

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HOPE NATIONAL MEDICAL CENTER

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30,  
AFL-CIO, CLC

AUGUST 1, 2019 THROUGH JULY 31, 2022

TABLE OF CONTENTS

ARTICLE I. - UNION RECOGNITION ..... 5

ARTICLE II. - UNION SECURITY - CHECKOFF OF DUES..... 5

    Section 1. Union Membership. .... 5

    Section 2. Obligation to Remain Members in Good Standing..... 5

    Section 3. Job Descriptions..... 6

    Section 4. Checkoff of Dues. .... 6

    Section 5. Dues Deduction..... 6

    Section 6. Indemnification..... 6

    Section 7. New Employees and New Employee Orientation..... 6

    Section 8. Subcontracting of Bargaining Unit Work. .... 6

    Section 9. Equal Employment Opportunity ..... 7

ARTICLE III. - WAGES AND JOB CLASSIFICATIONS ..... 7

    Section 1. Wages..... 7

    Section 2. Longevity Increases ..... 8

    Section 3. Additional Compensation ..... 8

    Section 4. Minimum Rates..... 8

    Section 5. Tenure or Length of Service Not Reason for Classification ..... 8

    Section 6. New Classifications..... 9

    Section 7. Fill-In for Higher Classification..... 9

    Section 8. Part-time Employees ..... 9

    Section 9. Requests for Review of Classification ..... 9

ARTICLE IV. - SENIORITY ..... 9

    Section 1. Calculation of Seniority ..... 9

    Section 2. Loss of Seniority ..... 9

    Section 3. Vacancies ..... 10

    Section 4. Filling of Vacancies ..... 10

    Section 5. Trial Period for Promotions and Vacancies ..... 10

    Section 6. Reductions in Force ..... 10

    Section 8. Pay Upon Layoff..... 11

    Section 9. Notice of Layoff..... 11

    Section 10. Benefits Upon Layoff..... 11

    Section 11. Recall From Layoff..... 11

    Section 12. Notice of Recall From Layoff..... 12

ARTICLE V. - PROBATION..... 12

ARTICLE VI. — TEMPORARY EMPLOYEES .....	12
Section 1. Temporary Employees Hired As Substitutes for Regular Employees .....	12
Section 2. Provisions Applicable to Temporary Employees.....	12
Section 3. Temporary Employee Retention for Regular Position.....	12
ARTICLE VII. - TERMINATION AND TERMINATION PAY .....	12
Section 1. Discharge (Termination for Cause).....	12
Section 2. Termination for Other Than Cause .....	13
Section 3. Termination Pay.....	13
Section 4. Grieving Terminations .....	14
Section 5. Disciplinary Meetings .....	14
Section 6. Disciplinary Reports .....	14
ARTICLE VIII. - HOURS OF WORK.....	15
Section 1. Regular Work Week.....	15
Section 2. Overtime .....	15
Section 3. Seven Consecutive Days.....	15
Section 4. Rest Periods .....	15
Section 6. Shift Differential .....	16
Section 7. Schedule Changes .....	16
Section 8. Minimum Rest Period.....	16
Section 9. Weekend Premium.....	16
Section 10. Multiple Premium Rates .....	16
Section 11. Flextime .....	17
Section 12. Alternative Work Schedules .....	17
Section 13. Teleworking.....	17
ARTICLE IX. - HOLIDAYS.....	19
ARTICLE X - LEAVES .....	20
Section 1. Sick Leave With Pay.....	20
Section 2. Unpaid Medical Leave of Absence.....	21
Section 3. Bereavement Leave.....	21
Section 4. Military Leave.....	22
Section 5. Jury Duty.....	22
Section 6. Business Absence.....	22
Section 7. Personal Business.....	22
Section 8. Parental Leave for School Visits.....	23
ARTICLE XI. - VACATIONS WITH PAY.....	23
Section 1. Accrual.....	23

Section 2. Maximum Accrual .....	23
Section 3. Payment Upon Termination .....	23
Section 4. Scheduling/Cancellation of Vacations .....	24
Section 5. Illness or Accident During Vacation.....	24
ARTICLE XII. - GRIEVANCE PROCEDURE AND ARBITRATION .....	24
Section 1. Grievance Procedure .....	24
Section 2. Termination.....	25
Section 3. Time Limits.....	25
Section 4. List of Arbitrators .....	25
Section 5. General Grievances .....	26
ARTICLE XIII. - JOB EXPENSE.....	26
Section 1. Transportation Expenses.....	26
Section 2. Food Expenses .....	26
Section 3. Business Expenses .....	26
Section 4. Traffic Expenses .....	26
ARTICLE XIV. - UNION REPRESENTATIVES.....	26
Section 1. Union Visitation.....	26
Section 2. Union Stewards.....	27
Section 3. Steward Training Leave.....	27
ARTICLE XV. - STRIKES AND LOCKOUTS .....	27
Section 1. No Lockouts.....	27
Section 2. No Strikes.....	27
Section 3. Remedy .....	27
ARTICLE XVI - HEALTH, DENTAL AND LIFE INSURANCE PROVISIONS.....	28
Section 1. Flexible Benefit Program.....	28
ARTICLE XVII. - RETIREMENT PLAN .....	28
ARTICLE XVIII. - GENERAL PROVISIONS .....	29
Section 1. Maintenance of Wages.....	29
Section 2. Safe Equipment.....	29
Section 3. Accrual Records.....	29
Section 4. Parking .....	29
Section 5. Uniforms .....	29
Section 6. Testing of Applicants.....	29
Section 7. Tuition Reimbursement.....	29
Section 8. Entire Agreement .....	29
Section 9. Changes to Time Off Benefits .....	29

Section 10. Health Insurance Reform .....	30
Section 11. Assignment of Duties.....	30
Section 12. New Technology .....	30
ARTICLE XIX. — PER DIEM EMPLOYEES.....	30
Section 1. Per Diem Employees Defined.....	30
Section 2. Scheduling.....	30
Section 3. Benefits and Provisions.....	31
Section 4. Transfer of Status .....	31
Section 5. Insurance .....	32
ARTICLE XX. - BILINGUAL DIFFERENTIAL.....	32
ARTICLE XXI. - DURATION OF AGREEMENT.....	32
ARTICLE XXII. - MANAGEMENT RIGHTS.....	32
ARTICLE XXIII. — UNION AND EMPLOYEE OBLIGATIONS .....	33
MEMORANDUM OF UNDERSTANDING .....	34
MEMORANDUM OF AGREEMENT FOR CHANGE OF JOBS PURSUANT TO ARTICLE XXI – MANAGEMENT RIGHTS .....	36
MEMORANDUM OF AGREEMENT FOR NEW EMPLOYEE TRAINING SPOT BONUSES .....	37

## **AGREEMENT**

This is an Agreement between City of Hope, a California non-profit public benefit corporation operating a National Medical Center and Beckman Research Institute at Duarte, California, and a Development Center at Los Angeles, hereinafter referred to as the Employer, and Office and Professional Employees International Union Local 30, AFL-CIO, CLC, hereinafter referred to as the Union.

### **ARTICLE I. - UNION RECOGNITION**

#### Section 1.

The Employer recognizes the Union as the exclusive bargaining representative of all office/clerical employees of the Employer in the classifications listed herein as Exhibits "A" and "B". Excluded from the bargaining unit are the following classifications:

(a) Medical Center and Research Institute. Clerical classifications in the Departments of Human Resources, Administration, Executive Medical Director, Payroll; Administrative Assistants; and others who qualify to be excluded on the basis of (a) having access to confidential labor relations information; or (b) working for management officials who formulate, determine or effectuate management policies in the field of labor relations.

(b) Philanthropy. Clerical employees who report to Executive Vice Presidents, Vice Presidents, and Associate Vice Presidents, those in the Human Resources Department, and those who have the "labor nexus" described in paragraph (a) above.

#### Section 2.

New Employees shall be advised, when hired, of the provisions of this Agreement covering Union recognition and security.

### **ARTICLE II. - UNION SECURITY - CHECKOFF OF DUES**

Section 1. Union Membership. It shall be a condition of employment that all employees covered by this Agreement become and remain members of the Union in good standing by the later of (a) the thirty-first day following the execution of this Agreement or (b) the thirty-first day following the beginning of employment. All employees who are currently members of the Union shall remain members in good standing of the Union. "Membership" as used herein shall mean only the obligation to pay periodic dues and initiation fees uniformly required, or, in the event that the employee objects to the payment of full dues and initiation fees, only the obligation to pay periodic dues and initiation fees related to representational costs.

Section 2. Obligation to Remain Members in Good Standing. Upon written notice from the Union that an employee is not in good standing, the Employer shall suspend the employee without pay. Unless the Union notifies the Employer that the employee has become a member in good standing of the Union within fifteen (15) days of the commencement of the suspension, the

Employer shall terminate the employment of said employee following the 15<sup>th</sup> day of suspension. The Employer shall not be obligated to take any action that conflicts with State or Federal laws.

Section 3. Job Descriptions. The employer shall provide new employees with a written job description at the time of hire. The Employer will provide modified copies of job descriptions to the Union as changes occur. The Employer shall provide new employees with written job descriptions at the time of hire. The employer will provide modified (new or existing) copies of job descriptions to the union as changes occur. The employer will provide the union an updated Classification and Pay range on a quarterly basis.

Section 4. Checkoff of Dues. The Employer will offer to each new hire a written authorization for dues deduction on a form supplied by the Union. Upon receipt of a signed written authorization from the employee, the Employer shall deduct Union initiation fees and dues from the wages of each employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly. In no event shall the Employer become responsible for the payment of dues by an employee.

Section 5. Dues Deduction. The Employer shall deduct from all temporary employees upon receipt of authorization, a monthly fee equivalent to one (1) months' dues for the support of the bargaining agent for each month in which they are on the payroll after thirty-one (31) days of employment. Should the temporary employee remain on the job for more than six (6) months or become regular, then the regular initiation fee for regular employees shall be deducted.

Section 6. Indemnification. The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Employer in compliance with Sections 2 and 4.

Section 7. New Employees and New Employee Orientation. When a new employee is hired, the Employer shall notify the Union on its monthly report giving the name of the new employee, starting date and classification. The Employer agrees to present newly hired employees with information prepared and supplied by the Union that explains the coverage of this Agreement and the rights, privileges, and obligations of Union membership, provided the Employer has reviewed and approved the information to be distributed. The new employee orientation shall include a segment during which designated representatives from each of the bargaining units shall be permitted to meet with respective bargaining unit members to review labor agreements and other bargaining unit matters. The Employer will provide the Union representative with the times, dates and locations of the New Employee Orientations that contain members of this bargaining unit, and the names of the unit members in each session. If an employee Union representative/steward attends New Employee Orientation, he or she will do so on his or her own time.

Section 8. Subcontracting of Bargaining Unit Work. The Employer shall be permitted to subcontract out bargaining unit work, provided that the Employer provides advance notice to the Union and an opportunity to bargain about the effects of such subcontracting on bargaining unit employees.

(a) In addition to the foregoing, the Employer may at its discretion subcontract out work normally or customarily performed by position classifications covered by bargaining unit members in the department of Patient Business Services in the collection of delinquent accounts provided that such subcontracting will not reduce the work force covered by the bargaining unit or reduce the hours of the employment of any bargaining unit member.

Section 9. Equal Employment Opportunity. The Employer and the Union agree that there shall be no unlawful discrimination by either of the parties on account of race, color, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), age, national origin, citizenship, ancestry, physical disability, mental disability, medical condition, genetic information, legally protected family care or medical leave status, gender, gender identity, gender expression, sexual orientation, or any other basis protected by local, state, or federal laws. The Employer and the Union recognize the Employer’s obligation to accommodate religious practices and qualified individuals with disabilities, and agree that the Employer shall determine what, if any, accommodation is reasonable except where the accommodation would conflict with this Agreement, in which case the terms of this Agreement shall prevail.

**Section 10. Bulletin Boards**

- a. The Employer shall continue to provide a bulletin board for the Union's use in its cafeteria.
- b. To the extent there are bulletin boards in employee break rooms that are used by employees to post non-work material, employees shall be permitted to post information about the Union on such boards.
- c. On any bulletin board, the Union shall not post any information that is derogatory to the Employer or that contains false information. The Union shall provide copies of all posted materials to the Employer's Human Resources department.

**ARTICLE III. - WAGES AND JOB CLASSIFICATIONS**

Section 1. Wages. The bargaining unit classifications, and the salary grades to which they are assigned, are specified in Appendix A attached to this Agreement. The wage ranges for each salary grade are specified in Appendix B attached to this Agreement.

- (a) Wage range increases: Wage range increases will take place according to the following schedule:

	8.1.19 – 7.31.20	8.1.20 – 7.31.21	8.1.21 – 7.31.22
Wage Range increases	1%	2%	2%



- (b) Merit Increases: Annual adjustments to employees' wages to reflect their performance rating will take place as usual, according to the following schedule:

	Year 1	Year 2	Year 3
Exceeds Expectations	3.25%	3.25%	3.0%
Meets Expectations	3.0%	2.85%	2.75%
Does Not Meet Expectations	0%	0%	0%

## 2. Evaluations

(a) The parties acknowledge that the intent of the evaluation process is for supervisors and employees to discuss current performance and future expectations and that communication between the two is an important element of the process. In departments where a self-evaluation is not required for a performance evaluation, employees shall have the option of submitting a self-evaluation to the supervisor providing the evaluation. If an employee receives an evaluation below "meets expectations," upon request, the evaluator and a representative of Human Resources shall meet with the employee to provide guidance for improving the employee's next evaluation to "meets expectations." If an employee receives an evaluation of "marginally meets" or "does not meet" expectations, upon request, the employee's supervisor shall meet with the employee approximately 6 months after the evaluation to review the employee's progress toward meeting expectations.

(b) Upon request of the Union, no more than once per year, the Employer will provide a list of the employees who received evaluations below "meets expectations."

Section 2. Longevity Increases. After ten (10) years or more of continuous service with City of Hope, the employee's base rate shall be increased by an additional \$.25 per hour. After fifteen (15) years of continuous service, the employee's base rate shall be increased by an additional \$.15 per hour. After twenty (20) years of continuous service, the employee's base rate shall be increased by an additional \$.10 cents per hour.

Section 3. Additional Compensation. The Employer may grant merit increases or bonuses to the employees at the discretion of the Employer. This in no way affects the maximum rate of the range shown for each classification.

Section 4. Minimum Rates. New employees shall start at not less than the minimum rate for their classification.

Section 5. Tenure or Length of Service Not Reason for Classification. Tenure or length of service is not a reason for another classification on Exhibits "A" and "B."

Section 6. New Classifications. When new classifications are established, the proper classification and salary range shall be determined by the Employer subject to review by the Union. The classification and salary range finally determined shall be effective as of the date the classification was established.

Section 7. Fill-In for Higher Classification. An employee required to fill-in in a higher classification (except for bona fide training) shall receive the minimum hourly wage rate of the salary range in such higher classification, or a minimum of six percent (6%) above the employee's regular hourly rate, whichever is greater, for days worked in the higher classification, provided the employee performs essential functions of the higher classification for at least four (4) hours (or at least one-half the regularly assigned shift). The Employer shall not use the minimum hour requirement provided in this Section to avoid reclassifying employees or its commitment to the intent of this Section.

Section 8. Part-time Employees. Part-time employees shall be defined as those working a regular schedule of less than forty (40) hours per week and shall be paid on a pro rata basis at the rates provided for their classifications in Exhibits "A" and "B" and shall receive all other benefits on a pro rata basis as follows:

- Less than 20 hours per week = no benefits
- 20.0 — 27.5 hrs/week - 0.5 to 0.6 FTE = 60% benefits
- 28 — 35.5 hrs/week - 0.7 to 0.8 FTE = 80% benefits
- 36 or more hours per week: 100% benefits

Section 9. Requests for Review of Classification. If a job has substantially changed so as to require a higher level of skill, knowledge and ability, the Union can request the Employer to reevaluate the salary range assigned to the job classification. Such requests will be submitted in writing to Human Resources, and the Employer will meet and confer with the Union over the proposed reassignment within thirty (30) days of receipt of the request. The Employer will notify the Union, in writing, of its decision and rationale.

#### **ARTICLE IV. - SENIORITY**

Section 1. Calculation of Seniority. Employees shall accumulate seniority dating from most recent date of hire. A probationary employee shall not accrue seniority during the probationary period, but shall acquire seniority credit retroactively for the probationary period upon successful completion thereof. Probationary employees and part-time employees working less than 20 hours per week shall not have any seniority rights under this agreement.

The parties recognize that they have modified the calculation of seniority in this 2016-2019 agreement. The new calculation shall be prospective only and there shall be no recalculation of seniority for periods prior to the effective date of the 2016-2019 Agreement.

Section 2. Loss of Seniority. An employee's seniority status shall be lost if the employee terminates voluntarily; is laid off for more than twelve (12) months; fails to return to work after an

authorized vacation, leave of absence, or sick leave; is discharged for just cause; or accepts other employment while on leave status without permission of the Employer.

Section 3. Vacancies. The Employer will post on its Internet site vacancies in all bargaining unit positions for a period of five (5) working days, excluding Saturdays, Sundays, and holidays. The Employer agrees not to hire from any outside sources within the five (5) day period after such posting, except in the case of an emergency or other special needs. Such posting shall include the position classification, salary range, and a concise description of the position available. Employees desiring to bid on such openings shall file applications as directed in the posting. The Employer will continue to provide on-campus locations for access for employees to the postings.

Section 4. Filling of Vacancies. The Employer shall fill a vacancy with an employee from the bargaining unit if there is at least one qualified applicant from within the bargaining unit who applied within the applicable posting period, and whose abilities, in the Employer's objective determination, are substantially equal to or higher than those of all other applicants; in all other cases, the Employer may fill the vacancy with any applicant regardless of whether he or she is in the bargaining unit. Among in-house applicants with substantially equal skills, qualifications, abilities and job performance, the selection shall be based upon seniority. Employees shall not be eligible for transfer out of a department before the completion of twelve (12) months' continuous employment in the department, or at a time when the employee is in final warning status. Once selected the Employer shall determine a release date from the employee's current position. For purposes of this section, "vacancy" means a permanent position created by the Employer. "Vacancy" does not include temporary positions established to address a discrete need for a discrete period of time; or job classifications created, changed, or combined, as permitted under Article XXII ("Management Rights").

Section 5. Trial Period for Promotions and Vacancies. Employees promoted or transferred within the bargaining unit will be on a trial period for sixty (60) calendar days, but shall receive any applicable change in pay at the time of initial promotion or transfer. Upon notice to the employee, a supervisor may extend this trial period for an additional thirty (30) days. Employees unable to successfully perform the duties of the new position shall be returned to their former unit classification or to another vacant unit position for which they are qualified, without loss of benefits or seniority, and at no less than the wage rate of the position from which the employee was promoted or transferred.

Section 6. Reductions in Force. In the event the Employer decides it is necessary to reduce part-time or full-time position(s) in a department, the employee(s) in the affected classification in the department with the least seniority on the applicable seniority list (full-time or part-time) shall be laid off first, provided that the skill, qualifications, work record, and performance of the employees are substantially equal. An employee without sufficient seniority to remain in his/her classification in the department shall be placed in an open position for which the employee is qualified that is within the same job classification, FTE and shift. If an employee declines the option to fill such a vacant position, the employee will be laid off without further recall or bumping rights under this Agreement. If there is more than one such open position, the employee may choose among those options.

(a) If no such open positions are available to an employee as described in Section 6 above, an employee without sufficient seniority to remain in his/her job classification may exercise seniority rights to displace another employee as follows:

(<sup>1</sup>) The least senior employee within the same department in the same job classification on another shift; or

(ii) The least senior employee in a lower job classification in the same department; or

(iii) The least senior employee in the same classification but outside the department.

(b) No displacement shall be permitted unless, in the Employer's reasonable judgment, the employee seeking to displace has substantially the same or better work-related skill, qualifications, abilities, performance record, disciplinary record, and attendance record as the potentially displaced employee. If more than one of these options is available, the employee seeking to displace shall choose which option to exercise. Part-time employees may not bump full-time employees. Full-time employees may bump part-time employees with less seniority on the part-time seniority list.

(c) Employees seeking to displace another employee must agree, upon the request of the Employer, to work the same shift and FTE of the employee being displaced. Employees placed in a lower job classification as a result of bumping will have recall rights as set forth below.

Section 8. Pay Upon Layoff. An employee transferred to a lower paid position as a result of a layoff situation shall receive the same hourly rate, if such rate is within the new salary range for the new position. If the employee's hourly rate is not within the new salary range, the employee shall be reduced to the maximum of the new salary range.

Section 9. Notice of Layoff. Notice of layoff shall be given employees to be affected and the Union no later than two (2) weeks before the scheduled date of layoff whenever possible.

Section 10. Benefits Upon Layoff. The Employer shall provide laid off employees with outplacement services, EAP benefits for up to three (3) months after layoff, and continuation of City of Hope employee and dependent contributions to medical and dental benefits for up to three (3) months after layoff (if the employee elects COBRA coverage) or until the employee secures alternate coverage, whichever occurs first.

Section 11. Recall From Layoff. When the Employer determines it has a need for employees in a classification, and there are employees who have been laid off from that classification and work area within the last twelve (12) months, such employees shall be recalled in the inverse order of layoff. A laid off employee who either is recalled, or is rehired into another bargaining unit job classification, within twelve (12) months of layoff will have his or her seniority restored. "Recall" means a return to the former job classification in the former work area within twelve (12) months of layoff or bumping.

Section 12. Notice of Recall From Layoff. If a laid off employee cannot be contacted by phone, the recall notice shall be made email (if provided by the employee), or certified mail to the last known address(es) of such employee. The employee so notified must respond within three (3) working days of receipt of the notice, and report to work within five (5) working days of receipt of the notice. A notice shall be deemed received on the actual date of receipt or five (5) working days after being sent, whichever is earlier. Failure to satisfy these requirements shall constitute a voluntary resignation.

## **ARTICLE V. - PROBATION**

All employees may be regarded as probationary employees for the first one hundred and twenty (120) calendar days of employment within the bargaining unit. Upon notice to the Union and to the employee, the Employer may extend the probationary period an additional sixty days in increments of 30 days at a time. Further extensions can be granted by mutual agreement between the Employer and the Union. An employee may be dismissed by the Employer without notice and without showing cause during the period of probation.

## **ARTICLE VI. — TEMPORARY EMPLOYEES**

Section 1. Temporary Employees Hired As Substitutes for Regular Employees. Temporary employees may be hired as substitutes for regular employees on vacation, sick leave, leave of absence or for special projects. The maximum period of temporary employment shall be the length of temporary employment designated at the time of hire which shall not exceed six (6) months. The period of temporary employment may be extended by mutual agreement between the Employer and the Union. Temporary employees shall automatically become regularly employed within the bargaining unit if employed for more than seven (7) months.

Section 2. Provisions Applicable to Temporary Employees. All provisions of this Agreement, as outlined within the particular articles, shall apply to temporary employees except seniority, severance pay, termination and termination pay, holidays, sick leave, bereavement leave, maternity leave, military leave, jury duty leave, vacation, and retirement.

Section 3. Temporary Employee Retention for Regular Position. If a temporary employee is retained for a regular position, the time of temporary employment shall be considered service for the probationary period and seniority provisions of this Agreement.

## **ARTICLE VII. - TERMINATION AND TERMINATION PAY**

### Section 1. Discharge (Termination for Cause)

(a) The Employer shall have the right to discharge any employee for good cause. In certain cases of serious misconduct, the Employer will, at the time of the termination, provide the employee with a termination notice. The employee is not required to sign any disciplinary forms; however, signing only documents the fact that the Employer conveyed the discipline to the employee. An employee's signature, or the Employer's notation that the employee refused to sign, shall in no way constitute the employee's agreement with the contents of such notice, unless voluntarily indicated by the employee.

(b) The Employer will notify the Union within one (1) working day of the termination.

(c) Before an employee is discharged for failure to perform work as required, the Employer will provide the employee with adequate counseling and statement of expectations not less than two (2) weeks to correct any complaint before he or she is discharged.

(d) Any employee who is discharged shall be informed in writing at the time of discharge. The letter shall be forwarded to the Union within one (1) working day.

Section 2. Termination for Other Than Cause.

(a) Resignation - A termination at the request of the employee.

(b) Reduction in Force (Layoff) - Reduction in the number of employees because of retrenchment or reorganization.

Section 3. Termination Pay.

(a) Resignation - An employee who resigns shall receive pay for:

(i) All hours worked prior to resignation.

(ii) All accumulated vacation.<sup>1</sup>

(b) Reduction in Force - An employee who is employed beyond the probationary period and is permanently terminated for retrenchment or reorganization shall receive:

Two (2) weeks' notice or pay in lieu thereof;

(ii) Pay for all hours worked prior to termination;

(iii) Pay for all accumulated vacation; and

(iv) Severance pay as follows:

(A) Employees with one year or less service shall receive no severance pay.

(B) Employees who are permanently laid off after completing at least one year of continuous service, shall receive severance pay for each additional year of service, or major fraction thereof, after the first year of service, at the rate of one week per year up to a maximum of four (4) weeks' pay. Employees with seven (7) to nine

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<sup>1</sup> Payment of accrued holiday hours prior to 2017 shall be made as in the prior agreement between the parties.

(9) complete years of service shall receive five (5) weeks of pay. Employees with more than nine (9) complete years of service shall receive six (6) weeks of pay.

(C) Severance pay shall, at the Employer's option, be paid in a lump sum or paid out in installments on a biweekly basis, commencing the week following the employee's last regular paycheck. In the event the employee is recalled, reinstated or otherwise accepts employment (other than as a casual employee or in the float pool) with the employer before the severance payments are complete, the employee shall forfeit any remaining severance pay. In the event the employee is recalled and subsequently laid off, all severance payments made in the preceding 12 months shall be subtracted from the Employer's severance pay obligations.

(D) The Employer may provide severance pay greater than required by this Agreement on the condition that the employee execute a release of all claims against the Employer on a form acceptable to the Employer.

(E) In addition to severance pay, the Employer shall provide laid off employees with one or more years of service with outplacement services, EAP benefits for up to three (3) months after layoff, and continuation of City of Hope employee and dependent contributions to medical and dental benefits for up to three (3) months after layoff (if the employee elects COBRA coverage) or until the employee secures alternate coverage, whichever occurs first.

Section 4. Grieving Terminations. All terminations, except terminations during the probationary period referred to in Article V, shall be subject to the grievance procedure. However, discharge for retrenchment or reorganization shall be subject to the grievance procedure solely with regard to the question of seniority.

Section 5. Disciplinary Meetings. An employee shall be permitted to request the presence of a steward in a disciplinary session with management. Adequate notice of the meeting shall be given to enable the employee to arrange for the steward's presence. If a steward is not readily available, a Union representative may attend instead.

Section 6. Disciplinary Reports. After eighteen (18) months free from any disciplinary action, written disciplinary reports in the personnel file shall not be considered for future disciplinary actions or in evaluating an employee's suitability for transfer, promotion within the bargaining unit, layoff or bumping.

Employees shall have access to their personnel files for the purpose of reviewing its contents, provided such occurs in the presence of a representative of Human Resources. Copies of signed material in the file shall be provided upon request.

## ARTICLE VIII. - HOURS OF WORK

Section 1. Regular Work Week. The regular work week of all employees under this agreement shall be forty (40) hours consisting of five (5) eight (8) hour days. Nothing in this Agreement shall be interpreted to be a guarantee to any employee of a specific number of hours of work in a day or week.

Section 2. Overtime. Hours worked in excess of eight (8) hours a day or forty (40) hours in a seven (7) day workweek shall be compensated for at the rate of time and one-half (1 'A) the employee's regular rate.

Section 3. Seven Consecutive Days. All time worked on the seventh (7th) consecutive day in a work week by full-time employees shall be paid at the rate of twice the employee's regular hourly rate Nothing in this Agreement shall prohibit the Employer from modifying an employee's schedule to avoid this premium pay.

### Section 4. Rest Periods.

(a) The Employer shall authorize all employees to take rest periods equivalent to ten (10) minutes twice a day during an eight hour shift, and a third ten (10) minute rest period shall be added for shifts of 12 or more hours. Such rest periods are to be arranged with the employee's supervisor and, whenever possible, are to take place in approximately the middle of each (four) 4 hour period that the employee works. Employees who are unable to take their rest break(s) due to the demands of the job or due to emergency conditions must inform his or her supervisor before the end of their shift, along with the reason why they missed their break.

(b) Employees shall receive an unpaid meal period for each period of work in excess of five (5) hours, which shall be at least thirty (30) minutes and shall not exceed sixty (60) minutes in any department. If the employee's shift does not exceed six (6) hours the meal period may be waived by mutual consent of the Employer and the employee. Where an employee is not relieved of duty during the meal period, the employer shall provide a meal period in accordance with State law. Employees working shifts longer than eight (8) hours may voluntarily waive, in writing, their second meal period at their discretion.

(c) An employee on break is considered "off duty" for the entirety of the break. As such, the Employer shall not require employees to carry, monitor or respond to pages, text messages, data messages, voice calls, radio calls, or any other form of communication from the Employer. Employees may not render their breaks "missed" by voluntarily monitoring or responding to Employer communications during their meal or rest period.

(d) For each meal or rest period the Employer fails to relieve the employee of duty while he or she is on break, or the Employer otherwise fails to provide the employee a meal or rest break the Employer shall pay missed meal or missed rest period penalties in accordance with California law.

Section 5. Show-Up Pay. Employees who appear for work at the request of the Employer and are not provided work, or who work less than a full day and are released from duty through no fault of their own, shall be paid for not less than four (4) hours of



work. Exception: employees regularly working less than four (4) hours per day shall be paid their regular daily pay under the preceding circumstances.

Section 6. Shift Differential.

(a) Definition of Shifts.

(i) The day shift is any shift starting between the hours of 6:00 a.m. and 11:59 a.m.

(ii) The evening shift is any shift starting between the hours of 12:00 noon and 7:59 p.m.

(iii) The night shift is any shift at or after 8:00 p.m. and before 5:59 a.m.

(b) A shift differential of one dollar and forty cents (\$1.40) per hour shall be paid to employees for all hours worked on the evening shift.

(c) A shift differential of two dollars (\$2.00) per hour shall be paid to employees for all hours worked on the night shift provided that one-half or more of the work performed occurs prior to 5:59 a.m., except that employees shall receive night shift differential for all hours worked prior to 6:00 a.m.

(d) When an employee is changed from the evening shift or the night shift to the day shift, he/she shall receive at least one day off before the day shift.

(e) Shift differential shall be included in pay for all hours not worked but paid for employees working the evening or night shift.

Section 7. Schedule Changes. The Employer shall endeavor to provide consistent schedules to unit employees. Absent pressing business circumstances or mutual agreement between Employer and employee, the Employer shall not modify the regular schedule of employees without at least two (2) weeks' notice. This shall not preclude the Employer from addressing emergency staffing needs.

Section 8. Minimum Rest Period. Employees on eight (8) hour shifts who are required to report back to work to replace an employee on a regularly scheduled shift, and who begin working within less than 9 hours after having been released from work shall receive two (2) times their regular rate of pay for each hour worked thereafter until they receive a break of nine (9) hours or more, irrespective of work day.

Section 9. Weekend Premium. All employees shall receive a weekend differential of one dollar and fifty cents (\$1.50) per hour for all hours worked on Saturday or Sunday.

Section 10. Multiple Premium Rates. There shall be no pyramiding of overtime or other premium pay rates. Employees who are entitled to premium pay under more than one section

of this agreement for the same hours worked shall be compensated at the highest applicable premium rate.

Section 11. Flextime.

(a) A system of flexible work scheduling hereinafter referred to as "Flextime" may be initiated by the employer in a department or subunit thereof by request of respective bargaining unit members provided:

- (1) Flextime shall be defined as "the ability of an employee, with consent of the department head, to work a schedule which shall consist of starting and ending a work shift at hours other than the current or traditional 8:00 a.m. to 5:00 p.m. during five consecutive work days."
- (2) It is understood that the above-mentioned term "ability" shall be defined as a mutual willingness on the part of the employee and the department head to engage in and permit, respectively, a "Flextime" system.

(b) The practicality of initiating and continuing a "Flextime" system within a department, shall be based upon an evaluation of such a system or individual request in view of the work to be performed and the efficient functioning of the department. It is recognized that such evaluation and resultant decisions shall be reserved as the sole right of the Employer.

(c) If after initiating a "Flextime" system the results appear in the judgment of the Employer to be detrimental to the efficient functioning of the department, the Employer reserves the right to discontinue the system, effective ten (10) working days following written notice to those employees affected by such decision.

Section 12. Alternative Work Schedules. In lieu of the provisions of sections 1, 2 and 7, the Employer may adopt an alternative work schedule providing for a work schedule of up to 12 hours in a work day within a work week of up to 40 hours. All work performed in any work day beyond the schedule established by the agreement through the 12th hour of work or beyond forty hours in the work week shall be paid at one and one-half the employee's regular rate of pay. All work performed in excess of the schedule established by the agreement in excess of 12 hours in a work day shall be paid at double the employee's regular rate of pay. No hours paid at either 1 1/2 or double the regular rate of pay shall be included in determining when forty hours have been worked for the purpose of computing premium pay. The Employer will provide four (4) weeks' notice of a change to such an alternative work schedule, and shall consider, in good faith, any requests for accommodation by an employee who faces a hardship due to the new schedule.

Section 13. Teleworking. Employees may, consistent with the Employer's Telework policy, work remotely, provided the arrangement meets the Employer's business needs. Issues not specifically addressed in this Section are governed by the Employer's Telework policy.

- (a) Eligibility

- 1) Because teleworking may not be feasible in every department, all telework arrangements must be approved by the Employer. The Employer will review and respond to requests on a case-by-case, department-by-department basis.
- 2) The Employer has the sole right to determine which employees are approved to telework, may change the conditions under which the telework is authorized, and may cancel a telework arrangement at any time, and for any reason.
- 3) The Employer will provide four (4) weeks' notice of a change to or cancellation of any telework agreement, and shall consider, in good faith, any requests for accommodation by an employee who faces a hardship due to the new schedule.
- 4) Eligibility may vary for different types of work arrangements and may depend on the nature of the employee's particular job, assignment, project, etc.

(b) Equipment:

#### **Voluntary Teleworking**

- 1) If the employee volunteers to telework because a teleworking agreement would be advantageous to him or her, the employee will be solely responsible for ensuring he or she is able to access the Employer's network from their remote location.
- 2) Employees approved to telework must execute a telework agreement setting forth the conditions for the arrangement.
- 3) Pursuant to the telework agreement for voluntary teleworking arrangements, the Employer will provide the employee with a COH issued computer. The employee will be responsible for other peripherals (such as a printer and/or a shredder).

#### **Involuntary Teleworking**

- 1) If the Employer requires the employee to telework on a regular basis, the Employer will supply the employee with an Employer-issued computer. Additionally, the Employer may also provide teleworking employees a printer and/or shredder if necessary for the teleworking employee to perform his or her job duties. Teleworking employees who are required to access the Employer's network will be reimbursed for a portion of their home internet connection expenses, as determined by the Employer.
- 2) The Employer will also provide teleworking employees with certain materials such as office supplies as needed and approved while the employee is teleworking.
- 3) All Employer-provided equipment must be returned to the Employer at the conclusion of the employee's participation in the telework program. Although the Employer is responsible for repair and maintenance of Employer-issued equipment, the teleworker will be responsible for taking reasonable measures to keep that equipment in good condition, for notifying the Employer of any equipment concerns or issues, and for promptly bringing such equipment to the Employer's facilities for repair or maintenance upon request. All equipment provided by the Employer, including hardware and software, may only be used for authorized purposes in accordance with applicable Employer policies.

- (c) The teleworking employee will be responsible for paying, without reimbursement from the Employer, all other expenses relating to the teleworking employees remote location, such as utilities, maintenance and insurance.

**ARTICLE IX. - HOLIDAYS**

Employees shall be given the following designated fixed holidays off with pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(a) During the first pay period that starts after January 1, 2017, full time employees shall be granted 24 hours of paid personal holiday time to use during the remainder of the calendar year as described in City of Hope policy. For each subsequent calendar year during the term of this Agreement, during the first pay period that includes January 1, MI time employees shall be granted 24 hours of paid personal holiday time to use during the remainder of the calendar year as described in City of Hope policy. Part-time employees shall receive a prorated amount. New hires shall receive a pro-rated amount based on the number of pay periods left in the calendar year. Upon termination, no pay shall be given for any unused personal holiday time from any source and there shall be no carryover of paid personal holiday time from year to year. These holidays may be scheduled and taken only with the approval of the department head.

(b) Employees working on a fixed holiday listed in this contract shall be compensated for such holiday work at double time and one-half. The amount described in this paragraph includes any holiday pay. Employees who do not work on a fixed holiday shall receive eight (8) hours of holiday pay at their regular rate, pro-rated by FTE, paid within the same period. Employees whose regularly scheduled shift on the holiday is longer than eight (8) hours may supplement their holiday pay with accrued paid leave in order to receive their regular paycheck for the holiday.

(c) Members of the staff who observe religious holidays shall be permitted to use a personal holiday (as described in paragraph (a) above), a vacation day or to be absent without pay at the discretion of the employee, on those additional days required by traditional practice or to make up lost time as arranged with the supervisor.

(d) If any listed fixed holiday falls on Saturday the preceding Friday shall be observed as the holiday. If any of the listed fixed holidays fall on Sunday, the following Monday shall be observed as the holiday. In departments/units that operate seven (7) days per week, fixed holidays shall be observed on the actual date they occur.

(e) A legal holiday is considered a "day worked" for all provisions of this Agreement, but holiday pay (pay for time not worked) shall not be considered for the purposes of computing overtime.

(f) Employees on vacation when a listed fixed holiday occurs will not have vacation time deducted from their vacation banks for that holiday.

## ARTICLE X - LEAVES

### Section 1. Sick Leave With Pay.

(a) Sick leave is payable in case of actual illness. Sick leave may be used for medical, dental or optical appointments provided:

(i) the employee cannot obtain such appointments during his/her nonworking hours;

(ii) such appointments are scheduled at or near the beginning or end of the workday whenever possible;

(iii) the employee obtains approval of his/her supervisor (which shall not be unreasonably denied) of the scheduling of the appointment before it is scheduled with the medical provider, or if not possible, within one (1) business day of the scheduling of the medical provider; and

(iv) upon request, the employee provides documentation from the medical provider to his/her supervisor of the need to schedule the appointment during the work day.

Where these requirements are met, sick leave for medical, dental or optical appointments may be used for the time required but not to exceed four (4) hours, unless the Employee provides certification from the health care provider upon the employee's return to work that the additional time was required for an out-patient procedure or diagnostic tests.

(b) During each pay period that includes January 1 of each year thereafter, full time employees shall be granted 80 hours of sick leave time to use during the remainder of the calendar year. Part-time employees shall receive a pro-rated amount. New hires shall receive a pro-rated amount based on the number of pay periods left in the calendar year. Should changes be necessary to comply with California or local laws, the Employer will make any required changes. The Employer will notify the Union and employees of any such changes.

(c) All sick leave time unused by the end of each calendar year shall also be placed in an Extended Illness Bank. The maximum amount that may be accrued in the Extended Illness Bank is 480 hours, pro-rated for part-time employees.

(d) Any sick leave time in the Extended Illness Bank may be used to supplement Short Term Disability benefits when an employee qualifies for benefits under the Employer's Short Term Disability plan. In addition, time in the Extended Illness Bank may be used for intermittent medical leaves or leaves of less than seven (7) consecutive calendar days, if approved by Human Resources. If an employee exhausts all sick leave in a calendar year, the employee may use: (i) up to 40 hours from the Extended Illness Bank per calendar year, provided the employee submits a doctor's note certifying that the employee is unable to

work due to the employee's own serious illness; and (ii) all hours in the employee's Extended Illness Bank when the employee is unable to work due to cancer or other life-threatening illness.

(e) Up to one-half (1/2) of an employee's annual paid sick leave per year may be utilized as family care days where the employee must be absent to care for an ill family member (child, spouse, or parent) in accordance with state law. Employees may also utilize this benefit for purposes of family care leave under the applicable federal and state laws.

(f) Sick leave shall be integrated with the California State Disability Insurance and Workers' Compensation benefits. When taking leave under the Family and Medical Leave Act for their own injury or illness, employees shall be required to utilize any available sick leave before taking leave on an unpaid basis.

(g) The Employer may require reasonable proof involving the use of sick leave. The Employer may, in its discretion, decline to pay sick leave for time missed within two (2) weeks of the effective date of a voluntary termination.

(h) If the Employer implements a program in which unrepresented employees retiring from the Employer receive all or a portion of their accrued sick leave, the program shall be offered to bargaining unit employees also.

#### Section 2. Unpaid Medical Leave of Absence.

(a) The Employer shall comply with all provisions of the Family and Medical Leave Act and California law regarding medical leaves. The Employer also, at its discretion, may grant additional leave under this provision and will consider doing so if the employee is disabled by cancer or other life-threatening illness.

(b) Benefits accumulated prior to leave of absence without pay shall be retained but will not continue to accrue during such leave.

#### Section 3. Bereavement Leave.

(a) Up to twenty-four hours of paid bereavement leave shall be granted in case of death in the employee's immediate family.

Out of the area bereavement leave of up to sixteen additional paid hours shall be granted when the home or place of burial of the decedent is over five hundred (500) miles distance from the employee's home, provided that the employee shall be required to first use one (1) day of available vacation, holiday time, or family care days under Article X, Section 1(a)(3)(iv) for each of the additional bereavement days granted.

(ii) Immediate family is defined as: spouse, grandparent, parent or step-parent, children, stepchildren, grandchildren, brother, sister, sister-in-law, brother-in-law, mother-or father-in-law, domestic partner if registered with the Employer's benefit programs, or any other relative as determined by the Vice President of Human Resources or designee as

having had a longtime close family association with the employee, to the extent of falling within the intent of this policy.

(iii) All hours of paid bereavement leave provided above shall be prorated by FTE.

(iv) Nothing in this section shall preclude an employee from taking time off surrounding a funeral pursuant to other provisions of this Agreement. Such time off shall not be unreasonably withheld.

#### Section 4. Military Leave.

(a) Employees who are members of Reserve components of the Armed Forces or National Guard will be granted time-off to attend periodic drills, training camps, and/or other required service, in accordance with Federal law in effect at the time.

(b) Employees required to attend compulsory military reserve training will receive the difference between the amount of pay received from the Federal government and that which they would have received had they worked.

(c) Whenever possible, employees should provide advance notice and supporting documentation for such leaves.

(d) At the conclusion of the employee's Military Leave, the Employer will reinstate the employee reinstatement rights of applicable law.

#### Section 5. Jury Duty.

(a) Employees covered by this Agreement shall be covered by the Employer's Jury Duty Policy. Any changes to that policy that apply to non-bargaining unit employees shall be extended to employees covered by this Agreement without further discussion between the parties. In all circumstances, employees shall be permitted to use vacation time or unpaid time, at the employee's option, during leave for jury duty.

(b) The Employer reserves the right to file a request for the Employee's exemption from jury duty when it is determined by the Employer that the employees' absence would create a hardship.

Section 6. Business Absence. When the employer requires attendance of an employee at any conference, institute, or course, business expenses in connection with such meeting shall be paid by the Employer in accordance with City of Hope policy.

Section 7. Personal Business. Leaves of absence without pay may be granted employees for personal reasons with the approval of the department head, providing a request is made 48 hours in advance, and such leaves do not interfere with the efficient functioning of the organization. Seniority shall be retained during such leaves, but seniority and benefits will not accrue during such leaves.

Section 8. Parental Leave for School Visits.

(a) Employees who are parents or custodial guardians or grandparents of one or more children in grades K through 12 shall be entitled to take up to forty (40) hours each school year, not exceeding eight (8) hours per calendar month, to participate in activities of the school for the child in accordance with and subject to the conditions and requirements of applicable state law.

(b) The employee must give as much advance notice as practicable of a planned absence to the Employer prior to taking time off.

(c) The Employer will review and grant such requests as it does other requests for time off, taking into account, among other things, the operational needs in the employee's Department. Recognizing the importance of the request, the Employer will not arbitrarily deny requests for Parental Leave for School Visits.

(d) If both parents of a child are employed by Employer, the leave referenced above shall apply to the first parent who gives notice to his or her supervisor. The other parent must obtain prior approval from his/her supervisor to take simultaneous time off.

(e) The employee shall utilize existing vacation, holiday, or unpaid time for such absence, at the employee's option. The Employer may request documentation from the employee to confirm attendance.

**ARTICLE XI. - VACATIONS WITH PAY**

Section 1. Accrual. Employees accrue vacation time according to the following schedule:

(a) First through twenty-fourth month, vacation time accrues at 3.077 hours per pay period.

Twenty-fifth through forty-eighth month, vacation time accrues at 4.615 hours per pay period.

(ii) Forty-ninth month and thereafter, vacation time accrues at 6.154 hours per pay period.

Section 2. Maximum Accrual. The maximum limit on accrual of vacation for employees is four hundred and eighty (480) hours. Effective the first pay period starting after January 1, 2017, the maximum limit on accrual of vacation for employees shall be twice the amount of vacation the employee would accrue in a one year period at the applicable rate.

Section 3. Payment Upon Termination. At termination of employment, employees shall receive payment on a pro rata basis for all accrued vacation time earned but not taken within the limits of maximum accrual.



Section 4. Scheduling/Cancellation of Vacations. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. The Employer shall respond reasonably promptly to employees' requests for specific vacation time, and such requests shall not be unreasonably denied. Seniority shall be given full consideration in scheduling vacations, provided the employee's absence does not create a staffing hardship or disrupt the orderly and efficient continuation of departmental operations. Each department shall establish procedures for reviewing and approving requests for vacation time from unit employees. An employee need not have already accrued the needed time to schedule a vacation, only if it is expected that the employee will have accrued and unused sufficient time by the start of the scheduled vacation. If an employee's approved vacation is cancelled or altered without the consent of the employee, such decision shall be reviewed by the Vice President of Human Resources or designee. If the cancellation or alteration results in a verifiable monetary loss to the employee that the employee has made diligent efforts to avoid, the Employer shall reimburse the employee for such loss. If an employee will not have sufficient time accrued by the start of a scheduled vacation, the Employer may cancel the vacation without being responsible for any monetary loss.

Section 5. Illness or Accident During Vacation. If an employee suffers an illness requiring a doctor's visit, disabling accident or is hospitalized while on vacation, the employee may convert vacation time to sick leave provided the employee has accrued unused sick leave. The employee shall retain vacation time off for days spent so disabled and such vacation time shall be rescheduled in accordance with Section 5 above. The Employer may require reasonable proof for the use of sick leave to convert such vacation time.

## **ARTICLE XII. - GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1. Grievance Procedure. Any grievance arising under the terms of this Agreement shall be addressed as follows:

Unless the grievance concerns formal disciplinary action, the employee shall first engage in a direct discussion with his or her supervisor to attempt to resolve the dispute. Upon request of the employee or supervisor, a union steward may participate in the discussion. This requirement must be satisfied before a written grievance is submitted at Step 1, and any subsequently filed written grievance must identify the date of such discussion.

If the discussion above does not resolve the issue informally, or in the case of formal disciplinary action, all grievances arising under the terms of this Agreement shall be resolved through the following procedure:

Step 1 — The Union shall file the grievance in writing with the manager immediately above the employee's supervisor or with Human Resources within ten (10) calendar days after the event giving rise to the grievance. A meeting shall be held within seven (7) calendar days after the grievance is submitted. The meeting shall be attended by the employee, the manager, and a union steward if requested by the employee. Provided it is not considered standard practice, and provided the Union provides prior notice to Human Resources, when a steward cannot participate soon enough to promptly meet the contractual

timelines, a Union Staff Representative may be present in lieu of a steward. No other persons shall attend the meeting without mutual agreement of the manager and employee. The manager shall respond to the grievance in writing within seven (7) calendar days after the Step 1 meeting.

Step 2 — If the response does not bring about settlement, the Union may file a written appeal to the Vice President of Human Resources or designee no later than seven (7) calendar days after the response at Step 1, or if there is no response, no later than fourteen (14) calendar days after submission of the appeal at Step I. A meeting shall be held, within seven (7) calendar days after the appeal to Step 2. The meeting shall be attended by the Vice President of Human Resources or designee, the manager or designee, the Union Staff Representative, and the employee. One Union steward may attend upon request of the Union Staff Representative, and one Human Resources representative may attend upon request of the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall respond in writing within fourteen (14) calendar days of the Step 2 meeting or any other agreed-upon conference held with respect to the grievance, whichever is later.

Step 3 Arbitration — If the grievance is not resolved at Step 2, the Union may, within seven (7) calendar days of the receipt of the Step 2 response, or in the absence of a Step 2 response no later than twenty-eight (28) calendar days from submission of the appeal to Step 2, appeal the matter to arbitration. An arbitrator shall be selected from the below list of arbitrators within ten (10) calendar days from the date of receipt of the appeal to arbitration. The arbitrator shall be selected by the alternative striking of names appearing on the above-referenced list until one (1) remains. The arbitrator shall have no power to alter, amend, change, add to, subtract from, or modify any of the provisions of this Agreement, but shall only determine whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties, and shall be final and binding. The fee of the arbitrator shall be borne equally by the Employer and the Union, and other expenses such as expert witness fees, court reporters, and attorneys' fees, shall be borne by the party requesting same.

Section 2. Termination. Any grievance relating to a discharge or layoff will be considered initially at Step 2, and must be filed in writing to the Vice President of Human Resources or designee within seven (7) calendar days from the date of discharge or layoff; otherwise such grievance shall be waived.

Section 3. Time Limits. All grievances, appeals, and requests for arbitration not filed with the employer within the time limits specified in this article shall be barred for all purposes, unless extended or waived by mutual agreement in writing. If the employer does not meet or respond timely in any step, unless extended or waived by mutual agreement in writing, the union or employee at their option may move the grievance to the next step. The union or employee must move the grievance to the next step before the end of the time period outlined in each step unless extended or waived by mutual agreement in writing.

Section 4. List of Arbitrators:

R. Douglas Collins

Michael Prihar

Chester Brisco

Mark Burstein

In the event that one of the above named arbitrators retires or otherwise becomes unavailable to serve, the parties shall select a replacement by choosing an arbitrator from a list of 11 arbitrators who practice in Southern California provided by the Federal Mediation and Conciliation Service.

Section 5. General Grievances. Nothing in this provision shall exclude the Union at any time from presenting or representing a general grievance affecting employees.

### **ARTICLE XIII. - JOB EXPENSE**

Section 1. Transportation Expenses. The Employer shall reimburse employees for the authorized use of their cars for the business of the Employer at the IRS rate, and for parking and tolls necessarily incurred as the result. If mileage is incurred in place of the employee's normal commute, the Employer shall reimburse only for the additional mileage required. If the Employer offers to provide airfare and the employee chooses to drive, the Employer's obligation to reimburse shall be the least expensive of the alternatives (which shall consider parking costs of both alternatives).

Section 2. Food Expenses. Employees attending meetings at the Employer's request shall be reimbursed according to the Employer's policies

Section 3. Business Expenses. All expenses incurred on authorized business trips shall be reimbursed to the employees according to existing schedules.

Section 4. Traffic Expenses. Expenses incurred as a result of receiving a traffic citation while on Employer business and using an Employer vehicle, shall be paid by the Employer provided the citation was due to circumstances over which the employee had no control, e.g., late or inappropriate vehicle registration, vehicular failure. Otherwise, the employee (driver) shall be fully responsible for all such expenses.

### **ARTICLE XIV. - UNION REPRESENTATIVES**

Section 1. Union Visitation. Representatives of the Union shall be permitted to visit all properties wherein employees covered under this Agreement are working to assist in the adjustment of grievances and to attend meetings with the Employer. Where possible, Union Representatives shall advise the Vice President of Human Resources, or his/her designee, at least twenty-four (24) hours in advance of the visit of the time and purpose of the visit. If twenty-four hours' notice is not possible, the Union will provide as much notice as is possible.

Section 2. Union Stewards. The Employer agrees to recognize Union stewards duly appointed by the Union. The Union will notify the Employer of the names of all duly appointed stewards. A steward's duty on behalf of the Union shall not interfere with the work assignment of the steward or other employees. Union stewards shall perform their duties on behalf of the Union during off-duty time except that Union stewards shall be permitted reasonable time from their work without loss of pay to attend scheduled grievance meetings with management or disciplinary meetings with management at the request of employees. Union stewards shall make arrangements with their immediate supervisor before leaving their immediate work area. Such approval will not be unreasonably withheld. Reasonable time off without pay may be granted for Union business with reasonable advance notice to the supervisor, provided that there is no material effect on the completion of the steward's normal workload or on the efficient operations of the department.

Section 3. Steward Training Leave. Upon at least two (2) weeks' written notice from the Union, and absent unusual business circumstances, the Employer will release no more than six (6) Shop Stewards for one (1) day each calendar year to attend the Union's steward training seminar. The Union's notice shall provide the date, time, and location of the seminar and the proposed attendees. The Employer shall pay the released Stewards their regular straight time rate for their scheduled hours for the day, if any. The Employer shall not be obligated to pay any expenses of the employees for travel to or attendance at the seminar.

## **ARTICLE XV. - STRIKES AND LOCKOUTS**

Section 1. No Lockouts. The Employer agrees that during the term of this Agreement it will not engage in any lockout of its employees covered by this agreement.

Section 2. No Strikes. During the term of this agreement, there shall be no strikes, sitdowns, work stoppages, picketing, sick-ins, corporate campaigns, or any other forms of action that restrict, interfere or interrupt the Employer's operations, services to its patients or deliveries. No employee shall participate in any such conduct, for themselves or in support or sympathy with any other group of employees or labor organizations. The Union agrees that neither it nor its officers or agents will engage in, cause, encourage, permit, condone or sanction any such conduct. Furthermore, the Union agrees that in the event there is any violation of this Section 2. of this Article XV of this agreement, it will forthwith order all employees to return to work immediately. It is recognized that the Company has the right to take disciplinary action, including discharge, against any employee who is responsible for or who participates in a breach of this Section 2 of this Article XV of this agreement, whether or not the Union gives a notice provided in this section. It is agreed that such action on the part of the Company shall be final and binding and shall in no case be construed as a violation by the Company of any provision of this agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such violation may be subject to the grievance procedure and/or arbitration.

Section 3. Remedy. In the event of a violation of this Article XV of this agreement, the aggrieved Employer or the aggrieved Union shall have the right to appropriate judicial remedies, including but not limited to temporary restraining order, injunction, monetary

damages and/or other relief without resorting to the grievance and arbitration procedure set forth in Article XII of this Agreement.

## **ARTICLE XVI - HEALTH, DENTAL AND LIFE INSURANCE PROVISIONS**

### Section 1. Flexible Benefit Program.

(a) Eligible employees will be covered by the Employer's flexible benefit program. Employees shall elect their benefits under the plan during the open enrollment period each year.

(b) During the term of the Agreement, the Employer will continue to provide a sufficient employer contribution to each eligible full-time employee to purchase employee-only medical and dental insurance under the most expensive plan the Employer elects to offer, less sixty-one dollars and sixty-four cents (\$61.64) per pay period in 2019. For plan years after 2019, employees shall make the same contribution for medical and dental insurance as unrepresented employees of the Employer, provided that the cost to the employee of the most expensive employee-only medical and dental plan shall not increase over the 2019 rate more than thirty-six dollars (\$36.00) through the remainder of this Agreement. The Employer will provide, at no cost to the employee, AD&D insurance of \$60,000 or one times based salary, whichever is greater. The Employer will include unit employees in its Short Term Disability and Long Term Disability programs.

(c) Part-time employees shall be eligible for coverage under the Employer's plans, but the Employer shall only be required to pay the portion of the premium contribution set forth in Article III, Section 8. The employee shall pay the remaining portion of the premium. For purposes of this section only, an approved leave of absence or change in status shall not alter the employee's hire date.

## **ARTICLE XVII. - RETIREMENT PLAN**

The Employer agrees to provide City of Hope's 401(a) retirement plan to eligible employees upon the completion of one year of continuous service. The Employer's contributions shall be based on the employee's length of service and monthly base pay as follows:

(a) Under five (5) years of service: 2% of monthly base pay up to the Social Security Wage Base ("SSWB"), plus 4% of monthly base pay above the SSWB.

(b) Five years or more of continuous service: 6% of monthly base pay up to the SSWB, plus 10% of monthly base pay above SSWB.

The employee shall be vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Under 2 years	0%
2 years	25%

3 years	50%
4 years	75%
5 years	100%

**ARTICLE XVIII. - GENERAL PROVISIONS**

Section 1. Maintenance of Wages. No wages shall be lowered as a result of this agreement.

Section 2. Safe Equipment. The Employer shall provide safe and proper equipment for the use of the employees.

Section 3. Accrual Records. Accrual records for vacation and sick leave shall be made available to employees on request.

Section 4. Parking. The Employer shall provide parking for bargaining unit employees under the same terms and conditions as other employees at the respective facility in which the employees work. The Employer may enforce reasonable rules regarding its parking facilities.

Section 5. Uniforms. Employees required to wear uniforms in the performance of their job duties shall have uniforms furnished and maintained as follows: New full-time employees will be issued not less than five (5) uniforms (tops and bottoms). If a coat is required as part of a uniform, the Employer shall provide no less than two (2) coats. Effective August 1, 2014, the Employer will provide no less than three (3) coats. Up to two (2) uniforms and up to one (1) coat (if required as part of uniform) will be replaced each year as necessary for normal wear and tear.

Section 6. Testing of Applicants. The Employer reserves the right to test applicants for employment for drug and/or alcohol use. The Employer also reserves the right to test employees for drug and/or alcohol use when the Employer has a reasonable suspicion that the employee is under the influence of drugs or alcohol during work time.

Section 7. Tuition Reimbursement. Bargaining unit employees shall be eligible for the Employer's Tuition Reimbursement policy on the same terms and conditions as non-unit hourly employees. The Employer shall have the right to modify its policy unilaterally as long as such terms are applied equally to unit and non-unit employees.

Section 8. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior agreements, arrangements, and understandings.

Section 9. Changes to Time Off Benefits. This Agreement currently provides the same vacation, sick leave, and holiday benefits to employees as the Employer provides to its employees not represented by unions. If City of Hope modifies its vacation, sick leave, or

holiday benefits for unrepresented employees, the Union agrees to reopen this Agreement and to meet-and-confer over such proposed changes. Any changes shall be subject to mutual agreement.

Section 10. Health Insurance Reform. If current or future national or state health insurance reform legislation affects the Employer's benefit plans or the Employer becomes subject to an excise tax or other penalty under law, upon request from the Employer, the parties will reopen this Agreement with respect to the Employer's affected benefit plans and bargain regarding any changes to the provisions of this Agreement. Such reopener shall be limited to health care coverage only.

Section 11. Assignment of Duties. In the course of providing safe, therapeutic and effective care and service to its patients, visitors, and families, the parties understand that bargaining unit employees and employees in other bargaining units may perform the same tasks. Where such overlap exists and will not result in a loss of hours, pay, jobs, or duties for the bargaining unit, the Employer may assign employees of either bargaining unit to perform those duties. Such overlap shall not be used as evidence of either expansion or reduction in the bargaining unit's jurisdiction. In circumstances where an impact on hours, pay, jobs, or duties occurs, the parties shall maintain their other legal or contractual rights.

Section 12. New Technology. The Employer and Union recognize that information systems and technological developments continue to advance in the medical field and may affect employees covered by this Agreement. If the Employer requires bargaining unit employees to use new technology, it will advise the Union and unit members prior to implementation and provide the Union with an opportunity to learn about and provide input regarding employees' use of the technology, and will provide training to the affected employees. Nothing in this paragraph shall be a waiver of the Union's right to bargain about the impact on bargaining unit employees of the new technology.

## **ARTICLE XIX. — PER DIEM EMPLOYEES**

Section 1. Per Diem Employees Defined. An employee in the classifications included within the bargaining unit may be employed in a per diem status. Such employees may be on call on a daily basis, or scheduled on a regular basis in accordance with the terms and conditions of employment mutually agreed upon by the employee and the Employer. Employees do not accrue seniority for any purpose while in per diem status.

Section 2. Scheduling. Per Diem employees shall:

(a) Receive at least two (2) hours' notice of cancellation, or two (2) hours' pay in lieu of such notice;

(b) Submit their schedule of availability to their supervisor two (2) weeks prior to the posted schedule. Such schedule shall include at least four shifts per calendar month for which the employee is available. The Employer shall have no obligation to schedule the per diem employee, nor shall the use of per diem employees reduce or eliminate regularly

scheduled employees Once an employee is scheduled pursuant to the availability provided, the employee must work the scheduled shifts. Failure to work a scheduled shift or provide sufficient availability shall subject the employee to adverse consequences, as determined by the Employer.

Section 3. Benefits and Provisions. Employees in per diem status shall be covered by only the following benefits and provisions of the parties' collective bargaining agreement:

- (a) Continuing and in-service education programs available on the same basis as to other employees;
- (b) All per diem employees must comply with Article II; Union security, Dues deduction, Equal Employment and Indemnification;
- (c) Legal holiday premium pay;
- (d) Per diem employees shall be paid at the midpoint of the applicable range;
- (e) Article VIII — Hours of Work, Section 4-Rest Periods;
- (f) Article VIII, Section 6 (Shift Differential)
- (g) Article VIII, Section 9 (Weekend Premium).
- (h) Article XII — Grievance and Arbitration Procedure (as to alleged violations of this per diem Memorandum of Understanding only);
- (i) Article XV — Strikes and Lockouts;
- (j) Article XVIII — General Provisions;

Section 4. Transfer of Status.

(a) Per diem employees may apply for posted vacant regular staff positions, and shall transfer upon the approval of the Employer.

(b) When a regular employee is transferred to the per diem status, the following provisions shall apply:

(i) Unused accrued vacation and holiday time shall be paid to the employee upon transfer to per diem status.

(ii) Unused accrued sick leave accumulated prior to transfer to per diem status shall be frozen during the period of per diem status. If, at a future time, the employee transfers from per diem status to regular status, the frozen accrual amount shall be available for use, subject to the appropriate provisions of the collective bargaining agreement. Any frozen sick leave shall not be payable at time of termination.



Section 5. Insurance. COBRA rights apply upon transfer to per diem status. If, at a future time, the employee transfers from per diem status to regular status, the employee shall be treated as a new hire with respect to benefit status and eligibility.

#### **ARTICLE XX. - BILINGUAL DIFFERENTIAL**

Bargaining unit employees shall be eligible for the Employer's Bilingual Differential program on the same terms and conditions as non-unit employees of the Employer. The Employer may make changes to its Bilingual Differential program in its discretion, as long as such changes are applied equally to unit and non-unit employees. The bilingual differential shall be no less than fifty-five dollars (\$55) per month. Employees who are not paid a bilingual differential shall have the right to refuse to provide bilingual services.

#### **ARTICLE XXI. - DURATION OF AGREEMENT**

The terms and conditions of this agreement shall continue in full force and effect for a term of three years, commencing on August 1, 2019 through July 31, 2022, and thereafter on a year to year basis. Either party hereto may terminate this agreement upon the completion of a full three year term by giving the other party written notice of its desire to terminate at least ninety (90) days prior to July 31, 2019. If this agreement is permitted to continue beyond July 31, 2022, then either party hereto may terminate this agreement by giving the other party written notice of its desire to terminate at least ninety (90) days prior to any annual anniversary date thereafter.

#### **ARTICLE XXII. - MANAGEMENT RIGHTS**

Except as specifically limited by provision in this Agreement, the Employer retains all rights and authority to direct, manage and control its business and operations. Such rights and authority retained by the Employer include, but are not limited to, the right to direct the work of its employees; to determine the times and hours of operations; to determine the kinds and levels of services to be provided and the means of providing them; to discontinue work or services; to select the equipment used by employees; to determine staffing patterns; to determine the classifications and number of personnel required; to specify and assign work requirements, work schedules and overtime; to schedule and change working hours, shifts and days off; to establish and change work rules and safety rules and penalties for violation thereof; to create, change, combine and abolish jobs, departments or facilities in whole or in part subject to applicable licensing requirements; to modify job descriptions; to build, move, modify or relocate facilities and work performed therein; to establish budget procedures and determine budgetary allocations; to subcontract work, provided the Union is given reasonable notice and an opportunity to discuss the effects of such action on bargaining unit employees; to assign work and decide which employees are qualified to perform work; to hire, classify, assign, transfer, evaluate, demote, promote, layoff, and recall employees; to discipline, suspend and terminate employees for cause; to maintain the discipline and efficiency of employees; and to take action on any matter in the event of an emergency.

**ARTICLE XXIII. — UNION AND EMPLOYEE OBLIGATIONS**

Union and its members agree that they will:

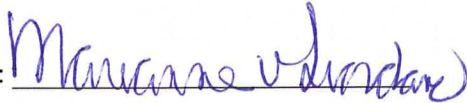
1. Cooperate to maintain standards of workmanship and job performance.
2. Cooperate with the Employer in maintaining efficiency and discipline, and avoiding tardiness, absenteeism and waste of time.
3. Cooperate to keep at a minimum, the time devoted by stewards and members of the Union in handling grievances.
4. Not solicit union members, union dues, or engage in other union activities when such activity unreasonably interferes with patient care or assigned duties.
5. Comply with all rules, regulations and policies promulgated by the Employer not inconsistent with the terms of this Agreement.

CITY OF HOPE NATIONAL  
MEDICAL CENTER

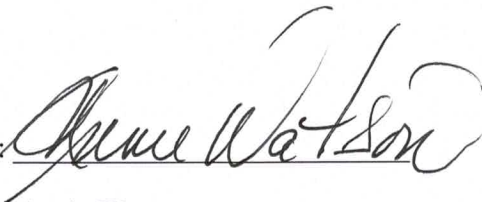
By: 

Kety Duron  
Chief Human Resources  
and Diversity Officer

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 30 AFL-CIO, CLC

By: 

Marianne Giordano  
Executive Director/CFO

By: 

Annie Watson  
Negotiating Committee

By: 

Annette Baxter  
Director Member Services

## MEMORANDUM OF UNDERSTANDING

City of Hope National Medical Center (the "Employer") and Office and Professional Employees International Union, Local 30 (the "Union"), in order to provide more clarity to certain layoff processes, enter into this Memorandum of Understanding. The parties agree as follows:

1. The seniority/layoff provisions in Article IV of the CBA will be interpreted as follows:
  - a. When layoffs within the bargaining unit are caused by outsourcing, employees will be entitled to the contractual severance pay upon:
    - i. The last date of their employment as determined by the Employer; or
    - ii. The effective date of the employee's resignation, if such resignation is tendered after the employee receives an individual notice of layoff, regardless of whether the employee has bumping rights.  
Notwithstanding the foregoing, the employee shall not receive severance pay upon a resignation if either (a) the employee has notified the Employer of his/her intent to exercise bumping rights, and a position resulting from such bumping has been identified for the employee; (b) the employee has notified the Employer of his/her interest in an open position and the Employer has made an offer of such position to the employee; or (c) the Employer offers a bonus for unit employees to stay until the last date of employment, and the Union has agreed to the "stay bonus" program. Except as specified above, a resignation shall continue to be treated as a resignation for all purposes under the CBA.
  - b. Employees who have received individual notice of layoff shall be given interviews and considered, upon request, for vacant positions within the bargaining unit. The Employer retains the ultimate right to select among candidates for open positions, consistent with Article IV, Section 4 of the CBA. If such an employee is selected for a vacant position, the employee may not exercise his/her bumping rights. Employees transferring to new positions under this provision shall be subject to the trial period described in Article IV, Section 5 of the CBA, and if they fail, shall be subject to layoff under the original terms.
  - c. The Employer and the Union both desire to make sure that employees are fully informed of their rights in the event of layoff. When the Employer has notified the Union of its intent to outsource a unit function, and such outsourcing will result in the layoff of employees, the Employer and the Union will meet and confer to discuss the possibilities regarding bumping rights and open positions. The Employer shall not be required to delay any planned action based on such discussions, and it is the intent of both parties

to hold such discussions in sufficient time to allow employees to make informed choices.

CITY OF HOPE NATIONAL  
MEDICAL CENTER

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 30 AFL-CIO, CLC

By: [Handwritten Signature]

By: [Handwritten Signature]

Date: \_\_\_\_\_

Date: 1/13/20

**MEMORANDUM OF AGREEMENT FOR CHANGE OF JOBS  
PURSUANT TO ARTICLE XXI – MANAGEMENT RIGHTS**

1. The parties recognize the right of management to “create, change, combine, and abolish jobs”, Article XXI (“Management Rights”), and the Union’s right to bargain over the impact of such changes. The parties agree to the following process in the event of any such changes:
  - a. If the Employer chooses to create jobs across bargaining units, it will provide sixty (60) days’ notice to the Union.
    - i. At the request of the Union, the parties shall meet and bargain over the impact of such decision and in which bargaining unit the newly created job may be placed.
    - ii. The bargaining shall commence no later than thirty (30) days of the notice by the employer:
  - b. The employees in the affected jobs from all units shall be given first preference for any newly created jobs based upon the factors identified in their respective collective bargaining agreements, including seniority.
  - c. If the seniority is calculated differently in the respective bargaining units, company seniority (length of service at City of Hope) shall be used.
  - d. Employees shall carry their seniority with them into the merged job, regardless of the eventual unit placement of the job.
  - e. Failing to reach an agreement within thirty (30) days of the bargaining meeting, the employer will decide in which bargaining unit the job will be placed.
2. The union shall have the right to seek resolution to any dispute over unit placement at the NLRB but such avenue shall not delay the decision reached by management about unit placement.

**MEMORANDUM OF AGREEMENT FOR  
NEW EMPLOYEE TRAINING SPOT BONUSES**

Recognizing the additional tasks associated with training new employees, the parties agree to the following:

- Within 30 days following execution of this Agreement, representatives for the Union and the Employer will begin meeting to establish the guidelines for, among other things:
  - the criteria for employee eligibility to serve as New Employee Trainers,
  - the tasks that New Employee Trainers may be assigned,
  - how the Employer will assign employees to serve as New Employee Trainers, and
  - how serving as a New Employee Trainer may impact the employees' evaluation and overall rating.
- Employees who perform the tasks set forth in the guidelines will receive a spot bonus commensurate with the time spent training any new employee.
- The spot bonus will be paid as soon as administratively possible.
- New employee training shall not include cross-training.

For the Employer

For the Union

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Date

1/13/20

City of Hope  
Local 30 Classification and Pay Ranges  
Effective the first pay period starting on or after 10/1/2019

Local 30 Classification Listing	JOB CODE	GRADE	Range			Per Diem Rate
			MIN	MID	MAX	
ACCOUNTING CLERK II	8045	OP 37	19.607	23.528	27.450	
ACCOUNTING CLERK III	8050	OP 38	20.194	24.233	28.272	
ACCOUNTING CLERK IV	8055	OP 39	20.799	24.959	29.119	
ADMINISTRATIVE SUPPORT	8090	OP 17	21.804	26.165	30.526	
ADMINISTRATIVE SUPPORT LEAD	8089	OP 19	23.129	27.755	32.381	
ADMITTING SPECIALIST	8059	OP 16	21.165	25.398	29.632	
BMT BILLER	8058	OP 17	21.804	26.165	30.526	
BMT COLLECTOR	8057	OP 17	21.804	26.165	30.526	
CAMPAIGN ASSISTANT	8945	OP 23	26.034	31.241	36.448	
CANCER REGISTRAR	8880	OP 28	30.178	36.214	42.249	
CERTIFIED CODER	8048	OP 33	34.987	41.985	48.982	
CERTIFIED CODER TRAINEE	8081	OP 25	27.618	33.142	38.666	
CLERICAL SPECIALIST I	8060	OP 13	19.373	23.247	27.122	
CLERICAL SPECIALIST II	8065	OP 14	19.953	23.943	27.934	23.943
CLERICAL SPECIALIST III	8070	OP 17	21.804	26.165	30.526	
CLERK I	8010	OP 09	17.211	20.653	24.096	
CLERK II	8020	OP 10	17.726	21.272	24.817	
CLERK III	8030	OP 11	18.259	21.911	25.563	
CLINICAL DOCUMENTATION SPECIALIST	8067	OP 36	38.231	45.877	53.523	
COLLECTOR	8095	OP 15	20.550	24.660	28.770	
CONTACT CENTER REP II	8056	OP 13	19.373	23.247	27.122	
CONTACT CENTER REP III	8038	OP 17	21.804	26.165	30.526	
CUSTOMER SERVICE REP	8100	OP 15	20.550	24.660	28.770	
FINANCIAL ASSISTANCE SPECIALIST	1178	OP 20	23.820	28.584	33.348	
FINANCIAL COUNSELOR	8054	OP 20	23.820	28.584	33.348	
FINANCIAL CLEARANCE SPECIALIST	1172	OP 16	21.165	25.398	29.632	
FINANCIAL SPECIALIST-PATIENT BUS SERV	8073	OP 23	26.034	31.241	36.448	
GIFT ADMINISTRATION SPECIALIST	8035	OP 14	19.953	23.943	27.934	
HEALTH INFORMATION SPECIALIST II	8052	OP 15	20.550	24.660	28.770	
HEALTH INFORMATION SPECIALIST III	8053	OP 18	22.453	26.944	31.434	
HEALTH INFORMATION LEAD	8034	OP 20	23.820	28.584	33.348	
INFORMATION CLERK	805	OP 08	16.709	20.051	23.392	
LEAD CALL CENTER SPECIALIST	8071	OP 18	22.453	26.944	31.434	
LEAD CLERICAL SPECIALIST	8069	OP 18	22.453	26.944	31.434	
LEAD SCHEDULER	8902	OP 17	21.804	26.165	30.526	
LEAD SURGERY SCHEDULER	8904	OP 18	22.453	26.944	31.434	
LEAD,PATIENT BILLER SERVICES/FINANCIAL SUPPORT SERVICES	8102	OP 20	23.820	28.584	33.348	
LIBRARY ASSISTANT I	4741	OP 13	19.373	23.247	27.122	

City of Hope  
 Local 30 Classification and Pay Ranges  
 Effective the first pay period starting on or after 10/1/2019

Local 30 Classification Listing	JOB CODE	GRADE	Range			Per Diem Rate
			MIN	MID	MAX	
LIBRARY ASSISTANT II	4742	OP 17	21.804	26.165	30.526	
LIBRARY ASSISTANT III	4743	OP 21	24.539	29.447	34.354	
MARROW DONOR FINANCIAL SPECIALIST	8075	OP 23	26.034	31.241	36.448	
NEW PATIENT SPECIALIST I	8047	OP 12	18.808	22.569	26.331	
NEW PATIENT SPECIALIST II	8039	OP 13	19.373	23.247	27.122	
PATIENT REFERRAL SPECIALIST III	8046	OP 16	21.165	25.398	29.632	
PATIENT ACCESS REP III	8082	OP 17	21.804	26.165	30.526	26.165
PATIENT ACCESS REP LEAD	8131	OP 18	22.453	26.944	31.434	
PRE-CERTIFICATION SPECIALIST	8044	OP 18	22.453	26.944	31.434	
REFERRAL SPECIALIST	8043	OP 18	22.453	26.944	31.434	
RESOURCE CENTER NAVIGATOR	5372	OP 20	23.820	28.584	33.348	
SCHEDULER	8901	OP 16	21.165	25.398	29.632	
SECRETARY	8085	OP 14	19.953	23.943	27.934	
SELF-PAY FOLLOW UP REP	8042	OP 17	21.804	26.165	30.526	
SENIOR ADMINISTRATIVE SUPPORT	8892	OP 18	22.453	26.944	31.434	
SENIOR BILLER	8101	OP 17	21.804	26.165	30.526	
SENIOR CASH POSTING SPECIALIST	8041	OP 17	21.804	26.165	30.526	
SENIOR COLLECTOR	8096	OP 17	21.804	26.165	30.526	
SENIOR HLA ADMINISTRATION SUPPORT	6684	OP 20	23.820	28.584	33.348	
SHARED RESOURCES BILLING CLERK	8103	OP 14	19.953	23.943	27.934	
STAFFING SPECIALIST	8079	OP 17	21.804	26.165	30.526	26.165
SURGERY SCHEDULER	8903	OP 17	21.804	26.165	30.526	
THERAPEUTIC ROOM ASSISTANT	8881	OP 16	21.165	25.398	29.632	

**Longevity**

10-year Longevity Pay: \$0.25

15-year Longevity Pay: \$0.15 additional

20-year Longevity Pay: \$0.10 additional