	2	1	1	10	120	8.0
16	1	2	1	1	1	2	1	1	10	120	7.5
17	1	2	1	1	1	2	1	1	10	120	7.1
18	1	2	1	1	1	2	1	1	10	120	6.7
19	1	2	2	1	1	2	2	1	12	144	7.6
20	1	2	2	1	1	2	2	2	13	156	7.8
21	1	2	2	1	1	2	2	2	13	156	7.4
22	1	2	2	1	1	2	2	2	13	156	7.1
23	1	2	2	1	1	2	2	2	13	156	6.8
24	1	2	3	1	1	2	2	2	14	168	7.0
25	1	2	3	2	1	2	2	2	15	180	7.2
26	1	2	3	2	1	2	2	2	15	180	6.9
27	1	2	3	2	1	2	2	2	15	180	6.7
28	1	2	3	2	1	2	3	2	16	192	6.9
29	1	2	3	2	1	2	3	2	16	192	6.6
30	1	2	3	3	1	2	3	2	17	204	6.8
31	1	3	3	3	1	2	3	2	18	216	7.0
32	1	3	3	3	1	2	3	2	18	216	6.8
33	1	3	3	3	1	2	3	2	18	216	6.5
34	1	3	3	3	1	2	3	2	18	216	6.4
35	1	3	3	3	1	2	3	2	18	216	6.2
36	1	3	3	3	1	2	3	2	18	216	6.0

Pacifica Hospital of the Valley
 Pediatric Staffing 2007

Census	Chg RN	RN	LVN	C.N.A.		Chg RN	RN	LVN	C.N.A.	Total # Staff	Total Hours	DPC
1	1	0	0	0		1	0	0	0	2	24	24.0
2	1	0	0	0		1	0	0	0	2	24	12.0
3	1	0	0	0		1	0	0	0	2	24	8.0
4	1	0	0	1		1	0	0	1	4	48	12.0
5	1	0	1	0		1	0	1	0	4	48	9.6
6	1	0	1	0		1	0	1	0	4	48	8.0
7	1	1	1	0		1	1	1	0	4	48	6.9
8	1	1	1	0		1	1	1	0	4	48	6.0
9	1	1	1	0		1	1	1	0	6	72	8.0
10	1	1	1	0		1	1	1	0	6	72	7.2
11	1	1	1	0		1	1	1	0	6	72	6.5
12	1	1	1	0		1	1	1	0	6	72	6.0
13	1	1	2	0		1	1	2	0	8	96	7.4
14	1	1	2	0		1	1	2	0	8	96	6.9
15	1	1	2	0		1	1	2	0	8	96	6.4
16	1	1	2	0		1	1	2	0	8	96	6.0
17	1	2	2	0		1	2	2	0	10	120	7.1
18	1	2	2	0		1	2	2	0	10	120	6.7
19	1	2	2	0		1	2	2	0	10	120	6.3
20	1	2	2	0		1	2	2	0	10	120	6.0

DPC = 7

Requires 4 RN/day x 12 = 48 672 + 20% = 11.2 FTE

Requires 1 LVN/day x 12*14 = 168 + 20% = 2.8 FTE

Pacifica Hospital
 Adult Neuro

May 10, 2004									
Census	Chg RN	RN	LVN	Chg RN	RN	LVN	Total Hrs	Lic DPC	
1	1	0	1	1	0	1	48	48.0	
2	1	0	1	1	0	1	48	24.0	
3	1	0	1	1	0	1	48	16.0	
4	1	0	1	1	0	1	48	12.0	
5	1	0	1	1	0	1	48	9.6	
6	1	0	1	1	0	1	48	8.0	
7	1	0	1	1	0	1	48	6.9	
8	1	0	1	1	0	1	48	6.0	
9	1	0	1	1	0	1	48	5.3	
10	1	0	1	1	0	1	48	4.8	
11	1	0	2	1	0	1	60	5.5	
12	1	0	2	1	0	1	60	5.0	
13	1	0	2	1	0	2	72	5.5	
14	1	0	2	1	0	2	72	5.1	
15	1	0	2	1	0	2	72	4.8	
16	1	0	3	1	0	2	84	5.3	
17	1	0	3	1	0	3	96	5.6	
18	1	0	3	1	0	3	96	5.3	
19	1	0	3	1	0	3	96	5.1	
20	1	0	3	1	0	3	96	4.8	
21	1	0	4	1	0	3	108	5.1	
22	1	0	4	1	0	3	108	4.9	
23	1	0	4	1	0	4	120	5.2	
24	1	0	4	1	0	4	120	5.0	
25	1	0	4	1	0	4	120	4.8	
26	1	0	5	1	0	4	132	5.1	
27	1	0	5	1	0	4	132	4.9	
28	1	0	6	1	0	4	144	5.1	
29	1	0	6	1	0	5	156	5.4	
30	1	0	6	1	0	5	156	5.2	
31	1	0	6	1	0	5	156	5.0	
32	1	0	6	1	0	5	156	4.9	
33	1	0	7	1	0	5	168	5.1	
34	1	0	7	1	0	5	168	4.9	
35	1	0	7	1	0	6	180	5.1	
Census	Chg RN	RN	LVN	Chg RN	RN	LVN	Total Hrs	Lic DPC	
36	1	0	7	1	0	6	180	5.0	
37	1	1	7	1	0	7	192	5.2	
38	1	1	7	1	0	7	192	5.1	

39	1	1	7	1	0	7	192	4.9	
40	1	1	7	1	0	7	204	5.1	
41	1	1	7	1	0	7	204	5.0	
42	1	1	7	1	0	7	204	4.9	
43	1	1	8	1	0	8	216	5.0	
44	1	1	8	1	0	8	216	4.9	
45	1	1	8	1	0	8	216	4.8	5.7
46	1	1	8	1	0	8	228	5.0	
47	1	1	8	1	0	8	228	4.9	
Preceptor/Orientor – decrease assignment by one patient									
Management HRS:									
40 HRS MDS									
80 HRS Activities									
20 HRS Admission Director									
40 HRS Case Management									
160 HRS Social Services									
40 HRS Clinical Director									
224 HRS RNA									
568 HRS total /14 =40.5 HRS/pt days									

ADC = 45

Requires 3 RN x 12 x 14 = 504 + 20% = 8.4 FTE

Requires 15 LVN x 12 x 14 = 2520 + 20% = 42 FTE

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Patty Guebara
Nancy Kramer, CSR #8756

Pacifica Hospital of the Valley
Pediatric Subacute

Census	RN HRS	LVN HRS	C.N.A. HRS		RN HRS	LVN HRS	C.N.A. HRS	Total Hours	DPC	Unlic DPC
1	12	0	4		12	0	0	24	24.0	4.0
2	12	0	8		12	0	0	32	12.0	4.0
3	12	0	8		12	0	4	36	8.0	4.0
4	12	0	8		12	0	8	40	6.0	4.0
5	12	4	12		12	0	8	48	5.0	4.0
6	12	8	12		12	0	12	56	5.3	4.0
7	12	8	12+4		12	6	12	66	5.1	44.0
8	12	8	12+8		12	8	12	72	5.0	4.04.0

Preceptor/Orientor – decrease assignment by one patient.

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Nancy Kramer, CSR #8756

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ARTICLE XXXI - CALL-OFF

The Employer shall continue to provide cross training for RN's who request such training, outside his/her float area for those RNs who have demonstrated competency in their current assignments. Nurse's who volunteer to cross train after November 16, 1994, are required to float once they are qualified and trained, providing there will also be a cancellation in their area of expertise. Prior to requiring an RN to float the Employer shall first solicit volunteers. In the event no one volunteers, the least senior nurse who has requested such training, shall be floated. In no event shall an RN be in voluntarily floated to ER as the charge nurse. RN's who received training prior to November 16, 1994, may volunteer, but, are not required to float outside of their float area.

An RN may be called-off from work for reasons of intermittent and temporary lack of work, provided a minimum of two (2) hours advance notice to call-off is given. A call-off may occur from an RNs regularly scheduled shift or from a shift assigned pursuant to the provisions of Article XXVI (Temporary Personnel Usage).

In the event a call-off becomes necessary, the call-off shall be effectuated in the following order:

1. Registry RNs
2. Bargaining unit RNs scheduled to work an additional shift pursuant to Article XXVI
3. Bargaining unit Per Diem employees.
4. Full-time and part-time bargaining unit RNs. Call-off shall be based on seniority and float area.

No RN who possesses seniority and who is qualified and oriented to perform work on a shift in which a call-off is necessary shall be called-off while a less senior RN is provided work within those areas that an RN is required to float as referenced in Article XXX – Staffing, Section 1- Floating.

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ARTICLE XXXII – SUCCESSORSHIP

The Employer shall inform any prospective buyer of the existence of this Collective Bargaining Agreement; and, that this Agreement, in the event of sale, merger or other transfer of title, shall be binding upon the parties, their successors or assigns and upon any person, party, partnership or corporation that may take over the ownership and/or management of the hospital. The Employer shall be responsible for any damages incurred by failure to fulfill its obligation contained herein.

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ARTICLE XXXIII - HEPATITIS 'B' VACCINE

The Employer agrees to provide, effective immediately, at no cost to the employee, hepatitis 'B' vaccine when and where recommended by the Employee Health Nurse.

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ARTICLE XXXIV - TAX DEFERRED RETIREMENT SAVINGS PLAN

The employer will continue to maintain a voluntary tax deferred retirement savings plan authorized by the Internal Revenue Code (I.R.C).

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ARTICLE XXXV - PAYCHECKS

All overtime pay, on-call pay and call-back pay shall be shown separately on the pay stub. RNs may advise the designated Employer payroll representative concerning her/his desired method of tax treatment for these amounts, subject to available legal options.

Within 90 days of the effective date of this Agreement all vacation and sick leave accumulation shall be shown separately on the pay stub.

Paycheck errors shall be corrected as soon as possible, but, in no event later than ten (10) days after the end of the payroll period.

ARTICLE XXXVI – PATIENT SAFETY

We agree that improving the quality of care delivered to our patients requires significantly increasing the reporting actual errors and “near misses”. It is recognized that the reporting of such errors can only improve if employees are assured that punitive discipline is not seen as the appropriate choice to handle most errors. We must jointly create a learning environment which views errors as an opportunity for continued, systematic improvement. This environment must encourage all employees to openly report errors or “near misses” and participate in analyzing the reason for the error and the determination of the resolution and corrective action needed to prevent reoccurrence.

The reporting system will include the following components:

- Reporting of errors, with systematic, standardized analysis of errors and near misses.
- Communication of learning to help make needed policy and procedure changes.
- Confidentiality of involved employees unless prohibited by statute or law.
- Involvement of staff in error analysis and/or resolution.
- Making reporting a positive experience.
- Training and education programs that enhance skills and competency to help prevent future errors.
- Maintenance of the integrity of privileged information.
- Ability to collect and trend data across the hospital.

Information regarding errors reported through this system will be handled through the Labor Management Committee approved issue resolution/corrective action process and will not be used as the basis for discipline except in rare cases when punitive discipline is indicated such as the employee:

- Was under the influence of drugs or alcohol.
- Deliberately violated rules or regulations.
- Specifically intended to cause harm.
- Engaged in particularly egregious negligence.

Reporting through this system does not relieve the employee of the responsibility to report actual and “near misses” on a Hospital Variance Report.

ARTICLE XXXVII – STAFF MEETINGS

Each month two staff meetings will be held at 0730 on two separate days, to allow for maximum unit participation. There will be an agenda. Minutes will be provided. Staff who is unable to attend the meeting, shall be required to review the minutes and shall be responsible for their content.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized agents on the ____ day of _____, _____.

For The Employer

PACIFICA HOSPITAL OF THE VALLEY

For The Union

SEIU Local 121 RN, AFL-CIO

APPENDIX A COMPENSATION

SECTION 6 WAGES

Bargaining Unit RNs assigned to the following service area will receive an additional specialty pay of three percent (3%).

- Medical – Surgical (3M)

Economics Reopener

A reopener on September 1, 2011 to revisit the financial progress of the hospital and to renegotiate economics.

SECTION 6. HOURLY WAGES

	Start	6 mos.	1 year	2 years	3 years	4 years
6/1/2004 Staff	28.79	29.51	30.19	31.75	33.33	34.98
6/1/2005	30.23	30.98	31.70	33.34	34.99	36.72
6/1/2006	31.74	32.53	33.28	35.01	36.74	38.56
6/1/2004 Charge/Critical Care	30.19	30.96	31.75	33.33	34.98	36.73
6/1/2005	31.70	32.51	33.34	34.99	36.72	38.57
6/1/2006	33.28	34.14	35.01	36.74	38.56	40.49
6/1/2004 Critical Care Charge	31.75	32.50	33.32	34.98	36.73	38.56
6/1/2005	33.34	34.12	34.98	36.72	38.57	40.48
6/1/2006	35.01	35.83	36.73	38.56	40.49	42.51
6/1/2004 New Grad	27.94 Staff					
6/1/2005	29.34					
6/1/2006	30.80					
6/1/2004	29.34 Charge/Critical Care					
6/1/2005	30.80					

6/1/2006	32.34
6/1/2004	30.79 Critical Care Charge
6/1/2005	32.33
6/1/2006	33.94
6/1/2004 Per Diem 1 year	37.96 Staff
6/1/2005	39.68
6/1/2006	41.85
6/1/2004	39.68 Charge/Critical Care
6/1/2005	41.66
6/1/2006	43.75
6/1/2004	41.55 Critical Care Charge
6/1/2005	43.63
6/1/2006	45.81
6/1/2004 Per Diem 2 year	39.66 Staff
6/1/2005	41.64
6/1/2006	43.72
6/1/2004	41.65 Charge/Critical Care
6/1/2005	43.74
6/1/2006	45.92
6/1/2004	43.71 Critical Care Charge
6/1/2005	45.90
6/1/2006	48.20

Alternate Compensation Program Hourly

	Start	6 mos.	1 year	2 years	3 years	4 years
6/1/2004 Staff	34.55	35.43	36.25	38.07	39.99	41.96
6/1/2005	36.27	37.20	38.06	39.98	41.99	44.06
6/1/2006	38.09	39.06	39.96	41.98	44.09	46.26
6/1/2004 Charge/Critical Care	36.25	37.17	38.08	39.99	41.96	44.07
6/1/2005	38.06	39.03	39.99	41.99	44.06	46.27
6/1/2006	39.96	40.98	41.99	44.09	46.26	48.59
6/1/2004 Critical Care Charge	38.08	39.00	39.97	41.96	44.07	46.23
6/1/2006	39.99	40.95	41.97	44.06	46.27	48.54
6/1/2007	41.99	42.99	44.07	46.26	48.59	50.97

(ACP) Alternative Compensation Program

ACP shall be an available option for all regular full and part time RNs. The hourly rate shall be paid at one hundred and twelve (112%) percent of the applicable tenure step. Employees opting for ACP status shall not be eligible for benefits such as longevity pay, health, dental, optical, life, or paid time off (Employees will be eligible for the Yearly Bonus based on compensated hours). Such Nurses shall be entitled to unpaid days off in an amount equal to the paid time off they would otherwise be eligible to receive based on their tenure and status. Employees may opt into or out of this program only during the yearly open enrollment program period

*Note: A New Grad is a Nurse whose educational preparation is completed and who has successfully passed the State Board Licensing examination and presents a valid license. Nurses having no Registered Nurse experience hired as Permittees shall be paid in accordance with the applicable New Grad salary rate shown upon obtaining licensure. The employee's anniversary date shall be the date of hire as a Permittee employee. Upon completion of one (1) year's service, the employee shall be paid in accordance with the appropriate classification shown above at the one (1) year Step Level.

*Note: All Nurses hired at or below the start rate shall move to the six (6) monthly Step upon completion of six (6) months of service from date of hire.

*Note: All newly hired Per Diem employees shall be paid twenty-five (25%) percent above either the one year step or the two year step at the option of the Hospital. Upon request the Hospital shall inform the Union of the criteria used in determining the base step.

All Per Diem RNs shall be paid at twenty-five (25%) percent above the one (1) or two (2) year rates of pay. (Replaces former 1987 Side Letter).

Per Diem RNs hired at the one (1) year rate based on prior experience shall be moved to the two (2) year rate upon attaining the experience level required for initial hire at the two (2) year rate. All Current Per Diem R.N.s who have attained the experience required for initial hire at the two (2) year rate shall be paid at the applicable two (2) year rate shown in Appendix "A".

SECTION 7. CRITICAL CARE AREAS

Critical Care areas shall be defined as CCU, OR, PACU, L & D, ER and Psych when the 5150 program is instituted.

SECTION 8. LONGEVITY PAY

Nurses shall receive longevity pay on the basis of years of service as an employee of Pacifica Hospital according to the following schedule:

Effective November 16, 1990

Five (5) years of service 50 cents per hour
Each year thereafter, the employee will receive ..10/hr.
Example: Six (6) years of service .60 cents per hour
Ten (10) years of service \$1.00 per hour.

Longevity pay rates shall be paid in addition to the base hourly rates.

SECTION 9. FLOAT BONUS

RNs not permanently assigned to a work area shall be paid one (\$1.00) dollar per hour in addition to the applicable base rates of pay established in Section 1 above.

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APPENDIX "B"

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Section 1. Applicability of Appendix "B"

Appendix "B" is applicable to twelve (12) hour shift employees and only to said employees. Appendix "B" is not intended to modify any provision of this Agreement except as stated herein. Twelve (12) hour shift employees are covered by the Agreement except as specifically modified by Appendix "B".

Section 2. General Provisions

An RN's participation in a twelve (12) hour shift schedule shall be voluntary. Twelve (12) hour shift employees scheduled to work three (3) shifts shall be considered full-time employees and shall accrue seniority and benefits accordingly unless specifically modified by Appendix "B".

Section 3. Overtime

- A. The overtime rate of pay of one and one-half (1 1/2) times the Nurse's regular rate of pay shall be paid for:

All consecutive hours worked in excess of twelve (12) hours.

All hours worked in excess of forty (40) hours in a week, except when such schedule results from the request of the employee.

All hours worked in excess of four (4) hours on the fourth (4) consecutive day worked after three (3) twelve hour days, except when such schedule results from the request of the employee.

All hours worked on consecutive weekends worked when the employer requires weekend work.

- B. The overtime rate of pay of two (2x) times the Nurse's regular rate of pay shall be paid for:

All consecutive hours worked in excess of twelve and one-half (12 1/2) hours.

All hours worked on the fifth (5th) consecutive day of work, except when such schedule results from the request of the employee.

Sixth(6th) and seventh (7th) consecutive days worked in one week will be computed per State Labor Laws.

Section 4. Educational Benefits

Educational pay shall be paid on the basis of twelve (12) hours pay per day for a scheduled work day. Paid Education Leave shall not be considered as time worked for purposes of computing overtime.

Section 5. Bereavement

Bereavement pay shall be paid to a maximum of twenty-four (24) hours pay or three days off with twenty four (24) hours pay for each episode.

Section 6. Sick Leave

Sick leave shall accumulate at the rate of eight hours per month up to 72 hours per year. Employees may utilize twelve (12) hours sick pay per day of illness.

Section 7. Vacation

Employees shall receive vacation pay on the following basis:

Six (6) months service	Forty (40) hours vacation
One (1) year service	Additional forty (40) hours
Two (2) years service	Eighty (80) hours vacation
Three (3) years service	One hundred-twenty (120) hours
Six (6) years service	One-hundred-sixty (160) hours
Ten (10) years service	Two hundred (200) hours

Employees may utilize twelve (12) hours vacation pay for each day of vacation utilized. All hours paid for vacation, sick, holiday and other non-working hours of all employees will be paid at the base hourly rate of the employee.

Section 8. Hours of Work

A workday shall be twelve and one-half (12 1/2) consecutive hours of work, which includes a one-half (1/2) hour unpaid meal period.

A work week shall be thirty-six (36) hours of work.

Section 9. Shift Differential

For the term of this agreement:

Nurses who work the day shift shall receive an additional seventy two (\$.72) cents per hour for all compensated hours.

Nurses who work the night shift shall receive a shift differential at the rate of three dollars and fifteen (\$3.15) cents per hour.

Day shift Per Diem RN's shall not be eligible for shift differential pay.

Section 10. Reporting Pay

An employee who reports to work on a scheduled workday shall be paid for a minimum of six (6) hours work or actual time worked, whichever is greater.

An employee who reports to work during non-scheduled work hours at the request of the Employer shall be paid a minimum of four (4) hours work.

Section 11. Holidays

A twelve (12) hour shift employee shall have the same holiday options as the eight (8) hour shift employees. Holiday pay for twelve (12) hour shift employees shall be paid on the basis of twelve (12) hours pay.

Section 12. Continuing Twelve (12) Hour Shifts

Twelve (12) hour shifts currently scheduled in various areas of the Hospital will continue to be scheduled for the duration of this Agreement.

Appendix C

National Certification Bonus

RNs who receive or renew their National Certification shall receive a \$450 bonus per year plus a maximum of \$100 per year toward the renewal fee for such certifications. Unused renewal fee moneys may be carried over and added to the yearly benefit for the term of the agreement. However, no RNs shall receive more than the actual cost of certification renewal.

BSN Bonus

A \$1000 bonus shall be paid to each full-time RN (\$500 part time) on the anniversary date have completed and are awarded a Baccalaureate of Science Degree in Nursing (BSN) one time only (not every year)..

This BSN degree must meet the following conditions. The BSN degree must be from one of the six regionally recognized organizations equivalent to the Western Association of Schools and Colleges (WASC).

SIDE LETTERS OF UNDERSTANDING IN EFFECT

1. Reporting Pay

The Reporting Pay provisions of the Agreement are intended to cover all instances when an employee reports to work, including instances when an employee is called back to work or called into work prior to the Nurse's regularly scheduled shift.

It is further intended that in instances when an employee reports to work at times other than regularly scheduled working hours, the overtime provision of the contract shall be extended a full twenty-four (24) hours from the time the employee reports back to work. (Agreement reached in 1981 negotiations).

2. Job Descriptions

The job descriptions for Bargaining Unit RNs currently in use are agreed upon with the following understanding:

- 1.) There shall be a Charge Nurse assigned to each floor and each unit on each shift.
- 2.) Charge Nurses shall interpret hospital nursing policies only.
- 3.) Nurses shall provide clinical supervision only. Nurses shall not evaluate (prepare performance evaluations) for other employees.
- 4.) Nurses shall perform any and all other appropriate duties delegated by the immediate Supervisor. Disputes are subject to the grievance and arbitration provisions of the Agreement.

(Agreement reached in 1981 negotiations; underlined portion agreed to in 1994 negotiations.)

(* Denotes agreement reached in 1987 negotiations)

3. Work Schedules

The Employer agrees that each schedule to be posted shall contain a statement indicating the date the next schedule is to be posted and the due date for schedule change requests. (Agreement reached in 1983 negotiations)

Recognizing that occasionally, nurses may wish to alter their set schedule, nurses make voluntary schedule changes with other RNs in her unit. However, a nurse is permitted only one schedule change per posted schedule and maintain her seniority for the purposes of cancellation. RNs involved in a voluntary change will lose seniority for the purpose of cancellation on any day on which she initiates change beyond one per schedule.

Holiday Schedules for Thanksgiving, December 25 and January 1 shall be posted in all units by Oct 15 of each year.

4. Per Diem Seniority

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Nancy Kramer, CSR #8756

Per Diems will accrue seniority to be utilized within the Per Diem pool only. This seniority will be utilized for job bidding and in the event of a lay-off of Per Diems. It will be based on hours worked in the previous three months.

5. OR Shift Assignments

For the term of this agreement, in the event flexing is necessary, two RN's will be assigned to the 09:00 to 17:30 shift. If there is a case in progress, they will be permitted to complete the case. Call schedules will not be affected. Management shall first solicit volunteers for the assignment. If there are no volunteers, the least senior RN will be flexed.

6. New Company Rules

An RN's annual PPD and chest x-ray must be completed by the anniversary date of employment. If the employee does not complete the tests by said anniversary date, the employee may be suspended pending its completion. Employees must have current CPR certification as a condition of employment. Failure to maintain CPR certification may result in suspension. (Agreement reached in 1983 negotiations)

7. Call-In Hours

RNs who do not desire to be called in for less than a full shift should so indicate on the overtime sign-up list. (Agreement reached in 1983 negotiations)

8. Service Calls

Service Credit shall not accrue for the purpose of Tenure increases, vacation and sick leave accumulation while an RN is on a leave of absence over 30 days due to illness, injury or maternity leave.

9. Recruitment Bonus

During the life of this Agreement the Employer will pay a recruitment bonus as follows:

Any bargaining unit RN who refers an applicant for RN employment to fill a full-time bargaining unit vacancy shall be paid a bonus if the applicant is hired by the Employer and the following conditions are met:

1. The RN successfully passes the probationary period.
2. After 3 months of employment \$250.00
After 6 months of employment \$250.00
After 1 year of employment \$500.00

10. L & D Staffing

L & D will be staffed with a minimum of 2 RN's at all times.

11. Supervisory Demotion

Hospital supervisory staff who have promoted from a bargaining unit position (full-time or part-time) who have been continuously employed since promotion, have the right to demote to any vacant bargaining unit position for which they qualify.

A probationary period will not be required. Such employees shall be awarded bargaining unit seniority for all purposes except the following:

1. vacation and holiday bidding
2. floating
3. shift transfers
4. status transfers, (e.g. full-time to part-time)
5. modular scheduling preferences

Plaintiff's Exhibit 6
6-14-16
Patty Guebara
Nancy Kramer, CSR #8756

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For the purposes of #1-5 above, seniority shall be based on demotion date to the bargaining unit position.

Hospital Supervisory staff who have not promoted from a bargaining unit position may demote to a vacant bargaining unit position for which they qualify at the Employer's discretion. A Probationary Period shall be required. Seniority shall be awarded on the same basis as stated above.

12. Patient Classification System

For the term of this Agreement, the Union shall select the staff nurses to participate in the Title 22 Mandated Committee, which annually determines the reliability of the Patient Classification System for validating staffing requirement. Staff nurses shall comprise at least fifty percent (50%) of the committee.

13. Recognition Programs

Bargaining unit RNs will be permitted, during the term of this Agreement, to participate in any special recognition or performance award program which may be established by the Employer and which may be generally made available to all employees or certain groups of employees according to eligibility, terms, and conditions which are determined at the Employer's sole discretion.

The Union shall have the option to participate or not to participate in such programs at its discretion. The Employer shall notify the Union of any such programs 30 days before their implementation.

14. Per Diem Scheduling

Per Diem employees shall be required to work a minimum of two (2) week-end shifts per month and one (1) major holiday per year (i.e.: Thanksgiving, Christmas or New Years Day).

Per Diems NOT TO BE SCHEDULED TO work more than thirty-six (36) hours per week.

15. Unit Orientation/Preceptorship

The Charge Nurse will assign a staff member to perform unit orientation. The nurse providing orientation will have a decreased patient care responsibility for that shift.

In order to be a nurse mentor the RN must have at least (1) year experience on the unit the new employee will be assigned to. The mentor shall orient and train the new employee to the assigned unit. The person accepting assignment as mentor will have decreased patient care responsibility while they are working in this capacity.

The hospital will establish minimum qualifications for new employees to meet before they are released from orientation.

Input from the mentor will not be construed as a basis for hiring and firing. Nor will any such input be considered as effectively recommending such action.

Preceptorship is only applicable to a new grads, or to RN's transferring to specialty areas and may last approximately four (4) weeks, during which time the nurse preceptor will receive an additional 5% over their base hourly rate.

16. Staffing

In an effort to improve staffing, the Hospital, with input from the Union, will develop and implement, within the next year, a method for determining staffing requirements based on assessment of patient needs per shift. This assessment will include and be based on:

1. The ability of the patient to care for himself and the degree of care needed.
2. His degree of illness.
3. Requirements for special nursing activities.

Prior to canceling or sending any RNs home mid-shift, the hospital designee will check with such areas as OR and ER for possible or probable admissions. Staffing shall be based on anticipated needs and will include projected admissions.

It is the Employer's intent to staff nursing during the life of the contract at the levels listed below:

An average of 5.5 nursing hours per patient day for Medical/Surgical, including outpatients.

A minimum of 5.5 nursing hours per patient day for Pediatrics.

OB will be staffed according to current NACOG guidelines.

Nursing Hours shall mean the number of nursing staff involved directly with patient care.

This letter shall expire as of the expiration of the labor Agreement, unless renewed by the parties at that time.

17. Cross Training for Labor and Delivery

Registered Nurses assigned to L & D shall be qualified to work independently as L & D nurses and shall maintain current certification in neonatal resuscitation, basic and advanced fetal monitoring and must take the L & D course prior to cross training. Such assignment shall be on a voluntary basis.

18. OB Doors, Patient Privacy and Security

The Employer agrees to pursue enhancements to patient privacy and security including but not limited to:

- 1) Limit visiting hours in OB to 11a to 8p
- 2) A directive that visitors shall be directed to enter OB through the ER entrance only Security officers will be instructed as to their duties to redirect visitors to the ER entrance
- 3) A directive to post visiting hour limitations for children under the age of 14: one hour per visit and no more than two (2) at bedside per visit, accompanied by an adult at all times.
- 4) The hospital shall investigate the cost of installing additional monitors and door opening devices in L&D and Newborn Nursery.
- 5) The hospital and the Union shall review and evaluate implementation at the regularly scheduled labor management meetings

19. Hospital Cancellation

Between Ratification of the Collective Bargaining Agreements between Pacifica Hospital of the Valley and SEIU 121RN and SEIU-UHW until the effective date of the confirmed reorganization plan, the Hospital shall allow Union members to use accrued vacation, sick and holiday hours to make paychecks whole for hospital cancellation with the understanding that for purposes of this agreement only, more senior employees will be given the option to be flexed in order to allow less senior employees without accrued leave hours to remain working. In addition, all accrued bereavement leave will be paid. (2010 Bargaining)

20. Re-evaluate Kaiser HMO Option

1. If PHOV is current on financial obligations with regard to court-approved reorganization plan, payroll, Union dues, and insurance coverage for the months of September and October 2010, it is agreed that PHOV should be adequately positioned to evaluate together with its Unions, the feasibility of re-enrolling members in a Kaiser plan that is comparable to the plan that was terminated in June 2010 and comparable to the current Healthnet plan.
2. Discussion concerning feasibility of providing the Kaiser HMO option will take place no later than November 19th, 2010
3. It is anticipated that should re-establishment of a Kaiserr plan be feasible, the the November 2010 open enrollment shall make it possible for members to migrate into the Kaiser plan. Coverage with Kaiser could begin January 1, 2011.
4. Cost saving to hospital by the Union's migrating to Kaiser will be included in concessions prorated to each local. (2010 Bargaining).

Plaintiff's Exhibit 6
6-14-16
Patty Guebara
Nancy Kramer, CSR #8756

Plaintiff's Exhibit 6
6-14-16
Patty Guebara
Nancy Kramer, CSR #8756

NURSE TO PATIENT RATIOS

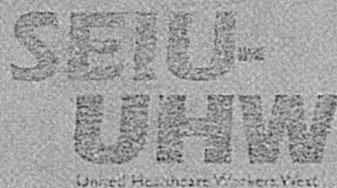
Hospital Unit	Minimum ratios
Critical Care	1:2
Neonatal ICU	1:2
Int. Care Nursery	1:3
Cont. Care Nursery	1:4
Labor & Delivery Antepartum Postpartum Couplet Care Well-Baby Nursery LDRP	1:2 (active labor) 1:4 (no active labor) 1:6 (mothers) 4 couplets 1:8 1:3
Postanesthesia	1:2
Emergency (ED) Trauma Critical Care Visits	1:1 1:2 1:4 + triage nurse
Operating Room	1:1
Pediatrics	1:4
Stepdown	1:4, 1:3 in 1008
Telemetry	1:5, 1:4 in 2008
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EXHIBIT 54



United Healthcare Workers – West

Service Employees International Union
CTW, CLC

5480 Ferguson Drive
Los Angeles, CA 90022

323-734-8399 , 877-734-8399

www.seiu-uhw.org
Quality Healthcare for All

Collective Bargaining Agreement with

Pacifica Hospital of the Valley

June 1, 2010 – June 1, 2013

WEINGARTEN RULES/STATEMENT

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

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

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

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

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

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

SEIU-UHW Members



Our Guiding Principles and Values

Our mission is to build a workers organization dedicated to being a powerful force to change workers lives and fight for social and economic justice. Our vision of a workers organization is one in which there is an expectation that members lead and decide together; one in which conflict is embraced as healthy, necessary, and an inevitable part of making positive change; and one in which the union's integrity is beyond reproach.

As members of SEIU-UHW, we have long shared a set of common principles and values that bind us together and create a unified vision of our future. The following commitments reaffirm our dedication to building the strength we need to improve our working lives; support our families; ensure that we are able to provide the best quality care to our patients, consumers, and residents; and guarantee that everyone in America has quality, affordable health care.

Commitment to Democracy

We are a workers organization run by and for members. We have the right to vote on all of our contracts and elect stewards and bargaining teams. We commit to respecting and engaging the full range of members' ideas and opinions. And we urge all members to participate in decision-making and the full array of union activities, including bargaining, organizing, political action, and building strength on the job.

Commitment to Honesty and Accountability

Trustees, deputy trustees, board members, bargaining teams, stewards, and staff will be accountable to members. Dues money will be spent only to serve the best interests of members, and all expenditures will be fully and honestly reported to the membership.

Commitment to High Standards

We will maintain the high industry standards we have long set for wages, benefits, and working conditions in acute care, home care, nursing homes and every field in which we have members. We will demand a strong voice in patient and resident care decisions. And we commit to standing united to take whatever action is necessary to win the best possible contracts and achieve those contracts quickly and efficiently.

Commitment to Justice

We pledge to help create a more just and humane society. We will fight for equality and fairness, and seek full participation in our union from members of every race, ethnicity, religion, age, physical ability, gender, gender expression or sexual orientation. To achieve this, we will empower all SEIU-UHW members to stand up for our rights on the job. And we will work in solidarity with other unions and our allies to improve our communities; pass and maintain laws to protect the rights of all people; enact healthcare for all; and elect – and hold accountable – political leaders who share our belief in justice for all.

Commitment to Unite More Workers in Our Union

Growing bigger and stronger is the key to increasing our strength and winning a better future. We commit to aggressively organize non-union healthcare workers to raise the standards in all our industries, improve the lives of all working people, and ensure the best possible care for the people we serve.

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

Foreword

Dear SEIU United Healthcare Workers - West Member,

This Agreement is the result of many long, hard hours of collective bargaining between your employer and negotiating committee members from your facility. Our success at the bargaining table is directly related to the degree of strength, commitment, and unity achieved among our members. Our rights, our benefits, and our working conditions must never be taken for granted; we have had to fight for everything that we have achieved. We must work to ensure that this contract is enforced each and every day!

Union members should feel free to contact their shop steward at any time concerning any matter within the scope of this contract or any other work-related problems. Stewards are the key to building a strong, democratic labor union. They are the "Union on the Job."

In addition, the Union's professional staff is available to help meet the needs of our members and stewards in addressing work-site problems and concerns.

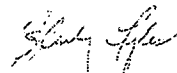
Working in health care is a very difficult and demanding job. The quality of care that you provide, as well as your concern and dedication to your patients, make you very special people. Your Union, United Healthcare Workers - West, is one of the largest healthcare unions in the United States and the largest healthcare union in California with over 150,000 members.

Union staff can be contacted at the office of United Health Care Workers - West listed on the cover of this contract. UHW West headquarters is located at 560 Thomas L. Berkley Way (formerly 20th Street), Oakland, California, 94612. The telephone numbers are (510) 251-1250 or (800) 585-4250.

In Unity,



Dave Regan
President



Stanley Lyles
Vice President

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AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 2010 is between the PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY, (hereinafter called the Hospital) and SEIU UNITED HEALTHCARE WORKERS WEST (hereinafter called the Union). It is executed by the Union on behalf of the employees of the Hospital within the classifications or work mentioned in this Agreement. This Agreement is an understanding between the parties for the term that it shall be effective, and represents a compromise of all interests resulting from collective bargaining negotiations. The Hospital and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.

UNION-MANAGEMENT COMMITMENT TO QUALITY CARE

The Union and the Employer mutually recognize the importance of promoting cooperation, understanding and respect among the Union. Management and the employees, recognize the importance of promoting a work environment that provides a high degree of satisfaction for physicians, PACIFICA HOSPITAL employees, and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care in a dignified, efficient and professional manner.

UNION-MANAGEMENT COMMITTEE

A. Joint Labor Management Meetings

1. Purpose

There shall be a Joint Labor Management meeting bi-monthly with the Hospital CEO or designee and up to

three (3) Employer designees and up to four (4) representatives appointed by the Union. The Joint Labor Management meetings will be held for the purpose of reviewing, discussing, and resolving issues of mutual concern to the parties including, but not limited to, health, safety, staffing, and patient care. Additional meetings may be scheduled by mutual agreement.

2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of two hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

3. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article XIX, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article XIX, Grievance and Arbitration.

B. Health and Safety

1. Reporting Health Hazards by Employees

If any safety or health hazard is detected by an employee, the employee shall promptly report it in writing his (her) supervisor, with copy to the Hospital CEO. The Employer shall provide forms for such reporting or the employee may submit a written statement detailing the hazard that is dated and signed by the employee.

2. Union Notification

The Union shall promptly notify the Hospital CEO of any potential health and safety hazards, violations, or problems of which it is aware. Notification shall be dated and in writing.

3. Remediating Health or Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to its attention by employees or the Union.

4. In-Service

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

5. Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge and at an employee's request.

C. Dispute Resolution

1. Joint Executive Committee

At the request of either party, a difference of opinion between the representatives of the Labor Management Committee shall be referred to the Joint Executive Committee. This committee will be the exclusive means for resolving any such differences of opinion and shall be composed of:

- a. The-President of the Union or designee and one (1) Union member
- b. Two (2) members of the Hospital's Management Team as designated by the Hospital CEO.

2. Meeting Purpose

A meeting shall be held within ten (10) days of the referral, unless the committee mutually agrees otherwise. The purpose of the meeting will be to jointly review the original problem presented by the Labor Management Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation and to begin joint explorations leading to resolution of the matter. The recommendation of the Executive Committee shall be reached within thirty (30) days of the committee's last meeting regarding the issue.

3. Selection and Qualifications of Neutral Third Party

In the event the Executive Committee is unable to reach agreement on a recommendation, a mutually agreed upon third-party neutral may be brought in to join the Committee. In the event the Executive Committee remains unable to resolve the issue, the third-party neutral shall decide the final resolution which will be implemented. In making a final decision on the issue presented to the Executive Committee, based on the information presented by the parties, the neutral third-

party will be acting as a labor arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Employer may seek to vacate the decision pursuant to applicable state and federal laws.

The parties shall select a person to serve as third-party neutral/arbitrator with respect to an issue hereunder by soliciting a list of persons from the FMCS, AAA, or other similar governmental or non-governmental organizations, who meet the following criteria:

- a. At least five (5) years of experience as a Healthcare Professional or arbitration experience with patient services and acute care issues; and
- b. No current or prior employment by Pacifica Hospital of the Valley or SEIU or any of their divisions

4. Impact on Other Units

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

Additionally, if the Employer grants any other union similar rights to resolve staffing disputes, it will make every effort to include in such contract a provision that is not the intent of the parties to make recommendations or resolutions that adversely impact any other bargaining unit including the Union.

Written agendas of matters to be discussed shall be provided by both parties no later than one (1) week before each scheduled meeting. If parties have no items for the agenda, the meeting shall be deemed canceled. Special meetings, in addition to the meetings provided above, may be requested by either party. Neither party

shall refuse to meet, cancel or otherwise delay the Committee from meeting or resolving workplace issues. Both parties agree in the event of an unforeseen emergency the Committee Meeting may have to be rescheduled. Both parties agree to reschedule the Committee Meeting within a two (2) week period of time unless mutually agreed to extend that time frame.

ARTICLE I RECOGNITION

Section 1 - Recognition

The Hospital recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement shall apply to Hospital employees working in the Service and Maintenance, Technical, Skilled Maintenance, Business Office Clerical, PBX, Security Officers and Clerical units, Social Workers and the classifications listed in Appendix "A", and to any other classifications which may be established within the scope of the duties now included within these classifications. This Agreement shall not apply to executive, administrative, professional or Non-Bargaining Unit employees or employees presently represented by any other collective bargaining agent recognized by the Hospital, or to supervisory personnel with authority to hire or fire, or effectively to recommend such action.

Section 2 - Subcontracting

The Hospital will not subcontract any work currently being performed by bargaining unit members to any person or entity which does not provide wages or other conditions at least equal to those contained in this Agreement.

The hospital shall not subcontract any work currently being performed by any other bargaining unit members to any person or entity which does not provide wages or other conditions at least equal to those contained in this agreement, as of the date of

the employee's transfer to the contracted service and for a period of at least sixty (60) days.

Bargaining unit members shall not be removed from their regular scheduled shifts or assignments as a result of the displacement of non-bargaining unit employees.

There shall be no displacement by non-bargaining unit personnel of Nursing Attendants or unit Clerical Secretaries for the duration of the current agreement.

In the event the Employer is contemplating contracting out of any bargaining unit employee(s) work, the Union shall be given as much advance notice as possible but no less than sixty (60) days advance notice.

The Employer shall provide information pertinent to the issues, to the Union timely as requested. The Employer agrees to meet with the Union as soon as possible to explore alternatives to subcontracting and the impact on employees. If a feasible alternative is presented during the course of meetings, the Employer agrees to pursue such alternative and implement.

ARTICLE II UNION MEMBERSHIP

Section 1 - Current Employees Union Membership

Except as set forth in Article IV, all present employees within the bargaining unit shall, after thirty (30) days from the effective date of this Agreement, be required to become members in good standing of the Union through payment of initiation fees and/or dues and shall continue such membership in good standing for the duration of this Agreement.

Section 2 - New Employees Union Membership

Except as set forth in Article IV, all new employees shall, as a condition of employment, become members of the Union after thirty (30) days from the date of employment and shall remain a

member of the Union, to the extent of pay initiation fees and membership dues uniformly required as a condition of acquiring and retaining membership in the Union for the duration of this Agreement.

Section 3 - Union Security

The Employer will provide to the Union the following information no later than the 10th of each month in both hard copy and electronically:

1. A list of new hires, including their name, home address, home phone number, classification, wage rate, shift FTE, date of hire, and social security number; and
2. A list of terminations, including name, home address, home phone number, classification, wage rate, department, shift, FTE, and date of hire; and
3. A list of all bargaining unit members including name, home address, home phone number, wage rate, department, shift, FTE, and social security number; and
4. The employer will continue to send the union copies of their monthly financial statements.

Section 4 - Check Off

The Hospital agrees that it shall, upon receipt of an employee's individually signed authorization card, deduct from such employee's earnings bi-weekly the regular monthly dues, and initiation fees for membership in the Union shall likewise be deducted at the time the employee becomes a member of the Union. No deduction shall be made for fines or assessments. Such monies will be remitted each month to the duly authorized representative of the Union at the address as provided herein. Said authorization cards shall be irrevocable for a period of one (1) year or for the term of the contract, whichever is lesser.

Section 5 - Indemnification

The Union agrees to indemnify the Hospital and make it whole against any claim or actions arising out of the application of the provisions of this Article.

Section 6 - Itemization

When remittances are made by the Hospital to the Union under the terms of this Article, such remittances shall be accompanied by an itemized statement indicating the name of each employee and the itemized amounts deducted from the pay of each employee.

Section 7 - Failure to Comply

Upon the failure or refusal of an employee to comply with the provision of Sections 1 or 2 above, the Union shall notify such employee in writing of his/her obligation under the provision of this Article. A copy of such notification shall be sent to the Hospital. The failure of an employee to comply with the provisions of this Article within ten (10) days after the receipt of such notification from the Union shall result in his/her termination by the hospital.

ARTICLE III EMPLOYEES NOTIFICATIONS

A. At the time of hire of a new employee subject to this Agreement, the Hospital shall advise the employee that the Union is the collective bargaining agent, and shall furnish the new employee with a copy of this Agreement and the health plan. The Union shall furnish the new employee with a current stewards list. Each new employee shall be oriented during the first month of employment.

The Employer shall allow the Union to schedule one half hour of paid orientation time for all new hires for purposes of orientation to the Union. This session shall be conducted * by the Union at the end of the session.

Employees with at least one (1) year of service shall be granted an unpaid leave of absence in order to perform work for the Union on a full-time basis. Such leaves may be for a duration of up to three (3) months with a limit of two (2) employees at a time. The Employer shall return the employee to the same status, shift and classification they held at the time they went on Union Leave, provided they give the Employer at least one (1) week notice of their return to work. Employees on Union Leave shall maintain all seniority accrued as of the date they went on leave.

- B. No later than the tenth (10th) of the following month, the Hospital shall notify the Union of the names, addresses and classification of new employees, the names of employees terminated, and those who change their status from full-time to part-time and vice versa.

ARTICLE IV EMPLOYEE CATEGORIES / APPLICABLE WAGES AND BENEFITS

Section 1

- A. A temporary employee is defined as one who is employed to work for a limited period of time, not exceeding ninety (90) calendar days. In the event the employment of a temporary employee exceeds ninety (90) calendar days, the employees shall be regarded as a regular employee whose seniority shall be retroactive to the first day of employment. However, said employee shall not be considered a "regular employee" if serving as a temporary employee replacing a regular employee on an approved leave of absence. In addition, eligibility for wage increases, vacation and sick leave shall be retroactive to the date of hire. However, payments shall not be made for any holiday which fell during the employee's

temporary status. A temporary employee shall not be laid off solely to prevent his/her advancement to regular status, or for the sole purpose of keeping a regular job constantly staffed by temporary employees.

Temporary employees shall not receive any of the benefits of this Agreement except their hourly rate, which shall consist of the starting rate of the classification.

- B. A per diem employee is defined as an employee who works varied schedules. Per Diem employees shall receive the appropriate rate for each per diem classification or twelve and a half percent (12.5%) above the start rate. Per Diem positions will be filled immediately based on the hospital's needs without posting for seven (7) days. Core, benefited positions will not be replaced by Per Diem positions.
- C. A part-time employee is an employee who is regularly employed for twenty (20) or more hours per week, but less than thirty-six (36) hours. Part-time employees shall receive all the benefits of this Agreement on a pro rata basis, as set forth in Appendix "B". In the event a part-time employee is scheduled full-time hours for three (3) consecutive months and they are not replacing any employee who is out on a leave of absence, that part-time position shall be posted per Article XII Seniority, Paragraph 6 - Job Postings.
- D. A full-time employee is defined as an employee who is regularly employed for forty (40) or more hours per week. An employee working three (3) twelve (12) hour shifts per week shall be considered a full-time employee and shall be paid for thirty-six (36) hours per week at straight time. Full-time employees who, with the Hospital's approval, elect to work part-time shall receive the benefits provided in (c) above.

ARTICLE V NO STRIKE / NO LOCKOUT

Section 1 - No Strike

During the term of this Agreement, the Union will neither call nor sanction any strike, sympathy strike, stoppage of work, slowdown or concerted interruption of any functions of this family, whether or not the cause therefore was or was not subject to arbitration. If such action occurs, the Union shall make every reasonable effort to terminate such action, and if the Union does so, the Union shall not be liable in damages to the Hospital.

Section 2 - No Lockout

During the term of this Agreement, the Hospital shall not commence or continue a lockout of its employees.

Section 3 - Court Action

The Hospital shall have a right to an injunction and damages if the Union violates Section 1 hereof, and the Union shall have a right to an injunction and damages if the Hospital violates Section 2 hereof.

ARTICLE VI WAGE RATES

Section 1

Employees shall not receive a reduction in their straight-time wage rates by reason of the signing of this Agreement.

Section 2

The minimum straight-time hourly rates of pay for each employee hired on or after June 1, 2004, shall be as shown in Appendix "A", attached and made a part hereof.

Section 3

The wage rates set forth in Appendix "A" are intended to be minimum rates of pay. Nothing in this Agreement shall preclude

or discourage the Hospital from paying the employees a rate higher than that prescribed in Appendix "A".

Section 4

All wages shall be paid biweekly. If payday falls on a national holiday listed in Article XVI, the employee's paycheck shall be available on the day before the holiday.

Section 5

- A. An employee upon promotion in a job classification in a higher labor grade shall be paid the rate for the new classification or a five percent (5%) increase, whichever is higher.

In determining an employee's rate of pay on such promotion the following general principles shall be use as a guide:

1. An employee promoted to a job classification which he/she has not previously held shall be given his/her then current rate of pay or the minimum rate of pay for the new job classification, whichever is the higher of the two. An employee demoted to a job classification which he/she previously held shall be given the same in grade position as he/she held when last previously in that job classification.
- B. An employee who changes to a job paying a different rate on a day other than the first day of the pay period shall be paid the rate for each job held for the day or days in such week he/she held such job.

Section 6 - Temporary Promotions

An employee assigned as a lead person or to a job classification in a higher-rated labor grade to replace another employee absent, on vacation, or for a temporary period, shall be paid the minimum rate of pay of the higher classification plus fifteen cents (\$.15) or

his/her own base rate of plus fifteen cents (\$.15), whichever is the higher of the two, but the adjustment shall not exceed the maximum of the higher-rated job classification. Consideration will be given to seniority in cases of temporary promotion to lead persons.

ARTICLE VII MEALS

Section 1

All employees covered by this Agreement who are connected with the Dietary Department shall be entitled to free meals during their regular break and meal periods.

The cafeteria will be available until 6:00 p.m. on weekdays as a break area for employees. The hospital shall have the right to close the cafeteria area on weekends if it determines such closure to be necessary to maintain the cafeteria in a clean and sanitary condition, or for security reasons.

Section 2

The Hospital will provide night shift employees with coffee free of charge.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 1

The employee's workweek shall be designated by the Hospital and shall be a consecutive period of seven (7) calendar days. The employee's workweek shall begin at the employee's shift break closest to 12:01 a.m. Sunday. Eight (8) hours shift employees shall be paid at straight-time hourly rates up to a maximum of forty (40) hours per week, eight (8) hours per day, five (5) days per week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1 ½)

times the basic straight-time hourly rate. Twelve (12) hour shift employees scheduled to work three (3) shifts a week shall be paid for thirty-six (36) hours at straight-time rates. All hours worked in excess of four (4) hours on the fourth (4th) consecutive day shall be paid at one and one-half (1 ½) times the basic straight time hourly rate. All hours worked on the fifth (5th), sixth (6th) and seventh (7th) consecutive day in one week will be computed per State Wage and Hour law.

All hours worked on consecutive days are not subject to the overtime provision when such schedule results from the request of the employee. Employees shall receive two (2) consecutive days off each week, except days off may be split either (1) at the employee's request or (2) if necessary to schedule every other weekend off. No employee may be required to work two (2) shifts within a one (1) day period except in cases of emergency, or scheduled relief help.

For the purposes of this Article only, in the event an employee has called in sick one (1) or more days of scheduled work in his or her work week in which voluntary overtime is sought, the employee shall be limited to straight-time pay for voluntary overtime shift worked. If, however, the Hospital requests the employee to work overtime, the overtime shift worked shall be paid at the applicable overtime rate of pay. Employees who are scheduled to work twelve (12) hour shifts may have the option to work an additional eight (8) hour shift for a total of eighty (80) hours per pay period. Employees who choose this option will be scheduled on their module.

Section 2

Work schedules shall be posted ten (10) days in advance and made effective for a four (4) week period. The posted schedule shall not be changed without prior discussion with and consideration for the employees involved.

Employees may request schedule changes, with the approval of the Department Manager.

Section 3 - Rest Periods and Break Areas

Each employee shall be granted a rest period of fifteen (15) minutes during each four (4) hour shift. It is understood that the rest period includes any travel time to and from the job. The Employer shall provide a suitable area for employees to take their breaks during working hours.

Section 4

With the consent of the majority of employees working twelve (12) hour shifts within a department, the Hospital has the right to change shifts from twelve (12) hours to eight (8) hours.

Section 5

O.R. staffing flexing will be available. In the event flexing is necessary, O.R. Techs will be assigned to the 9:00 a.m. to 5:30 p.m. shift. If there is a case in progress, they will be allowed to finish. Call schedules will not be affected.

CSTs will not be required to replace a Surgical Assistant, assist in invasive procedures or otherwise act in the capacity of a Surgical Assistant.

CST employees shall have the right to refuse such assignments without fear of reprisal.

Assignments will be made on a voluntary basis. If there are no volunteers, the least senior CST will be flexed.

Section 6

The Respiratory Department, shall establish twelve (12) hour shifts, in accordance with the provision of this Agreement, effective April 1, 1998. Emergency Department admitting staff

shall work twelve (12) hour shifts, in accordance with the provision of this Agreement effective April 11, 2001.

Section 7 - Call Time Premium for Consecutive Weekend

Call time for consecutive weekends worked that is not at an employee's request shall be paid at one and one half (1 ½) times the regular rate of pay.

Section 8

The overtime rate of pay of two (2) times the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in a twenty-four 24 hour period.

Section 9

In the assignment of additional hours, the Employer will first offer additional hours to employees in order of seniority who would not incur overtime, then to eight (8) or twelve (12) hour employees who have already completed a thirty-six (36) hour or forty (40) hour work week, in the following order:

1. Regular Full-Time employees who have been cancelled in the work week;
2. Regular Part-Time employees who have been cancelled in the work week;
3. Regular Part-Time employees;
4. Per Diems seeking to complete a thirty-six (36) hour schedule;
5. Regular Full-Time employees;
6. Regular Part-Time employees who have worked a full-time FTE in the work week;

7. Per Diems who have worked thirty-six (36) hours in a work week.

ARTICLE IX SHIFTS

Section 1 - Definition of Shifts

A straight shift is defined as a regular day's work of eight (8) hours completed within eight and one half (8 ½) consecutive hours with not more than thirty (30) minutes for lunch.

A straight shift for twelve (12) hour shift employees is defined as a regular day's work of twelve (12) hours completed within twelve and one half (12 ½) consecutive hours with not more than thirty (30) minutes for lunch.

Section 2

No split shift shall be instituted by the Hospital after the effective date of this Agreement.

Section 3

Evening shift employees shall receive one dollar and forty-five cents (\$1.45) per hour above their regular rate of pay. Night shift employees shall receive one dollar and eighty cents (\$1.80) per hour above their regular rate of pay.

- A. Twelve (12) hour shift employees scheduled from 7:00 p.m. to 7:00 a.m. shall receive the night shift differential for all hours worked.
- B. Twelve (12) hour shift employees scheduled from 7:00 a.m. to 7:00 p.m. shall receive the evening shift differential for the last four (4) hours of such shift.
- C. Evening shift shall be defined from 3:00 p.m. to 11:00 p.m.; night shift shall be defined from 11:00 p.m. to 7:00 a.m. Any

employee working any portion of these hours shall be paid shift differential for all hours worked in the shift.

Section 4

OR Techs shall be paid seven dollars and fifty cents (\$7.50) and X-Ray Techs shall be paid five (\$5.00) dollars for each hour spent on such standby status. Actual work time shall begin when the employee arrives at the Hospital and shall end when the employee leaves the facility. An employee shall receive time and one-half (1 ½) his/her regular rate of pay, standby ceases when an employee reports to work during the standby period. Employees shall be guaranteed a minimum of three (3) hours each time they are called in.

Section 5

The Hospital, subject to quality patient care, shall provide regular employees preference in regard to work area assignments over registry personnel. For 12-hour shifts, voluntary overtime shall be offered to regular employees to complete their 7th shift in a pay period who sign up before using the registry. Voluntary overtime sign-up shall be entered on the MediTech system or in writing prior to the posting of the schedule. If there are no employees available in the overtime list and nobody calls within three (3) hours at start of shift and a registry has been confirmed there will no cancellation of registry by the employee who becomes available at the last minute.

ARTICLE X REPORTING AND CALL-IN PAY

Section 1

Any employee who reports for work at the request of the Hospital and is not provided with work, or any employee who is not provided with work for a full shift through no fault of his/her own, shall be paid a minimum of five (5) hours when eight (8) hours constitutes the employee's regular schedule, except that an

employee whose work shift would have been less than eight (8) hours shall be paid for his/her full shift. For the purpose of this paragraph, "shift" shall mean the number of hours the employee would have worked up to a maximum of eight (8) hours a day or up to a maximum of twelve (12) hours a day in the case of twelve (12) hours shift employee. The evening and night shift differential shall be waived for hours not actually worked.

Section 2

An employee called in to work on his/her regular day off, at the Employer's request, but is furnished with less than half his/her normal shift, shall be paid a minimum of five (5) hours pay or half the usual work day, whichever is greater. Such employee shall not be required to work beyond the quitting time of said shift unless the following shift is also less than fully staffed. He/she shall be paid at time and one-half (1 ½) unless the employee requests to take a day off in lieu of the call-in pay. (This sentence shall not apply to Per Diem employees) Employees shall be informed of approximate hours to be utilized when called in.

Section 3

The provision of Section 1 and 2 above will not apply to an employee who reports for work in an unfit condition or does not complete the shift and must leave for personal reasons or who refuses an alternate assignment considering the employee has been cross trained and seniority prevailed.

Section 4

When there is insufficient work available on a given shift, the least senior employee by shift and classification shall be denied work unless the more senior employee(s) is unqualified to perform the work that is available. Additional work hours shall first be offered to an employee who had been called off, based on seniority within a classification, before they are assigned to part-time, registry, or other full-time employees. Such senior employee

shall be given the option of going/staying home prior to displacing the least senior employee within the classification.

ARTICLE XI MISCELLANEOUS

Section 1 - No Discrimination

Except as provided in Article II the Hospital and the Union agree not to discriminate against any employee or applicant for employment on account of his/her race, creed, color, sex, national origin, age, marital status, mental or physical handicap, membership or non-membership in the Union, or because of any activities on behalf of the Union, or the lack thereof.

All terms and conditions of employment and this Agreement shall conform to the provisions of Sections 503 and 504 of the Rehabilitation Act.

Section 2 - Per Diem Employees in the Bargaining Unit

All Per Diem employees will provide a list of available dates to the manager/supervisor two weeks prior to the posting of the new schedule. Per Diem employees may be terminated if they refuse to work pre-scheduled assignments or are unable to meet the minimum availability requirements based on the following, unless a current practice requires greater availability:

1. Must be available to work a minimum of two shifts per twenty-eight (28) day schedule.
2. Must be available to work a minimum of two weekend shifts per twenty-eight day schedule.
3. Must be available to work two (2) holidays per year. At least one of the holidays must be Thanksgiving, Christmas or New Year's.

4. An un-worked shift for which any per diem has been scheduled to work but is not needed shall be counted toward satisfying the per diem availability obligations.

Per Diems will have seniority among other Per Diems within the unit and seniority will be defined as the date of hire as per diem.

Section 3 - Workload Distribution

It is the intention of the Hospital to equitably distribute workload among the employees in a department and within a single work unit so that no undue hardship may be placed on an individual worker. In patient care areas, the Hospital shall maintain staffing commensurate with the workload, patient acuity and patient census and shall replace absent employees where, it is necessary and feasible to do so. In an effort to resolve any specific work distribution problems that currently exist, the Hospital will meet with the Union.

In the event the work load distribution is not resolved, it shall be submitted to the Grievance and Arbitration process described in Article XIX.

Section 4 - Relief Staffing Pool

The Hospital shall maintain a call list of oriented and qualified bargaining unit workers, including housekeepers and food service workers, to be utilized for temporary replacement staffing, on a per diem basis. The Union may contribute names to this list. There is no pay for being in the relief staffing pool until actually called in to work.

Section 5 - Days off Scheduling

The Hospital shall use good faith efforts to achieve staffing which will enable nursing department employees (including all classifications in the nursing, respiratory therapy and EKG job categories) to obtain every other weekend off. The Hospital shall make every effort to schedule dietary and Housekeeping, Security

Personnel, Engineering department employees off every other weekend.

Section 6 - New Classification

If during the term of this Agreement, a new bargaining unit job classification is established, the Hospital shall notify the Union of the rate assigned to such new classification. If the Union disagrees with such rate or if the Union claims that a job classification is new and the parties are unable to resolve the dispute, it shall be submitted to arbitration in accordance with the procedure set forth in Step Three of the grievance and arbitration procedure of this Agreement. Job content shall determine whether a newly established job is within the bargaining unit.

Section 7 - Work Outside Classification

An employee shall be paid the higher rate of pay for all hours worked in a higher classification.

Section 8 - Float Policy

The "Service Areas" of the Hospital are as follows:

Surgical, CCU, Medical-Surgical, Emergency Department
Maternal Child Health, Sub-Acute & Behavioral Health (BHU)
"Surgery" Service Area includes: Operating Room, Outpatient Department, GI Lab and Post Anesthesia Care Unit (PACU)
"Maternal Child Health" Service area includes: Labor & Delivery Post-partum, Nursery, and Pediatrics; "Sub-Acute" Service Area includes: Adult & Pediatric Sub-Acute.

It is the intent of the Hospital to minimize the extent of incidental floating by LVNs outside their regular assigned Service Area and only to float those personnel who are qualified to perform duties in the other Service Area(s). The Hospital will determine the LVN's qualification to perform work in a different Service Area and will assume responsibility for any liability arising therefrom. Although the Hospital's need for staffing flexibility due to unanticipated changes in census and patient acuity is:

recognized, LVNs floating to other Service Areas will be entitled to float pay while working in a different Service Area, as described in Appendix "A".

The Employer shall establish a cross training program for the Nursing Department employees. Training shall be offered in order of seniority. Employees who have completed cross training can not refuse to float provided there is no need in their department.

Section 9 - Paycheck Errors

Errors made in computing employee paychecks shall be corrected within two (2) business days following notification by the employee to the payroll department.

Section 10 - Disciplinary Notices

The Hospital will remove from an employee's personnel file any disciplinary warnings issued for incidents of unsatisfactory performance (other than incidents which adversely affect patient care) for which there has been no recurrence for a period of one (1) year. Any disciplinary warnings so removed will be invalid for any future discipline or personnel actions. To satisfy governmental record keeping requirements, copies of such notices shall be permanently maintained in a separate file.

Section 11 - Security Personnel

- A. The Employer will provide adequate security personnel at all times. Security personnel shall patrol the parking lot in an effort to eliminate vandalism and/or theft of employees' vehicles and shall escort employees to and from their vehicles upon request. The Employer shall provide additional security personnel as it determines to be necessary to assure safety during higher risk periods.
- B. All security officers will be trained on infection control, decontamination training, universal precautions, fire classes,

CPR, Management of Assault Behavior, & sensitivity training regarding the handling of a decedent's remains and these classes are paid by the Employer.

Section 12 - 401(k)

The Employer will continue to maintain a voluntary 401 (k) Plan. Any Administrative and other related fees will be the responsibility of the employee. Effective April 1, 2001, the Employer shall match all employee contributions to this plan at fifty cents (\$.50) per one dollar (\$1.00), up to an annual Employer maximum contribution of two percent (2%) of the employee's base yearly rate.

Section 13 - Per Diem Bidding

Per Diem Employees bidding for open or part-time positions shall be selected on the basis of qualifications, skill and ability. Where everything is equal, the Employer shall use seniority as the determining factor within the Per Diem pool.

However, Per Diem Employees shall have no seniority priority over Full-time or Part-time Employees bidding for the same position.

ARTICLE XII SENIORITY

Section 1 - Probation

Each new employee shall be on probation for his/her first ninety (90) days of continuous employment and shall be subject to discharge at the Hospital's sole discretion, except for Union activity.

Section 2 - Definition

Seniority is defined as the employee's length of continuous service with the Hospital from the most recent date of hire regardless of full-time or part-time status and including unpaid

leave except that personal leave in excess of thirty (30) days shall not count towards the employee's seniority.

Section 3 - Layoff

- A. Laid off employees will be recalled to their former classification or a job classification for which they are qualified (if no existing employees from that other classification are on layoff status) in the order of their seniority.
- B. Employees recalled to work after any layoff shall report within one (1) week of the time of issuance of notice to report by registered or certified mail or telegram, unless within such period an employee obtains permission from the Hospital to report at a later time. Any employee who fails to report to work in accordance with such notice shall be considered as having voluntarily quit and shall lose all seniority rights unless he/she can establish that he/she was unable to return because of reasons beyond his/her control and that he/she contacted the Hospital at the earliest possible date; provided, further, the employee notified the Hospital of any absence from the geographic area.

In cases of layoffs and recalls, the following factors shall be considered.

- 1. Seniority as defined in this Article shall prevail.
 - 2. Skill and ability to perform the work required in the classification with a minimum of one hundred and sixty (160) hours training.
- C. In the event there is a displacement of employees, the Employer will meet with the Union thirty (30) days prior to said displacement to review employee displacement issues with the intent to establish procedures to minimize such displacement.

Section 4 - Shift Changes and Transfers

The Hospital shall make a good faith effort to honor requests for shift changes and transfers, provided a vacancy exists and the Hospital has a reasonable opportunity to replace the employee seeking a transfer or shift change; provided, further, the Hospital shall be under no obligation to honor more than one such request per year from each employees. New grad LVNs are required to remain in their current assignment for six (6) months.

Section 5 - Promotions

In cases of promotions, seniority shall prevail, provided skill and ability are equal.

Section 6 - Job Posting

All job openings in any classifications defined by this Agreement shall be posted by the Hospital on the Union's bulletin board for at least one (1) week prior to being permanently filled. A copy of the notice shall be mailed to the Union.

Section 7 - Layoff Notice / Pay

A full-time or part-time employee with more than one year of seniority shall be given a minimum of thirty (30) days notice. The Employer agrees to provide health care coverage for an additional thirty (30) days after layoff

When a regular full-time or regular part-time employee is displaced from his/her position as a result of an indefinite position elimination, and he/she is unable to identify another comparable position for which he/she is qualified, he/she shall be eligible for severance pay in accordance with the following schedule:

<u>Service</u>	<u>Severance</u>
a. At least 1 year through 3 years	2 weeks pay

- b. At least 4 years through 6 years 3 weeks pay
- c. 7 years + 4 weeks pay

Section 8 - Job Security

- A. The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Employer will make every effort to avoid displacing employees (e.g. reduction in force, reduction in hours, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Employer will assist employees in identifying other job opportunities in other departments at the home facility, or at other facilities.
- B. Joint Labor Management Committee/Workforce Planning Committee: The parties will advise each other in writing of the need to meet under the guise of the Joint Labor Management Committee. Employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings. Time spent at Committee meetings shall not be counted for the purpose of calculating entitlement to overtime.

The purpose of this Committee will be to develop procedures to meet the employment and income security commitments and to identify retention and recruitment issues facing the Employer. Such planning shall include such items as follows:

- i. Identifying current and anticipated vacancies;
- ii. Projecting changes in the delivery of healthcare at each Hospital;
- iii. Identifying retraining opportunities for employees at the Hospital;
- iv. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in classifications other than their own to avoid daily cancellations;
- v. Identifying cross-training opportunities to minimize involuntary daily cancellations;
- vi. Identify systems to support effective reassignment processes such as float pools, cross-training programs, employee lists by competencies;
- vii. Identifying new and creative recruitment sources;
- viii. Other opportunities to enhance recruitment, retention and retraining;
- ix. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared entities.

C. Training and Upgrade Fund

Upon ratification of the contract the Hospital shall meet with the Union to discuss and pursue options for providing an

economic basis for training and re-training of Pacifica Hospital employees covered by this agreement.

Section 9 - Retention of Seniority

An employee who has transferred or being promoted from one job classification to another shall retain all accumulated seniority. Employees that have been promoted to another classification shall retain all accumulated seniority except for: call-offs, modular scheduling preferences, vacation/holiday bidding, floating and shift transfers.

Section 10 - Work Schedule Changes

LVNs and CNAs involved in a voluntary change will lose seniority for the purpose of cancellation on any day on which she initiates change beyond one per schedule.

Example: If a less senior Employee trades shifts with a more senior Employee, the greater seniority will apply to her for the duration of the shift for the purposes of floating and cancellations.

A more senior Employee trading a shift with a less senior Employee will use the seniority of the less senior Employee for the duration of the shift for purposes of floating and cancellation.

ARTICLE XIII VACATION

Section 1

All full-time employees covered by this Agreement who have been continuously employed for a period of one (1) year shall be entitled to two (2) weeks vacation with pay; all full-time employees covered by this Agreement who have been continuously employed for a period of three (3) years shall be entitled annually to three (3) weeks vacation with pay; all full-time employees who have been continuously employed for a

period of six (6) years shall be entitled to four (4) weeks vacation with pay; all full-time employees who have been continuously employed for a period of (10) years shall be entitled annually five (5) weeks vacation with pay.

Section 2

Part-time employees shall receive vacation benefits in accordance with Article IV, Section 1 (d).

Section 3

Vacation bidding involving the use of one (1) week or more of vacation shall be open for consideration on the month of February each year. Vacation schedule changes will be restricted to open dates including approved Leaves of Absence. Unscheduled Vacation must be submitted to the immediate supervisor four (4) weeks in advance.

In the event there are more requests for the same or over-lapping vacation periods than can reasonably be granted, the granting of vacation requests will determined on the basis of seniority as defined in Article XII. For requests involving the granting of vacation periods of one (1) week or longer, an employee is limited in exercising his/her seniority to two (2) time per calendar year. An employee is further limited in the exercise of seniority for vacation request covering Christmas or New Years to once every two (2) years.

In all cases when an employee is limited in the exercise of his/her seniority, the next most senior employee(s) request will be honored.

An employee's vacation request must be submitted to the employee's immediate supervisor in the MediTech Schedule, in those areas with MediTech access or in writing in those departments without MediTech. Such requests will be responded to in writing within two (2) weeks. Where two (2) or more employees have requested the same vacation period, seniority

applied to classification and department shall prevail. However, there shall be no bumping for vacation periods which have already been approved. The ultimate right to schedule an employee's vacation period is reserved by the Hospital in order to insure orderly and efficient operations. Subject to the orderly and efficient operation of the Hospital, however, vacations may be taken at any time of the year.

Section 4

If a holiday occurs during an employee's vacation period, he/she shall be granted an additional day of vacation with full-time pay or an additional day's pay subject to mutual agreement.

Section 5

An employee may request that his/her vacation paycheck be provided at the time he/she goes on vacation as long as the employee gives two (2) weeks notice of such intent. Employees electing to take their vacation pay at the time of their anniversary date shall be provided with their vacation pay at the time they receive their regular paycheck for the pay period in which the anniversary date occurs.

Section 6

Upon termination or layoff an employee shall receive payment for all accumulated and unused vacation and holiday time.

Section 7

An employee shall be permitted to carry over up to two (2) weeks vacation time off from year to year.

Section 8

Each employee shall have the option of converting to cash all unused vacation time. Pay shall be made at employee's current Base rate. Payment shall be made to the employee by separate check at the time the employee receives his/her regular paycheck

for the pay period in which his/her anniversary date occurs. The employee shall provide the Employer with two (2) weeks notice.

ARTICLE XIV SICK LEAVE

Section 1

Each regular employee shall accumulate 0.75 days sick leave with pay for each calendar month of employment.

- A. Twelve (12) hour shift employees shall accumulate eight (8) hours sick leave with pay until he/she has been employed for a period of three (3) months; however, such employees shall be credited with three (3) days of sick leave upon completion of three (3) months of service, but sick leave shall not be retroactive to any absence due to sickness during the first three (3) months of employment.
- B. Regular employees who have completed three (3) months of service shall be paid for the first day of each absence due to illness.
- C. If an employee who has sufficient unused sick leave to his/her credit becomes ill while at work and is unable to complete his/her shift, he/she shall receive sick leave pay for that part of his/her shift which he/she was unable to work.
- D. Accrued sick leave may be used for personal, medical, dental appointment, provided that the employee notifies his/her supervisor at least one week in advance of the appointment, or to compensate for hours scheduled but not worked due to lack of work, or acts of God. Such sick leave must be utilized in increments of one hour.

Section 2

Sick leave shall be applicable only if the employee is ill on days during which he/she is normally scheduled to work. Pay for sick leave shall be at the Base rate of pay which the employee would have received had he/she worked his/her regular straight time that day. Time not worked, except as used for personal, medical or dental appointments, shall be considered as time worked for purposes of computing overtime.

Section 3

Each employee shall have the option of converting to cash all or any portion of his/her sick leave earned in excess of six (6) days. Payment shall be made to the employee by separate check at the time the employee receives his/her regular paycheck for the pay period in which his/her anniversary date occurs. The employee shall provide the Employer with two (2) weeks notice regarding the amount of sick leave he/she wants to convert to cash.

Section 4

The Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed if the employee is out three (3) or more consecutive days. Employees absent for three (3) or more consecutive days may be required to provide a physician's statement prior to returning to work.

An employee who is absent due to illness is required to contact his/her supervisor each day of absence, unless the supervisor is informed of the specific period of absence and date of return in advance.

Section 5

The payment of sick leave shall not affect or limit an employee's right to the MI weekly disability benefits to which he/she may be entitled under the California Unemployment Disability Act. In cases where an employee is eligible to receive his/her full

disability benefit payment plus such portion of his/her earned sick leave pay that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. In cases of industrial injury entitling an employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply.

In order to provide employees with prompt payment hereunder, the Employer will pay its best estimate of the amount to be made up from the employee's sick leave prior to receiving adjudication from the State as to how much the State will pay. In the event of overpayment by the Hospital, the Hospital is authorized to deduct said overpayment from the employee's paycheck. If the amount to be repaid is more than one-third of the employee's check for the pay period then the deduction will be made over two (2) pay periods. If it is more than two-thirds of the employee's check for the pay period then the deduction will be made over three (3) pay periods.

Section 6

Industrial Injury Leave

- A. An employee disabled by an on-the-job injury or illness shall be granted a leave of absence which shall continue until he/she has been released from medical care and declared able to return to work by a physician, or for a maximum of eighteen (18) months.
- B. When an employee returns from such leave, he/she shall be restored to his/her former job classification status and shift, provided he/she notified his/her department head two (2) weeks in advance of the date he/she will be able to report to work.

Personal Leave

Leaves of absence without pay may be granted to employees for personal reasons at the discretion of the Hospital, providing such leaves do not interfere with efficient functioning of the organization.

Miscellaneous Condition to Grant Leaves of Absence

- A. All requests for leaves of absence shall be in writing, and any grant of a leave of absence shall be in writing.
- B. During an unpaid personal leave of absence an employee shall not forfeit any prior accrued benefits under this Agreement. He/she shall continue to accrue vacation, tenure increases, and sick leave benefits for the first thirty (30) calendar days of such a leave, but not thereafter. The Employer shall continue to provide the health and welfare, dental and life insurance benefits provided for under Article XVII of this Agreement for the first thirty (30) calendar days of all other leaves, but not thereafter. Employees shall not receive holidays or funeral leave while on a leave of absence.
- C. When an employee returns to duty, after an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before his/her absence; but if conditions in the Hospital have so changed that it would be unreasonable to reinstate him/her in a classification as nearly comparable to his/her original classification as is reasonable under the circumstances.
- D. If an employee does not return to work at or before the expiration of an approval leave of absence, such employee shall automatically be terminated, with loss of seniority and benefits. The employee may be rehired at the discretion of the Hospital. A new anniversary date shall be established for the employee. Should the employee become rehired within six (6) months of termination their seniority shall be bridge.

Bereavement Leave

An employee will be granted up to twenty-four (24) hours leave with pay at the straight-time hourly rate for time lost from his or her regularly scheduled workweek and an additional two (2) days without pay to attend the funeral, or settle the estate, in the event of a death of the employee's spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, legal guardian and legal ward or domestic partner. Reasonable proof of death may be required.

Bereavement leave for twelve (12) hour shift employees shall be paid at twelve (12) hours per scheduled workday to a maximum of twenty-four (24) hours days.

Employees shall be entitled to use up to seven (7) days of their accumulated sick leave to extend bereavement leave time. Additional leave without pay of up to thirty (30) days will be authorized for employees who have a death in the immediate family which occurs outside of the country. Such additional days may, at the employee's option, be charged to accrued sick leave.

Family Leave

The Employer and the Union shall comply with the Family and Medical Leave Act, the California Family Rights Act, and all other applicable state and federal law pertinent to family and medical leave. Health and Welfare premiums shall continue to be paid by the Employer during the first three (3) months of such leave, or combination of maternity and family leave.

The Employee shall retain and accumulate seniority during such period.

In order to be eligible for this form of leave, the employee must provide reasonable notice to the Employer, and have at least six (6) months of continuous service. Also, an employee is entitled

only to a total of three (3) months of such leave in any twelve (12) month period.

Jury Duty

An employee called for Jury Service will be excused from work on days which she/he serves and shall receive for each such day of Jury Service, on days she/he otherwise would have worked, the difference between his/her regular straight time day's pay and the amount of jury pay. The employee must show proof of jury service and the amount of jury pay. Further, employees will receive a maximum of two weeks pay for Jury Duty once every two calendar years.

ARTICLE XV HOLIDAYS

Section 1

The following days shall be recognized as holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, The employee's anniversary date of hire shall be a holiday.

Effective February 1, 1995, employees shall be entitled to a float holiday.

Effective February 1, 1996, the employee's birthday shall be recognized as a holiday.+

Section 2

- A. Except as provided in Article IV, after the qualifying period of thirty (30) calendar days of continuous service from date of last employment, such employee shall be entitled to holiday benefits, except that, in the case of an employee's birthday, the qualifying period shall be one (1) year of continuous service from the date of last employment instead of thirty (30) days as set forth above. Employees shall be

entitled to the float holiday provided for in Section 1 only after completing one (1) years service.

- B. An employee who works on a holiday shall receive in addition to pay at his/her regular straight-time rate for the hours worked, one of the following at his/her option: (1) eight hours pay at his/her straight-time rate; (2) another day off with pay at a time that is mutually convenient to the employee and the Hospital; or (3) an additional day of paid vacation to be added to the employee's regular vacation.

Holiday pay for twelve (12) hours shift employees shall be paid on the basis of twelve (12) hours per day, whether worked or not.

- C. A part-time eight (8) hour or a part-time twelve (12) hour employee working on a holiday shall receive a full eight (8) or twelve (12) hours pay, in addition to pay at his/her straight-time rate for hours worked. The options provided in paragraph (B) of this section shall apply to part time employees working on a holiday.

Section 3

In the event a holiday is not granted to an employee within thirty (30) calendar days of the Employee's request, he/she shall be paid at the overtime rate of two (2) times the regular rate of pay in addition to his/her rate of pay for the time worked on the holiday.

Section 4

If an employee's day off falls on a holiday, he/she shall receive another day off with pay.

Section 5

Pay for the holidays set forth in Section 1 above shall be at the employee's straight time hourly rate. Holidays worked shall be considered as time worked in the computation of overtime.

Section 6

In order to receive holiday pay the employee must work his/her full-time regular shift on both the last scheduled working day immediately preceding the holiday, as scheduled, and on the first scheduled working day following the holiday, unless absence on either of such days is due to one of the following reasons.

- A. The absence is with the express permission of the Hospital;
- B. The absence is due to a bona fide illness, which is certified by a statement from a medical doctor.

Section 7

An employee who is on layoff shall receive holiday pay if he/she works one (1) day in the pay period preceding the holiday or one (1) day in the pay period following the holiday.

Section 8 - Accumulated Holiday Cash-Out

Employees who opt to accumulate holidays must utilize the holidays during the anniversary year in which they occur, or within ninety (90) days of the expiration date of the anniversary year. In the event a holiday is not taken during said time period the employee shall be paid for the unused holiday hours.

ARTICLE XVI HEALTH AND WELFARE, DENTAL, LIFE INSURANCE AND OPTICAL PLANS

Section 1 - Continued Health Benefits

The Employer shall continue in effect its current HMO medical plan, dental plan, and optical plan or comparable plans as may be offered to other employees of the Hospital. The Employer shall also continue in effect a non-HMO medical plan which shall be subject to such modification and amendment as applicable to all other employees. Upon the request of either party, the Employer and Union shall meet and explore alternative benefit plan options

on behalf of the employees. There shall be no changes in coverage or benefit level except as may be agreed upon. In the event of any such modification or amendment, plan members will be given at least thirty (30) days advance notice with opportunity to transfer to another medical plan without restriction or lapse in coverage.

If an employee seeks emergency care and utilizes Pacifica Hospital of the Valley and emergency care was in fact necessary, then the Employer shall waive the normal co-payment fee for such services.

Section 2 - Employees Contributions

For the term of this Agreement, the Employer will fully pay the cost of employee medical, dental, optical, basic life insurance coverage.

For the term in this Agreement, the Employer will fully pay for employee's dependent coverage under the HMO:

2004 to 2007	Employee Only.....	Zero
	Employee Plus One (1).....	Zero
	Employee Plus Two (2) or more dependents.....	Zero

For the term of this Agreement, the maximum employee contribution toward dependent coverage under other medical, dental, and optical plans shall not exceed the amount of the contributions agreed to on April 1, 2001.

Section 3 - Open Enrollment

There shall be an open enrollment period of no less than thirty (30) days each plan year, and upon the termination of any health, dental, or optical plan, offered by the Employer.

Section 4 - Life Insurance

The Employer shall continue in effect its current life insurance benefits, including supplemental and dependent life, for the term of this Agreement.

ARTICLE XVII ANNUAL PHYSICAL EXAMINATIONS

Annual physical examinations shall be made during the employee's regular shift or during hours contiguous with the employee's regular shift, unless other mutually satisfactory arrangements are agreed upon.

ARTICLE XVIII GRIEVANCE AND ARBITRATION

Section 1

A grievance is defined as any alleged violation of the terms of this Agreement or a controversy as to its interpretation of application. All such grievances shall be settled promptly in the following manner: The Employer is obligated to conduct a thorough investigation before discipline is issued and to share all information with the appointed Union Steward. Except in cases of gross misconduct or gross negligence witnessed by the Employer.

A. Step 1

An employee who believes he/she has a grievance shall discuss the matter with his/her immediate supervisor in an attempt to arrive at a satisfactory settlement. Either the employee or the supervisor may request the presence of the steward. The supervisor shall render a decision upon the grievance within twenty-four (24) hours after discussing it with the aggrieved employee.

A grievance which is not settled in Step 1 shall be reduced to writing and filed with the department head within fifteen

(15) days after the occurrence giving rise to the grievance or after the employee knows or should reasonably have known of said occurrence, on forms agreed upon by the Hospital and the Union. The grievance must be dated and signed by the employee or employees involved. Working day shall be defined as Monday through Friday.

Any grievance that is not reduced to writing, dated and signed by the employee or employees involved and filed with the Hospital within the time limits set forth above shall not be eligible for further appeal or consideration beyond Step 1.

B. Step 2

A grievance in this Step shall be discussed at a meeting among the department head, the steward and employee. The department head shall give his/her decision on the grievance in writing to the steward and employee not later than forty-eight (48) hours after the meeting in this Step 2.

If the decision in Step 2 is not appealed to Step 3 within ten (10) working days after the Step 2 decision, the grievance shall be considered resolved at Step 2 and shall not be eligible for further appeal or consideration.

C. Step 3

A grievance which is appealed to Step 3 shall be discussed at a meeting between the Union Representative and the administrator or his/her designee. The shop steward and the affected employee shall be present at this meeting. The Hospital shall give its written Step 3 decision on the grievance not later than three (3) working days after the Step 3 meeting.

If the decision in Step 3 is not appealed to Step 4, Arbitration, the grievance shall be considered settled on the

decision made in Step 3 and shall not be eligible for further appeal or consideration.

A grievance involving discharge or suspension on an employee or employees shall be reduced in writing ten (10) working days after the employee or employees are notified of the disciplinary action taken against him/her or them and shall be taken up initially at Step 3.

D. Step 4

Any grievance which has not been settled in Step 3 may be submitted by any party to arbitration before an arbitrator selected by the parties. In the event the parties are unable to agree on an arbitrator within ten (10) days after submission to arbitration in accordance with Step 4, a recognized agency which furnishes names of arbitrators shall be requested to submit a panel of at least five (5) qualified arbitrator from which an arbitrator shall be selected by the parties. In order for a grievance to be subject to arbitration, submission to arbitration shall be made by giving written notice to the other party not later than ten (10) days from the date of the decision given by the Hospital in Step 3.

Section 2

The Hospital and the Union shall each bear the expense of preparing and presenting its own case.

Section 3

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and shall be made in accordance with law. The decision of the arbitrator, within the limit herein prescribed,

shall be final and binding on all parties to the dispute. The compensation of the arbitrator and his/her expenses incident to the arbitration shall be shared equally by the Hospital and the Union.

Section 4

All grievances and request for arbitration not filed with the Hospital in the time limits specified in this Agreement, or as mutually extended or waived, shall be barred for all purposes. Failure on the part of the Hospital to respond in a timely manner at any Step of the grievance procedure shall give the Union the right to appeal the grievance directly to the next Step of the grievance procedure. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article no matter what reason is advanced for any such failure. Any untimely grievance shall not be eligible for further consideration.

Section 5

All of the following grievances will be considered settled and dropped:

1. **Cash-out grievance:** the Union filed a grievance because shortly after the bankruptcy, Pacifica prevented workers from cashing out vacation/sick/holiday
2. **Unilateral Changes grievance:** the Union filed a grievance as a result of unilateral changes to work terms implemented by Management's Disaster Memo.
3. **The ULP of unilateral changes and regarding the information requests.**

The management and union representatives will continue to meet and work together to find a reasonable resolution in accordance with separate settlement agreement letters.

ARTICLE XIX DISASTER

Because of the nature of a medial care organization, it is recognized that a major community disaster could require the services of the organization and facilities far beyond those normally provided. In the event of such disaster, and in recognition to the community, the hours of employment, overtime, call-in and reporting pay provisions of this Agreement shall be inapplicable during the period of such unusual demand caused by the disaster, provided that the facilities of the Hospital are made available to victims of the disaster.

ARTICLE XX UNION REPRESENTATION

Section 1

Duly authorized representatives of the Union shall be permitted to enter the Hospital for the purpose of transacting Union business and observing conditions under which employees are employed; provided that no interference with the work of any employee shall result. The Union representative shall upon arrival at the Employer's facility, notify the Human Resources Director or designee prior to conducting union business. This provision shall be administered in good faith and in a reasonable manner.

Section 2 - Union Bulletin Board

The Hospital shall provide space for four (4) Union bulletin boards; one by the cafeteria in the basement, 1st floor, mail room, between Peds and Med Surg.

Section 3

The Hospital will provide room for department meetings to Union members, or for general membership meetings, upon three (3) days notice.

Section 4 - Union Stewards

- A. The Employer recognizes the right of the Union to select union stewards. The Employer agrees there will be no discrimination against the authorized steward because of union activity. On a quarterly basis, the Union will submit to the Hospital a list of all union stewards.
- B. Stewards shall not lose pay through their participation in grievance or disciplinary meetings. The stewards may receive complaints and see that the terms and conditions of this Agreement are observed.
- C. Employees have the right to have a union steward or a union representative present at meetings with supervisors or management representatives when such meetings are accusatory or disciplinary in nature.
- D. Stewards shall perform their stewards duties in such a way that it does not interfere with the performance of their jobs or with patient care. Whenever possible, the stewards shall perform their steward duties on their own time.

ARTICLE XXI JOB DESCRIPTIONS

Section 1

It is agreed that the Hospital and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of the hospital concerned with patient care, treatment, and recovery of patients.

Section 2

It is recognized that changes of job titles shall be by mutual agreement under the terms of this Agreement. Job descriptions will be available at each Nurse Station.

Section 3

Job descriptions are not subject to individual interpretation; however, an employee's job description shall be available to the employee for inspection, under the regulation of Title 22.

ARTICLE XXII UNIFORMS

The Hospital shall be responsible to provide and launder uniforms for the Housekeeping Department, to provide, without laundering, uniforms for the Dietary Department; but not responsible to provide or launder uniforms for the Nursing Services Department. Security Officers and Engineering Workers under this Article will be provided with five (5) uniforms which will be replaced as needed.

ARTICLE XXIII SEPARABILITY

Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provision rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXIV MANAGEMENT RIGHTS

Section 1

The operations of the Hospital and the direction of the work force are vested in the Hospital exclusively. This includes, but is not limited to, the right to hire and discharge for just cause, promote, transfer, suspend, layoff and establish work schedules. In the exercise of the above management rights, the Hospital agrees that any action taken by the Hospital shall not conflict with any other provision of this Agreement. It is further provided that the provision of this Section shall not be used by the Hospital for the purpose of discrimination against the Union or any of its members.

Section 2

The right of management in the operation of its business is unlimited except as it may be expressly and specifically restricted by the provision of this Agreement, and this Agreement is the sole agreement between the parties.

ARTICLE XXV EDUCATION BENEFITS

Section 1 - Full-Time Employee's Benefits

An employee who has been employed by the Hospital for at least six (6) months as a permanent full-time employee (or for two (2) years in the case of part-time employees) shall receive upon advance approval by the Administrator tuition and book reimbursement for one work-related course at a time. Any other related fees will be the responsibility of the employee. Employees participating in the Alternative Compensation Program shall be eligible for the Education Benefits.

In order to encourage employees to further their self development in their current assignments, the Hospital will reimburse a regular full-time employee who has completed one (1) year of

employment or a regular part-time employee who has completed two (2) years of employment up to eight hundred dollars (\$800) per calendar year for the cost of tuition and fees.

In order to receive reimbursement, the course of study must be of mutual benefit to the employee and the Hospital, the employee must make advance application for such course and receive written approval for reimbursement from the Administrator, provided the course is completed with a passing grade. The Hospital shall pay the reimbursement in full by the next pay period or no later than thirty (30) days after completing of the course. In the event the course is offered in the Hospital, employees shall take the course in the Hospital.

Approval shall not be unreasonably denied.

The Union and the Employer agree that offering and promoting education and training opportunities can prove to be benefits to both the employee and the Employer. There is also agreement that the availability of appropriate training which enhances career mobility and provider avenues for employee growth and development is desirable for both parties.

Section 2 - Continuing Education Requirement

No employee shall suffer a loss in wages or benefits when attending class as long as the classes are mandatory.

The Hospital shall review and maintain its current program in-service education.

Request for CEUs will not be denied as long as it is in the scope of the employee's license or certification for which the employee was hired within the limit of the reimbursement amount.

Section 3 - Mandatory Education

Management shall schedule mandatory education on employees' days off. Employees will attend the mandatory class and be paid for duration of mandatory class only. If management is unable to

schedule a mandatory class on employee's day off, employee shall suffer no loss of income.

ARTICLE XXVI CREDIT UNION

The Hospital shall provide a credit union to be available to the unionized employees of the Hospital. It is understood that the Hospital will not oppose inclusion of unionized employees of Serra Medical Clinic, Inc. in the employee group to which the credit union will be made available. Payroll deduction will be made available to the credit union. The Hospital shall not be obligated to incur any other cost of financial obligation of any kind in connection with the credit union. The Hospital will pay credit union late charges and/or any lost interest caused by failure of the Hospital to make timely payment of employee deductions to the credit union.

ARTICLE XXVII COPE CHECK-OFF

The Hospital hereby agrees to honor contributions deductions authorization from its employees who are Union members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of five dollars (\$5.00) bi-weekly and to forward that amount to the UHW-West for the Committee on Political Education. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the UHW-West Committee on Political Education are not conditions of membership in the Union or of employment with the Employer and that the Employer and that the UHW-West Committee on Political Education will use the money it receives to

make Political contributions and expenditures in connection with federal, state and local elections."

ARTICLE XXVIII HEPATITIS

The Employer agrees to provide, at no cost to the employee, hepatitis "B" vaccine when and where recommended by the Employee Health Nurse.

ARTICLE XXIX SUBSTANCE ABUSE TESTING

The Union and the Employer mutually recognize the importance of a safe, productive and drug-free environment at the Hospital and subscribe to the following working rule:

The authorized possession, use and sale or transfer of alcohol and narcotics or other drugs on Hospital property at any time are strictly prohibited. Arriving to work or working under the influence of alcohol or illegal drugs is strictly prohibited.

In order to enforce this policy, employees may be tested for substance abuse when reasonable suspicion exists of such abuse. The Union may grieve any aspect of the actual administration of this policy which it believes to be inappropriate. Effort will be made by the Hospital to communicate in writing, in advance to employees the specific criteria and procedures to be used in the testing for substance abuse.

ARTICLE XXX HEALTH AND SAFETY

The Employer will comply with State and Federal law and regulations relating to Occupational Safety and Health and endeavor to provide a safe and healthful work environment. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer and to practice

good safety habits in the performance of their duties. The Hospital will comply with Needle Stick and Needle Safety Legislation.

The Employer will make reasonable effort to maintain all equipment in good working order and to supply equipment in an adequate amount necessary for the employee to fulfill his/her assigned functions.

ARTICLE XXXI TRANSFER OF OPERATIONS

The Employer shall inform any prospective buyer of the existence of this Collective Bargaining Agreement; and that this Agreement, in the event of a sale, merger, or other transfer of title, shall be binding upon the parties, their successors or assigns and upon any person, party, partnership, or corporation that may take over the ownership and/or management of the Employer's facilities. The Employer shall be held responsible for any damages incurred by the failure to fulfill its obligation contained herein.

ARTICLE XXXII RE-OPENER ON ECONOMICS

The parties agree to re-open the contract on September 1, 2011 to bargain over economic issues. Negotiations shall commence no later than sixty (60) days prior to the deadline re-opener date of September 1, 2011. If the parties are unable to reach an agreement on these issues by the deadline re-opener date, Article 5, No Strike/No Lock-out, will be suspended until such Agreement has been reached.

ARTICLE XXXIII ENFORCEABILITY

In consideration for SEIU-UHW's agreement to amend and renew the Collective Bargaining Agreement as set forth herein, PHOV

agrees that it will not file any motion under section 1113 of the Bankruptcy Code, and further, PHOV agrees that in the event it becomes necessary to sell the hospital to a third-party, PHOV will comply with its obligation set forth in Article XXXI of the CBA to ensure that the Collective Bargaining Agreement shall be binding upon the parties, their successors or assign and upon any person, party, partnership, or corporation that may take over the ownership and/or management of PHOV's facilities. If there is an alleged breach of this provision that is not resolved within seven (7) days of notice of the alleged breach, the parties agree to submit such dispute to expedited arbitration. The arbitrator to hear such dispute will be selected within seven (7) days of notification of the need to move to arbitration by alternatively striking name from the following list:

Sara Adler
Jerilou Cossack
Matthew Goldgberg
Gerald McKay
David Nevins

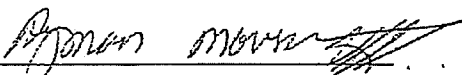
The parties agree to schedule the hearing before the arbitrator within thirty (30) days of the selection of the arbitrator. If a breach of this provision is found by the arbitrator, the parties agree that the remedy shall be an amount equal to three (3) times the amount of severance pay provided for in the CBA to each employee affected by the breach.

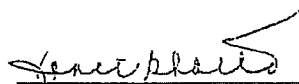
ARTICLE XXXIV TERM OF AGREEMENT

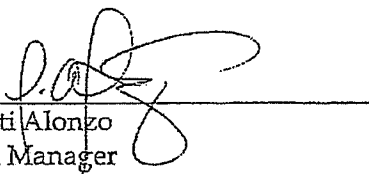
This Agreement shall become effective on the 1st day of June, 2010, and shall remain in full force and effect through and including the 1st day of June, 2013. On and after June 1, 2013, this agreement shall automatically renew itself from year to year thereafter unless either party gives notice to the other party of a desire to amend, modify, or terminate the Agreement not less than ninety (90) days prior to any expiration date.

For the Employer:

PACIFICA HOSPITAL OF THE VALLEY

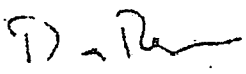

Ayman Mousa
CEO

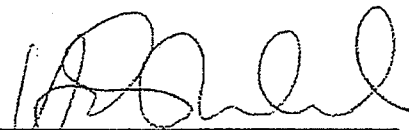

Janet Latto
CNO



Patti Alonzo
HR Manager

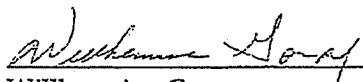
For the Union:

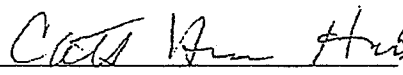
SEIU UNITED HEALTHCARE
WORKERS-WEST

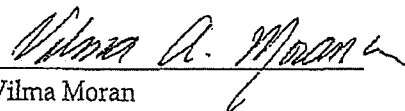

Dave Regan
Trustee


Hal Riddick
Director


Abdul H Billoo
(ADI) Rad Tech
Bargaining Committee Member


Willhermina Garay
Admitting Representative
Bargaining Committee Member

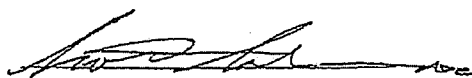

Cathy Huss-Havardi
OR Technician
Bargaining Committee Member



Vilma Moran

LVN

Bargaining Committee Member



Scott Salmon

Recreational Therapist

Bargaining Committee Member

APPENDIX A
Hourly Wage Rates

<u>Job Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
Acct Payable Clerk	\$13.00	\$13.39	\$13.80	\$14.22	\$14.65
Acct Payable Coord	\$15.06	\$15.52	\$15.98	\$16.46	\$16.95
Admitting Registrar	\$12.08	\$12.43	\$12.81	\$13.20	\$13.59
Billers (Medical Medicaid Industrial SNF)	\$17.88	\$18.42	\$18.97	\$19.54	\$20.12
Billing Clerk	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86
C.N.A.	\$12.74	\$13.13	\$13.51	\$13.92	\$14.34
C.N.A./R.N.A.	\$13.84	\$14.23	\$14.62	\$15.03	\$15.45
Cashier	\$9.93	\$10.27	\$10.53	\$10.85	\$11.17
Central Supply Tech	\$13.77	\$14.18	\$14.61	\$15.05	\$15.50
Central Supply Tech (Lead)	\$15.73	\$16.20	\$16.70	\$17.19	\$17.70
Certified Diet Technician	\$16.10	\$16.58	\$17.06	\$17.58	\$18.11
Certified Occupational Therapy Asst	\$24.15	\$24.87	\$25.61	\$26.39	\$27.17
Clinical Analyst	\$14.35	\$14.78	\$15.22	\$15.68	\$16.15
Collector	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86
Cook	\$11.36	\$11.71	\$12.05	\$12.42	\$12.79
Diet Assistant	\$12.08	\$12.43	\$12.81	\$13.20	\$13.59
Diet Clerk	\$9.93	\$10.27	\$10.53	\$10.85	\$11.17
Echocardiography Tech	\$21.48	\$22.12	\$22.77	\$23.46	\$24.16
EKG Tech	\$14.66	\$15.10	\$15.56	\$16.02	\$16.50
Engineer	\$23.48	\$24.18	\$24.91	\$25.66	\$26.42
Engineer I	\$25.82	\$26.59	\$27.39	\$28.21	\$29.06
Engineer II	\$28.17	\$29.02	\$29.89	\$30.78	\$31.71
Financial Analyst	\$15.43	\$15.90	\$16.37	\$16.87	\$17.37
Food Service Worker	\$9.93	\$10.27	\$10.53	\$10.85	\$11.17
HMO Claim Coord	\$15.43	\$15.90	\$16.37	\$16.87	\$17.37
Housekeeping Aide A	\$9.93	\$10.27	\$10.53	\$10.85	\$11.17
Housekeeping Aide B	\$11.55	\$11.90	\$12.25	\$12.62	\$13.00

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Information System Financial Analyst	\$30.00	\$30.90	\$31.83	\$32.79	\$33.78
Insurance Verifier	\$12.74	\$13.11	\$13.00	\$13.91	\$14.33
Linen Room Attendant	\$9.93	\$10.27	\$10.53	\$10.85	\$11.17
LVN	\$19.96	\$20.56	\$21.18	\$21.81	\$22.46
Medical Billers	\$16.91	\$17.41	\$17.93	\$18.47	\$19.03
Medical Legal Coord	\$18.11	\$18.65	\$19.21	\$19.79	\$20.38
Medical Record Coder	\$14.35	\$14.78	\$15.22	\$15.68	\$16.15
Medical Records Tech I	\$10.73	\$11.06	\$11.39	\$11.73	\$12.09
Medical Records Tech II	\$13.73	\$14.14	\$14.58	\$15.02	\$15.46
Medical Technologist	\$30.99	\$31.92	\$32.88	\$33.86	\$34.89
Monitor Tech	\$14.66	\$15.10	\$15.56	\$16.02	\$16.50
Occupational Therapist	\$37.57	\$38.69	\$39.86	\$41.04	\$42.27
Occupational Therapist Aide	\$13.21	\$13.60	\$14.01	\$14.43	\$14.87
OR Assistant	\$13.91	\$14.33	\$14.76	\$15.20	\$15.66
OR Tech	\$17.61	\$18.13	\$18.68	\$19.25	\$19.82
Painter	\$13.47	\$13.87	\$14.28	\$14.71	\$15.15
Payroll Coord	\$18.26	\$18.80	\$19.37	\$19.95	\$20.55
PBX Operator	\$8.62	\$8.88	\$9.15	\$9.42	\$9.70
Pharmacy Billing Clerk	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86
Pharmacy Tech	\$16.10	\$16.58	\$17.07	\$17.59	\$18.11
Phlebotomist	\$12.41	\$12.79	\$13.17	\$13.57	\$13.97
Physical Therapy	\$23.84	\$24.56	\$25.30	\$26.05	\$26.84
Physical Therapy Assistant (Licensed)	\$24.15	\$24.87	\$25.61	\$26.39	\$27.17
PT Aide	\$12.50	\$12.88	\$13.26	\$13.66	\$14.07
PT Asst	\$13.21	\$13.60	\$14.01	\$14.43	\$14.87
Radiology Assistant	\$12.08	\$12.43	\$12.81	\$13.20	\$13.59
Radiology Tech I	\$20.12	\$20.73	\$21.35	\$21.98	\$22.65
Radiology Tech II	\$21.48	\$22.12	\$22.77	\$23.46	\$24.16
Radiology Tech III	\$26.83	\$27.63	\$28.46	\$29.33	\$30.20
Radiology Tech IV	\$30.21	\$31.09	\$32.06	\$32.99	\$33.98

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APPENDIX A

Rec Therapist	\$22.54	\$23.22	\$23.91	\$24.63	\$25.37
Recreational Therapy Assistant	\$14.09	\$14.50	\$14.94	\$15.39	\$15.86
Respiratory Therapy Tech	\$24.50	\$25.24	\$25.99	\$26.79	\$27.58
RT Aide	\$12.50	\$12.88	\$13.26	\$13.66	\$14.07
RT Assist	\$13.21	\$13.60	\$14.01	\$14.43	\$14.87
Security Officers	\$10.21	\$10.72	\$11.26	\$11.82	\$12.41
Staff Accountant	\$18.81	\$19.37	\$19.95	\$20.55	\$21.17
Unit Clerical Secretary	\$12.51	\$12.89	\$13.27	\$13.66	\$14.07

APPENDIX A

Effective June 1, 2004

A. Longevity pay shall be provided based on the length of employment in the following manner.

Year	Old Longevity Rates	New Longevity Differential Rates/Effective upon ratification
5	\$0.40	\$0.50
6	\$0.40	\$0.50
7	\$0.40	\$0.50
8	\$0.40	\$0.50
9	\$0.40	\$0.50
10	\$0.60	\$0.75
11	\$0.60	\$0.90
12	\$0.60	\$1.05
13	\$0.60	\$1.20
14	\$0.60	\$1.35
15	\$0.80	\$1.70
16	\$0.80	\$1.85
17	\$0.80	\$2.00
18	\$0.80	\$2.15
19	\$0.80	\$2.35
20	\$0.95	\$2.70
20+	\$0.95	\$2.70

The longevity increases shall be in addition to the normal rate of pay.

B. Any O. R. Tech who possesses the O. R. Tech certification as of the effective date of this Agreement shall receive a fifty-cents (\$.50) per hour differential without regard to whether such certification is required by the Hospital. If in the future

APPENDIX A

the Hospital required O.R. Techs to possess the O.R. Tech certification as a condition of employment, all O.R. Technicians who are required to possess the O.R. Tech certification shall receive the differential of forty-cents (\$.40) per hour.

- C. Any employee who successfully completes a thirty (30) hour basis arrhythmia course, and is assigned to utilize the skills derived from that training in the performance of his/her duties, shall receive a differential of thirty cents (\$.30) per hour.
- D. Each LVN possessing IV certification who is designated by the Hospital to utilize the skills gained by such certification in the course of his/her works shall be paid a premium of seventy-five center (\$.75) per hour. Each LVN possessing critical care certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of ninety cents (\$.90) per hour. Each LVN possessing Critical Care Certification and IV certification who is designated by the Hospital to utilize the skills gained by both certifications will be paid a premium of one dollar and forty cents (\$1.40). There shall be NO pyramiding of any other premiums. LVN s possessing the above skills that are not designated by the Hospital to utilize these skills and are not receiving the premium shall not be required to perform such work.

Each LVN possessing ACLS certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of twenty cents (\$.20) per hour.

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Each LVN possessing PALS certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of twenty cents (\$.20) per hour.

E.

(1) Respiratory Techs who function as a "team leader" shall receive a premium of fifty cents (\$.50) per hour when so assigned by the Department Director.

(2) If the Employer in the future decides there is a need to increase "Team Leader" functions in other classification, the Employer and Union will meet to negotiate the premium.

F. LVNs who float outside their regularly assigned areas shall receive forty cents (\$.40) per hour beginning April 1, 1992, for each hour, or majority portion thereof, while working in a different area. Hospital areas for floating purposes are defined in Article XI, Section 8 "Float Policy".

CNAs who are not in the Float Pool are not required to Float, but can volunteer.

Float Pool CNAs shall receive twenty-five cents (\$.25) added to their base hourly rate.

CNAs who float shall receive a twenty five cent (\$.25) per hour differential.

G. Each LVN working in the Sub Acute Units who has ventilator training and is designated by the Hospital to utilize the skills gained by such training in the course of his/her works shall be paid a premium of twenty cents (\$.20) per hour.

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Each LVN working in the Sub Acute Units who has completed ventilator and tracheotomy care training and is designated by the hospital to utilize the skills gained by the training in the course of his/her work shall be paid a premium of sixty cents (\$.60) per hour.

Each LVN permanently assigned in the ER unit shall be paid a premium of \$2.00 per hour.

There shall be no pyramiding of any other premiums.

CNAs who were receiving this differential prior to April 1, 1998 will continue to receive this premium.

- H. Employees possessing RNA training who designed by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of thirty cents- (\$.30) per hour.
- I. Each Respiratory Tech possessing neo-natal certification shall be paid a premium of fifty cents (\$.50) per hour.

APPENDIX B

**BENEFIT SCHEDULE FOR PART-TIME EMPLOYEES BASED ON
ASSIGNED SCHEDULE EFFECTIVE FEBRUARY 1, 1995**

<u>ASSIGNED HOURS PER WEEKS</u>							
	20	24	28	30	32	35	36+
<u>EARNED HOURS PER MONTH</u>							
<u>SICK LEAVE</u>							
Hours Accrued per month	4.0	5.0	5.5	6.0	6.5	7.0	8.0
<u>VACATION</u>							
Seniority 1-4	3.33	4.0	4.67	5.0	5.33	5.83	6.67
Years fully earned (2 weeks off)	40.00	48.00	56.00	60.00	64.00	70.00	80.00
Seniority 5-9	5.00	6.00	7.00	7.50	8.00	8.75	10.00
Years fully earned (3 weeks off)	60.00	72.00	84.00	90.00	96.00	105.00	120.00
Seniority 10 yrs+	8.33	10.00	11.66	12.50	13.33	14.58	16.66
Fully earned (5 weeks off)	80.00	96.00	112.00	120.00	128.00	140.00	
	100.00	120.00	140.00	150.00	160.00	175.00	200.00
<u>HOLIDAYS</u>							
Pay for un-worked holiday	4.0	5.0	5.5	6.0	6.5	7.0	8.0
Pay for holiday worked (See Article XVI, Section (c)).							
Part-time twelve (12) hour shift employees shall receive eight (8) hours pay for unworked holidays.							

**LETTER OF UNDERSTANDING:
RED CIRCLE WAGE RATES FOR DISPLACED
EMPLOYEES**

In the event of reduction in force, or any other circumstance that causes displacement or involuntary placement of any bargaining unit member into a lower rated job classification or a lower paid position, the employee's wage rate shall not be reduced due to such displacement or involuntary placement in a lower rated job classification or a lower paid position. The Employer shall "Red Circle" the employee's wage and maintain the former higher wage rate.

An employee with a "Red Circled" wage rate shall be "Frozen" at their higher rate of pay and not be eligible for base wage increases, until such time as scheduled contractual wage increases equal the difference between the lower wage of the employee's new job and the employee's higher wage rate or two years, whichever is sooner. Thereafter, the employee's wage rate shall no longer be considered "Red Circled" and they shall receive any and all scheduled contractual wage increases.

The Employer and the Union shall jointly determine the wage difference if wage rates are not uniform among employees. Employees who are "Red Circled" shall receive any differentials, or any other add-ons to the base wage rate for which they are eligible during this period.

INTENT STATEMENT AND EXAMPLE:

In the current example of probable involuntary placement of CNAs from a higher paid area of the Hospital to a lower paid area in the same job classification, the employees would not be reduced in pay when transferred. Their wage rate would be "Red Circled" and "frozen" for no longer than two years. Since we have

determined that the general difference in the wage rate is \$1.05 per hour it will take approximately two years (based on 4% increase per year) for these employees to be frozen and "make up" the difference between them and other lower paid employees in the area. In this situation the employee would be "unfrozen" and begin receiving scheduled wage increases at the beginning of the third year of the contract. It is possible, however, that some employees may be "unfrozen" before two years if they are higher paid (the 4% equals more sooner), or if the difference between the red circled rate and the rate of other employees is less per hour, or the scheduled contractual wage increases, including step increases and contract anniversary increases, equal \$1.05 before two years.

(Placement in Wage Article except for Intent Statement)

LETTER OF UNDERSTANDING:

**STATEMENT OF SEPARATION OF CONTRACTUAL
WAGES AND BENEFITS AND CALIFORNIA STATE
WAGE PASS THROUGH FUNDS**

The Employer and the Union agree that all contractual wages, benefits and other economic provisions contained in the Agreement shall be funded by the Employer separately and apart from any legislated wage or benefit pass through funds provided by the State of California or other government entity at any time before or during the term of this Agreement.

The parties have agreed to enter into separate Agreements for the distribution of legislated wage or benefit pass through funds that are extra to this Collective Bargaining Agreement.

(Placement in Wage Article of the Agreement)

SIDE LETTER

Of the 5% ATB reductions agreed to in April 2009, 2.5% shall be restored to everyone effective the date the court approves the hospital's plan of reorganization.

Eliminate one (1) holiday.

No 401(k) matching.

Between April 2009 and April 2010 the UHW Bargaining unit has been reduced by forty-three positions. The Union proposes that nineteen of these forty-three positions remained unfilled.

THE SEVEN TENETS OF JUST CAUSE

1. Was the Employee adequately warned of the consequences of his or her conduct? The warning may have been made orally or in writing. There are exceptions for certain conduct, such as insubordination, coming to work drunk, or stealing the Employer's property.
2. Was the Employer's rule or order reasonably related to efficient and safe operation? Were the rules posted, communicated, and understandable?
3. Did the employer investigate before administering discipline? Was there due process? Was the investigation fair and objective?
4. Did the investigation produce substantial evidence or proof of guilt? Can the employer meet its burden of proof?
 - ❖ Clear and convincing evidence
 - ❖ Preponderance of evidence
 - ❖ Evidence sufficient to convince a responsible mind
 - ❖ Evidence beyond a reasonable doubt
5. Were rules, orders and discipline applied evenhandedly and without discrimination? If enforcement has been lax in the past, management can't suddenly begin to crack down without first warning employees.
6. Did the company use progressive discipline?
7. Was the discipline reasonably related to the seriousness of the offense and to the employee's past record and length of service?

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

EXHIBIT 55



United Healthcare Workers West

**United Healthcare
Workers – West**
Service Employees International Union
CTW, CLC

560 Thomas L. Berkley Wy.
Oakland, CA 94612
510-251-1250 □ 800-585-4250

5480 Ferguson Drive
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www.seiu-uhw.org
Quality Healthcare for All

Collective Bargaining Agreement with

**PACIFICA HOSPITAL OF
THE VALLEY**

June 1, 2013 – June 1, 2016

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AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 2013, is between the PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY, (hereinafter called the "Hospital") and SEIU UNITED HEALTHCARE WORKERS WEST (hereinafter called the "Union"). It is executed by the Union on behalf of the employees of the Hospital within the classifications or work mentioned in this Agreement. This Agreement is an understanding between the parties for the term that it shall be effective, and represents a compromise of all interests resulting from collective bargaining negotiations. The Hospital and the Union, and each of the officers thereof executing this Agreement, jointly and severally represent that they are duly authorized to execute this Agreement.

UNION-MANAGEMENT COMMITMENT TO QUALITY CARE

The Union and the Employer mutually recognize the importance of promoting cooperation, understanding and respect among the Union. Management and the employees, recognize the importance of promoting a work environment that provides a high degree of satisfaction for physicians, PACIFICA HOSPITAL employees, and patients. The parties recognize the mutual benefit that may be derived from the delivery of quality medical care in a dignified, efficient and professional manner.

UNION-MANAGEMENT COMMITMENT TO COURTESY

Both the Union and the Employer agree that courtesy in day-to-day communications between all employees of the Employer is an essential element of a harmonious working environment. Both agree that courtesy should always be present in Employer-employee relationships.

UNION-MANAGEMENT COMMITTEE

A. Joint Labor Management Meetings

1. Purpose

There shall be a Joint Labor Management meeting bi-monthly with the Hospital CEO or designee and up to three (3) Employer designees and up to four (4) representatives appointed by the Union. The Joint Labor Management meetings will be held for the purpose of reviewing, discussing, and resolving issues of mutual concern to the parties

including, but not limited to, health, safety, staffing, and patient care. Additional meetings may be scheduled by mutual agreement.

2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held, the employee representatives on the Committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of two (2) hours per employee per month. Attendance at committee meetings will not be considered "time worked" for the purposes of overtime calculation.

3. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article XVIII, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article XVIII, Grievance and Arbitration.

B. Health and Safety

1. Reporting Health Hazards by Employees

If any safety or health hazard is detected by an employee, the employee shall promptly report it in writing his (her) supervisor, with copy to the Hospital CEO. The Employer shall provide forms for such reporting or the employee may submit a written statement detailing the hazard that is dated and signed by the employee.

2. Union Notification

The Union shall promptly notify the Hospital CEO of any potential health and safety hazards, violations, or problems of which it is aware. Notification shall be dated and in writing.

3. Remediating Health or Safety Problems

The Employer shall have a reasonable period of time to remedy any problems or situations brought to its attention by employees or the Union.

4. In-Service

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

5. Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge and at an employee's request.

C. Dispute Resolution

1. Joint Executive Committee

At the request of either party, a difference of opinion between the representatives of the Labor Management Committee shall be referred to the Joint Executive Committee. This committee will be the exclusive means for resolving any such differences of opinion and shall be composed of:

- a. The President of the Union or designee and one (1) Union member.
- b. Two (2) members of the Hospital's Management Team as designated by the Hospital CEO.

2. Meeting Purpose

A meeting shall be held within ten (10) days of the referral, unless the committee mutually agrees otherwise. The purpose of the meeting will be to jointly review the original problem presented by the Labor Management Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation and to begin joint explorations leading to resolution of the matter. The recommendation of the Executive Committee shall be reached within thirty (30) days of the committee's last meeting regarding the issue.

3. Selection and Qualifications of Neutral Third Party

In the event the Executive Committee is unable to reach agreement on a recommendation, a mutually agreed upon third party neutral may be brought in to join the Committee. In the event the Executive Committee remains unable to resolve the issue, the third party neutral shall decide the final resolution which will be implemented. In making a final decision on the issue presented to the Executive Committee, based on the information presented by the parties, the neutral third party will be acting as a labor arbitrator, and the decision will be treated as final and binding by the parties. Either the Union or the Employer may seek to vacate the decision pursuant to applicable state and federal laws.

The parties shall select a person to serve as third party neutral/arbitrator with respect to an issue hereunder by soliciting a list of persons from the FMCS, AAA, or other similar governmental or non-governmental organizations, who meet the following criteria:

- a. At least five (5) years of experience as a Healthcare Professional or arbitration experience with patient services and acute care issues; and
- b. No current or prior employment by Pacifica Hospital of the Valley or SEIU or any of their divisions.

4. Impact on Other Units

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

Additionally, if the Employer grants any other Union similar rights to resolve staffing disputes, it will make every effort to include in such contract a provision that is not the intent of the parties to make recommendations or resolutions that adversely impact any other bargaining unit including the Union.

Written agendas of matters to be discussed shall be provided by both parties no later than one (1) week before each scheduled meeting. If parties have no items for the agenda, the meeting shall be deemed canceled. Special meetings, in addition to the meetings provided above, may be requested by either party. Neither party shall refuse to meet, cancel or otherwise delay the Committee from meeting or resolving workplace issues. Both parties agree in the event of an unforeseen emergency the Committee Meeting may have to be rescheduled. Both parties agree to reschedule the Committee Meeting within a two (2) week period of time unless mutually agreed to extend that time frame.

ARTICLE I RECOGNITION

Section 1 - Recognition

The Hospital recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement shall apply to Hospital employees working in the Service and Maintenance, Technical, Skilled Maintenance, Business Office Clerical, PBX, Security Officers and Clerical units, Social Workers and the classifications listed in Appendix "A," and to any other classifications which may be established within the scope of the duties now included within these classifications. This Agreement shall not apply to executive, administrative, professional or Non-Bargaining Unit employees or employees presently represented by any other collective bargaining agent recognized by the Hospital, or to supervisory personnel with authority to hire or fire, or effectively to recommend such action.

Section 2 - Subcontracting

The Hospital will not subcontract any work currently being performed by bargaining unit members to any person or entity which does not provide wages or other conditions at least equal to those contained in this Agreement.

The Hospital shall not subcontract any work currently being performed by any other bargaining unit members to any person or entity which does not provide wages or other conditions at least equal to those contained in this Agreement, as of the date of the employee's transfer to the contracted service and for a period of at least sixty (60) days.

Bargaining unit members shall not be removed from their regular scheduled shifts or assignments as a result of the displacement of non-bargaining unit employees.

There shall be no displacement by non-bargaining unit personnel of Nursing Attendants or unit Clerical Secretaries for the duration of the current Agreement.

In the event the Employer is contemplating contracting out of any bargaining unit employee(s) work, the Union shall be given as much advance notice as possible but no less than sixty (60) days advance notice.

The Employer shall provide information pertinent to the issues, to the Union timely as requested. The Employer agrees to meet with the Union as soon as possible to explore alternatives to subcontracting and the impact on employees. If a feasible alternative is presented during the course of meetings, the Employer agrees to pursue such alternative and implement.

ARTICLE II UNION MEMBERSHIP

Section 1 - Current Employees Union Membership

Except as set forth in Article IV, all present employees within the bargaining unit shall, after thirty (30) days from the effective date of this Agreement, be required to become members in good standing of the Union through payment of initiation fees and/or dues and shall continue such membership in good standing for the duration of this Agreement.

Section 2 - New Employees Union Membership

Except as set forth in Article IV, all new employees shall, as a condition of employment, become members of the Union after thirty (30) days from the date of employment and shall remain a member of the Union, to the extent of pay initiation fees and membership dues uniformly required as a condition of acquiring and retaining membership in the Union for the duration of this Agreement.

Section 3 - Union Security

The Employer will provide to the Union the following information no later than the tenth (10th) of each month in both hard copy and electronically:

1. A list of new hires, including their name, home address, home phone number, classification, wage rate, shift FTE, date of hire, and social security number; and
2. A list of terminations, including name, home address, home phone number, classification, wage rate, department, shift, FTE, and date of hire; and

3. A list of all bargaining unit members including name, home address, home phone number, wage rate, department, shift, FTE, and social security number; and
4. The Employer will continue to send the Union copies of their monthly financial statements.

Section 4 - Check Off

The Hospital agrees that it shall, upon receipt of an employee's individually signed authorization card, deduct from such employee's earnings bi-weekly the regular monthly dues, and initiation fees for membership in the Union shall likewise be deducted at the time the employee becomes a member of the Union. No deduction shall be made for fines or assessments. Such monies will be remitted each month to the duly authorized representative of the Union at the address as provided herein. Said authorization cards shall be irrevocable for a period of one (1) year or for the term of the contract, whichever is lesser.

Section 5 - Indemnification

The Union agrees to indemnify the Hospital and make it whole against any claim or actions arising out of the application of the provisions of this Article.

Section 6 - Itemization

When remittances are made by the Hospital to the Union under the terms of this Article, such remittances shall be accompanied by an itemized statement indicating the name of each employee and the itemized amounts deducted from the pay of each employee.

Section 7 - Failure to Comply

Upon the failure or refusal of an employee to comply with the provision of Sections 1 or 2 above, the Union shall notify such employee in writing of his/her obligation under the provision of this Article. A copy of such notification shall be sent to the Hospital. The failure of an employee to comply with the provisions of this Article within ten (10) days after the receipt of such notification from the Union shall result in his/her termination by the Hospital.

ARTICLE III EMPLOYEES NOTIFICATIONS

- A. At the time of hire of a new employee subject to this Agreement, the Hospital shall advise the employee that the Union is the collective bargaining agent, and shall furnish the new employee with a copy of this Agreement and the health plan. The Union shall furnish the new employee with a current Stewards list. Each new employee shall be oriented during the first month of employment.

posting for seven (7) days. Core, benefited positions will not be replaced by Per Diem positions.

- C. A part-time employee is an employee who is regularly employed for twenty (20) or more hours per week, but less than thirty-six (36) hours. Part-time employees shall receive all the benefits of this Agreement on a pro rata basis, as set forth in Appendix "B." In the event a part-time employee is scheduled full-time hours for three (3) consecutive months and they are not replacing any employee who is out on a leave of absence, that part-time position shall be posted per Article XII Seniority, Paragraph 6 - Job Postings.
- D. A full-time employee is defined as an employee who is regularly employed for forty (40) or more hours per week. An employee working three (3) twelve (12) hour shifts per week shall be considered a full-time employee and shall be paid for thirty-six (36) hours per week at straight-time. Full-time employees who, with the Hospital's approval, elect to work part-time shall receive the benefits provided in (C) above.

ARTICLE V NO STRIKE/NO LOCKOUT

Section 1 - No Strike

During the term of this Agreement, the Union will neither call nor sanction any strike, sympathy strike, stoppage of work, slowdown or concerted interruption of any functions of this family, whether or not the cause therefore was or was not subject to arbitration. If such action occurs, the Union shall make every reasonable effort to terminate such action, and if the Union does so, the Union shall not be liable in damages to the Hospital.

Section 2 - No Lockout

During the term of this Agreement, the Hospital shall not commence or continue a lockout of its employees.

Section 3 - Court Action

The Hospital shall have a right to an injunction and damages if the Union violates Section 1 hereof, and the Union shall have a right to an injunction and damages if the Hospital violates Section 2 hereof.

ARTICLE VI WAGE RATES

Section 1

Employees shall not receive a reduction in their straight-time wage rates by reason of the signing of this Agreement.

Section 2

The minimum straight-time hourly rates of pay for each employee hired on or after June 1, 2004, shall be as shown in Appendix "A," attached and made a part hereof.

Section 3

The wage rates set forth in Appendix "A" are intended to be minimum rates of pay. Nothing in this Agreement shall preclude or discourage the Hospital from paying the employees a rate higher than that prescribed in Appendix "A."

Section 4

All wages shall be paid bi-weekly. If payday falls on a national holiday listed in Article XV, the employee's paycheck shall be available on the day before the holiday.

Section 5

A. An employee upon promotion in a job classification in a higher labor grade shall be paid the rate for the new classification or a five percent (5%) increase, whichever is higher.

In determining an employee's rate of pay on such promotion the following general principles shall be used as a guide:

1. An employee promoted to a job classification which he/she has not previously held shall be given his/her then current rate of pay or the minimum rate of pay for the new job classification, whichever is the higher of the two. An employee demoted to a job classification which he/she previously held shall be given the same in grade position as he/she held when last previously in that job classification.

B. An employee who changes to a job paying a different rate on a day other than the first day of the pay period shall be paid the rate for each job held for the day or days in such week he/she held such job.

Section 6 - Temporary Promotions

An employee assigned as a lead person or to a job classification in a higher-rated labor grade to replace another employee absent, on vacation, or for a temporary period, shall be paid the minimum rate of pay of the higher classification plus fifteen cents (\$.15) or his/her own base rate plus fifteen cents (\$.15), whichever is the higher of the two, but the adjustment shall not exceed the maximum of the higher-rated job classification. Consideration will be given to seniority in cases of temporary promotion to lead persons.

ARTICLE VII MEALS

Section 1

All employees covered by this Agreement who are connected with the Dietary Department shall be entitled to free meals during their regular break and meal periods.

The cafeteria will be available until 6:00pm on weekdays as a break area for employees. The Hospital shall have the right to close the cafeteria area on weekends if it determines such closure to be necessary to maintain the cafeteria in a clean and sanitary condition, or for security reasons.

Section 2

The Hospital will provide night shift employees with coffee free of charge.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 1

The employee's workweek shall be designated by the Hospital and shall be a consecutive period of seven (7) calendar days. The employee's workweek shall begin at the employee's shift break closest to 12:01am Sunday. Eight (8) hours shift employees shall be paid at straight-time hourly rates up to a maximum of forty (40) hours per week, eight (8) hours per day, five (5) days per week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1-½) times the basic straight-time hourly rate. Twelve (12) hour shift employees scheduled to work three (3) shifts a week shall be paid for thirty-six (36) hours at straight-time rates. All hours worked in excess of four (4) hours on the fourth (4th) consecutive day shall be paid at one and one-half (1-½) times the basic straight-time hourly rate. All hours worked on the fifth (5th), sixth (6th) and seventh (7th) consecutive day in one week will be computed per State Wage and Hour law.

All hours worked on consecutive days are not subject to the overtime provision when such schedule results from the request of the employee. Employees shall receive two (2) consecutive days off each week, except days off may be split either (1) at the employee's request or (2) if necessary to schedule every other weekend off. No employee may be required to work two (2) shifts within a one (1) day period except in cases of emergency, or scheduled relief help.

For the purposes of this Article only, in the event an employee has called in sick one (1) or more days of scheduled work in his or her workweek in which voluntary overtime is sought, the employee shall be limited to straight-time pay for voluntary overtime shift worked. If, however, the Hospital requests the employee to work overtime, the overtime shift worked shall be paid at the applicable overtime rate of pay. Employees who are scheduled to work twelve (12) hour shifts may have the option to work an

additional eight (8) hour shift for a total of eighty (80) hours per pay period. Employees who choose this option will be scheduled on their module.

Section 2

Work schedules shall be posted ten (10) days in advance and made effective for a four (4) week period. The posted schedule shall not be changed without prior discussion with and consideration for the employees involved.

Employees may request schedule changes, with the approval of the Department Manager.

Section 3 - Rest Periods and Break Areas

Each employee shall be granted a rest period of fifteen (15) minutes during each four (4) hour shift. It is understood that the rest period includes any travel time to and from the job. The Employer shall provide a suitable area for employees to take their breaks during working hours.

Section 4

With the consent of the majority of employees working twelve (12) hour shifts within a department, the Hospital has the right to change shifts from twelve (12) hours to eight (8) hours.

Section 5

O.R. staffing flexing will be available based on surgery schedule. In the event flexing is necessary, O.R. Techs will be assigned to the 9:00am to 5:30pm shift. If there is a case in progress, they will be allowed to finish. Call schedules will not be affected.

CSTs will not be required to replace a Surgical Assistant, assist in invasive procedures or otherwise act in the capacity of a Surgical Assistant.

CST employees shall have the right to refuse such assignments without fear of reprisal.

Assignments will be made on a voluntary basis. If there are no volunteers, the least senior CST will be flexed.

The O.R. staff including but not limited to, scrub personnel and an instrument technician/transporter shall be paid standby for a period of two (2) hours covering 7:00am-9:00am.

If a second crew is called in for an emergency a minimum of six (6) hours, standby must be paid. When a crew is scheduled for the day, two (2) or more cases are added, an O.R. instrument technician/transporter should be called to expedite turn over the cases and transferring of patients.

Section 6

The Respiratory Department shall establish twelve (12) hour shifts, in accordance with the provision of this Agreement, effective April 1, 1998. Emergency Department

admitting staff shall work twelve (12) hour shifts, in accordance with the provision of this Agreement, effective April 11, 2001.

Section 7 - Call Time Premium for Consecutive Weekend

Call time for consecutive weekends worked that is not at an employee's request shall be paid at one and one-half (1-½) times the regular rate of pay.

Section 8

The overtime rate of pay of two (2) times the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in a twenty-four (24) hour period.

Section 9

In the assignment of additional hours, the Employer will first offer additional hours to employees in order of seniority who would not incur overtime, then to eight (8) or twelve (12) hour employees who have already completed a thirty-six (36) hour or forty (40) hour workweek, in the following order:

1. Regular full-time employees who have been cancelled in the workweek;
2. Regular part-time employees who have been cancelled in the workweek;
3. Regular part-time employees;
4. Per Diems seeking to complete a thirty-six (36) hour schedule;
5. Regular full-time employees;
6. Regular part-time employees who have worked a full-time FTE in the workweek;
7. Per Diems who have worked thirty-six (36) hours in a workweek.

ARTICLE IX SHIFTS

Section 1 - Definition of Shifts

A straight shift is defined as a regular day's work of eight (8) hours completed within eight and one-half (8-½) consecutive hours with not more than thirty (30) minutes for lunch.

A straight shift for twelve (12) hour shift employees is defined as a regular day's work of twelve (12) hours completed within twelve and one-half (12-½) consecutive hours with not more than thirty (30) minutes for lunch.

Section 2

No split shift shall be instituted by the Hospital after the effective date of this Agreement.

Section 3

Evening shift employees shall receive one dollar and forty-five cents (\$1.45) per hour above their regular rate of pay. Night shift employees shall receive one dollar and eighty cents (\$1.80) per hour above their regular rate of pay.

- A. Twelve (12) hour shift employees scheduled from 7:00pm to 7:00am shall receive the night shift differential for all hours worked.
- B. Twelve (12) hour shift employees scheduled from 7:00am to 7:00pm shall receive the evening shift differential for the last four (4) hours of such shift.
- C. Evening shift shall be defined from 3:00pm to 11:00pm; night shift shall be defined from 11:00pm to 7:00am. Any employee working any portion of these hours shall be paid shift differential for all hours worked in the shift.

Section 4

OR Techs and X-Ray Techs shall be paid seven dollars and fifty cents (\$7.50) for each hour spent on such standby status. Actual work time shall begin when the employee arrives at the Hospital and shall end when the employee leaves the Facility. An employee shall receive time and one-half (1-½) his/her regular rate of pay, standby ceases when an employee reports to work during the standby period. Employees shall be guaranteed a minimum of three (3) hours each time they are called in.

Section 5

The Hospital, subject to quality patient care, shall provide regular employees preference in regard to work area assignments over registry personnel. For twelve (12) hour shifts, voluntary overtime shall be offered to regular employees to complete their seventh (7th) shift in a pay period who sign up before using the registry. Voluntary overtime sign-up shall be entered on the MediTech system or in writing prior to the posting of the schedule. If there are no employees available in the overtime list and nobody calls within three (3) hours at start of shift and a registry has been confirmed, there will be no cancellation of registry by the employee who becomes available at the last minute.

ARTICLE X REPORTING AND CALL-IN PAY

Section 1

Any employee who reports for work at the request of the Hospital and is not provided with work, or any employee who is not provided with work for a full shift through no fault of his/her own, shall be paid a minimum of five (5) hours when eight (8) hours constitutes the employee's regular schedule, except that an employee whose work shift would have been less than eight (8) hours shall be paid for his/her full shift. For the purpose of this paragraph, "shift" shall mean the number of hours the employee would have worked up to a maximum of eight (8) hours a day or up to a maximum of twelve

(12) hours a day in the case of twelve (12) hour shift employee. The evening and night shift differential shall be waived for hours not actually worked.

Section 2

An employee called-in to work on his/her regular day off, at the Employer's request, but is furnished with less than half his/her normal shift, shall be paid a minimum of five (5) hours pay or half the usual work day, whichever is greater. Such employee shall not be required to work beyond the quitting time of said shift unless the following shift is also less than fully staffed. He/she shall be paid at time and one-half (1-½) unless the employee requests to take a day off in lieu of the call-in pay. (This sentence shall not apply to Per Diem employees). Employees shall be informed of approximate hours to be utilized when called-in.

Section 3

The provision of Section 1 and 2 above will not apply to an employee who reports for work in an unfit condition or does not complete the shift and must leave for personal reasons or who refuses an alternate assignment considering the employee has been cross trained and seniority prevailed.

Section 4

When there is insufficient work available on a given shift, the least senior employee by shift and classification shall be denied work unless the more senior employee(s) is unqualified to perform the work that is available. Additional work hours shall first be offered to an employee who had been called-off, based on seniority within a classification, before they are assigned to part-time, registry, or other full-time employees. Such senior employee shall be given the option of going/staying home prior to displacing the least senior employee within the classification.

ARTICLE XI MISCELLANEOUS

Section 1 - No Discrimination

Except as provided in Article II the Hospital and the Union agree not to discriminate against any employee or applicant for employment on account of his/her race, creed, color, sex, national origin, age, marital status, mental or physical handicap, membership or non-membership in the Union, or because of any activities on behalf of the Union, or the lack thereof.

All terms and conditions of employment and this Agreement shall conform to the provisions of Sections 503 and 504 of the Rehabilitation Act.

Section 2 - Per Diem Employees in the Bargaining Unit

All Per Diem employees will provide a list of available dates to the manager/supervisor two weeks prior to the posting of the new schedule. Per Diem employees may be

terminated if they refuse to work pre-scheduled assignments or are unable to meet the minimum availability requirements based on the following, unless a current practice requires greater availability:

1. Must be available to work a minimum of two shifts per twenty-eight (28) day schedule.
2. Must be available to work a minimum of two weekend shifts per twenty-eight (28) day schedule.
3. Must be available to work two (2) holidays per year. At least one of the holidays must be Thanksgiving, Christmas or New Year's.
4. An un-worked shift for which any Per Diem has been scheduled to work but is not needed shall be counted toward satisfying the Per Diem availability obligations.

Per Diems will have seniority among other Per Diems within the unit and seniority will be defined as the date of hire as Per Diem.

Section 3 - Workload Distribution

It is the intention of the Hospital to equitably distribute workload among the employees in a department and within a single work unit so that no undue hardship may be placed on an individual worker. In patient care areas, the Hospital shall maintain staffing commensurate with the workload, patient acuity and patient census and shall replace absent employees where, it is necessary and feasible to do so. In an effort to resolve any specific work distribution problems that currently exist, the Hospital will meet with the Union.

In the event the workload distribution is not resolved, it shall be submitted to the Grievance and Arbitration process described in Article XVIII.

Section 4 - Relief Staffing Pool

The Hospital shall maintain a call list of oriented and qualified bargaining unit workers, including housekeepers and food service workers, to be utilized for temporary replacement staffing, on a Per Diem basis. The Union may contribute names to this list. There is no pay for being in the relief staffing pool until actually called-in to work.

Section 5 - Days off Scheduling

The Hospital shall use good faith efforts to achieve staffing which will enable nursing department employees (including all classifications in the nursing, respiratory therapy and EKG job categories) to obtain every other weekend off. The Hospital shall make every effort to schedule dietary and Housekeeping, Security Personnel, Engineering department employees off every other weekend.

Section 6 - New Classification

If during the term of this Agreement, a new bargaining unit job classification is established, the Hospital shall notify the Union of the rate assigned to such new classification. If the Union disagrees with such rate or if the Union claims that a job classification is new and the parties are unable to resolve the dispute, it shall be submitted to arbitration in accordance with the procedure set forth in Step Three of the grievance and arbitration procedure of this Agreement. Job content shall determine whether a newly established job is within the bargaining unit.

Section 7 - Work Outside Classification

An employee shall be paid the higher rate of pay for all hours worked in a higher classification.

Section 8 - Float Policy

The "Service Areas" of the Hospital are as follows:

Surgical, CCU, Medical-Surgical, Emergency Department, Maternal Child Health, Sub-Acute & Behavioral Health (BHU). "Surgery" Service Area includes: Operating Room, Outpatient Department, GI Lab and Post Anesthesia Care Unit (PACU). "Maternal Child Health" Service area includes: Labor & Delivery, Post-partum, Nursery, and Pediatrics; "Sub-Acute" Service Area includes: Adult & Pediatric Sub-Acute.

It is the intent of the Hospital to minimize the extent of incidental floating by LVNs outside their regular assigned Service Areas and only to float those personnel who are qualified to perform duties in the other Service Area(s). The Hospital will determine the LVN's qualification to perform work in a different Service Area and will assume responsibility for any liability arising therefrom. Although the Hospital's need for staffing flexibility due to unanticipated changes in census and patient acuity is recognized, LVNs floating to other Service Areas will be entitled to float pay while working in a different Service Area, as described in Appendix "A".

The Employer shall establish a cross training program for the Nursing Department employees. Training shall be offered in order of seniority. Employees who have completed cross training cannot refuse to float provided there is no need in their department.

Section 9 - Paycheck Errors

Errors made in computing employee paychecks shall be corrected within two (2) business days following notification by the employee to the payroll department.

Section 10 - Disciplinary Notices

The Hospital will remove from an employee's personnel file any disciplinary warnings issued for incidents of unsatisfactory performance (other than incidents which adversely affect patient care) for which there has been no recurrence for a period of one (1) year. Any disciplinary warnings so removed will be invalid for any future discipline

or personnel actions. To satisfy governmental record keeping requirements, copies of such notices shall be permanently maintained in a separate file.

Section 11 - Security Personnel

- A. The Employer will provide adequate security personnel at all times. Security personnel shall patrol the parking lot in an effort to eliminate vandalism and/or theft of employees' vehicles and shall escort employees to and from their vehicles upon request. The Employer shall provide additional security personnel as it determines to be necessary to assure safety during higher risk periods.
- B. All security officers will be trained on infection control, decontamination training, universal precautions, fire classes, CPR, Management of Assault Behavior, & sensitivity training regarding the handling of a decedent's remains and these classes are paid by the Employer.

Section 12 - 401(k)

The Employer will continue to maintain a voluntary 401 (k) Plan. Any Administrative and other related fees will be the responsibility of the employee.

Section 13 - Per Diem Bidding

Per Diem employees bidding for open or part-time positions shall be selected on the basis of qualifications, skill and ability. Where everything is equal, the Employer shall use seniority as the determining factor within the Per Diem pool.

However, Per Diem employees shall have no seniority priority over full-time or part-time employees bidding for the same position.

ARTICLE XII SENIORITY

Section 1 - Probation

Each new employee shall be on probation for his/her first ninety (90) days of continuous employment and shall be subject to discharge at the Hospital's sole discretion, except for Union activity.

Section 2 - Definition

Seniority is defined as the employee's length of continuous service with the Hospital from the most recent date of hire regardless of full-time or part-time status and including unpaid leave except that personal leave in excess of thirty (30) days shall not count towards the employee's seniority.

Section 3 - Layoff

- A. Laid off employees will be recalled to their former classification or a job classification for which they are qualified (if no existing employees from that other classification are on layoff status) in the order of their seniority.
- B. Employees recalled to work after any layoff shall report within one (1) week of the time of issuance of notice to report by registered or certified mail or telegram, unless within such period an employee obtains permission from the Hospital to report at a later time. Any employee who fails to report to work in accordance with such notice shall be considered as having voluntarily quit and shall lose all seniority rights unless he/she can establish that he/she was unable to return because of reasons beyond his/her control and that he/she contacted the Hospital at the earliest possible date; provided, further, the employee notified the Hospital of any absence from the geographic area.

In cases of layoffs and recalls, the following factors shall be considered:

1. Seniority as defined in this Article shall prevail.
 2. Skill and ability to perform the work required in the classification with a minimum of one hundred and sixty (160) hours training.
- C. In the event there is a displacement of employees, the Employer will meet with the Union thirty (30) days prior to said displacement to review employee displacement issues with the intent to establish procedures to minimize such displacement.

Section 4 - Shift Changes and Transfers

The Hospital shall make a good faith effort to honor requests for shift changes and transfers, provided a vacancy exists and the Hospital has a reasonable opportunity to replace the employee seeking a transfer or shift change; provided, further, the Hospital shall be under no obligation to honor more than one such request per year from each employee. New grad LVNs are required to remain in their current assignment for six (6) months.

Section 5 - Promotions

In cases of promotions, seniority shall prevail, provided skill and ability are equal.

Section 6 - Job Posting

All job openings in any classifications defined by this Agreement shall be posted by the Hospital on the Union's bulletin board for at least one (1) week prior to being permanently filled. A copy of the notice shall be mailed to the Union.

Section 7 - Layoff Notice/Pay

A full-time or part-time employee with more than one year of seniority shall be given a minimum of thirty (30) days' notice. The Employer agrees to provide healthcare coverage for an additional thirty (30) days after layoff.

When a regular full-time or regular part-time employee is displaced from his/her position as a result of an indefinite position elimination, and he/she is unable to identify another comparable position for which he/she is qualified, he/she shall be eligible for severance pay in accordance with the following schedule:

<u>Service</u>	<u>Severance</u>
a. At least 1 year through 3 years	2 weeks' pay
b. At least 4 years through 6 years	3 weeks' pay
c. 7 years +	4 weeks' pay

Section 8 - Job Security

A. The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees, but recognize there are circumstances when avoiding displacement cannot be achieved. The parties acknowledge a mutual intention to make use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The Employer will make every effort to avoid displacing employees (e.g. reduction in force, reduction in hours, job elimination on a temporary, indefinite, or permanent basis, etc.) and in so far as it is able, will provide employment security to bargaining unit employees. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating wherever possible in lieu of involuntary reduction. Furthermore, if an employee is unavoidably displaced, the Employer will assist employees in identifying other job opportunities in other departments at the home facility.

B. Joint Labor Management Committee/Workforce Planning Committee: The parties will advise each other in writing of the need to meet under the guise of the Joint Labor Management Committee. Employee representatives on the Committee shall be compensated at straight-time pay for attendance at Committee meetings. Time spent at Committee meetings shall not be counted for the purpose of calculating entitlement to overtime.

The purpose of this Committee will be to develop procedures to meet the employment and income security commitments and to identify retention and

recruitment issues facing the Employer. Such planning shall include such items as follows:

- i. Identifying current and anticipated vacancies;
- ii. Projecting changes in the delivery of healthcare at each Hospital;
- iii. Identifying retraining opportunities for employees at the Hospital;
- iv. Identifying creative retention programs such as one that contemplates the identification of transferable skills of employees to work in classifications other than their own to avoid daily cancellations;
- v. Identifying cross-training opportunities to minimize involuntary daily cancellations;
- vi. Identify systems to support effective reassignment processes such as float pools, cross-training programs, employee lists by competencies;
- vii. Identifying new and creative recruitment sources;
- viii. Other opportunities to enhance recruitment, retention and retraining;
- ix. Impact on the workforce as a result of business changes that would result in closures, consolidations or shared entities.

C. Training and Upgrade Fund

Upon ratification of the contract the Hospital shall meet with the Union to discuss and pursue options for providing an economic basis for training and re-training of Pacifica Hospital employees covered by this Agreement.

Section 9 - Retention of Seniority

An employee who has transferred or being promoted from one job classification to another shall retain all accumulated seniority. Employees that have been promoted to another classification shall retain all accumulated seniority except for: call-offs, modular scheduling preferences, vacation/holiday bidding, floating and shift transfers.

Section 10 - Work Schedule Changes

LVNs and CNAs involved in a voluntary change will lose seniority for the purpose of cancellation on any day on which she initiates change beyond one per schedule.

Example: If a less senior employee trades shifts with a more senior employee, the greater seniority will apply to him/her for the duration of the shift for the purposes of floating and cancellations.

A more senior employee trading a shift with a less senior Employee will use the seniority of the less senior Employee for the duration of the shift for purposes of floating and cancellation.

ARTICLE XIII VACATION

Section 1

All full-time employees covered by this Agreement who have been continuously employed for a period of one (1) year shall be entitled to two (2) weeks' vacation with pay; all full-time employees covered by this Agreement who have been continuously employed for a period of three (3) years shall be entitled annually to three (3) weeks' vacation with pay; all full-time employees who have been continuously employed for a period of six (6) years shall be entitled to four (4) weeks' vacation with pay; all full-time employees who have been continuously employed for a period of (10) years shall be entitled annually five (5) weeks' vacation with pay.

Section 2

Part-time employees shall receive vacation benefits in accordance with Article IV, Section 1 (d).

Section 3

Vacation bidding involving the use of one (1) week or more of vacation shall be open for consideration on the month of February each year. Vacation schedule changes will be restricted to open dates including approved Leaves of Absence. Unscheduled Vacation must be submitted to the immediate supervisor four (4) weeks in advance.

In the event there are more requests for the same or over-lapping vacation periods than can reasonably be granted, the granting of vacation requests will determined on the basis of seniority as defined in Article XII. For requests involving the granting of vacation periods of one (1) week or longer, an employee is limited in exercising his/her seniority to two (2) time per calendar year. An employee is further limited in the exercise of seniority for vacation request covering Christmas or New Years to once every two (2) years.

In all cases when an employee is limited in the exercise of his/her seniority, the next most senior employee(s) request will be honored.

An employee's vacation request must be submitted to the employee's immediate supervisor in the MediTech Schedule, in those areas with MediTech access or in writing in those departments without MediTech. Such requests will be responded to in writing within two (2) weeks. Where two (2) or more employees have requested the same vacation period, seniority applied to classification and department shall prevail. However, there shall be no bumping for vacation periods which have already been approved. The ultimate right to schedule an employee's vacation period is reserved by the Hospital in order to insure orderly and efficient operations. Subject to the orderly and efficient operation of the Hospital, however, vacations may be taken at any time of the year.

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In all cases when an employee is limited in the exercise of his/her seniority, the next most senior employee(s) request will be honored.

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Section 4

If a holiday occurs during an employee's vacation period, he/she shall be granted an additional day of vacation with full-time pay or an additional day's pay subject to mutual agreement.

Section 5

An employee may request that his/her vacation paycheck be provided at the time he/she goes on vacation as long as the employee gives two (2) weeks' notice of such intent. Employees electing to take their vacation pay at the time of their anniversary date shall be provided with their vacation pay at the time they receive their regular paycheck for the pay period in which the anniversary date occurs.

Section 6

Upon termination or layoff an employee shall receive payment for all accumulated and unused vacation and holiday time.

Section 7

An employee shall be permitted to carry over up to two (2) weeks' vacation time off from year to year.

Section 8

Each employee shall have the option of converting to cash all unused vacation time. Pay shall be made at employee's current base rate. Payment shall be made to the employee by separate check at the time the employee receives his/her regular paycheck for the pay period in which his/her anniversary date occurs. The employee shall provide the Employer with two (2) weeks' notice.

ARTICLE XIV SICK LEAVE

Section 1

Each regular employee shall accumulate 0.75 days sick leave with pay for each calendar month of employment.

- A. Twelve (12) hour shift employees shall accumulate eight (8) hours sick leave with pay until he/she has been employed for a period of three (3) months; however, such employees shall be credited with three (3) days of sick leave upon completion of three (3) months of service, but sick leave shall not be retroactive to any absence due to sickness during the first three (3) months of employment.
- B. Regular employees who have completed three (3) months of service shall be paid for the first day of each absence due to illness.

- C. If an employee who has sufficient unused sick leave to his/her credit becomes ill while at work and is unable to complete his/her shift, he/she shall receive sick leave pay for that part of his/her shift which he/she was unable to work.
- D. Accrued sick leave may be used for personal, medical, dental appointment, provided that the employee notifies his/her supervisor at least one week in advance of the appointment, or to compensate for hours scheduled but not worked due to lack of work, or acts of God. Such sick leave must be utilized in increments of one hour.

Section 2

Sick leave shall be applicable only if the employee is ill on days during which he/she is normally scheduled to work. Pay for sick leave shall be at the base rate of pay which the employee would have received had he/she worked his/her regular straight-time that day. Time not worked, except as used for personal, medical or dental appointments, shall be considered as time worked for purposes of computing overtime.

Section 3

Each employee shall have the option of converting to cash all or any portion of his/her sick leave earned in excess of six (6) days. Payment shall be made to the employee by separate check at the time the employee receives his/her regular paycheck for the pay period in which his/her anniversary date occurs. The employee shall provide the Employer with two (2) weeks' notice regarding the amount of sick leave he/she wants to convert to cash.

Section 4

The Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed if the employee is out three (3) or more consecutive days. Employees absent for three (3) or more consecutive days may be required to provide a physician's statement prior to returning to work.

An employee who is absent due to illness is required to contact his/her supervisor each day of absence, unless the supervisor is informed of the specific period of absence and date of return in advance.

Section 5

The payment of sick leave shall not affect or limit an employee's right to the bi-weekly disability benefits to which he/she may be entitled under the California Unemployment Disability Act. In cases where an employee is eligible to receive his/her full disability benefit payment plus such portion of his/her earned sick leave pay that shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling an employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply.

In order to provide employees with prompt payment hereunder, the Employer will pay its best estimate of the amount to be made up from the employee's sick leave prior to receiving adjudication from the State as to how much the State will pay. In the event of overpayment by the Hospital, the Hospital is authorized to deduct said overpayment from the employee's paycheck. If the amount to be repaid is more than one-third of the employee's check for the pay period then the deduction will be made over two (2) pay periods. If it is more than two-thirds of the employee's check for the pay period then the deduction will be made over three (3) pay periods.

Section 6

Industrial Injury Leave

- A. An employee disabled by an on-the-job injury or illness shall be granted a leave of absence which shall continue until he/she has been released from medical care and declared able to return to work by a physician, or for a maximum of eighteen (18) months.
- B. When an employee returns from such leave, he/she shall be restored to his/her former job classification status and shift, provided he/she notified his/her department head two (2) weeks in advance of the date he/she will be able to report to work.

Personal Leave

Leaves of absence without pay may be granted to employees for personal reasons at the discretion of the Hospital, providing such leaves do not interfere with efficient functioning of the organization.

Miscellaneous Condition to Grant Leaves of Absence

- A. All requests for leaves of absence shall be in writing, and any grant of a leave of absence shall be in writing.
- B. During an unpaid personal leave of absence an employee shall not forfeit any prior accrued benefits under this Agreement. He/she shall continue to accrue vacation, tenure increases, and sick leave benefits for the first thirty (30) calendar days of such a leave, but not thereafter. The Employer shall continue to provide the health and welfare, dental and life insurance benefits provided for under Article XVI of this Agreement for the first thirty (30) calendar days of all other leaves, but not thereafter. Employees shall not receive holidays or funeral leave while on a leave of absence.
- C. When an employee returns to duty, after an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before his/her absence; but if conditions in the Hospital have so changed that it would be unreasonable to reinstate him/her in a classification as nearly

comparable to his/her original classification as is reasonable under the circumstances.

- D. If an employee does not return to work at or before the expiration of an approval leave of absence, such employee shall automatically be terminated, with loss of seniority and benefits. The employee may be rehired at the discretion of the Hospital. A new anniversary date shall be established for the employee. Should the employee become rehired within six (6) months of termination their seniority shall be bridge.

Bereavement Leave

An employee will be granted up to twenty-four (24) hours leave with pay at the straight-time hourly rate for time lost from his or her regularly scheduled workweek and an additional two (2) days without pay to attend the funeral, or settle the estate, in the event of a death of the employee's spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, legal guardian and legal ward or domestic partner. Reasonable proof of death may be required.

Bereavement leave for twelve (12) hour shift employees shall be paid at twelve (12) hours per scheduled workday to a maximum of twenty-four (24) hours days.

Employees shall be entitled to use up to seven (7) days of their accumulated sick leave to extend bereavement leave time. Additional leave without pay of up to thirty (30) days will be authorized for employees who have a death in the immediate family which occurs outside of the country. Such additional days may, at the employee's option, be charged to accrued sick leave.

Family Leave

The Employer and the Union shall comply with the Family and Medical Leave Act, the California Family Rights Act, and all other applicable state and federal law pertinent to family and medical leave. Health and Welfare premiums shall continue to be paid by the Employer during the first three (3) months of such leave, or combination of maternity and family leave.

The Employee shall retain and accumulate seniority during such period.

In order to be eligible for this form of leave, the employee must provide reasonable notice to the Employer, and have at least six (6) months of continuous service. Also, an employee is entitled only to a total of three (3) months of such leave in any twelve (12) month period.

Jury Duty

An employee called for Jury Service will be excused from work on days which she/he serves and shall receive for each such day of Jury Service, on days she/he otherwise would have worked, the difference between his/her regular straight-time day's pay and

the amount of jury pay. The employee must show proof of jury service and the amount of jury pay. Further, employees will receive a maximum of two weeks' pay for Jury Duty once every two calendar years.

ARTICLE XV HOLIDAYS

Section 1

The following days shall be recognized as holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The employee's anniversary date of hire shall be a holiday.

Effective February 1, 1995, employees shall be entitled to a float holiday.

Effective February 1, 1996, the employee's birthday shall be recognized as a holiday.

Section 2

A. Except as provided in Article IV, after the qualifying period of thirty (30) calendar days of continuous service from date of last employment, such employee shall be entitled to holiday benefits, except that, in the case of an employee's birthday, the qualifying period shall be one (1) year of continuous service from the date of last employment instead of thirty (30) days as set forth above. Employees shall be entitled to the float holiday provided for in Section 1 only after completing one (1) years' service.

B. An employee who works on a holiday shall receive in addition to pay at his/her regular straight-time rate for the hours worked, one of the following at his/her option: (1) eight hours pay at his/her straight-time rate; (2) another day off with pay at a time that is mutually convenient to the employee and the Hospital; or (3) an additional day of paid vacation to be added to the employee's regular vacation.

Holiday pay for twelve (12) hour shift employees shall be paid on the basis of twelve (12) hours per day, whether worked or not.

C. A part-time eight (8) hour or a part-time twelve (12) hour employee working on a holiday shall receive a full eight (8) or twelve (12) hours pay, in addition to pay at his/her straight-time rate for hours worked. The options provided in paragraph (B) of this section shall apply to part-time employees working on a holiday.

Section 3

In the event a holiday is not granted to an employee within thirty (30) calendar days of the Employee's request, he/she shall be paid at the overtime rate of two (2) times the

benefit plan options on behalf of the employees. There shall be no changes in coverage or benefit level except as may be agreed upon. In the event of any such modification or amendment, plan members will be given at least thirty (30) days advance notice with opportunity to transfer to another medical plan without restriction or lapse in coverage.

If an employee seeks emergency care and utilizes Pacifica Hospital of the Valley and emergency care was in fact necessary, then the Employer shall waive the normal co-payment fee for such services.

Section 2 - Employees Contributions

For the term of this Agreement, the Employer will fully pay the cost of employee medical, dental, optical, and basic life insurance coverage.

For the term in this Agreement, the Employer will fully pay for employee's dependent coverage under the HMO:

2004	Employee Only.....	Zero
to	Employee Plus One (1).....	Zero
2007	Employee Plus Two (2) or more dependents.....	Zero

For the term of this Agreement, the maximum employee contribution toward dependent coverage under other medical, dental, and optical plans shall not exceed the amount of the contributions agreed to on April 1, 2001.

Section 3 - Open Enrollment

There shall be an open enrollment period of no less than thirty (30) days each plan year, and upon the termination of any health, dental, or optical plan, offered by the Employer.

Section 4 - Life Insurance

The Employer shall continue in effect its current life insurance benefits, including supplemental and dependent life, for the term of this Agreement.

ARTICLE XVII ANNUAL PHYSICAL EXAMINATIONS

Annual physical examinations shall be made during the employee's regular shift or during hours contiguous with the employee's regular shift, unless other mutually satisfactory arrangements are agreed upon.

ARTICLE XVIII GRIEVANCE AND ARBITRATION

Section 1

A grievance is defined as any alleged violation of the terms of this Agreement or a controversy as to its interpretation of application. All such grievances shall be settled promptly in the following manner: The Employer is obligated to conduct a thorough investigation before discipline is issued and to share all information with the appointed Union Steward. Except in cases of gross misconduct or gross negligence witnessed by the Employer.

A. Step 1

An employee who believes he/she has a grievance shall discuss the matter with his/her immediate supervisor in an attempt to arrive at a satisfactory settlement. Either the employee or the supervisor may request the presence of the Steward. The supervisor shall render a decision upon the grievance within twenty-four (24) hours after discussing it with the aggrieved employee.

A grievance which is not settled in Step 1 shall be reduced to writing and filed with the department head within fifteen (15) days after the occurrence giving rise to the grievance or after the employee knows or should reasonably have known of said occurrence, on forms agreed upon by the Hospital and the Union. The grievance must be dated and signed by the employee or employees involved. Working day shall be defined as Monday through Friday.

Any grievance that is not reduced to writing, dated and signed by the employee or employees involved and filed with the Hospital within the time limits set forth above shall not be eligible for further appeal or consideration beyond Step 1.

B. Step 2

A grievance in this Step shall be discussed at a meeting among the department head, the Steward and employee. The department head shall give his/her decision on the grievance in writing to the Steward and employee not later than forty-eight (48) hours after the meeting in this Step 2.

If the decision in Step 2 is not appealed to Step 3 within ten (10) working days after the Step 2 decision, the grievance shall be considered resolved at Step 2 and shall not be eligible for further appeal or consideration.

C. Step 3

A grievance which is appealed to Step 3 shall be discussed at a meeting between the Union Representative and the administrator or his/her designee. The Shop Steward and the affected employee shall be present at this meeting. The Hospital shall give its written Step 3 decision on the grievance not later than three (3) working days after the Step 3 meeting.

If the decision in Step 3 is not appealed to Step 4, Arbitration, the grievance shall be considered settled on the decision made in Step 3 and shall not be eligible for further appeal or consideration.

A grievance involving discharge or suspension on an employee or employees shall be reduced in writing ten (10) working days after the employee or employees are notified of the disciplinary action taken against him/her or them and shall be taken up initially at Step 3.

D. Step 4

Any grievance which has not been settled in Step 3 may be submitted by any party to arbitration before an arbitrator selected by the parties. In the event the parties are unable to agree on an arbitrator within ten (10) days after submission to arbitration in accordance with Step 4, a recognized agency which furnishes names of arbitrators shall be requested to submit a panel of at least five (5) qualified arbitrator from which an arbitrator shall be selected by the parties. In order for a grievance to be subject to arbitration, submission to arbitration shall be made by giving written notice to the other party not later than ten (10) days from the date of the decision given by the Hospital in Step 3.

Section 2

The Hospital and the Union shall each bear the expense of preparing and presenting its own case.

Section 3

The arbitrator shall have no power to alter, amend, change, add or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and shall be made in accordance with law. The decision of the arbitrator, within the limit herein prescribed, shall be final and binding on all parties to the dispute. The compensation of the arbitrator and his/her expenses incident to the arbitration shall be shared equally by the Hospital and the Union.

Section 4

All grievances and request for arbitration not filed with the Hospital in the time limits specified in this Agreement, or as mutually extended or waived, shall be barred for all purposes. Failure on the part of the Hospital to respond in a timely manner at any Step of the grievance procedure shall give the Union the right to appeal the grievance directly to the next Step of the grievance procedure. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article no matter what reason is advanced for any such failure. Any untimely grievance shall not be eligible for further consideration.

Section 5

All of the following grievances will be considered settled and dropped:

1. **Cash-out grievance:** the Union filed a grievance because shortly after the bankruptcy, Pacifica prevented workers from cashing out vacation/sick/holiday.
2. **Unilateral Changes grievance:** the Union filed a grievance as a result of unilateral changes to work terms implemented by Management's Disaster Memo.
3. **The ULP of unilateral changes and regarding the information requests.**

The Management and Union Representatives will continue to meet and work together to find a reasonable resolution in accordance with separate settlement agreement letters.

ARTICLE XIX DISASTER

Because of the nature of a medical care organization, it is recognized that a major community disaster could require the services of the organization and facilities far beyond those normally provided. In the event of such disaster, and in recognition to the community, the hours of employment, overtime, call-in and reporting pay provisions of this Agreement shall be inapplicable during the period of such unusual demand caused by the disaster, provided that the facilities of the Hospital are made available to victims of the disaster.

ARTICLE XX UNION REPRESENTATION

Section 1

Duly authorized representatives of the Union shall be permitted to enter the Hospital for the purpose of transacting Union business and observing conditions under which employees are employed; provided that no interference with the work of any employee shall result. The Union Representative shall upon arrival at the Employer's Facility, notify the Human Resources Director or designee prior to conducting Union business. This provision shall be administered in good faith and in a reasonable manner.

Section 2 - Union Bulletin Board

The Hospital shall provide space for four (4) Union bulletin boards; one by the cafeteria in the basement, 1st floor, mail room, between Peds and Med Surg.

Section 3

The Hospital will provide room for department meetings to Union members, or for general membership meetings, upon three (3) days' notice.

Section 4 - Union Stewards

- A. The Employer recognizes the right of the Union to select Union Stewards. The Employer agrees there will be no discrimination against the authorized Steward because of Union activity. On a quarterly basis, the Union will submit to the Hospital a list of all Union Stewards.
- B. Stewards shall not lose pay through their participation in grievance or disciplinary meetings. The Stewards may receive complaints and see that the terms and conditions of this Agreement are observed.
- C. Employees have the right to have a Union Steward or a Union Representative present at meetings with supervisors or management representatives when such meetings are accusatory or disciplinary in nature.
- D. Stewards shall perform their Steward duties in such a way that it does not interfere with the performance of their jobs or with patient care. Whenever possible, the Stewards shall perform their Steward duties on their own time.
- E. The Employer shall provide a maximum of four (4) hours per employee per month for Steward Council meetings for up to ten (10) Stewards that are elected by their cluster on a monthly basis.
- F. Steward Council will be held at the Employer's premises unless it is otherwise mutually agreed upon.

ARTICLE XXI JOB DESCRIPTIONS

Section 1

It is agreed that the Hospital and the Union shall maintain descriptions setting forth job duties in accordance with duties necessary and traditional in the operation of the Hospital concerned with patient care, treatment, and recovery of patients.

Section 2

It is recognized that changes of job titles shall be by mutual agreement under the terms of this Agreement. Job descriptions will be available at each Nurse Station.

Section 3

Job descriptions are not subject to individual interpretation; however, an employee's job description shall be available to the employee for inspection, under the regulation of Title 22.

ARTICLE XXII UNIT ORIENTATION/PRECEPTORSHIP

The Unit Supervisor will assign a staff member to perform unit orientation.

In order to be a mentor, the employee must have at least one (1) year experience on the unit the new employee will be assigned to. The mentor shall orient and train the new employee to the assigned unit.

The Hospital will establish minimum qualifications for new employees to meet before they are released from orientation.

Input from the mentor will not be construed as a basis for hiring and firing. Nor will any such input be considered as effectively recommending such action.

Preceptorship is only applicable to a new grad, or to employees transferring to specialty areas and may last approximately four (4) weeks, during which time the employee preceptor will receive an additional five (5%) percent over their base hourly rate.

ARTICLE XXIII UNIFORMS

The Hospital shall be responsible to provide and launder uniforms for the Housekeeping Department, to provide, without laundering, uniforms for the Dietary Department; but not responsible to provide or launder uniforms for the Nursing Services Department. Security Officers and Engineering Workers under this Article will be provided with five (5) uniforms which will be replaced as needed.

ARTICLE XXIV SEPARABILITY

Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provision render or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXV MANAGEMENT RIGHTS

Section 1

The operations of the Hospital and the direction of the workforce are vested in the Hospital exclusively. This includes, but is not limited to, the right to hire and discharge for just cause, promote, transfer, suspend, layoff and establish work schedules. In the

exercise of the above management rights, the Hospital agrees that any action taken by the Hospital shall not conflict with any other provision of this Agreement. It is further provided that the provision of this Section shall not be used by the Hospital for the purpose of discrimination against the Union or any of its members.

Section 2

The right of management in the operation of its business is unlimited except as it may be expressly and specifically restricted by the provision of this Agreement, and this Agreement is the sole Agreement between the parties.

ARTICLE XXVI EDUCATION BENEFITS

Section 1 - Full-time Employee's Benefits

An employee who has been employed by the Hospital for at least six (6) months as a permanent full-time employee (or for two (2) years in the case of part-time employees) shall receive upon advance approval by the Administrator tuition and book reimbursement for one work-related course at a time. Any other related fees will be the responsibility of the employee. Employees participating in the Alternative Compensation Program shall be eligible for the Education Benefits.

In order to encourage employees to further their self-development in their current assignments, the Hospital will reimburse a regular full-time employee who has completed one (1) year of employment or a regular part-time employee who has completed two (2) years of employment up to eight hundred dollars (\$800) per calendar year for the cost of tuition and fees. Approved classes which begin in one year and end in the next year will be paid from the previous year's education dollars. No additional money will carry over to the next year.

In order to receive reimbursement, the course of study must be of mutual benefit to the employee and the Hospital, the employee must make advance application for such course and receive written approval for reimbursement from the Administrator, provided the course is completed with a passing grade. The Hospital shall pay the reimbursement in full by the next pay period or no later than thirty (30) days after completing of the course. In the event the course is offered in the Hospital, employees shall take the course in the Hospital.

Approval shall not be unreasonably denied.

The Union and the Employer agree that offering and promoting education and training opportunities can prove to be beneficial to both the employee and the Employer. There is also agreement that the availability of appropriate training which enhances career mobility and provides avenues for employee growth and development is desirable for both parties.

Section 2 - Continuing Education Requirement

The Hospital shall review and maintain its current program of in-service education. Request for CEUs will not be denied as long as it is in the scope of the employee's license or certification for which the employee was hired. Employee's shall provide the Employer with at least thirty (30) days advance notice of employee's intention to attend a CEU or mandatory class. Management will provide a response no later than 3 business days from the time of the request.

Request for CEU's will not be denied as long as it is in the scope of the employee's license or certification within the limit of the reimbursement amount as indicated in Section 1.

Section 3 - Mandatory Education

The Hospital may request that employees take specific courses or attend seminars or conferences for which special arrangements will be made at the expense of the Hospital except for courses offered at the Hospital. Supervisors will schedule employees in advance. Employees are responsible for maintaining their current credentials by scheduling classes on their days off or provide 30 days notification to their supervisor for scheduling. Management will provide a response within 3 business days.

Employees who attend a mandatory class on a scheduled work day will be paid for the duration of the mandatory class only, unless they elect to work the remaining hours of their shift for that day. The assignment for the remainder of the shift shall not be in the direct patient care.

Employees who opt out of the mandatory classes offered at Pacifica Hospital and attend it somewhere else, will not be reimbursed for class costs.

ARTICLE XXVII CREDIT UNION

The Hospital shall provide a credit union to be available to the Unionized employees of the Hospital Payroll deduction will be made available to the credit union. The Hospital shall not be obligated to incur any other cost of financial obligation of any kind in connection with the credit union. The Hospital will pay credit union late charges and/or any lost interest caused by failure of the Hospital to make timely payment of employee deductions to the credit union.

ARTICLE XXVIII COPE CHECK-OFF

The Hospital hereby agrees to honor contributions deductions authorization from its employees who are Union members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of five dollars (\$5.00) bi-weekly and to forward that amount to the UHW-West

for the Committee on Political Education. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the UHW-West Committee on Political Education are not conditions of membership in the Union or of employment with the Employer and that the Employer and that the UHW-West Committee on Political Education will use the money it receives to make Political contributions and expenditures in connection with federal, state and local elections."

ARTICLE XXVIX HEPATITIS

The Employer agrees to provide, at no cost to the employee, Hepatitis "B" vaccine when and where recommended by the Employee Health Nurse.

ARTICLE XXX SUBSTANCE ABUSE TESTING

The Union and the Employer mutually recognize the importance of a safe, productive and drug-free environment at the Hospital and subscribe to the following working rule:

The authorized possession, use and sale or transfer of alcohol and narcotics or other drugs on Hospital property at any time are strictly prohibited. Arriving to work or working under the influence of alcohol or illegal drugs is strictly prohibited.

In order to enforce this policy, employees may be tested for substance abuse when reasonable suspicion exists of such abuse. The Union may grieve any aspect of the actual administration of this policy which it believes to be inappropriate. Effort will be made by the Hospital to communicate in writing, in advance to employees the specific criteria and procedures to be used in the testing for substance abuse.

ARTICLE XXXI HEALTH AND SAFETY

Section 1

The Employer is responsible for and shall make all reasonable provisions to ensure the health and safety of all employees during their hours of work, and will comply with all applicable State and Federal law and regulations relating to Occupational Safety and Health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer and to report promptly any safety or health hazard.

The Employer will make reasonable effort to maintain all equipment in good working order and to supply equipment in an adequate amount necessary for the employee to fulfill his/her assigned functions.

The Employer remains committed to providing and maintaining healthy and safe working conditions, and to initiating and maintaining operating practices that will

safeguard employee health and safety in an effort to eliminate potential on-the-job injury/illness and resulting workers' compensation claims.

The Employer agrees to never assign an employee to do work that violates Cal/OSHA law.

The Employer will not knowingly permit an employee to be exposed to harmful substances without providing adequate protection.

The Employer will not allow an untrained employee to perform hazardous work.

Section 2 - EOC/Safety Committee

The Union members will be active members of the Hospital's environment of care/safety committee, SEIU-UHW will elect four (4) members in good standing to serve in this committee.

Pacifica Hospital of the Valley (PHOV) is committed to the maintenance of a physical environment free of hazards, and manages staff activities to provide quality patient care. This safe environment assures the human, physical and financial integrity of the institution. A Safety Management Plan has been developed, implemented and is maintained by PHOV to protect and assure the safety of patients, visitors, medical staff and hospital staff.

Section 3 - Objectives

The objectives of the Safety Management Plan are to establish, support, and maintain a safe environment. This program involves the monitoring and evaluation of safety related occurrences in the institution, laws and regulations applicable to the maintenance of a safe environment, and accepted community standards of practice. The Safety Management Plan's objectives are as follows:

- A. Conduct a risk assessment that proactively evaluates the impact of buildings, grounds, equipment, occupants, and internal physical systems on patients and public safety;
- B. Report and investigate all incidents of property damage, and patient or visitor injury;
- C. Provide ongoing hazard surveillance, including response to product safety recalls;
- D. Examine safety issues by appropriate hospital representatives;
- E. Provide ongoing monitoring of performance regarding actual or potential risks related to one of more of the following:
 1. Staff knowledge and skills;
 2. Level of staff participation'

3. Monitoring and inspection activities;
 4. Emergency and variance (incident) reporting; and
 5. Inspection, preventative maintenance, and testing of equipment.
- F. Provide safety policies and procedures that are distributed, practiced, enforced, and reviewed as frequently as necessary, but as a minimum, once every three (3) years;
- G. Identify a qualified individual(s) to oversee development, implementation, and monitoring of safety management;
- H. Identify individual(s) to intervene whenever conditions pose an immediate threat to life or health or threaten damage to equipment or buildings;
- I. Provide maintenance and supervisor of all grounds and equipment; and
- J. Provide an annual evaluation of the Safety Management Plan's objectives, scope, performance, and effectiveness.

In addition, the Safety Management Plan incorporates an Employee Illness & Injury Prevention Plan (EIIPP) that identifies activities to reduce the risk of worker injuries. The EIIPP includes investigating and reporting of all incidents of occupational illness and personal injury. The program includes education of all aspects of the EOC Plans, Policies and Procedures through the Hospital Orientation and Annual Hospital Update process for all employees, that includes:

1. General safety and security process and specific job-related hazards;
2. Area-specific safety/Radiation Safety; hazardous materials and wastes;
3. Blood Borne Pathogens (i.e., TB exposure, PPE); Infection control (Nosocomial infections, hand washing);
4. Fire & Life Safety, Medical Equipment Safety, Electrical Safety;
5. Body Mechanics to avoid injuries;
6. Emergency Preparedness (Disruption of Services, Disasters - including Bioterrorism) and implementation of the HEICS: Hospital Emergency Incident Command System; Utility systems; and
7. Patient Safety Plan.

State of Authority and Responsibility

The Governing Board of PHOV is responsible for establishing, supporting and maintaining a Safety Management Plan. The Chief Executive Officer has delegated the authority and accountability for the implementation and evaluation of Safety

Management activities to the Safety Officer who assumes responsibility for the Safety Management Plan.

The EOC/Safety committee shall receive a record of trainings conducted by the education department of new employees, those employees changing duties on Monthly basis or as they occur and for all other employees at least yearly. This committee should examine records and give recommendations on specific need for training as it sees fit.

Either side may place any safety and health matter on the agenda.

The Unions will elect their own chairperson for the purpose of putting Agenda's together and following up with given assignment within their committee members.

EOC/Safety Committee members will be notified of accidents, near-accidents, workplace injuries, workplace violence, or work related illness and a Union Representative not involved in the incident will be included in the investigation.

The EOC/Safety committee shall receive advance notice and the opportunity to advise on proposed changes that could affect health and safety. The committee will review any and all proposed changes in the workplace and working conditions in sufficient time to make recommendations concerning possible impact on health and safety.

The Union members of the EOC/Safety Committee will be compensated for time spent in committee and up to four (4) hours every month for time spent investigating workplace accidents and injuries, developing solutions in collaboration with management and educating staff.

Any employee may request a safety inspection by an elected Union health and safety representative to inspect of any area of which there is a safety concern.

The appointed Union Representative must notify the Hospital's Safety Officer of the need for investigations. All reports, advice, recommendations, opinions, findings and anything else of pertinence, whether verbal or documentary, shall be made available to the EOC/Safety Committee.

In our joint EOC/Safety Committee work, nothing in our agreements, booklets, manuals, and joint programs is intended by the parties to make the International Union, Local Union, Union EOC/Safety Committee and Union Officials, employees, or agents responsible or any employee's job-related injury, illness or death.

Any disagreement or dispute relating to safety and/or health which cannot be resolved by the committee may be treated as a grievance and processed through the regular grievance procedure.

EOC/Safety Committee members will have access to any area of the facility where the member of the Union is performing work during scheduled safety inspection and when performing assigned incident follow up after notifying the Department Manager or Director.

EOC/Safety Committee members shall serve three (3) year terms and shall at the discretion of the Union be eligible to succeed themselves. The Hospital Administration will monitor the effectiveness of the elected members and preserve the rights to request a replacement in a case a member is found ineffective.

Section 4 - No Retaliation

Labor Code Section 6310 provides that no person shall discriminate against any employee because the employee has filed a Cal/OSHA complaint. Some examples of discrimination are firing, demotion, transfer, layoff, losing opportunity for overtime or promotion, exclusion from normal overtime work, assignment to an undesirable shift, denial of benefits such as sick leave or vacation time, blacklisting with other employers, taking away company housing, damaging credit at financial institutions, and reducing pay or hours.

Management Plan has been developed, implemented and is maintained by PHOV to protect and assure the safety of patients, visitors, medical staff and Hospital staff.

ARTICLE XXXII LET'S GET HEALTHY CALIFORNIA

Health and Wellness Committee. Pacifica Hospital of the Valley and the Union will form a Health and Wellness Committee made up of two (2) Health Leaders appointed by the Union with mutual agreement of the executive sponsor of the Hospital; a Union representative; three (3) Employer representatives; and an executive sponsor from Pacifica leadership cadre who will champion the success of the program. The Health and Wellness Committee will meet monthly, or as required, to develop and implement programs to promote health and wellness of the employees.

The charter for the Health and Wellness program will:

1. Leverage and maximize the existing Wellness programs currently offered by Pacifica to include free preventative services and screenings provided by Pacifica at no cost to Pacifica employees.
2. Create and execute a full-scale Employee Health and Wellness program for Union and non-Union employees; encourage on-going participation in the program. The Employer agrees to grant paid release time to members of the Health and Wellness committee to participate in the monthly committee meetings. Employer will release the two (2) Health Leaders for the day of scheduled events, two community events per year unless otherwise approved by the Employer. For such employees an event shall

be paid as a workday and shall count as such for applicable benefits. Both the Union and the Hospital must mutually agree on the dates of committee meetings.

Any wellness program adopted by the committee must be mutually agreed upon by the Employer and the Union. The committee shall have no authority to amend, modify, or supersede the collective bargaining agreement, and the discussions of the committee shall not be considered collective bargaining.

Health Ambassadors. The Employer and the Union agree to work together to promote health, wellness, and well-being among employees and the community. The Union will notify the Hospital of suggested bargaining unit employees as health ambassadors. The role of the Union health ambassadors shall be to (a) promote participation by employees and community members in health and wellness initiatives sponsored by Pacifica or its agreed upon partners, (b) promote employee participation in programs and in practices contributing to quality/preventative healthcare, and (c) participate in health outreach activities in the community. The Employer agrees to grant each Union health ambassador paid hours worked for the length of the event, to participate in health and wellness initiatives in collaboration with Pacifica Hospital of the Valley.

ARTICLE XXXIII TRANSFER OF OPERATIONS

The Employer shall inform any prospective buyer of the existence of this Collective Bargaining Agreement; and that this Agreement, in the event of a sale, merger, or other transfer of title, shall be binding upon the parties, their successors or assigns and upon any person, party, partnership, or corporation that may take over the ownership and/or management of the Employer's Facilities. The Employer shall be held responsible for any damages incurred by the failure to fulfill its obligation contained herein.

ARTICLE XXXIV ENFORCEABILITY

In consideration for SEIU-UHW's Agreement to amend and renew the Collective Bargaining Agreement as set forth herein, PHOV agrees that it will not file any motion under section 1113 of the Bankruptcy Code, and further, PHOV agrees that in the event it becomes necessary to sell the Hospital to a third-party, PHOV will comply with its obligation set forth in Article XXXI of the CBA to ensure that the Collective Bargaining Agreement shall be binding upon the parties, their successors or assign and upon any person, party, partnership, or corporation that may take over the ownership and/or management of PHOV's facilities. If there is an alleged breach of this provision that is not resolved within seven (7) days of notice of the alleged breach, the parties agree to submit such dispute to expedited arbitration. The arbitrator to hear such dispute will be selected within seven (7) days of notification of the need to move to arbitration by alternatively striking name from the following list:

Sara Adler
Jerilou Cossack
Matthew Goldgberg
Gerald McKay
David Nevins

The parties agree to schedule the hearing before the arbitrator within thirty (30) days of the selection of the arbitrator. If a breach of this provision is found by the arbitrator, the parties agree that the remedy shall be an amount equal to three (3) times the amount of severance pay provided for in the CBA to each employee affected by the breach.

ARTICLE XXXV TERM OF AGREEMENT

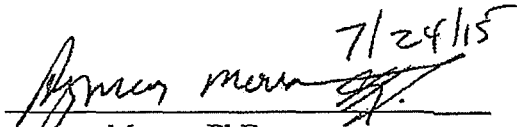
This Agreement shall become effective on the 1st day of June, 2013, and shall remain in full force and effect through and including the 1st day of June, 2016. On and after June 1, 2016, this Agreement shall automatically renew itself from year to year thereafter unless either party gives notice to the other party of a desire to amend, modify, or terminate the Agreement not less than ninety (90) days prior to any expiration date.

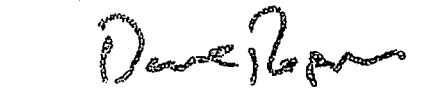
For the Employer:

For the Union:

**PACIFICA HOSPITAL of the
VALLEY**

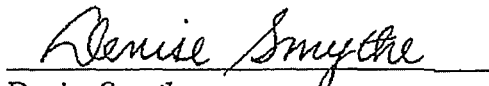
**SEIU UNITED HEALTHCARE
WORKERS-WEST**

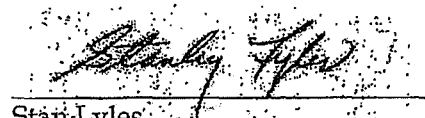

Ayman Mousa, PhD.
CEO



Dave Regan
President


DATE: _____

DATE: 8/11/2015


Denise Smythe
CFO


Stan Lyles
Vice President

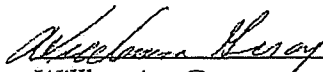

Pat Guevara
HR Manager


Myriam Escamilla
Hospital Division Director

ADDITIONAL SIGNATURES

For the Union:

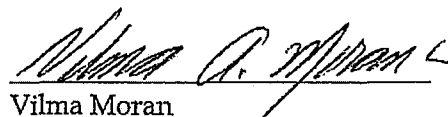
SEIU UNITED HEALTHCARE WORKERS-WEST




Wilhemina Garay
Bargaining Committee Member



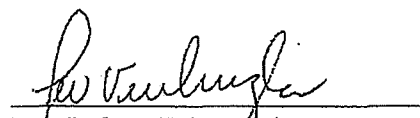
Cathy Huss-Havardi
Bargaining Committee Member



Vilma Moran
Bargaining Committee Member



Mayte Paniagua
Bargaining Committee Member



Jose Ruben Valenzuela
Bargaining Committee Member

APPENDIX A 8/1/13 HOURLY WAGE RATES

August 1, 2013 (4% ATB increase)					
Job Classification	Start	6 months	12 months	18 months	24 months
Acct Payable Clerk	\$13.17	\$13.69	\$14.23	\$14.80	\$15.37
Acct Payable Coord	\$15.25	\$15.86	\$16.50	\$17.16	\$17.82
Admitting / E.R. Registrar	\$12.23	\$12.72	\$13.23	\$13.76	\$14.29
Billers	\$18.11	\$18.82	\$19.59	\$20.37	\$21.15
Billing Clerk	\$15.17	\$15.77	\$16.41	\$17.07	\$17.72
C.N.A.	\$12.90	\$13.41	\$13.96	\$14.51	\$15.07
C.N.A./R.N.A.	\$14.02	\$14.57	\$15.16	\$15.76	\$16.36
Cashier	\$10.06	\$10.46	\$10.88	\$11.31	\$11.75
Central Supply Tech	\$13.95	\$14.50	\$15.08	\$15.69	\$16.29
Central Supply Tech (Lead)	\$15.93	\$16.56	\$17.23	\$17.92	\$18.63
Certified Diet Technician	\$16.30	\$16.95	\$17.64	\$18.34	\$19.05
Certified Occupational Therapy Asst	\$24.46	\$25.43	\$26.45	\$27.51	\$28.57
Clinical Analyst	\$14.53	\$15.11	\$15.72	\$16.35	\$16.98
Collector	\$15.17	\$15.77	\$16.41	\$17.07	\$17.72
Cook	\$11.50	\$11.96	\$12.44	\$12.94	\$13.44
Lead Cook	\$11.75	\$12.22	\$12.70	\$13.20	\$13.72
Diet Assistant	\$12.23	\$12.72	\$13.23	\$13.76	\$14.29
Diet Clerk	\$10.06	\$10.46	\$10.88	\$11.31	\$11.75
Echocardiography Tech	\$21.75	\$22.61	\$23.53	\$24.47	\$25.41
EKG Tech	\$14.85	\$15.43	\$16.06	\$16.70	\$17.34
Engineer	\$23.78	\$24.72	\$25.72	\$26.75	\$27.78
Engineer I	\$26.15	\$27.18	\$28.28	\$29.41	\$30.55
Engineer II	\$28.53	\$29.66	\$30.86	\$32.09	\$33.33
Financial Analyst	\$15.63	\$16.25	\$16.90	\$17.58	\$18.26
Food Service Worker	\$10.06	\$10.46	\$10.88	\$11.31	\$11.75
HMO Claim Coord	\$15.63	\$16.25	\$16.90	\$17.58	\$18.26
Housekeeping Aide A	\$10.06	\$10.46	\$10.88	\$11.31	\$11.75
Housekeeping Aide B	\$11.70	\$12.16	\$12.65	\$13.16	\$13.66
Information System Financial Analyst	\$30.38	\$31.58	\$32.86	\$34.18	\$35.49
Insurance Verifier	\$12.90	\$13.41	\$13.95	\$14.51	\$15.07
Intake Coordinator	\$15.00	\$15.60	\$16.22	\$16.86	\$17.53
Linen Room Attendant	\$10.06	\$10.46	\$10.88	\$11.31	\$11.75
LVN	\$20.21	\$21.01	\$21.86	\$22.74	\$23.61
Medical Billers	\$17.12	\$17.80	\$18.52	\$19.26	\$20.00
Medical Legal Coord	\$18.34	\$19.07	\$19.84	\$20.63	\$21.42
Medical Record Coder	\$14.53	\$15.11	\$15.72	\$16.35	\$16.98
Medical Records Tech I	\$10.87	\$11.30	\$11.75	\$12.22	\$12.70
Medical Records Tech II	\$13.90	\$14.46	\$15.04	\$15.64	\$16.24
Medical Technologist	\$31.38	\$32.63	\$33.95	\$35.30	\$36.66
Monitor Tech	\$14.85	\$15.43	\$16.06	\$16.70	\$17.34
Occupational Therapist	\$38.05	\$39.55	\$41.15	\$42.80	\$44.45
Occupational Therapist Aide	\$13.38	\$13.91	\$14.47	\$15.05	\$15.63
OR Assistant	\$14.09	\$14.64	\$15.24	\$15.85	\$16.48
OR Tech	\$17.83	\$18.54	\$19.29	\$20.06	\$20.83
Painter	\$13.64	\$14.18	\$14.75	\$15.34	\$15.93
Payroll Coord	\$18.49	\$19.22	\$20.00	\$20.80	\$21.60
PBX Operator	\$10.74	\$11.17	\$11.62	\$12.08	\$12.57
Pharmacy Billing Clerk	\$15.17	\$15.77	\$16.41	\$17.07	\$17.72
Pharmacy Buyer	\$16.55	\$17.21	\$17.89	\$18.60	\$19.34
Pharmacy Tech	\$16.30	\$16.95	\$17.64	\$18.34	\$19.05
Phlebotomist	\$12.57	\$13.07	\$13.59	\$14.14	\$14.68
Physical Therapy	\$24.14	\$25.10	\$26.11	\$27.16	\$28.20

Physical Therapy Assistant (Licensed)	\$24.46	\$25.43	\$26.45	\$27.51	\$28.57
PT Aide	\$12.66	\$13.16	\$13.69	\$14.24	\$14.79
PT Assistant	\$13.38	\$13.91	\$14.47	\$15.05	\$15.63
Purchasing Assistant	\$14.67	\$15.25	\$15.86	\$16.50	\$17.13
Radiology Assistant	\$12.23	\$12.72	\$13.23	\$13.76	\$14.29
Radiology Tech I	\$20.38	\$21.18	\$22.04	\$22.92	\$23.80
Radiology Tech II	\$21.75	\$22.61	\$23.53	\$24.47	\$25.41
Radiology Tech III	\$27.17	\$28.25	\$29.39	\$30.56	\$31.74
Radiology Tech IV	\$30.59	\$31.80	\$33.09	\$34.41	\$35.74
Rec Therapist	\$22.83	\$23.73	\$24.69	\$25.68	\$26.67
Recreational Therapy Assistant	\$14.27	\$14.83	\$15.43	\$16.05	\$16.69
Respiratory Therapy Tech	\$24.81	\$25.79	\$26.84	\$27.91	\$28.99
RT Aide	\$12.66	\$13.16	\$13.69	\$14.24	\$14.79
RT Assist	\$13.38	\$13.91	\$14.47	\$15.05	\$15.63
Security Officers	\$10.34	\$10.76	\$11.22	\$11.67	\$12.15
Social Worker	\$24.34	\$25.31	\$26.33	\$27.38	\$28.47
Social Worker (LCSW)	\$32.50	\$33.80	\$35.15	\$36.55	\$38.01
Staff Accountant	\$19.05	\$19.80	\$20.60	\$21.43	\$22.25
Sub-Acute Intake Coordinator	\$21.02	\$21.85	\$22.74	\$23.65	\$24.56
Unit Clerical Secretary	\$12.67	\$13.17	\$13.70	\$14.25	\$14.80

APPENDIX A 6/1/14 HOURLY WAGE RATES

June 1, 2014 (3% ATB increase)					
Job Classification	Start	6 months	12 months	18 months	24 months
Acct Payable Clerk	\$13.56	\$14.10	\$14.66	\$15.25	\$15.86
Acct Payable Coord	\$15.71	\$16.34	\$16.99	\$17.67	\$18.38
Admitting/ER Registrar	\$12.60	\$13.10	\$13.62	\$14.16	\$14.73
Billers	\$18.65	\$19.40	\$20.18	\$20.99	\$21.83
Billing Clerk	\$15.63	\$16.26	\$16.91	\$17.59	\$18.29
C.N.A.	\$13.29	\$13.82	\$14.37	\$14.94	\$15.54
C.N.A./R.N.A.	\$14.44	\$15.02	\$15.62	\$16.24	\$16.89
Cashier	\$10.36	\$10.77	\$11.20	\$11.65	\$12.12
Central Supply Tech	\$14.36	\$14.93	\$15.53	\$16.15	\$16.80
Central Supply Tech (Lead)	\$16.41	\$17.07	\$17.75	\$18.46	\$19.20
Certified Diet Technician	\$16.79	\$17.46	\$18.16	\$18.89	\$19.65
Certified Occupational Therapy Asst	\$25.19	\$26.20	\$27.25	\$28.34	\$29.47
Clinical Analyst	\$14.97	\$15.57	\$16.19	\$16.84	\$17.51
Collector	\$15.63	\$16.26	\$16.91	\$17.59	\$18.29
Cook	\$11.85	\$12.32	\$12.81	\$13.32	\$13.85
Lead Cook	\$12.10	\$12.58	\$13.08	\$13.60	\$14.14
Diet Assistant	\$12.60	\$13.10	\$13.62	\$14.16	\$14.73
Diet Clerk	\$10.36	\$10.77	\$11.20	\$11.65	\$12.12
Echocardiography Tech	\$22.41	\$23.31	\$24.24	\$25.21	\$26.22
EKG Tech	\$15.29	\$15.90	\$16.54	\$17.20	\$17.89
Engineer	\$24.49	\$25.47	\$26.49	\$27.55	\$28.65
Engineer I	\$26.73	\$27.80	\$28.91	\$30.07	\$31.27
Engineer II	\$29.38	\$30.56	\$31.78	\$33.05	\$34.37
Financial Analyst	\$16.09	\$16.73	\$17.40	\$18.10	\$18.82
Food Service Worker	\$10.36	\$10.77	\$11.20	\$11.65	\$12.12
HMO Claim Coord	\$16.09	\$16.73	\$17.40	\$18.10	\$18.82
Housekeeping Aide A	\$10.36	\$10.77	\$11.20	\$11.65	\$12.12
Housekeeping Aide B	\$12.05	\$12.53	\$13.03	\$13.55	\$14.09
Information System Financial Analyst	\$31.29	\$32.54	\$33.84	\$35.19	\$36.60
Insurance Verifier	\$13.29	\$13.82	\$14.37	\$14.94	\$15.54
Intake Coordinator	\$15.45	\$16.07	\$16.71	\$17.38	\$18.08
Linen Room Attendant	\$10.36	\$10.77	\$11.20	\$11.65	\$12.12
LVN	\$20.82	\$21.65	\$22.52	\$23.42	\$24.36
Medical Billers	\$17.64	\$18.35	\$19.08	\$19.84	\$20.63
Medical Legal Coord	\$18.89	\$19.65	\$20.44	\$21.26	\$22.11
Medical Record Coder	\$14.97	\$15.57	\$16.19	\$16.84	\$17.51
Medical Records Tech I	\$11.19	\$11.64	\$12.11	\$12.59	\$13.09
Medical Records Tech II	\$14.32	\$14.89	\$15.49	\$16.11	\$16.75
Medical Technologist	\$32.33	\$33.62	\$34.96	\$36.36	\$37.81
Monitor Tech	\$15.29	\$15.90	\$16.54	\$17.20	\$17.89
Occupational Therapist	\$39.19	\$40.76	\$42.39	\$44.09	\$45.85
Occupational Therapist Aide	\$13.78	\$14.33	\$14.90	\$15.50	\$16.12
OR Assistant	\$14.51	\$15.09	\$15.69	\$16.32	\$16.97
OR Tech	\$18.37	\$19.10	\$19.86	\$20.65	\$21.48
Painter	\$14.05	\$14.61	\$15.19	\$15.80	\$16.43
Payroll Coord	\$19.05	\$19.81	\$20.60	\$21.42	\$22.28
PBX Operator	\$11.06	\$11.51	\$11.97	\$12.44	\$12.94
Pharmacy Billing Clerk	\$15.63	\$16.26	\$16.91	\$17.59	\$18.29
Pharmacy Buyer	\$17.05	\$17.73	\$18.44	\$19.18	\$19.95
Pharmacy Tech	\$16.79	\$17.46	\$18.16	\$18.89	\$19.65
Phlebotomist	\$12.94	\$13.46	\$14.00	\$14.56	\$15.14
Physical Therapy	\$24.87	\$25.86	\$26.89	\$27.97	\$29.09

Physical Therapy Assistant (Licensed)	\$25.19	\$26.20	\$27.25	\$28.34	\$29.47
PT Aide	\$13.04	\$13.56	\$14.10	\$14.66	\$15.25
PT Assistant	\$13.78	\$14.33	\$14.90	\$15.50	\$16.12
Purchasing Assistant	\$15.11	\$15.71	\$16.34	\$16.99	\$17.67
Radiology Assistant	\$12.60	\$13.10	\$13.62	\$14.16	\$14.73
Radiology Tech I	\$20.99	\$21.83	\$22.70	\$23.61	\$24.55
Radiology Tech II	\$22.41	\$23.31	\$24.24	\$25.21	\$26.22
Radiology Tech III	\$27.99	\$29.11	\$30.27	\$31.48	\$32.74
Radiology Tech IV	\$31.51	\$32.77	\$34.08	\$35.44	\$36.86
Rec Therapist	\$23.51	\$24.45	\$25.43	\$26.45	\$27.51
Recreational Therapy Assistant	\$14.70	\$15.29	\$15.90	\$16.54	\$17.20
Respiratory Therapy Tech	\$25.56	\$26.58	\$27.64	\$28.75	\$29.90
RT Aide	\$13.04	\$13.56	\$14.10	\$14.66	\$15.25
RT Assist	\$13.78	\$14.33	\$14.90	\$15.50	\$16.12
Security Officers	\$10.65	\$11.08	\$11.52	\$11.98	\$12.46
Social Worker	\$25.07	\$26.07	\$27.12	\$28.20	\$29.33
Social Worker (LCSW)	\$33.48	\$34.82	\$36.21	\$37.66	\$39.17
Staff Accountant	\$19.62	\$20.40	\$21.22	\$22.07	\$22.95
Sub-Acute Intake Coordinator	\$21.65	\$22.52	\$23.42	\$24.36	\$25.33
Unit Clerical Secretary	\$13.05	\$13.57	\$14.11	\$14.67	\$15.26

APPENDIX A 6/1/15 HOURLY WAGE RATES

June 1, 2015 (4% ATB increase)					
Job Classification	Start	6 months	12 months	18 months	24 months
Acct Payable Clerk	\$14.10	\$14.66	\$15.25	\$15.86	\$16.49
Acct Payable Coord	\$16.34	\$16.99	\$17.67	\$18.38	\$19.12
Admitting Registrar	\$13.10	\$13.62	\$14.16	\$14.73	\$15.32
Billers	\$19.40	\$20.18	\$20.99	\$21.83	\$22.70
Billing Clerk	\$16.26	\$16.91	\$17.59	\$18.29	\$19.02
C.N.A.	\$13.82	\$14.37	\$14.94	\$15.54	\$16.16
C.N.A./R.N.A.	\$15.02	\$15.62	\$16.24	\$16.89	\$17.57
Cashier	\$10.77	\$11.20	\$11.65	\$12.12	\$12.60
Central Supply Tech	\$14.93	\$15.53	\$16.15	\$16.80	\$17.47
Central Supply Tech (Lead)	\$17.07	\$17.75	\$18.46	\$19.20	\$19.97
Certified Diet Technician	\$17.46	\$18.16	\$18.89	\$19.65	\$20.44
Certified Occupational Therapy Asst	\$26.20	\$27.25	\$28.34	\$29.47	\$30.65
Clinical Analyst	\$15.57	\$16.19	\$16.84	\$17.51	\$18.21
Collector	\$16.26	\$16.91	\$17.59	\$18.29	\$19.02
Cook	\$12.32	\$12.81	\$13.32	\$13.85	\$14.40
Lead Cook	\$12.58	\$13.08	\$13.60	\$14.14	\$14.71
Diet Assistant	\$13.10	\$13.62	\$14.16	\$14.73	\$15.32
Diet Clerk	\$10.77	\$11.20	\$11.65	\$12.12	\$12.60
Echocardiography Tech	\$23.31	\$24.24	\$25.21	\$26.22	\$27.27
EKG Tech	\$15.90	\$16.54	\$17.20	\$17.89	\$18.61
Engineer	\$25.47	\$26.49	\$27.55	\$28.65	\$29.80
Engineer I	\$27.80	\$28.91	\$30.07	\$31.27	\$32.52
Engineer II	\$30.56	\$31.78	\$33.05	\$34.37	\$35.74
Financial Analyst	\$16.73	\$17.40	\$18.10	\$18.82	\$19.57
Food Service Worker	\$10.77	\$11.20	\$11.65	\$12.12	\$12.60
HMO Claim Coord	\$16.73	\$17.40	\$18.10	\$18.82	\$19.57
Housekeeping Aide A	\$10.77	\$11.20	\$11.65	\$12.12	\$12.60
Housekeeping Aide B	\$12.53	\$13.03	\$13.55	\$14.09	\$14.66
Information System Financial Analyst	\$32.54	\$33.84	\$35.19	\$36.60	\$38.06
Insurance Verifier	\$13.82	\$14.37	\$14.94	\$15.54	\$16.16
Intake Coordinator	\$16.07	\$16.71	\$17.38	\$18.07	\$18.80
Linen Room Attendant	\$10.77	\$11.20	\$11.65	\$12.12	\$12.60
LVN	\$21.65	\$22.52	\$23.42	\$24.36	\$25.33
Medical Billers	\$18.35	\$19.08	\$19.84	\$20.63	\$21.46
Medical Legal Coord	\$19.65	\$20.44	\$21.26	\$22.11	\$22.99
Medical Record Coder	\$15.57	\$16.19	\$16.84	\$17.51	\$18.21
Medical Records Tech I	\$11.64	\$12.11	\$12.59	\$13.09	\$13.61
Medical Records Tech II	\$14.89	\$15.49	\$16.11	\$16.75	\$17.42
Medical Technologist	\$33.62	\$34.96	\$36.36	\$37.81	\$39.32
Monitor Tech	\$15.90	\$16.54	\$17.20	\$17.89	\$18.61
Occupational Therapist	\$40.76	\$42.39	\$44.09	\$45.85	\$47.68
Occupational Therapist Aide	\$14.33	\$14.90	\$15.50	\$16.12	\$16.76
OR Assistant	\$15.09	\$15.69	\$16.32	\$16.97	\$17.65
OR Tech	\$19.10	\$19.86	\$20.65	\$21.48	\$22.34
Painter	\$14.61	\$15.19	\$15.80	\$16.43	\$17.09
Payroll Coord	\$19.81	\$20.60	\$21.42	\$22.28	\$23.17
PBX Operator	\$11.51	\$11.97	\$12.44	\$12.94	\$13.46
Pharmacy Billing Clerk	\$16.26	\$16.91	\$17.59	\$18.29	\$19.02
Pharmacy Buyer	\$17.73	\$18.44	\$19.18	\$19.95	\$20.75
Pharmacy Tech	\$17.46	\$18.16	\$18.89	\$19.65	\$20.44
Phlebotomist	\$13.46	\$14.00	\$14.56	\$15.14	\$15.75
Physical Therapy	\$25.86	\$26.89	\$27.97	\$29.09	\$30.25

Physical Therapy Assistant (Licensed)	\$26.20	\$27.25	\$28.34	\$29.47	\$30.65
PT Aide	\$13.56	\$14.10	\$14.66	\$15.25	\$15.86
PT Assistant	\$14.33	\$14.90	\$15.50	\$16.12	\$16.76
Radiology Assistant	\$13.10	\$13.62	\$14.16	\$14.73	\$15.32
Radiology Tech I	\$21.83	\$22.70	\$23.61	\$24.55	\$25.53
Radiology Tech II	\$23.31	\$24.24	\$25.21	\$26.22	\$27.27
Radiology Tech III	\$29.11	\$30.27	\$31.48	\$32.74	\$34.05
Radiology Tech IV	\$32.77	\$34.08	\$35.44	\$36.86	\$38.33
Rec Therapist	\$24.45	\$25.43	\$26.45	\$27.51	\$28.61
Recreational Therapy Assistant	\$15.29	\$15.90	\$16.54	\$17.20	\$17.89
Respiratory Therapy Tech	\$26.58	\$27.64	\$28.75	\$29.90	\$31.10
RT Aide	\$13.56	\$14.10	\$14.66	\$15.25	\$15.86
RT Assist	\$14.33	\$14.90	\$15.50	\$16.12	\$16.76
Security Officers	\$11.08	\$11.52	\$11.98	\$12.46	\$12.96
Social Worker	\$26.07	\$27.12	\$28.20	\$29.33	\$30.50
Social Worker (LCSW)	\$34.82	\$36.21	\$37.66	\$39.17	\$40.74
Staff Accountant	\$20.40	\$21.22	\$22.07	\$22.95	\$23.87
Sub-Acute Intake Coordinator	\$22.52	\$23.42	\$24.36	\$25.33	\$26.34
Unit Clerical Secretary	\$13.57	\$14.11	\$14.68	\$15.27	\$15.88

APPENDIX A- Effective June 1, 2004

- A. Longevity pay shall be provided based on the length of employment in the following manner.

Year	Old Longevity Rates		New Longevity Differential Rates/Effective upon ratification
5	\$0.40		\$0.50
6	\$0.40		\$0.50
7	\$0.40		\$0.50
8	\$0.40		\$0.50
9	\$0.40		\$0.50
10	\$0.60		\$0.75
11	\$0.60		\$0.90
12	\$0.60		\$1.05
13	\$0.60		\$1.20
14	\$0.60		\$1.35
15	\$0.80		\$1.70
16	\$0.80		\$1.85
17	\$0.80		\$2.00
18	\$0.80		\$2.15
19	\$0.80		\$2.35
20	\$0.95		\$2.70
20+	\$0.95		\$2.70

The longevity increases shall be in addition to the normal rate of pay.

- B. Any O.R. Tech who possesses the O.R. Tech certification as of the effective date of this Agreement shall receive a fifty-cents (\$.50) per hour differential without regard to whether such certification is required by the Hospital. If in the future the Hospital required O.R. Techs to possess the O.R. Tech certification as a condition of employment, all O.R Technicians who are required to possess the O.R. Tech certification shall receive the differential of forty-cents (\$.40) per hour.
- C. Any employee who successfully completes a thirty (30) hour basis arrhythmia course, and is assigned to utilize the skills derived from that training in the performance of his/her duties, shall receive a differential of thirty cents (\$.30) per hour.
- D. Each LVN possessing IV certification who is designated by the Hospital to utilize the skills gained by such certification in the course of his/her works shall be paid a premium of seventy-five center (\$.75) per hour. Each LVN possessing critical care certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of ninety

cents (\$.90) per hour. Each LVN possessing Critical Care Certification and IV certification who is designated by the Hospital to utilize the skills gained by both certifications will be paid a premium of one dollar and forty cents (\$1.40). There shall be NO pyramiding of any other premiums. LVN s possessing the above skills that are not designated by the Hospital to utilize these skills and are not receiving the premium shall not be required to perform such work.

Each LVN possessing ACLS certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of twenty cents (\$.20) per hour.

Each LVN possessing PALS certification that is designated by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of twenty cents (\$.20) per hour.

E.

(1) Respiratory Techs who function as a "team leader" shall receive a premium of fifty cents (\$.50) per hour when so assigned by the Department Director.

(2) If the Employer in the future decides there is a need to increase "Team Leader" functions in other classification, the Employer and Union will meet to negotiate the premium.

F.

LVNs who float outside their regularly assigned areas shall receive forty cents (\$.40) per hour beginning April 1, 1992, for each hour, or majority portion thereof, while working in a different area. Hospital areas for floating purposes are defined in Article XI, Section 8 "Float Policy."

CNAs who are not in the Float Pool are not required to Float, but can volunteer.

Float Pool CNAs shall receive twenty-five cents (\$.25) added to their base hourly rate.

CNAs who float shall receive a twenty five cent (\$.25) per hour differential.

G.

Each LVN working in the Sub Acute Units who has ventilator training and is designated by the Hospital to utilize the skills gained by such training in the course of his/her works shall be paid a premium of twenty cents (\$.20) per hour.

Each LVN working in the Sub Acute Units who has completed ventilator and tracheotomy care training and is designated by the hospital to utilize the skills gained by the training in the course of his/her work shall be paid a premium of sixty cents (\$.60) per hour.

Each LVN permanently assigned in the ER unit shall be paid a premium of \$2.00 per hour.

There shall be no pyramiding of any other premiums.

CNAs who were receiving this differential prior to April 1, 1998 will continue to receive this premium.

- H. Employees possessing RNA training who designed by the Hospital to utilize the skills gained by such certification in the course of his/her work shall be paid a premium of thirty cents (\$.30) per hour.
- I. Each Respiratory Tech possessing neo-natal certification shall be paid a premium of fifty cents (\$.50) per hour.

APPENDIX B

**BENEFIT SCHEDULE FOR PART-TIME EMPLOYEES BASED ON
 ASSIGNED SCHEDULE EFFECTIVE FEBRUARY 1, 1995**

<u>ASSIGNED HOURS PER WEEKS</u>							
	20	24	28	30	32	35	36+
<u>EARNED HOURS PER MONTH</u>							
<u>SICK LEAVE</u>							
Hours Accrued per month	4.0	5.0	5.5	6.0	6.5	7.0	8.0
<u>VACATION</u>							
Seniority 1-4	3.33	4.0	4.67	5.0	5.33	5.83	6.67
Years fully earned (2 weeks off)	40.00	48.00	56.00	60.00	64.00	70.00	80.00
Seniority 5-9	5.00	6.00	7.00	7.50	8.00	8.75	10.00
Years fully earned (3 weeks off)	60.00	72.00	84.00	90.00	96.00	105.00	120.00
Seniority 10 yrs+	8.33	10.00	11.66	12.50	13.33	14.58	16.66
Fully earned (5 weeks off)	80.00	96.00	112.00	120.00	128.00	140.00	
	100.00	120.00	140.00	150.00	160.00	175.00	200.00
<u>HOLIDAYS</u>							
Pay for un-worked holiday	4.0	5.0	5.5	6.0	6.5	7.0	8.0
Pay for holiday worked (See Article XVI, Section (c)).							
Part-time twelve (12) hour shift employees shall receive eight (8) hours pay for unworked holidays.							

LETTER OF UNDERSTANDING:

RED CIRCLE WAGE RATES FOR DISPLACED EMPLOYEES

In the event of reduction in force, or any other circumstance that causes displacement or involuntary placement of any bargaining unit member into a lower rated job classification or a lower paid position, the employee's wage rate shall not be reduced due to such displacement or involuntary placement in a lower rated job classification or a lower paid position. The Employer shall "Red Circle" the employee's wage and maintain the former higher wage rate.

An employee with a "Red Circled" wage rate shall be "Frozen" at their higher rate of pay and not be eligible for base wage increases, until such time as scheduled contractual wage increases equal the difference between the lower wage of the employee's new job and the employee's higher wage rate or two years, whichever is sooner. Thereafter, the employee's wage rate shall no longer be considered "Red Circled" and they shall receive any and all scheduled contractual wage increases.

The Employer and the Union shall jointly determine the wage difference if wage rates are not uniform among employees. Employees who are "Red Circled" shall receive any differentials, or any other add-ons to the base wage rate for which they are eligible during this period.

INTENT STATEMENT AND EXAMPLE:

In the current example of probable involuntary placement of CNAs from a higher paid area of the Hospital to a lower paid area in the same job classification, the employees would not be reduced in pay when transferred. Their wage rate would be "Red Circled" and "frozen" for no longer than two years. Since we have determined that the general difference in the wage rate is \$1.05 per hour it will take approximately two years (based on 4% increase per year) for these employees to be frozen and "make up" the difference between them and other lower paid employees in the area. In this situation the employee would be "unfrozen" and begin receiving scheduled wage increases at the beginning of the third year of the contract. It is possible, however, that some employees may be "unfrozen" before two years if they are higher paid (the 4% equals more sooner), or if the difference between the red circled rate and the rate of other employees is less per hour, or the scheduled contractual wage increases, including step increases and contract anniversary increases, equal \$1.05 before two years.

(Placement in Wage Article except for Intent Statement).

LETTER OF UNDERSTANDING:

**STATEMENT OF SEPARATION OF CONTRACTUAL WAGES AND
BENEFITS AND CALIFORNIA STATE WAGE PASS THROUGH
FUNDS**

The Employer and the Union agree that all contractual wages, benefits and other economic provisions contained in the Agreement shall be funded by the Employer separately and apart from any legislated wage or benefit pass through funds provided by the State of California or other government entity at any time before or during the term of this Agreement.

The parties have agreed to enter into separate Agreements for the distribution of legislated wage or benefit pass through funds that are extra to this Collective Bargaining Agreement.

(Placement in Wage Article of the Agreement)

SIDE LETTER

Of the 5% ATB reductions agreed to in April 2009, 2.5% shall be restored to everyone effective the date the court approves the hospital's plan of reorganization.

Eliminate one (1) holiday.

No 401(k) matching.

Between April 2009 and April 2010 the UHW Bargaining unit has been reduced by forty-three positions. The Union proposes that nineteen of these forty-three positions remained unfilled.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills, California 90211.

On December 14, 2016, I served the documents described as "**SECOND DECLARATION OF JOSEPH LAVI IN SUPPORT OF PLAINTIFF'S MOTION FOR CLASS CERTIFICATION; EXHIBITS 51-55**" on all interested parties in this action as indicated below:

Counsel for Defendant:

Christopher Ward, Esq.
Archana R. Acharya, Esq.
FOLEY & LARDNER LLP
555 South Flower Street, Suite 3500
Los Angeles, California 90071

(BY MAIL) As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California.

I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

(BY ELECTRONIC SERVICE) Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via use of CASEANYWHERE.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney at the offices listed above.

I declare under penalty of perjury under the laws of the State of California that the aforementioned service information is true and correct.

Dated: December 14, 2016


Jordan D. Bello