

MEMORANDUM OF UNDERSTANDING

BETWEEN

ADVENTIST HEALTH HOSPITAL CLEARLAKE, INC.  
AND THE

REDBUD COMMUNITY HOSPITAL  
EMPLOYEES ASSOCIATION

JULY 1, 2023  
TO  
JUNE 30, 2025

# MEMORANDUM OF UNDERSTANDING

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## PREAMBLE

This Memorandum of Understanding, hereinafter referred to as “Memorandum,” between the duly appointed representatives of the Adventist Health Hospital Clearlake, Inc. dba Adventist Health Clearlake, hereinafter referred to as "the Hospital," and the Redbud Community Hospital Employees Association (RCHEA), hereinafter referred to as "the Association," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum.

This Memorandum will apply to all those employees in classifications within the bargaining units as provided in Article 2: Recognition.

## ARTICLE 1:           TERM OF MEMORANDUM

This Memorandum shall be effective as soon as ratified by the Association, except that salary provisions and other changes in the Memorandum where specific dates are noted, shall become effective on the dates indicated in this Memorandum. The Memorandum will expire and otherwise be fully terminated at midnight on June 30, 2025.

In the event the Association desires to meet and confer upon a successor memorandum of understanding, it shall serve on the Hospital its written request to commence discussions as well as its initial written proposals for any successor memorandum of understanding by April 1, 2025. The meet and confer sessions shall commence by May 1, 2025. The parties will use their best efforts to complete the meet and confer process by June 15, 2025.

After the Association has served its initial written proposal on the Hospital, the Hospital will respond with its own proposals on any topics which may be raised in the meet and confer sessions within 30 days, unless an extension is mutually agreed to. In the event that the Association does not desire to meet and confer upon a successor memorandum, the Hospital may make any changes which it deems desirable following expiration of this Memorandum and contingent upon its fulfillment of any meet and confer obligations imposed by law.

## ARTICLE 2:           RECOGNITION

The Hospital, pursuant to the National Labor Relations Act (NLRA), recognizes the Association as the exclusive representative / bargaining agent for all employees falling within the following separate units located in Lake County:

1. Licensed professional unit (job classifications such as pharmacist, medical technologist, radiology technologist, respiratory therapist, and physical therapist);
2. Clerical / general services / maintenance unit;
3. Skilled medical/technical unit (job classifications such as Certified Nursing Assistant, assistant physical therapist, physical therapy aide, lab assistant, central supply / surgery aide, medical assistant);
4. Licensed vocational nurse unit;
5. Registered nurse unit.

All units include full-time, part-time, Per Diem and non-exempt personnel as found in Exhibit A (Payroll Ranges). Excluded from recognition and from coverage under this Memorandum are managerial, confidential, supervisory and temporary employees.

The description of each Association unit is contained in the petitions submitted by the Association on June 8, 1983.

### ARTICLE 3: DEFINITIONS

#### 3.1 Bi-Weekly Pay Period

Except where otherwise stated in the Memorandum, fourteen (14) consecutive calendar days, which begins at 12:01 Sunday and ends at midnight on the second Saturday thereafter.

#### 3.2 Break In Service

A break in service is defined as a termination or resignation of employment. A break in service does not occur because the employee is on unpaid status, i.e., family or medical leave.

#### 3.3 Calendar Year

January 1 through December 31.

#### 3.4 Hospital and Ancillary facilities located in Lake County

The Adventist Health Hospital Clear Lake, Inc., Administrator, and/or any delegates thereof.

#### 3.5 Promotion

The non-temporary assignment of an employee to a position with a higher pay grade and increased responsibility.

### 3.6 Rates of Pay

(a) **Base Wage Rate:** The base wage rate is defined as the hourly rate of pay for each classification set forth in Exhibit A (Payroll Ranges), exclusive of shift differentials, benefits or any other compensation. Base wages for each associate paid at a rate per hour.

(b) **Regular Rate of Pay:** The regular rate of pay is the employee's weighted average rate of pay for the workweek (or "FLSA rate"), inclusive of shift differentials and other forms of compensation that are not excludable under applicable law.

### 3.7 Workday

A 24-hour period at one of the following:

- a) 00:00 to 00:00
- b) 07:00 to 07:00
- c) 11:59 to 11:59

### 3.8 Weekend

A work weekend is any shift from evening shift Friday night through the evening shift Sunday night. Shift(s) worked within this time frame would be considered a worked weekend shift. Night shift is 6:00 PM Friday through Saturday night. Day shift is 6:00 AM Saturday through Sunday evening for staff who work 12-hour shifts.

### 3.9 Merit Increase

Increases will occur annually in July as outlined in Section 8.8. Merit increases will not be tied to performance evaluations.

### 3.10 Workweek

Sunday at 00:00 to Saturday at 23:59.

### 3.11 Emergency

A situation beyond the control of the Hospital affecting the Hospital's ability to provide health care services and making it impossible to apply a specific term of the Memorandum. A determination that an emergency exists is within the sole and exclusive discretion of the Hospital. The Hospital will not arbitrarily declare an emergency for the purpose of circumventing this Memorandum.

### 3.12 Temporary Employee

(a) An employee hired for temporary service, subject to review by the Department Director after 180 days. After 180 days, the Department Director shall have fifteen (15) business days

to change the temporary status to Per Diem, part or full-time status. This time frame is not applicable to a temporary employee who is filling in for an employee who is out on a leave of absence.

(b) If there is a status change from temporary to Per Diem, regular part-time or to full-time, with no change in job classification, and time worked is equal to, or more than, the established probationary period, the employee will receive Paid Time Off (PTO), pursuant to Article 12, and Extended Illness Time (EIT), pursuant to Article 13, retroactive to the date of hire (with the exception that if the employee had received pay-in-lieu of PTO and EIT); probation will be considered served; and the original date of hire will remain the employee's anniversary date.

### 3.13 Registered Nurse (RN) Descriptions

(a) RN I means a new graduate or other licensed registered nurse with less than one (1) year of prior acute care experience at the time of hire. Such registered nurses shall serve successfully in the RN I status for one (1) year before being promoted to RN II status, and upon such promotion shall be placed at the RN II 'Start' rate.

(b) RN II means a licensed registered nurse with one (1) or more years of prior acute care experience.

(c) RN III means a licensed registered nurse who meets the criteria for any given calendar year as set forth in the RN III criteria guidelines.

(d) RN IV means a licensed registered nurse who meets the criteria for any given calendar year as set forth in the RN IV criteria guidelines.

### 3.14 Employee Handbook

Means the then current Adventist Health Employee Handbook in effect for the Hospital. To the extent the Adventist Health Employee Handbook conflicts with provisions of the Memorandum, the Memorandum will control.

## ARTICLE 4: ASSOCIATION RIGHTS

### 4.1 Exclusive Right To Represent

The Association and its authorized representatives have the exclusive right to represent all members of each classification of the bargaining unit listed in Article 2, on all matters within the scope of representation, excluding new hires on ninety (90) day probation.

### 4.2 Employee Contact

To the greatest extent possible, all communications between Association representatives and employees regarding matters within the scope of representation will occur during the employees'

breaks or other non-work hours. During work hours only the Association president or job stewards may contact employees regarding matters within the scope of representation. If the Association president or job stewards wishes to contact a represented employee on a matter within the scope of representation, he/she will obtain the permission of the employee's manager and/or department head before any contact is made during the employee's work time. Permission shall not be unreasonably withheld.

#### 4.3 Meeting Space

Upon request of the Association, the Hospital shall provide meeting space, provided such space is available. Request for use of facilities shall be made in advance to the Administrative Office and will indicate the date, time, and general purpose of the meeting and facilities needed.

#### 4.4 Communications

The Hospital will furnish the Association with a bulletin board in the Hospital for the purpose of posting Association materials. The Hospital will also provide in all facilities that contain Hospital employees governed by this Memorandum, space for the purpose of posting Association materials. Association materials may only be posted on the provided bulletin board(s). The bulletin board(s) shall be located in a mutually acceptable area. The main bulletin board shall be glass enclosed with a lock and a key provided to the Association. The Hospital shall also retain a key to the main bulletin board. All materials to be posted on said board(s) shall be initialed by the Association Board Member and shall be in good taste, strictly impersonal in nature and limited to the legitimate business of the Association. All communication will be posted on [www.RCHEA.com](http://www.RCHEA.com) website. The actual posting of material shall be performed by an authorized representative of the Association only. The Hospital will allow the Association to use the Hospital's internal mail system and / or courier services to transport the Association material to the aforementioned facilities. As the Hospital introduces new communication technology, that access to any such technology be given to the Association. At least one (1) full day prior to posting, a copy of all materials to be posted on the bulletin board(s) shall be provided to the Administrator or his designated representative by the Association president. If the Administrator or his designated representative believes the material to be posted is improper, a grievance may be filed. The material in dispute shall not be posted at any time while a final determination on the grievance is pending. The grievance shall be heard initially by the Hospital Administrator, who may confer with the Association President as needed, on an expedited basis; if possible, within fourteen (14) calendar days. When space is available, the Administration shall maintain for RCHEA a mail slot within the mailroom of the administration wing of the Hospital.

#### 4.5 Job Stewards

The Association may designate FOUR (4) job stewards and TWO (2) alternates for the units covered by this Memorandum. The job stewards may participate in the grievance procedure and consult with represented employees concerning application of the terms of this Memorandum. The job stewards' duties will not in any way interfere with the job stewards' performance of work or with any other employee's performance of work assignments. The Hospital shall not act against any job steward for the job steward's exercise of protected activities as provided for under this Memorandum. Within fifteen (15) days of the effective date of this Memorandum, the Association shall notify the Hospital in writing of the identity of the job stewards. Should the job stewards change, the Association will notify the Hospital of the identity of the new job steward in writing within fifteen (15) business days of the change.

#### 4.6 Membership Requirement

As a condition of employment, upon completion of their ninety (90) day probationary period, new employees will:

- (a) pay monthly to the Association a service fee equal to the monthly dues paid by Association members, or
- (b) at the end of the year, contact the Association to have their dues diverted to a non-profit organization of their choice.

#### 4.7 New Employees Notice

A copy of this Memorandum shall be distributed and available to each new bargaining unit employee. The Hospital shall provide the President of the Association with a master list of all employees who are subject to the provisions of the Memorandum, giving names, addresses, classifications, unit and dates of employment, within thirty (30) days of the execution of this Memorandum. The Hospital will provide the President of the Association an updated roster of all employees with the information indicated above on a quarterly basis.

#### 4.8 Written Assignment For Dues Payroll Deduction

- (a) Authorizing Voluntary Deduction of Association Dues:

The Hospital will give to each employee at the time of hire the current Association form authorizing voluntary payroll deduction of Association dues. The Hospital will deduct Association membership dues from the salary of each employee who submits a written authorization to

the Hospital. Said written authorization may be revoked by the employee at any time upon his/her delivery to the Human Resources Department of a written revocation of such authorization. Deductions shall be made each pay period and remitted to the Association within fourteen (14) days.

(b) Nonpayment of Dues or Fees:

Employees who refuse and/or fail to comply with the membership, service fee, or other provisions of paragraph (a) of this Section may, thirty (30) days following receipt of notification of default from the Association to the employee with a copy of such notice to the Hospital, be terminated upon written demand from the Association to the Hospital. The notification of default from the Association to the employee must explain to the employee that he/she is delinquent in not tendering either uniformly required dues or equivalent agency fees, specify the current amount of such delinquency, and warn him/her that unless such dues are rendered within thirty (30) calendar days, he/she will be reported to the Hospital for termination as provided in this Section 4.8.

(c) Indemnification:

The Association shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities, including all costs and attorney fees, that arise out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with Article 4.7 and the foregoing paragraphs of this Section 4.8.

4.9 Nondiscrimination

There shall be no unlawful discrimination by the Hospital against any employee on account of membership in or activity on behalf of the Association. There shall be no unlawful discrimination by the Hospital or the Association against any employee or applicant because of race, color, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth and medical conditions related to pregnancy, childbirth, or breastfeeding), religious creed, religion, gender, gender identity, gender expression, transgender, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic, in accordance with state or federal laws. Discrimination will not be tolerated by the Hospital. All complaints of alleged discrimination must be reported to the Administrator or Manager as soon as possible, but in no event later than fifteen (15) business days after the incident(s). The Association and the Hospital agree to cooperate fully to prevent unlawful discrimination.



## ARTICLE 5: EMPLOYEE RIGHTS

### 5.1 Personnel Files

(a) With the advance notice of one (1) business day, any employee shall have the right to inspect the contents of his or her personnel file, except references and any records relating to the investigation of a possible criminal investigation.

(b) Every employee will be given an opportunity to review and to acknowledge an evaluation, documentation of a verbal warning, or written disciplinary notice that is being placed in the employee's personnel records. The employee's personnel file/record as kept by Human Resources will be considered as the employee's permanent record. Employees shall acknowledge that they have reviewed a document to be placed in their personnel file by signing the document. Refusal by an employee to sign a document will be noted on the document. The employee may provide, to be inserted in the personnel file, a written response to an evaluation or written disciplinary notice. Such response must be submitted within ten (10) business days of being notified of an evaluation or written disciplinary notice. If the employee so requests, he / she will be provided one (1) copy of any document the employee has signed which relates to the obtaining or holding of employment.

(c) Upon an employee's written authorization, an Association representative may inspect the employee's personnel records, except references and any records relating to the investigation of a possible criminal investigation.

(d) The Hospital and the Association agree that personnel records are not subject to public inspection, except in accordance with law. Employees will be notified when their record is specifically requested for accessed. This does not apply to regulatory agencies, such as the Joint Commission or the Department of Health Services.

### 5.2 Performance Evaluation

(a) Each employee shall be evaluated at least annually by the employee's manager and / or department head. Each employee is offered the opportunity to complete a self-evaluation. Each evaluation shall be based on the job description, by acknowledgement of receipt by the employee. Evaluation shall be submitted to the employee by May 31st on annual basis or file a thirty (30) day extension with Human Resources and to the Association.

(1) The evaluation shall include overall categories of performance and narrative remarks concerning the employee's work performance. If appropriate, the evaluation will include suggestions for how work performance can be improved, a suggested time frame for improvement and

remedial merits, if any, that the manager and / or department head is taking in order to assist in improvement goals. Each evaluation shall include space for employee comment.

(i) Any change in evaluation procedure or method will require a ninety (90) day adoption period per employee affected before changes are used for employee's evaluation.

(2) Completion of performance evaluations for employees on leave of absence at the time of their annual evaluation may be extended up to ninety (90) days after their return from leave to allow the manager sufficient time to evaluate the employee's performance.

(b) The contents of an evaluation are not grievable except in the following circumstance: where the employee's termination or demotion is based upon adverse evaluation. For purposes of this provision, demotion is defined as the non-temporary assignment of an employee to a position with a lower pay grade and decreased responsibility.

### 5.3 Discipline, Notice and Hearing

(a) No full-time, part-time, or Per Diem employee who has completed the initial probationary period will be discharged or disciplined without just cause.

(b) The approved steps in progressive discipline for similar offenses are:

Step 1: Documented Verbal Warning without adverse action.

Step 2: First (1st) Written Warning without adverse action.

Step 3: Second (2nd) Written Warning, with probation not to exceed sixty (60) days, but may be extended to a maximum of ninety (90) days if deemed appropriate.

Step 4: Third (3rd) Written Warning, with suspension not to exceed ten (10) working days, or termination if deemed appropriate.

(i) Three (3) or more concurrent disciplinary actions may result in the use of Step 4 of the disciplinary process.

(c) The Hospital may, in its discretion, utilize either suspension or probation as a disciplinary measure. If suspension is utilized, the suspension will be without pay to a maximum of ten (10) working days, not to exceed eighty (80) hours, but will not affect the employee's seniority.

(d) Only discipline resulting in loss of pay or benefits may be grieved under the grievance procedure set forth in Article 20. Lesser steps of discipline, such a probation (even if merit increases are delayed during the period of disciplinary probation), warning notices and / or counseling may not be grieved. However, if the employee submits a written protest to the lesser discipline within ten (10) business days of being notified of the discipline and if that discipline is later utilized as a basis

for discharge and / or suspension, then the employee reserves the right to contest that lesser discipline along with the discharge and / or suspension.

(e) Any grievable disciplinary action may be reversed or modified under the grievance procedure. If so, the record of the employee will be adjusted accordingly. The Grievance Review Committee or arbitrator shall have the authority to award back pay and / or reinstatement to any full-time or part-time employee whose termination or suspension is found to be without just cause.

(f) If a disciplinary action has had no additional action taken within twelve (12) months, that infraction would be deemed corrected and not used in any further disciplinary action.

(g) Any example of Gross Misconduct including, but not limited to, the following violations may be cause for immediate termination:

- (1) Embezzlement
- (2) Fraud (Example - Falsifying a Chart)
- (3) Physical violence
- (4) Possession of a weapon
- (5) Harassment of any sort or sexual violence
- (6) Theft
- (7) Time card falsification
- (8) Vandalism
- (9) Verbal abuse (including but not limited to profanity, yelling, threats, and / or insults)
- (10) Breach of patient confidentiality (HIPAA)
- (11) Job abandonment
- (12) No call – No show (Employee not calling nor showing up for known assigned work shift)
- (13) Patient Safety, in which an adverse outcome did or could have occurred.
- (14) Negligence (leaving narcotic locker open, etc.)
- (15) Under the influence (see Article 21 - Drug and Alcohol Policy)

## ARTICLE 6: HOURS AND OVERTIME

### 6.1 Application

(a) This Article 6 is intended as a basis for outlining standards for hours of work, work schedules, and as a basis for calculating overtime payments. It is not intended as a guarantee of any minimum/maximum schedule. The parties agree that in a situation where a long-term (more than ninety (90) days) reduction in the work force is required, reduction of employee hours can be utilized as the reduction mechanism, reducing the hours equally within a job classification and/or a department; as well as lay-off of employees.

(b) All employees must record their hours worked with an Identification (ID) badge utilizing the time clock(s) to be provided by the Hospital. The time must be recorded whenever an employee begins and ends each work period. Employees shall not badge in on the time clock(s) before the beginning of their shift or badge out after the conclusion of their shift, except as specifically provided in Article 6.5 (a) & (b). Only the department manager has authority to make corrections or entries; any errors or omissions must be brought to the manager's attention promptly. Any errors or omissions discovered by the manager must be brought to the employee's attention in the same prompt manner. Employees are responsible to badge in and out their own time and may not badge in and out another employee's card under any circumstances. See Article 5, Section 5.3, Discipline, Notice and Hearing.

### 6.2 Types Of Employment

(a) Full-Time: Employees who are Regularly Scheduled with an average of at least thirty-two (32) hours per week and receives Benefits. "Benefits" includes those benefits listed in Articles 10, 11, 12, and 13. "Regularly Scheduled" is defined as average regularly scheduled hours worked per week over a six (6) month period.

(b) Part-Time: Employees who are Regularly Scheduled to work an average of less than thirty-two (32) hours per week and receives prorated Benefits based on hours actually worked. A part-time employee who is Regularly Scheduled and has worked at least sixty-four (64) hours per pay period, upon request of the employee and review by the Director of Human Resources, may be transitioned to full-time status.

(c) Per Diem Employees:

(1) Employees, exclusive of RNs, who work are not Regularly Scheduled and may work in a single department or many departments, on a single shift or variable shifts. A Per

Diem employee is a non-benefited, except those required by law, for example, workers' compensation benefits, that has been Regularly Scheduled and has worked at least forty (40) hours per pay period, upon request of the employee and review by the Director of Human Resources, may be transitioned to part-time status.

(i) Per Diem employees listed in Exhibit A shall be paid \$1.00 in lieu of Benefits for each hour worked, and

(ii) Per Diem employees listed in Exhibit A shall be paid \$1.35 in lieu of Benefits for each hour worked including Hospital based departmental and mandatory meetings and mandatory in-services.

(iii) The Hospital reserves the right to establish, change, or modify availability requirements for Per Diem RNs so long as the requirements are not arbitrary or capricious. The affected Per Diem RNs and the Association will be notified of any such requirements or modifications thereto at least thirty (30) calendar days in advance. Upon request, the Hospital will meet with the Association to discuss the change, but this obligation shall not affect the Hospital's right to implement the availability requirements or modifications thereto.

2. Per Diem - RNs: All regular full-time and part-time RNs will be scheduled first, then Per Diem RNs be scheduled. Per Diem RNs must provide at least two (2) shifts per month availability to include one (1) weekend shift and one (1) major (Thanksgiving, Christmas, New Year's) and one (1) minor Holiday per year.

- a) Overtime. Overtime at one and one-half times the regular rate of pay will apply beyond eight (8) hours per day or forty (40) hours per week. Per Diem RNs are not entitled to any of the Benefits listed in the Memorandum except those entitled by regulations (i.e., workers' compensation). The exception is that Per Diem RNs shall be entitled to payment at the rate of one and one-half (1½) times their base rate of pay for all hours worked on any Holiday listed in Article 11.
- b) Use of Per Diem RN Staff. Before resorting to an outside agency to fill the needs of a unit/department, Per Diem RNs who have indicated availability for that particular shift and day will be called. If it results in overtime for a Per Diem RN, full-time and part-time employees will be first contacted.

- c) Calling of Per Diem RNs. Calling Per Diem RNs, as described above, is subject to the following provisions; that the employee, in the Hospital's reasonable judgment, is both qualified for and can properly perform the work to be done.
- d) Accepting Calls. The Hospital will maintain documentation of telephone calls to Per Diem RN and such records will be available for review by the Association President.
- e) Per Diem RN. Per Diem RNs will have their first performance evaluation after the completion of ninety (90) days of employment and annually thereafter.

3. Per Diem staff may request shifts in any department they are qualified in. Per Diem staff shall submit, in writing, their availability for work during the period covered by an upcoming schedule, including days of the week and shifts, together with their current phone number, to each department they want to work. The written notice of availability shall be submitted not later than thirty (30) days before the schedule is to be posted, unless the unit/department has specified some other date. The employee's availability for work must conform to the Hospital's minimum availability requirements. Failure to submit a written notice of availability shall result in employees not being scheduled for that period covered by the schedule. Failure to abide by minimum availability required for three (3) months in a row will be considered a voluntary resignation. Disputes arising under this paragraph shall be subject to the provisions of Article 22, Grievance Procedure.

(d) Introductory Period:

(1) For all employees, the initial ninety (90) days of continuous employment or any extension thereof in a position, to a maximum of six (6) months, is a probationary period during which an employee may be terminated for any reason, with or without cause. Termination or other disciplinary action during the probationary period cannot be challenged under the Grievance Procedure. The Association shall be notified in writing if the probationary period is extended beyond the initial ninety (90) days of continuous employment.

(e) Biannual Hours Worked Review:

(1) Twice each year Human Resources, working with the appropriate Department Manager, will produce a report reconciling each employee's hours worked per week over a six-month period and their benefit status to determine if the employee's benefits status has changed. If the employee's benefit status has changed, the Hospital will update the employee's benefit status.

(2) For employees transferring to a new job classification, the initial ninety (90) days of the new classification of employment, to a maximum of six months, is a probationary period for the

new classification. Transferring employees are not guaranteed a return to their previous position; however, every reasonable effort will be made to find a position in the Hospital.

### 6.3 Work Schedules

(a) For the convenience of employees, the Hospital will use its best efforts to post regular work schedules for full-time and regular part-time employees. Schedules will be posted at least fourteen (14) days in advance to be changed as appropriate for PTO, etc.

(b) Except in emergency situations, the Hospital will attempt to provide at least seven (7) calendar days' advance notice to full-time and regular part-time employees of any change in the employee's posted work schedule and /or shift.

(c) Voluntary exchanges in scheduling between employees must be within the same or related work unit, must involve persons of comparable classification, knowledge, skill, and ability and must receive the prior approval of the employees' manager and/or department head.

(d) Weekend Schedules: Where possible, and except in an emergency, the Hospital will make every effort to grant, at a minimum, every other weekend off to full-time and part-time employees. This provision shall not prevent employees who choose to work every weekend from doing so.

#### (e) Seniority:

(1) A seniority list within appropriate job classifications shall be maintained for the assignment of additional non-overtime shifts. Full-time or part-time employees with seniority in the department will be given preference as long as they have the knowledge, skill, and ability, within the Hospital's determination, to perform the work. If an insufficient number of full-time or part-time personnel are available to perform the work, the Hospital shall make assignments to the least senior individuals having the required knowledge, skill and ability. For purposes of this Article, seniority will be based upon the number of base rate hours worked within his/her current job classification (without a break in service) in the department. Overtime, standby and non-work time (i.e., paid/unpaid leave of absence) shall not be considered for determining seniority within job classifications.

(2) If knowledge, skills and ability are comparable, the employee with the greatest amount of seniority to the Hospital will be offered the promotion, available shift, or reclassification first.

(3) If cancellation of a workday is necessary, the Hospital will make every effort to provide the employee with as much advance notice as possible.

(f) All time worked, shift differential, overtime, meetings, Holiday worked (premium) pay, PTO accrual and usage, and any other use of the time clock / badge readers will be paid for actual time worked.

#### 6.4 Assignment of Overtime

The Hospital retains the right to require that individuals complete a work task on an overtime basis. For additional overtime work, the following assignment procedure will be utilized:

(a) If consistent with the Hospital's patient care and business needs, the Hospital will select persons for the performance of overtime work for which they qualify from such list of volunteers by order of seniority.

(1) If there are insufficient volunteers, overtime will be rotated equitably within the job classification required to render service.

(b) Except in emergency situations, employees will not be required to work outside of their department for purposes of overtime rotation.

(1) For purposes of this provision, a department is defined as a unit, which has its own general ledger.

(c) Assignments of overtime will proceed from the least senior employee to the most senior within job classifications. RNs have the right to refuse involuntary overtime if the RN believes they are not able to render safe care due to fatigue or illness.

(d) In the event that there is a surplus of volunteers, the overtime shall be first offered to those volunteers who have lost the most time due to cancellation.

(1) If cancellation hours are not a factor in the selection of volunteers to perform overtime, then the work shifts will be given to the most senior employee within the job classification required to work overtime.

#### 6.5 Overtime

(a) Prior approval by the manager, department head and / or their designee, i.e., House Supervisor, is required before an employee can work overtime.

(b) If overtime is required in order to complete a task begun during an employee's regular shift, and the employee's manager, department head and / or their designee, i.e., House Supervisor, cannot be located to authorize the overtime, the employee will be compensated for overtime necessary to complete the task.

(c) Only hours worked will be utilized in computing overtime entitlement.



(1) Callback guarantee hours, uncontrolled standby, and other paid hours that are not hours worked shall not be considered for purposes of computing overtime entitlement.

(d) Any employee who works seven (7) consecutive days will receive double the employee's regular rate of pay for hours worked on that seventh (7<sup>th</sup>) consecutive day worked and each consecutive day thereafter. Employees working on the seventh (7<sup>th</sup>) day of the workweek, must work at least four (4) hours, paid at appropriate over-time rate, prior to receiving double-time.

(e) All hours worked over twelve (12) hours in a shift will be paid at double time at the employee's regular rate of pay.

(f) Exception for return to work if less than eight (8) hours has transpired between leaving a scheduled shift and the start of a new scheduled shift, overtime at one and one half (1½) times the employee's regular rate of pay shall be paid for the entire second (2<sup>nd</sup>) shift.

#### 6.6 Overtime Accrual and Compensation

##### (a) Definition of overtime:

(1) Overtime for all employees is defined as hours worked:

(i) in excess of forty (40) hours in a workweek;

(ii) in excess of eight (8) hours in a work day unless on a 4/40 or 3/36 schedule outlined

below.

(iii) overtime will be paid at one and one half (1½) times employee's regular rate of pay.

(2) When an employee works two (2) consecutive eight (8) hour shifts:

(i) All hours worked over eight (8) hours shall be paid at one and one-half (1½) times the employee's regular rate of pay and double time the employee's regular rate of pay over twelve (12) hours.

(3) Except in an emergency of where an employee volunteers to work more than sixteen (16) hours, no employee shall be required to work more than sixteen (16) hours in a workday. It is recognized that an employee may be required to work more than sixteen (16) hours to complete a task begun during the shifts.

##### (b) 4 days / 40 hours week work shift (4/40)

(1) There may be times when the Hospital determines that it is desirable for an employee or group of employees to work a regular shift of four (4) days, forty (40) hours (4/40) workweek.

(i) Scheduling a 4/40 workweek is within the Hospital's discretion and must be consistent with staffing requirements and patient care.

(ii) An employee may work a 4/40 workweek pursuant to a voluntary agreement with the Hospital and / or two-thirds (2/3) vote of all affected employees.

(iii) A 4/40 workweek schedule is subject to the following conditions:

(a) The employee voluntarily agrees and / or two-thirds (2/3) of all affected employees vote to work a 4/40 workweek consistent of ten (10) hours a day, for four (4) days a week.

(2) Overtime pay, one and one half (1½) times the employee's regular rate of pay, will be paid after an employee has worked a minimum of ten (10) hours.

(ii) Employee cannot pyramid the above overtime with overtime accrued after the fortieth (40<sup>th</sup>) hour in a workweek.

(c) 3 days / 36 hours week work shift (3/36)

(1) The employee shall be scheduled to work twelve (12) hours in each of the scheduled workdays, but the Hospital may, with just cause, require the employee to work more or less than twelve (12) hours in any workday and / or more than the scheduled number of days in the fourteen (14) day period.

(2) The employee shall be compensated only for time actually worked, even if such time is less than a scheduled shift.

(3) The employee will be paid his / her base hourly rate for the first twelve (12) hours of work during the shift.

(i) One and one-half (1½) times his / her base hourly rate for all time worked in excess of forty (40) hours in a workweek.

(4) Double time, two (2) times the employee's regular rate of pay, will be paid after an employee has worked a minimum of twelve (12) hours.

(i) Employee cannot pyramid the above overtime with overtime accrued after the fortieth (40<sup>th</sup>) hour in a workweek.

(5) All employees working pursuant to a twelve (12) hour shift arrangement must sign a twelve (12) hour shift agreement.

(d) Notwithstanding the type of shift worked by an employee (8/40, 4/40, or 3/36), all benefits shall accrue on the basis of a two (2) week pay period. Example: eight (8) hours a day, eighty (80) hours in a fourteen (14) day period.

(e) For the purposes of PTO (sick leave, vacation, or other time off), employees will be charged one (1) hour off for each hour of work missed as requested by the employee.

#### 6.7 Meal And Rest Periods

##### (a) Rest Periods:

(1) Employees will be authorized and permitted to take a rest period not to exceed fifteen (15) minutes for each four-(4) hour work period or major fraction thereof (more than two (2) hours)."

##### (b) Meal Periods:

(1) Employees shall be provided with a duty-free meal period of at least thirty (30) minutes during each shift which exceeds five (5) hours. The duration of the meal period may be not less than thirty (30) minutes or greater than sixty (60) minutes. Unless the employee has signed a meal period waiver that provides for waiver of one of the employee's two meal periods, the meal period will be provided before the employee has worked more than five (5) hours. The meal period will be scheduled as near to the middle of the regular shift as reasonably possible. If the employee works more than ten (10) hours, a second (2<sup>nd</sup>) meal period will be provided before the employee works more than ten (10) hours. If an employee is required to return to work during the meal period, the employee shall be paid for the time worked during the meal period. If meal is less than thirty (30) minutes, the time is hours worked and there is no deduction made. Meal periods may be waived under certain specific circumstances.

#### 6.8 Standby

##### (a) Controlled Standby:

(1) An employee who is assigned by the Hospital to be on controlled standby will be paid the controlled standby rate by job classification as set forth in Exhibit A *Controlled Standby*.

(2) Controlled standby duty requires that an employee designated by the Hospital to be so assigned, remain on call at his / her premises or be able to return to the Hospital within forty-five (45) minutes, be reachable at all times by telephone, be able to report to work immediately upon being contacted, and refrain from activities which might impair their ability to perform assigned duties.

(3) An employee assigned to controlled standby under this Section may exchange the employee's standby assignment with an equally qualified fellow employee, as determined by the

Hospital, provided both employees have obtained the prior approval of their manager and/or department head.

(4) Controlled standby assignments will be rotated equitably among employees of equal classification. This, however, does not preclude a management decision to work with employees, where appropriate, to attempt to meet employee preference.

(5) Except as otherwise stated in Article 6.6 (d)(ii), an employee who is called to work while he / she is on authorized controlled standby shall be compensated at one and one-half (1 ½) times his / her base rate of pay for time actually worked after he / she reports to the Hospital. The minimum callback will be two (2) hours of call-back pay. Standby will be interrupted.

(6) When an employee is scheduled to work, they cannot be simultaneously scheduled for stand-by.

#### 6.9 Uncontrolled Standby and Call-Back

Employees on uncontrolled standby will be paid the uncontrolled standby rate by job classification as set forth in Exhibit A *Standby*. Employees on uncontrolled standby who return to work at the request of the Hospital shall be treated as having been on controlled standby for eight (8) hours and shall receive a minimum of two (2) hours of call-back pay. Except as otherwise stated in Article 6.6 (c) (ii), all callback pay shall be at one and one-half (1½) the employee's base rate of pay. Standby will be interrupted.

#### 6.10 Shift Differentials:

(1) Evening Differential shall be paid the evening differential rates by job classification for the hours worked between 7:00 p.m. and 11:00 p.m. as set forth in Exhibit A *Shift Differential*.

(2) Night Differential shall be paid the evening differential rates by job classification for hours worked between 11:00 p.m. and 7:00 a.m. as set forth in Exhibit A *Shift Differential*.

#### 6.11 No Pyramiding

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime. Pyramiding of Holiday (or premium pay) on top of overtime pay for the same hours worked will not be allowed.

#### 6.12 Meetings and Reporting Pay

(a) Meeting Pay: Any employee requested to come to work for in-service, departmental meeting, committee meetings, or any meeting related to Hospital business, shall receive a minimum of two (2) hours of reporting pay. This pay shall be used in computing weekly overtime payment when

applicable. If employee arrives late or leaves early from the meeting, employee will only be paid actual time. If employee arrives on time and stays for full meeting, employee will be paid a minimum of two (2) hours. Projects, chart review or other departmental projects can be added to the departmental meeting. These projects may be deemed non-required, however, if the employee chooses not to stay, then they will be compensated for time attended only.

(b) Reporting/Show Up Pay:

- (1) If an employee reports to work on a scheduled workday but is not put to work or is furnished with less than half their usual or scheduled day's work, they must be paid for the greater of one half (1/2) their usual or scheduled day's work (up to four (4) hours).
- (2) If an employee reports to work a second (2<sup>nd</sup>) time in a scheduled workday and is furnished less than two (2) hours of work, they must be paid for two (2) hours at their regular rate.
- (3) Exceptions to the reporting-time pay requirements apply when an employer's inability or failure to provide an employee or employees with their scheduled amount of work results from specific causes beyond the employer's control, such as (a) an inability of its operations to commence or continue because of threats to employees or to property, or because of the recommendation of civil authorities; (b) a failure of the sewer system or of public utilities to supply electricity, water, or gas; (c) an interruption of work caused by an act of God or other cause outside of the employer's control; (d) instances where an employee makes a request to leave work early for personal reasons; or (e) where an employee reports to work unfit.

ARTICLE 7: CANCELLATION OF SHIFTS

7.1 Shifts Subject To Cancellation

Employees shall be subject to cancellation of shifts whenever necessary as determined by the Hospital. The parties agree that in a situation where a longer-term reduction in the work force is required, a layoff, as opposed to cancellation, will be utilized as the reduction in the work force mechanism. For the purpose of this Section, "long-term" means a period of two (2) weeks or more. In lieu of canceling a shift, the Hospital may offer employees subject to cancellation, the opportunity to work part or all of the canceled shift in another department.

7.2 Order Of Cancellations

(a) Cancellations will be rotated equitably within the job classification to be canceled, and within the pertinent departments. Except in emergency situations, employees working in different departments will not be subject to rotation for purposes of shift cancellation. For purposes of this provision, a department is defined as a unit, which has its own general ledger. The Department Director, or in their absence, the House Supervisor, will take into account patient safety and the appropriate staffing mix in determining whose shift will be cancelled.

(b) Cancellation will proceed on a rotation basis. Whereas each work category has its own call off rotation list (i.e., RN with RN, LVN with LVN, Cook with Cook). Order of cancellations within each work category shall be as follows:

- (1) Employee who volunteers for cancellation;
- (2) Temporary Agency Worker will be cancelled up to the maximum amount allowed by the contract with the individual Temporary Agency (this includes travelers);
- (3) Temporary employees; and then
- (4) Rotation lists as relevant to each work category.

### 7.3 Volunteers For Cancellation

Employees who volunteer for cancellation shall affirm by written documentation in advance that they are requesting first cancel.

### 7.4 Cross Train In Lieu Of Shift Cancellation

Hospital management agrees to make every effort to cross train employees in order to provide an increase in job stability. Employees who are temporarily performing duties different from their regular duties pursuant to cross training or in lieu of shift cancellation, shall be paid at their regular base hourly rate for all work performed. If employee has been performing the temporary duties for ninety (90) days, the employee will be given the opportunity to accept the new position at their current base hourly rate or the position's minimum hourly rate, whichever is higher (as long as the hourly rate does not exceed the maximum hourly rate for the job classification). Probation shall be considered served.

## ARTICLE 8. PAY AND ALLOWANCES

### 8.1 Salaries

The Salary Scale for each job classifications and the percentage increase for each job classification are set forth in Exhibit A (Payroll Wage Grades) for the term of this Memorandum.

## 8.2 Placement On Salary Schedule

(a) All persons hired by the Hospital will receive no less than the rate of pay for their particular job classification at the lowest end of a salary scale and no greater rate of pay for the particular job classification than the highest rate of pay for the salary scale.

(b) A demoted employee will receive at least the minimum of the pay in the salary scale to which the employee is demoted. Placement above the minimum scale shall be at the discretion of the Hospital.

(c) Any part-time or full-time employee who is transferred by the Hospital from one job to another within the same salary scale will remain at the salary step the employee was receiving prior to the transfer. An employee who is promoted or reclassified to a position in a higher salary scale shall be placed at the lowest salary scale within that job classification which reflects an increase from the previous salary, unless the parties agree otherwise.

(d) If an employee who has been laid off, displaced or voluntarily demoted in lieu of layoff, returns to the position formerly held within two (2) years of the date of the layoff or related action, that employee will be restored to the salary scale held at the time of the layoff or related action and will be considered for a merit increase within the same period of time he or she would have been so considered absent the layoff or related action.

## 8.3 Salary Upon Temporary Promotion

Any employee who temporarily fills a higher classification will receive a ten percent (10%) premium of the employee's base hourly rate while performing the duties of the higher classification, but only if the employee serves continuously in the higher classification for more than fifteen (15) days of work and only after such fifteen (15) days of work have been completed. Any employee who does complete such fifteen (15) day period will receive the ten percent (10%) premium retroactively to the first (1<sup>st</sup>) day worked in the higher classification. Each subsequent reassignment to the higher classification within a twenty-four (24) month period will entitle the employee to the ten percent (10%) premium after three (3) consecutive days worked, retroactive to the first day worked. This provision does not apply to employees assigned charge nurse duties. See Article 8.4.

## 8.4 RN Nursing Supervisors

The Hospital will pay a \$3.00 differential to selected RNs who fill in as a RN Nursing Supervisor on an irregular basis. These RNs must be approved by the Patient Care Executive and

complete the Nursing Supervisor's orientation module. The Hospital will pay a \$1.50 differential to selected RNs who fill in as a Lead position on an irregular basis.

#### 8.5 Bilingual Pay (Not applicable to new hires after October 1, 2012)

When a department head designates a position within a work unit which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, such employee in the designated position shall first demonstrate a language proficiency of job related terminology. Thereafter, the employee shall be entitled to the payment of \$1.00 per hour of bilingual pay differential. As of October 1, 2012, the \$1.00 per hour for bilingual pay differential is discontinued. Those currently receiving the \$1.00 differential shall continue.

#### 8.6 Retirement Plan

(a) The Hospital agrees to offer the Adventist Health Retirement Plan (AHRP) for employees who meet eligibility. See retirement plan document for more detailed information.

(b) The Hospital matching contributions to employees' AHRP retirement accounts (50% of the first 4% contributed from each paycheck) will be on per pay period basis beginning approximately September 2019. Per pay period match calculations will be performed by the Hospital's retirement plan administrator and will be calculated and funded approximately a week following the employee's pay date.

(c) True-up calculations for the matching contributions will be performed following year end.

(d) Per pay period match calculations will be performed by the Hospital's retirement plan recordkeeper and will be calculated and funded approximately a week following the employee's pay date.

(e) Basic contributions (3% automatic contribution) will remain on an annual basis and will be calculated and funded following the end of each year.

#### 8.7 Certification Bonuses

(a) MICN: In lieu of a certification bonus, MICNs working in the Emergency Department will receive one dollar (\$1.00) per hour for each hour worked. As of October 1, 2012, the \$1.00 per hour for each hour worked for MICN certification discontinued. Those currently receiving the additional \$1.00 per hour worked shall continue.

(b) Employee Certification Pay Practices



(1) Two thousand two hundred dollars (\$2,200.00) per year Certification Bonus, payable one thousand one hundred dollars (\$1,100.00) in December (Christmas) and one thousand one hundred dollars (\$1,100.00) in May (Nurses' Week). Any part-time or full-time employee who receives a renewable certification related to their job classification may submit a request to the Director of Human Resources to be reviewed by Grievance Review Committee for approval. The part-time employee shall receive half (1/2) payment of the bonus and full-time employee shall receive full payment of the bonus.

(2) Bonuses will be paid for current renewable certifications to include the following: CCRN; CNOR; CEN; PANAC; AAOPU; RNCs, PICC, Wound Care, ACOG, ANA or other certifications approved by the Administrative Council. Certification bonuses will be paid to Imaging employees for two (2) beyond those that are required by their job description or more of the following; ARRT; CRT; CT SCAN; MAMMO; NUC MED; RDMS. The nurse/employee must be working in the area of specialization to receive the bonus. Must be in a full-time or part-time position. Certification must be for a certification not required by job description. Bonuses will not be paid for certification for completion of courses: Basic Life Support (BLS), TNCC, ENPC, and Advance Cardiac Life Support (ACLS).

#### 8.8 All positions:

Upon the first full pay period after ratification, employees will receive a 9% increase that corresponds to their job classification as set forth in Exhibit A to their then current base rate of pay retroactive to the first (1<sup>st</sup>) full pay period in July of 2023. On the first full pay period in April of 2024, employees will receive a 3% increase that corresponds to their job classification as set forth in Exhibit A to their then current base rate of pay. On the first full pay period in February of 2025, employees will receive a 3% increase that corresponds to their job classification as set forth in Exhibit A to their then current base rate of pay.

#### 8.9 Sign-On Bonus

The Hospital has the sole discretion to offer sign-on bonuses to new employees, as the Hospital determines might be necessary for recruitment and retention. Such bonuses may be offered on a case-by-case basis depending on the position to be filled and may be discontinued at any time.

## ARTICLE 9: EXPENSES AND MATERIALS

### 9.1 Tools, Equipment, and Uniforms

(a) Except as provided in Section (b) below, the Hospital agrees to provide tools, equipment and supplies reasonably necessary for employees' performance of employment duties.

(b) Where the Hospital requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated by it in writing, the Hospital agrees to reimburse employees for loss or theft of such tools, based on the levels as provided by federal and state law.

(1) Where the Hospital requires an employee to use the employee's home phone (any phone that the billing statement is paid by the employee) to perform Hospital business, the Hospital agrees to reimburse the employee the toll charge only upon an itemized copy of the phone statement.

#### (c) Personal Property Reimbursement:

(1) The Hospital, based on the levels as provided by federal and state law, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the employee when such items are damaged in the line of duty. If the items are damaged beyond repair, the value of such items may be paid. The value of such items shall be determined as of the time of the damage.

(d) The Hospital will compensate all work-related mileage at the current IRS rate.

#### (e) The Hospital will provide uniforms as follows:

(1) Employees working in a rural health clinic will receive five (5) sets of scrubs at hire and one (1) sets of scrubs every six (6) months thereafter.

(2) Employees working in Environment of Care and Surgery departments will receive loaned scrubs through the Hospital's linen supplier.

(3) Employees working in Nutritional Services will receive five (5) sets of Chef coats at hire and replacements as needed.

### 9.2 Continuing Education

(a) The Hospital will make a good faith effort to provide in-house CEU's for professional personnel (Nursing, Lab, Imaging, etc.) free of charge. BLS will be provided free of charge to all Hospital staff. For job-required classes, CEU's or certifications not available at Hospital, the

Hospital will pay for training at outside facilities for full-time and part-time employees. Expenses incurred while attending class (i.e., travel, meals, lodging) and applicable hourly wage rate will be paid by the Hospital. Employees will be responsible for purchasing their own texts. Hospital will offer a tuition reimbursement program for RN-BSN or BSN-MSN for full-time RN's and for LVN-RN for full-time LVN's at a maximum of two thousand five hundred dollars (\$2,500.00) per year considered by application for tuition reimbursement to the Education Committee. The amount of tuition will be amortized over a twelve (12) month period. Employees must receive passing grade, and reimbursement will be paid after completion of course.

(b) A twelve (12) month service contract will be signed after submission of first set of passing grades. If second set is submitted during that first year - a second twelve (12) month period service contract will begin from the date of second (2<sup>nd</sup>) submission; and so forth until education is complete. If the employee terminates their employment with Hospital, the employee must pay back un-amortized moneys. If the employee is laid off, then the employee will continue to receive the amortized moneys. Any employee who receives a bachelor or master's degree related to their classification may submit a request to his / her manager to be reviewed by administration for consideration for reimbursement of all yearly tuition up to the stated maximum.

## ARTICLE 10: HEALTH AND WELFARE

### 10.1 Health/Dental/Vision Benefit

(a) The Hospital will provide to full-time and part-time benefited employees individual health, dental and vision coverage.

(b) Coverage for eligible full-time and part-time employees commences the first (1<sup>st</sup>) of the month following their date of hire. Per Diem employees otherwise ineligible for health and welfare benefits, who change their status to full-time or part-time will be eligible for benefits consistent with Article 10.

(c) A quarterly review will be made to verify eligibility.

(d) The Hospital will pay the premium for health coverage for the first three (3) months after an employee commences a leave of absence, including workers' compensation, at the same rate of contribution the employee currently pays. Thereafter, an eligible employee on leave has the option to remain covered by the group health plan by paying their own contribution on a monthly basis.

### 10.2 Disability Insurance

(a) The Hospital agrees to maintain its existing California Disability Insurance Program. Any replacement program shall be mutually agreed upon.

(b) An employee who is off work due to an industrial injury covered by California State Workers' Compensation and/or State Disability Insurance, or is off work with a non-work related injury or illness covered by State Disability Insurance, may use their PTO / EIT to supplement funds paid by Workers' Compensation and/or State Disability Insurance up to the level of the employee's base wage or salary.

### 10.3 Malpractice/Liability Insurance

All employees of the Hospital will be covered by malpractice and/or by public liability insurance for their activities falling within the scope of their employment.

(a) The Director of Human Resources will maintain a copy of the Hospital's insurance coverage within her / his office.

### 10.4 Indemnification

The Hospital recognizes its obligation to defend and indemnify its employees to the levels as provided in state and federal law.

### 10.5 Longevity Bonus Plan

(a) For employees hired on or before January 1, 2005, after five (5) years of employment as a regular full-time or regular part-time employee without a break in service, are entitled to a bonus of one percent (1%) of their base hourly rate multiplied by the regular hours paid during the last preceding year (commencing with hours worked during the fifth (5<sup>th</sup>) year), to a maximum of two thousand eighty (2,080) hours. The bonus will be paid in January following the employee's annual evaluation date. Approved leaves of absence will not constitute a break in service. However, employees shall not accrue time for purposes of calculating years of continuous employment while on unpaid leaves of absence.

(b) The one percent (1%) will increase by an additional one percent (1%) for each year of service or fraction thereof as a regular full-time or regular part-time employee after the fifth (5<sup>th</sup>) year, to a maximum of ten percent (10%) at the employee's fifteenth (15<sup>th</sup>) evaluation date. The employee may elect to take the bonus as salary or deposit the money into a Hospital-sponsored Deferred Compensation Plan (if approved).

(c) The bonus plan is not available for exempt personnel. Employment time spent as an exempt employee will not be counted as time accrued toward bonus.

ARTICLE 11:        HOLIDAYS

11.1 Hospital Recognized Holidays:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

11.2 Eligibility For Holidays

(a) All employees will be paid premium pay, which is time-and-one-half (1½) at the employee's base rate of pay for working on a Holiday.

(b) A Holiday worked shall be paid at the Hospital premium pay. Example: Monday is a Holiday; the employee is scheduled to work that Monday through Friday as their normal scheduling. The employee shall receive the Holiday premium pay for Monday. At the request of the employee's manager, the employee is asked to work an extra day (i.e., Saturday), that employee will receive overtime pay for those hours of overtime worked. Based on the above example, a scheduled Holiday worked shall be included as part of the hours worked for the calculation of overtime pay.

11.3 Observation Of Weekend Holiday

(a) 24/7 Patient Care Departments: Holidays are observed on the day of the Holiday in departments directly employed with 24/7 patient care.

(b) Nonpatient and Non-24/7 Patient Care Departments: Unless emergency measures are necessary, all departments not directly employed with 24/7 patient care are closed on the Hospital recognized Holiday. If the Holiday falls on a weekend, departments not open on the weekends (only open Monday through Friday) observe as follows: If the Holiday falls on Saturday, the Holiday will be observed the preceding Friday. If Holiday falls on a Sunday, Holiday will be observed the following Monday.

11.4 Premium Pay for Recognized Holidays

Any employee who works a minimum of one (1) hour during a Holiday twenty-four (24) hour period (00:00 to 23:59) will be paid at the premium rate for hours worked during said period.

11.5 Holiday Scheduling

Every effort shall be made to arrange Holiday schedules so that each employee will take as many Holidays as possible. Employees may be required to work a major Holiday (Christmas, Thanksgiving, New Year’s) on a rotational basis assigned by the Department Director.

**ARTICLE 12: PAID TIME OFF PROGRAM**

12.1 Paid Time Off Accrual

(a) Time off with pay for vacation, Holidays, and sickness is called Paid Time Off (PTO). PTO has two parts: The PTO plan and the Extended Illness Time (EIT) (See Article 13). Employees will begin accruing PTO and EIT upon first day of work. During introductory period employee is allowed to use PTO for Hospital recognized Holidays (Article 11.1). Departmental managers shall monitor employees with negative PTO balances.

12.2 PTO Usage:

(a) PTO hours can be used to give employees vacation, Holidays, and/or pay for short-term illness. For all full-time and part-time employees who have started on the PTO program, benefit hours are earned on regular hours worked and/or benefit hours paid. For every regular hour worked and/or benefit hour paid, a part of a Paid Time Off hour is earned. Employees working less than forty (40) hours per week earn a prorated percentage.

(b) Paid Time Off Accrual rates: Full-time status

<b>Years of Service</b>	<b>Accrual Rate</b>
Less than 3.99 years of service	8.2 hours / pay period
4th through 8.99 years of service	9.52 hours / pay period
9th through 14.99 years of service	11.12 hours / pay period
15 years of service and over	11.7 hours / pay period

\*As of October 1, 2012, 15 years of service accrual rate is discontinued. Those currently receiving the accrual rate will continue to do so.

(c) Full-time employees are encouraged to take a two (2) week vacation each year. Plans for extended vacations need approval from the department head. PTO must be used before a

department head may grant days off without pay. If employee has 160 hours of PTO, they may take up to twenty-four (24) hours of time off in a calendar year without using PTO. (Exception: Hours within a single day, partial day missed by the employee, or days off when requested by the department head for the benefit of the department). Terminated employees are paid at their current base wage rate for accumulated PTO hours due.

### 12.3 Vacation Schedules

(a) It is the policy of the Hospital to encourage employees to take vacation.

(b) Vacation schedules shall be arranged by department heads or managers according to the needs of the department and with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in a year as accrues to the employee in that year.

(1) Employees must submit requests for vacation to their department head or manager with as much advance notice as possible. If a vacation request is submitted at least four (4) weeks in advance, the employee's department head or manager will respond to the request in writing within seven (7) calendar days. It is not the employee's responsibility to find/schedule vacation coverage. Vacation, once approved, shall not be revoked except as stated Section 12.3(c) below.

(2) Vacations will be scheduled on a first-come, first-served basis.

(3) Every reasonable effort will be made to honor requests made three (3) months or more in advance for vacation time greater than two (2) weeks. Employees should rotate Holiday schedules to ensure all employees are able to take at least one (1) Holiday off per year regardless of seniority.

(c) The Hospital reserves the right to cancel a scheduled vacation in emergency situations. If a scheduled vacation is canceled by the Hospital and the cancellation results in out of pocket expenses to the employee (i.e., a forfeiture of a travel deposit), the Hospital will reimburse all documented out of pocket expenditures upon submission by the employee of complete documentation recording the loss.

### 12.4 Vacation Payments Upon Termination

Employees will be paid at their base hourly rate for all accrued PTO hours at the time of termination, resignation, or layoff.

### 12.5 Cash-Out

As of the first pay period in December, employees can cash out PTO per the following:

- a) Employees who have one hundred or more (100+) hours of PTO may cash out up to (40) hours annually.
- b) Employees who have two hundred or more (200+) hours of PTO may cash out up to eighty (80) hours annually.

ARTICLE 13: LEAVES OF ABSENCE

13.1 Extended Illness Time (EIT)

(a) Benefitted full-time employees will begin to accrue two point two (2.2) hours of EIT on the first day worked for eligible benefitted employees. Part-time employees earn a prorated percentage. EIT cannot be cashed out on termination or during term of employment.

(1) Personal sick time shall be defined as a non-work related extended leave longer than three (3) days, but less than seven (7) days, for the employee to convalesce and/or to care for a sick/injured member of the employee's immediate family (child (biological, adopted or foster, stepchild, legal ward, adult dependent child, or in loco parentis), spouse, parent (biological, adoptive or foster, stepparent or legal guardian, parent-in-law, registered domestic partner, grandparent or grandchild). This is a once every twelve (12) months benefit.

(b) An employee off work due to non-work-related sickness or injury shall use PTO, if available for the first three (3) scheduled workdays of absence and EIT hours starting with the fourth (4th) day of absence and thereafter.

(1) An employee who has been out on EIT returns to work and, within one (1) month of returning to work, has a relapse that causes an additional absence, may use EIT on the first (1<sup>st</sup>) day of the subsequent absence. An employee, who has been out on EIT, returns to work and within six (6) months must miss work again because of continuing treatment associated with the cause of the previous absence, may use EIT on the first day of the subsequent absence.

(2) If the employee has at least 300 hours in their EIT bank, they will have immediate access to their EIT bank for their own sickness or injury. Once the employee is using EIT, access to the bank will continue throughout the illness or injury regardless of the account balance. However, if the bank falls below 300 hours, immediate access will be denied for subsequent illness or disability until the balance again reaches 300 hours.

(3) In states with a State Disability Insurance program (S.D.I.), paid leave and EIT will supplement the S.D.I. benefits to the employee's base rate net pay. The beginning date for the use



of EIT is not affected by Hospitalization. However, if the employee is off work due to a work-related injury or illness, which qualifies them for worker's compensation (accepted claims, not filed claims), they will be able to use their EIT as of the start of their absence due to the work-related injury or illness. The employee will need an approved healthcare provider to certify the nature of their disability to qualify for the use of their EIT and, when they have recovered, to clear them to return to work.

### 13.2 Bereavement Leave

A full-time or regular part-time employee may be granted up to five (5) days of leave with pay, in the event of death of spouse, child, parent, brother, sister, grandparent, foster parent, step-parent, step-child, father and mother-in-law, son and daughter-in-law, grandchild, legal guardian or domestic partner. For part-time employees' maximum pay is the employee's normal hours worked per week.

### 13.3 Jury Duty

(a) It is the policy of the Hospital that Hospital employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Employee may be required to obtain proof of jury duty service from the jury commissioner to submit to their department director or supervisor. Any employee summoned for jury duty shall be entitled to ten (10) days a year. For part-time employees, the maximum pay is the employee's normal hours worked per week.

(b) It is understood that jury duty is a shift off from work. Management will not request the employee to work a different shift to make up the hours missed while serving.

#### (1) Trial Summons

The Hospital shall, on any Hospital related summons / subpoena; provide appropriate time off with pay, (a maximum of 8 hours/day), mileage at IRS rate, room, and meal(s) paid at the Per Diem rate (per Hospital policy) for any summons if travel is greater than 75 miles, less any court and / or attorney fees paid. The employee shall inform immediately their manager / supervisor of the subpoena with as much advance notice as provided by the courts.

(c) If an employee works an evening shift and is called for jury duty they shall be given that night off on the day they served.

(d) If an employee works a night shift and is called for jury duty, they shall be given the choice of the night before the day they serve off or the night of the day they serve.

(e) Once summons for jury duty, the employee shall have the day(s) off no matter the outcome of the court proceedings for that day(s).

#### 13.4 No Break In Service

Approved leave of absences will not be considered as a break in service.

#### 13.5 Time Off For Voting

If an employee who is a registered voter does not have sufficient time outside the employee's working hours within which to vote at any statewide general or primary election, the employee shall be granted, with the prior approval of the Hospital, up to two (2) hours of paid time to enable the employee to vote.

#### 13.6 Leave of Absence

##### (a) General Provisions:

(1) The Administrator or his designee may grant a leave of absence at the request of the employee, to full-time employees for educational purposes, or for other reasons, for periods not exceed four (4) months in a rolling twelve (12)-month period. The maximum time allowed for an employee to be off for a leave of absence in a rolling twelve (12)-month period of time will be determined on a case by case basis. An exception is a leave due to pregnancy, which leave is four (4) months for Pregnancy Disability Leave (PDL) and three (3) months California Family Rights Act (CFRA) leave.

(2) Requests for a leave of absence for periods in excess of four (4) months shall be submitted to the Administrator or his designee for approval or disapproval.

(b) Requests for a leave of absence for disabilities which are found by the State Compensation Fund or the Industrial Accident Commission to be incurred as a result of Hospital employment shall be approved by the Administrator or his designee for the period following the expiration of paid sick leave and vacation until discontinuation of disability compensation payments or until the individual has been found to be permanently disabled.

(c) Requests for a leave of absence for military service shall be approved by the Administrator or his designee in accordance with applicable law.

(d) Upon return from a leave of absence, every reasonable effort will be made to return employees to their former position on the same shift. If this is not possible and all reasonable efforts have been made, the position offered may be on another shift and/or in another area. Should employee reject such an offer upon return from leave, this rejection terminates the leave of absence and will result in employee's termination of employment. There is no guarantee that a job will exist upon employee's return.

### 13.7 Family Medical Leave

Refer to current Adventist Health Employee Handbook regarding leaves under the Family Medical Leave Act (FMLA) and CFRA. To the extent the Adventist Health Employee Handbook conflicts with provisions of the Memorandum, the Memorandum will control.

## ARTICLE 14: SAFETY

14.1 The Hospital is concerned with employees' safety and the availability of safe working places and conditions for its employees. The Hospital will endeavor throughout the term of this Memorandum to provide and maintain a safe place of employment for its employees. On behalf of its membership, the Association agrees that it is the duty of all employees in the course of performing their regularly assigned duties to be alert to all unsafe places, equipment and conditions, and to report any such unsafe practices or conditions to their manager and/or department head.

14.2 Employees are required to comply with the Infection Control Standard Precautions at all times while performing their duties or while on Hospital premises. Failure to comply with these precautions may result in discipline up to and including discharge, even for a first violation. Training and education concerning the Standard Precautions will be provided to Hospital personnel as part of on-going in-service training.

## ARTICLE 15: JOB DESCRIPTIONS AND POSTING OF JOB VACANCIES

15.1 Any unrelated duties will not be added to existing job descriptions and that job descriptions will not be changed without meet and confer obligations being met by the Association and Employer. Any new duties added must be within the scope of the employees' job description. Association representatives will be afforded the opportunity to consult regarding job descriptions prepared by the Hospital prior to their finalization and when changes are made in their content. The Hospital retains the ability to make the final determination concerning the description of job responsibilities.

15.2 All vacant positions will be posted on internal job boards. External candidates will not be considered until the job posting has been up for a minimum of five (5) days. Clinical positions that are difficult to fill and skill set is not currently within Hospital will be posted for at least three (3) business days prior to considering external candidates.

ARTICLE 16: LAYOFF AND RECALL

16.1 Procedure

Employees shall be subject to layoff whenever the Hospital deems necessary because of lack of work or other good faith reasons. Good faith reasons would include reasons such as lack of work, lack of funds, and requires the Hospital to use consistent criteria for layoff selection(s).

16.2 Order Of Layoff And Recall

(a) In case of a reduction in staff or subsequent recall among employees in a particular job classification, after requesting a voluntary reduction of hours, the Hospital shall lay off in reverse order of seniority, with the most junior employees in the following categories:

(1) Temporary

(2) Per Diem

(3) Regular full-time and part-time. Provided the remaining employees have the knowledge, skill and ability, as determined by the Hospital.

(i) Example; if a full-time employee is a junior to a regular part-time employee, with equal qualifications, the full-time employee will be laid off first and the part-time employee may be required to work full-time. If not, the part-time employee will be laid off first.

(b) Persons on layoff will be recalled in order of seniority, with the most senior persons on layoff the first persons to be called back from the layoff. That recall is contingent upon the recalled employees having the knowledge, skill and ability to perform the work.

(c) In order to be considered for recall, employees on layoff must inform the Hospital in writing of any change in address or telephone number. During the twelfth (12th) consecutive month of layoff, employees who still wish to be considered for recall must so notify the Hospital in writing. Employees who fail to provide this written notice to the Hospital shall not be considered for recall. Only employees on layoff for twenty-four (24) months or less are eligible for recall. An employee offered such return to work must accept the offer within five (5) working days of the day it is received and be available to return to work within two (2) weeks of that date.

(d) For purposes of this section, seniority will be based upon the number of straight-time hours that the individual has worked as an employee covered by this or a predecessor Memorandum from his or her date of employment (or most recent date of employment in the case of re-hire) without a break in service. Overtime, standby and non-work time (i.e., paid or unpaid leave of absence) shall not be considered for purposes of determining seniority. Effective July 1, 1991, for

purposes of this Article, vacation, sick and Holiday shall not be considered non-work time. This change in the definition of seniority shall not be applied retroactively.

(e) No layoffs or reduction in work hours will result for Association members while Temporary Agency, Traveling Nurses, or Temporary Employees of the Hospital are working in the classifications represented by the Association.

(f) To provide greater job security to its workforce, the Hospital agrees to provide as much prior notification as possible to the RCHEA Board, of any employee being laid off or separated from employment by a managerial decision to contract out work performed by Association members.

### 16.3 Temporary Employees

It is the intention of the Hospital to offer available work shifts to Association members in the specific job classification before offering the work to temporary employees. This shall also apply in situations where layoff due to lack of work or other good faith reasons is contemplated, or where an employee in that classification has been laid off. This provision shall not affect the exercise of any management right.

### 16.4 Displacement

An employee who is laid off and who:

- 1) has previously held a position in a lateral or lower job classification, or
- 2) has been certified by the Hospital through cross training to perform a position in a

lateral or lower job classification may elect to displace a junior employee holding that position if the junior employee has less seniority with the Hospital. The employee who is displaced shall be laid off and replaced by the senior employee. Upon displacing a junior employee, the senior employee shall be paid their current rate of pay, if it is higher, until the point in time their current position is eliminated. At that point, the senior employee's rate of pay will revert to the same pay grade as the displaced employee but at the senior employee's former step. If a position becomes available between notification and the actual closure or move, and an employee who is being laid off declines to accept the position, the employee will lose the ability to displace a junior employee.

### 16.5 Restoration

Any employee who has been laid off or any employee who has taken a lower position as a result of the displacement and who attained permanent status with the Hospital prior to the time of the layoff or displacement, may be restored to the position from which the employee was laid off, provided that position becomes available.

## 16.6 Health Plan During Period of Layoff

Within 31 days of an employee's layoff date, a laid off employee will be given the opportunity to make payments to continue health and welfare coverage consistent with the provisions of the Hospital's Continuing Coverage plan and such coverage can be continued for up to six additional months.

## 16.7 Lay Off Notification

(a) The Hospital Governing Board shall make every effort to provide to RCHEA Board at least a thirty (30) day notice of intended lay off of any Association employee.

(b) Unless California and/or Federal Workers' Adjustment Retraining Notification (WARN) act applies, employees shall receive a fourteen (14) day notice of lay off.

(1) Or, in lieu of notification, a severance pay of two (2) weeks (10 days), at the employee's base rate, PTO accrual, applicable shift differential, and applicable in lieu of benefits; at the Hospital's discretion.

## ARTICLE 17: EXTRA SHIFT BONUS

17.1 A Registered Nurse, Respiratory Therapist, Clinical Laboratory Scientist, or Imaging Techs (all modalities) who picks up a shift will be compensated \$300 per twelve (12) hour shift. Certified Nursing Assistant; ED Technician; Cardiac Monitor Technician; and Phlebotomists (inpatient only); will be compensated \$200 per twelve (12) hour shift. Partial shifts will receive a prorated bonus. Extra shift bonus is paid only after Employee works their entire regularly scheduled shifts and is in addition to any applicable compensation. Partial shifts will receive a prorated bonus. Extra shift bonus is paid only after Employee works their entire regularly scheduled shifts and is in addition to any applicable compensation.

## ARTICLE 18: DRUG AND ALCOHOL POLICY

### 18.1 Purpose

Drug use may adversely affect the quality of care provided to our patients, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to or loss of equipment and property. Accordingly, the Hospital has established the following testing policies and procedures in order to provide the highest quality of patient care, to maintain a safe and efficient work environment, and to provide rehabilitation assistance to appropriate employees.

## 18.2 Definitions

(a) "Drug" means any substance (including alcohol) that has known mind or function altering effects, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by state or federal controlled substance laws.

(b) "Alcohol" means beer, wine, and all forms of distilled liquor containing ethyl alcohol.

(c) "Possess" means to have on one's person, or in one's personal effects or under one's control.

(d) "Under the influence" or "impaired" means that an employee is affected by a drug. A determination of influence or impairment shall be made by a supervisor or manager and shall be based on specific, objective facts, observation and information.

(e) "Employee" means employees on Hospital payroll and all contract people who normally report to work at one of the Hospital campuses or work sites. (i.e., clinics, out-patient draw stations, cardiopulmonary, etc.)

(f) "Dispute" means any controversy, dispute or claim that gives rise to disciplinary action arising out of or relating to this employee drug-free policy.

## 18.3 Prohibited Use and Possession

(a) The unlawful manufacture, distribution, dispensing, possession, or use of a drug is prohibited while performing services for the Hospital or while on Hospital property (including parking lots and vehicles).

(b) No employee may report for work or remain on duty while under the influence of or impaired by any drug.

(c) The use of prescribed or over-the-counter drugs, or possession incident to such use, is not prohibited if:

(1) The drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured; and

(2) The drug is being used at the dosage prescribed or authorized; and

(3) The use of the drug is not inconsistent with the safe and efficient performance of the employee's duties, including the safety of others.

#### 18.4 Coverage, Consent and Testing Of Employees

(a) All Hospital employees shall be covered by this policy. All employees shall upon request, at the time of alleged use, may be required to sign the authorization and consent forms.

(b) Any employee who refuses to cooperate in any aspect of the drug testing process described in this policy shall be terminated, including the safety of others.

(c) Any RN who tests positive for the presence of drugs, other than described in 18.3(c) above, shall be reported to the Board of Registered Nurses and referred to counseling and rehabilitation services through the Board of Registered Nurses. The Board of Registered Nurses will follow the employee's progress in the rehabilitation program and periodically report back to Human Resources regarding the employee's progress.

(d) Any licensed employee who tests positive or confesses will be reported to the appropriate licensing board. Any employee (other than RNs) who tests positive for the presence of drugs may be referred to counseling and rehabilitation services through the Human Resources. The Human Resources representative will follow the employee's progress in the rehabilitation program and periodically report on the employee's progress. Time off to attend a rehabilitation program will follow normal PTO (Paid Time Off) and ESL (Extended Sick Leave) procedures as out lined in Articles 12 and 13.

(1) A refusal by the employee to participate in counseling and/or rehabilitation services will result in termination of employment.

(2) An individual contract for re-entry to the workplace following a positive test will be written at the time of re-entry. The employee shall be placed on probation for thirty-six (36) months and be subject to periodic random testing.

(3) A refusal by the employee to consent to re-testing or a positive test during this period shall result in immediate dismissal. For employees returning from an alcohol rehabilitation program, random testing will be required only where job-related and consistent with business necessity, based on an individualized assessment and consistent with applicable law.

(e) All employees shall be subject to testing for the presence of drugs when an employee's supervisor has a reasonable suspicion that the employee is under the influence of or impaired by drugs. Grounds for such testing include but are not limited to:

(1) Observed use or possession of substance thought to be drugs.



(2) Reports from one or more sources considered reliable, confirmed by the employee's supervisor, see Article 18, Sections 18.2 (d) and 18.4 (e), which allege that the employee has impaired function and/or the presence of drugs in his or her body.

(3) Indicators of impaired fitness for duty such as slurred speech, odor of alcohol, disorientation, lack of motor control, unsteady gait, unsafe actions or erratic behavior.

(f) If a supervisor concludes that testing of an employee is appropriate, the supervisor shall request a second supervisory person to evaluate the employee in question and render an opinion. At such times that a single supervisor is present (evening, night, and weekend shift), the supervisor must either call in a second supervisor (preferred immediate employee's supervisor) and / or request verification by the Emergency Physician on duty. If both agree that the employee appears to be impaired, the employee's supervisor will advise the Employee Health Nurse or designee of this conclusion and request that the test be performed. If the Employee Health Nurse (or designee) is not available to coordinate the test, a laboratory person (with appropriate in-servicing and training on the policies and procedures of the testing lab's collection methods) will coordinate the test. Supervisors will document the observations or reports that stimulated reasonable suspicions. Referral for such testing is not to be construed as an accusation that an employee is under the influence of drugs. Rather, it is a responsible management action taken for the protection of the Hospital and the employee.

#### 18.5 Specimen Collection Procedures

(a) The individual to be tested shall read and sign the receipt, Chain Of Custody (COC), and consent form(s) for alcohol and drug testing and authorization for use or disclosure of medical information form. The employee shall retain a carbon copy of each form signed.

(b) The site for specimen collection will have all necessary personnel, materials, equipment and facilities to provide for collection, security, temporary storage and transportation to the lab.

(c) The collection site will be secure enough to prevent unauthorized access that could compromise the integrity of the collection process or the specimen.

(d) The procedure for collecting urine specimens will allow individual privacy while the specimen is collected. The specimen container shall be sealed and labeled immediately within view of the individual being tested.

(1) The label shall contain a unique identifying code number (i.e.: Julian date of the day the specimen was collected and the Julian date of the individual's birthday - example: collected on 6-25 [178] and birthday of 1-10 [010], gives: 178010)

(i) All paper forms that leave the collection site shall only bear the unique identifying code number

(ii) The consent form that has the employee's name and their code number is sent to employee health.

(2) That individual shall acknowledge the identification label and sign a statement on the drug testing custody and control form certifying that the specimen identified as having been collected from him or her is, in fact, the specimen she/he provided.

(e) The collection site person shall send the collected specimen and the drug testing and control form(s) to the Hospital's lab. Where it will be sent to the reference lab according to the COC protocol.

(f) Once collection and paperwork has been completed, the employee shall be sent home, for the remainder of their shift.

(1) The supervisor must make sure that the employee is provided with a safe ride home (via other person take employee home, taxi, etc.)

(i) Any violation witnessed by the supervisor of the employee driving his or her self home shall be reported to the appropriate authorities for possible arrest.

(g) Any additional shifts the employee is scheduled to work, if possible, are to be covered by other employees and the employee shall remain off-duty, with pay, until the results are returned.

(h) The Hospital will pay for any missed work and cost of outside testing if the test results prove negative.

#### 18.6 Testing Laboratory Procedures

(a) The drug test shall be performed by a lab that is qualified to do drug testing.

(1) A qualified lab shall be one certified by two (2) of the following agencies:

(i) Department of Health and Human Services (DHHS), Health Care Financing Administration (HFA), CLIA (Clinical Laboratory Improvement Amendments) Laboratory Certificate of Accreditation.

(ii) Accreditation by Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

(iii) Current State of California, Department of Health Services (DHS), Clinical Laboratory License, and / or current State License of Reference Laboratory.

(iv) Certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

(2) The employee shall be informed of the qualified lab (including name, address, phone number, medical director), that has been approved by the Hospital’s medical staff, administration, and RCHEA.

(3) RCHEA shall be notified within in thirty (30) days of any change of the qualified lab.

(4) Upon the completion of testing the employee shall receive a carbon copy of the COC and result report.

(b) The Enzyme Multiplied Immunoassay Technique (EMIT) and / or Enzyme Immunoassay (EIA) and a blood alcohol screening test shall be used for the initial tests. The following initial cut-off levels shall be used to determine whether the specimen is negative for these six drugs or classes of drugs and two classes of semi-synthetic drugs:

<u>DRUG</u>	<u>INITIAL TEST CUT-OFF LEVELS (ng/ml)</u>					
Marijuana metabolites.	.	.	.	.	.	100
Cocaine metabolites .	.	.	.	.	.	100
Opiate metabolites .	.	.	.	.	.	100
Phencyclidine .	.	.	.	.	.	100
Amphetamines .	.	.	.	.	.	100
Alcohol .	.	.	.	.	.	10 md/dL*

(1) These cut-off levels may be changed upon agreement from both parties of this M.O.U. as advance in technology or other considers warrant identification of these substances at other concentrations.

(c) All specimens identified as positive on the initial test, shall be confirmed by a laboratory agency at the discretion of the Hospital via the Liquid Chromatography/Dual Mass Spectrometry or Gas Chromatography/Mass Spectrometry techniques at the cut-off levels listed below:

<u>DRUG</u>	<u>CONFIRMATORY TEST CUT-OFF LEVELS (ng/ml)</u>					
Marijuana metabolite <sup>1</sup>	.	.	.	.	.	8
Cocaine metabolite <sup>2</sup>	.	.	.	.	.	50
Opiate metabolites	.	.	.	.	.	300
Hydrodocone/Hydromorphone	.	.	.	.	.	100
Oxycodone/Oxymorphone	.	.	.	.	.	50
Morphine	.	.	.	.	.	150
Codeine	.	.	.	.	.	150
Phencyclidine	.	.	.	.	.	12
Amphetamine	.	.	.	.	.	125

(1) These cut-off levels may be changed upon agreement from both parties of this M.O.U. as advance in technology or other considers warrant identification of these substances at other concentrations.

(d) Results are entered into Laboratory Information System (LIS) for review by Medical Review Office (MRO). The report shall contain the word “negative”, for all drugs tested that are negative on the initial testing or negative on the confirmatory test. Positive results will be reported “positive” for the specific drug(s).

(1) Negative test results shall be reported to Employee Health Nurse.

(2) Positive test results shall be reported Employee Health Nurse to forward to the Medical Review Officer (MRO).

(e) All records pertaining to drug testing (including results of positive / negative controls; their manufacture, lot identification, and expiration date) shall be retained by the testing lab for a minimum of two years.

(f) The confirmatory lab shall retain and place in properly secured long-term frozen storage for a minimum of one year all specimens confirmed positive, an aliquot with sufficient quantity

<sup>1</sup> 11 - nor - Delta - 9 Tetrahydrocannabinol - 9 - Carboxylic Acid

<sup>2</sup> Benzoylcegonine

to run those tests in duplicate and following standard COC. Long-term frozen storage ensures that positive urine specimens will be available for any necessary re-test during administrative or disciplinary proceedings. Because some analytes deteriorate or are lost during freezing and/or storage, quantification for re-test is not subject to a specific cut-off requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

#### 18.7 Medical Review Officer

(a) The Medical Review Officer (MRO), a medical physician, either the designated Employee Health Physician (EHP) or one with Hospital privileges, reviews all tests and reports to Employee Health Nurse, who in turn notifies the supervisor. If the results are positive, the Employee Health Nurse will notify Human Resources. The MRO officer shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant bio-medical factors. The MRO shall use the Control Form to communicate conclusions to the Employee Health Nurse. If the physician determines there is a legitimate medical explanation for the positive test result, the physician shall report the test result as negative. Administrative personnel shall receive no information as to the drug that was found in the urine or the concentration of the drug found in the urine.

#### 18.8 Medical Records

(a) All medical records shall be confidential and kept separate from administrative personnel records.

(b) Any employee who is a subject of a drug test conducted under this program, shall upon written request, have access to any records relating to his or her drug test.

#### 18.9 Dispute Resolution

(a) Any controversy, dispute or claim that gives rise to disciplinary action relating to this policy and/or its implementation (including, the drug testing provided for in the policy and actions taken based upon test results or the refusal to test), (hereinafter "dispute"), shall be determined in accordance with the dispute resolution procedures established in this paragraph and the Federal Arbitration Act. Any dispute involving any employee and arising out of or relating to this Employee Drug-Free Policy will be resolved, if possible, by the employee grievance procedure as outlined in the Memorandum.

(b) If a dispute cannot be resolved as identified above, the dispute shall be determined by arbitration in accordance with the arbitration procedure established in this section and the Federal Arbitration Act. All arbitration procedures will occur in the county in which the Hospital is located.

(1) Arbitration procedures must be initiated within sixty (60) calendar days of the event giving rise to the dispute by providing the other party with a written demand to arbitration.

(2) Within twenty-one (21) calendar days of receipt of a written demand to arbitrate, the parties shall select an arbiter to hear the dispute. In the event that the parties are unable to agree upon an arbiter, either party may, within 30 calendar days of the written demand for arbitration, petition the Federal Mediation and Conciliation Service for a strike out list.

(3) The arbiter will hold a hearing at which the parties to the dispute may submit evidence, including examining witnesses. The arbiter may issue subpoenas to compel the testimony of third parties and the production of documents.

(4) The arbiter shall issue a written decision within twenty-one (21) calendar days of the conclusion of the hearing. This decision shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbiter shall not have the authority to amend, modify or delete any provision of this policy.

(5) The fee of the arbiter shall be split equally between the parties.

#### 18.10 Costs

(a) All costs arising from the Hospital implementation of this drug policy shall be paid by the Hospital (which shall include but not be limited to: drug testing, equal shared confirmation testing [if requested], specimen collecting supplies and transportation, MRO review, referral to rehabilitation program(s), employee wages incurred on non-work days when requested by the Hospital, for any follow up testing(s).

(1) Any days lost by the employee in complying with the provisions laid out in this policy, will follow established PTO and EIT as outlined in Articles 12 and 13.

#### 18.11 Implementation Of Policy

(a) This Drug and Alcohol policy shall become in effect upon notification and demonstrated that the Hospital has implemented a pre-employment drug policy and testing.

(b) As long as the Hospital's pre-employment drug policy and testing is maintained and enforced, this Drug and Alcohol policy will be enforced.

(1) Upon termination or non-application of the pre-employment drug policy, this Drug and Alcohol policy will be null and void.

ARTICLE 19: GRIEVANCE PROCEDURE

19.1 Grievances

(a) Purpose: The Hospital and the Association agree to this grievance procedure in order to provide an orderly method to resolve employees' grievances promptly.

(b) A grievance is a claim by the Hospital, an employee, a group of employees, or the Association on behalf of the employee(s), concerning the interpretation, application of alleged violation of this Memorandum.

(c) Standing to initiate grievance:

(1) An individual employee, the Association or the Hospital who in good faith has an actual grievance over a grievable matter as defined in 19.1.b or as specified elsewhere in the Memorandum may file a grievance.

(2) At any step(s) of the grievance procedure, the employee may represent him / herself, or may be represented by an Association representative, who may be a Hospital employee.

19.2 Grievance Procedure - First Step

(a) An employee who has a grievance shall first discuss the grievance on an informal basis (one-on-one, employee-to-manager) with his / her manager or department head.

(b) Hospital grievances shall be discussed by the Administrator or his delegate with an authorized Association representative.

(c) The first step shall be within fifteen (15) business days from the date of the action or occurrence. Hospital grievances must be filed with an authorized Association representative within these same time limits.

(d) Every effort will be made by the parties to resolve the grievance at this level and may include a conference among the Association, supervisor or administrative personnel. If the grievance is not resolved informally, the grievant then proceeds to the second step.

19.3 Grievance Procedure - Second Step

(a) If the grievance has not been resolved at the first step, a written grievance must be filed with the department manager within fifteen (15) business days from the date of the response to the

first step. Hospital grievances must be filed with an authorized Association representative within these same time limits.

(b) The written grievance shall:

- (1) fully describe the grievance and how the grievant was adversely affected,
- (2) set forth the section(s) of this Memorandum allegedly violated,
- (3) indicate the date(s) of the incident grieved, and
- (4) specify the remedy or solution to the grievance sought.

(c) Every effort will be made by the parties involved to resolve the grievance and may include a conference among the grievant, Association, department manager, or administrative personnel. The grievant shall receive a written response within fifteen (15) business days of submission.

#### 19.4 Grievance Procedure - Third Step

(a) If the grievance has not been resolved at the second step, the grievant may submit a written grievance to the Hospital Administrator. Such request must be made within fifteen (15) business days from receiving the written response to the second step. Hospital grievances must be filed with an authorized Association representative within these same time limits.

(b) The written grievance shall:

- (1) fully describe the grievance and how the grievant was adversely affected,
- (2) set forth the section(s) of this Memorandum allegedly violated,
- (3) indicate the date(s) of the incident grieved,
- (4) specify the remedy or solution to the grievance sought, and
- (5) include copies of the response in the second step.

(c) Every effort will be made by the parties involved to resolve the grievance and may include a conference among the grievant, Association, department manager, and administrative personnel. The Administrator will respond in writing to the grievance within fifteen (15) business days of receiving the grievance.

#### 19.5 Grievance Procedure - Fourth Step

(a) If the grievance is not resolved at the third step, the grievant may file a written grievance with the Grievance Review Committee.

(1) Which will consist of the Hospital President, Patient Care Executive and Human Resources Director.



(b) Such request must be made within fifteen (15) business days of receiving a negative response in the third step.

(c) The Grievance Review Committee will return a written response to the grievant and the Association's Board of Directors within fifteen (15) business days.

#### 19.6 Grievance Procedure - Fifth Step

(a) If the grievance is not resolved at the fourth step, the Association, on behalf of the grievant, may file a written request with the Grievance Review Committee to submit the grievance to arbitration. A request for arbitration must be submitted to the Grievance Review Committee within fifteen (15) business days of receipt of the response in the fourth step.

(b) An arbitrator may be selected by mutual agreement of the Association and the Hospital. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list or lists of five (5) qualified arbitrators. The arbitrator may be selected from the lists by the parties alternately striking names, with the first strike determined by chance.

(c) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum.

(d) The decision and award of the arbitrator shall be made solely on the evidence and arguments presented to the arbitrator by the respective parties.

(e) The decision of the arbitrator shall be binding on both Association and the Hospital.

(f) The cost of employing the arbitrator shall be borne equally by the parties. All other cost such as, but not limited to, attorney's fees and witness fees, shall be borne only by the party incurring that cost.

#### 19.7 Time Limits and Fees

Failure of a grievant to observe a time limit shall terminate the grievance. If the time limits for responding to the grievance are not met, or a request for extension has not been submitted, the party who has failed to meet the time limit shall pay a fine of fifty dollars (\$50.00) per day until the response is submitted to the opposing party.

ARTICLE 20: NO-STRIKE CLAUSE / NO LOCKOUT CLAUSE

Both parties to this Memorandum recognize the obligation of the Association and of the employees to refrain from engaging in any strike or slowdown of work. In fulfillment of that obligation, the parties recognize that there will be no strike, sympathy strike, slowdown, curtailment of work or interference with the Hospital's operations on the part of either the Association or the employees during the term of this Memorandum or during any period when this Memorandum is continued by the express mutual agreement of the parties. Discipline or discharge imposed for engaging in prohibited activities will not be subject to the grievance mechanism. The Hospital agrees that it will not lock out employees during the term of this Memorandum.

ARTICLE 21: MANAGEMENT RIGHTS

21.1 Certain rights are reserved to the exclusive authority of the Hospital and cannot be diluted or in any way interfered with absent an express restriction appearing in the terms of this Memorandum. The Hospital retains all rights, powers and authorities except as may be affected or limited by an express provision of this Memorandum. Rights and functions reserved to the exclusive authority of the Hospital include but are not limited to:

- (a) The determination of the Hospital's goals and objectives and manner in which it carries out those goals and objectives as well as its determination of the goals and objectives of all of its constituent departments;
- (b) The establishment of standards of service;
- (c) The determination of the procedures and standards for selection of employment, promotion, assignment and transfer;
- (d) The direction of its employees;
- (e) The discipline of employees short of suspension or discharge;
- (f) The layoff of employees from work because of lack of work or for other good faith reasons;
- (g) The maintenance of the efficiency of Hospital operations;
- (h) The determination of the methods, means and personnel by which the Hospital's operations are to be conducted, including the right to contract for workers;
- (i) The taking of all necessary actions to carry out the Hospital's mission in emergencies;

(j) The exercise of full control and discretion of the Hospital's organization and the technology and / or methodology of performing its work.

21.2 The Hospital has the right to adopt reasonable rules and regulations concerning employment policies so long as those rules and regulations do not conflict with the express terms of this Memorandum. The Association will be given the opportunity to review such rules and regulations and to meet and confer concerning those rules and regulations prior to their adoption.

ARTICLE 22: SEPARABILITY

22.1 If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of the Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

22.2 In the event of suspension or invalidation of any article or section of this Memorandum, the parties agree that except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 23: FULL UNDERSTANDING, MODIFICATION, AND WAIVER

23.1 This Memorandum sets forth the full and complete understanding of the parties regarding the matters discussed in this document.

23.2 No agreement, modification or variation of the terms and provisions of this document shall be binding upon the parties hereto, unless it is made and executed in writing by the parties, and, if required, approved and implemented by the Hospital Governing Board.

23.3 The parties to this Memorandum recognize that the Hospital has adopted certain policies concerning its relationship with employees and their recognized employee organizations. The parties agree that such policies, as they may be amended from time to time, remains in effect and applies to any subject area that has not been explicitly addressed in this Memorandum. If there is a direct conflict between the provisions of this document and policies, the express terms of the Memorandum will

control. Should the Board amend the policies, the Association will be given a prior opportunity to meet and confer with respect to any such amendment.

Adventist Health Hospital Clearlake, Inc. dba Adventist Health Clearlake	Redbud Community Hospital Employees Association
By: _____ President, Adventist Health Hospital Clearlake, Inc.	By: _____ President, Redbud Community Hospital Employees Association
Dated: _____	Dated: _____