

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HOPE NATIONAL MEDICAL CENTER

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL 30, AFL-CIO



AUGUST 1, 2025 THROUGH JULY 31, 2028

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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 "W". 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 15th day of suspension. The Employer shall not be obligated to take any action that conflicts with State or Federal laws.

Section 3. Creation of New Classifications.

This agreement shall also apply to any classification(s) created during the term of this agreement that fall within the scope of duties now performed by bargaining unit employees which may be established within the scope of duties now included within a covered bargaining unit.

Section 4. 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 5. 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 6. 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 7. 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 8. 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, they will do so on their own time.

Section 9. 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.
- (b) Management will provide the Union with a list of subcontracted workers, who are working in a Union classification, on a quarterly basis. Upon request the Employer will provide the Union with a list of subcontracted workers in a particular department, who are performing bargaining unit work. Union requests shall be limited to once per quarter.

Section 10. 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, marital status, domestic partner, military status, veteran status, military caregiver, 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 11. 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) Salary range increases: Salary range increases will take place according to the following schedule, and shall go into effect on the first pay period starting on or after October 1st of each year:

Wage range increase in year 1	Wage range increase in year 2	Wage range increase in year 3
3.5%	3.5%	3.5%

(b) Merit Increases: Annual adjustments to employees' wages to reflect their performance rating will take place as usual, according to the following schedule, and shall go into effect on the first pay period starting on or after October 1st of each year:

	Year 1	Year 2	Year 3
Exceeds Expectations	5.00 %	4.50 %	4.00 %
Meets Expectations	4.50 %	4.00 %	3.50%
Does Not Meet Expectations	0%	0%	0%

Section 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."
- (c) The Employer shall provide the Union with the evaluation form for each department, and classification, annually upon request.
- (d) Upon completion of the annual evaluation process and Merit Wage increases, upon employee request, the Employer shall identify, in writing, recommended steps to achieve "exceeds expectations" in the next evaluation period.

Section 3. 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 4. Preceptor Pay.

A preceptor is an experienced bargaining unit employee who is selected by the employer and is designated for a specific training for a specific training period. While performing in a preceptor role, the employee shall receive a premium of \$1.75 per hour for all hours spent precepting/training.

Section 5. 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 6. New Hire Pay Rates.

New employees shall start at not less than the minimum rate for their classification. Should an individual employee have a reasonable and specific concern with respect to the equity of their pay, the individual unit member may raise the issue to HR for review. HR will conduct a review of the individual employee's compensation within 30 days, or as soon as reasonably practical, depending on the number of employees under review at the time.

Section 7. 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 8. 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 9. 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). Selection for fill-in work shall be offered within the department of need based on employee skills, qualifications, and the abilities required for work in the higher classification, with consideration given to seniority. If the need for fill-in work cannot be met within the department of need, it shall then be offered outside of the department in the same manner. 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 10. 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 40 hours pay period = no benefits

40-71 hrs/pay period - 0.5 to 0.8 FTE = 70% benefits

72-80 hrs/pay period - 0.9 to 1.08 FTE = 100% benefits

36 or more hours per week = 100% benefits

Section 11. 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.

Seniority shall be equal to total time served except in cases of loss of seniority as set forth in Section 2, below. 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 employee with the lower employee identification number will be considered the more senior for employees with the same date of hire.

Section 2. Loss of Seniority.

An employee's seniority status shall be lost if the employee terminates voluntarily for a period greater than ninety (90) days; 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 they are 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, 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 inline promotions where there is no new FTE, 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 Transfers.

Employees shall not be eligible for promotion before the completion of six (6) months' continuous employment in a department. Employees promoted or transferred within the bargaining unit will be on a trial period for ninety (90) 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.

An employee may elect to return to their former unit classification, or a substantially similar vacant unit position for which they are qualified, within fourteen (14) calendar days from date of transfer or fourteen (14) calendar days from the conclusion of a training/orientation period which will not exceed thirty (30) calendar days in total, without loss of benefits or seniority, and at the same wage

rate of the position from which the employee was promoted or transferred. Depending on availability, the returning employee may or may not return to their previous shift. No employees will be bumped or removed to accommodate a returning employee.

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 their 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 their job classification may exercise seniority rights to displace another employee as follows:
 - i. 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 7. 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 8. Notice of Layoff.

Notice of layoffs 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 9. 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 10. 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 is either recalled, or is rehired into another bargaining unit job classification, within twelve (12) months of layoff will have their 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 11. 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.

Section 12. Additional Layoff Provisions and Processes

(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 their 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 their 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 their 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 make informed choices.

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 they are 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.
- (b) Reduction in Force - An employee who is employed beyond the probationary period and is permanently terminated for retrenchment or reorganization shall receive:
 - i. 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 (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 and Investigatory Meetings Where the Employee is the Subject of Investigation.

An employee shall be offered to request the presence of a steward in a disciplinary meeting with management or an investigatory meeting where the employee is the subject of the investigation. For example, where the employee's presence in the investigatory meeting is not just as a witness to the alleged conduct. Adequate notice of the meeting shall be given to enable the employee to arrange for the steward's presence. Upon request for Union representation, the Employer shall provide the affected employee with a list of stewards to contact. If a steward is not readily available, a Union representative may attend instead. Management shall make every attempt to issue disciplinary action within thirty (30) calendar days from knowledge of the infraction.

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. An employee with active "final warning" discipline shall not be eligible for transfer or promotion. Disciplinary action will be considered "inactive" and tolled during periods of a leave of absence (excluding vacation time, Educational Leave, Bereavement Leave, Military Leave and Parental Leave for School Visits). For example, where an employee took a two-month leave of absence during the 18-month "final warning" active period, the 18-month period will be extended by two months for a total of twenty (20) months.

Employees shall have access to their personnel files for the purpose of reviewing its contents. 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.

The Employer will make every effort to ensure employees are scheduled to have two consecutive days off. The final right to arrange working schedules rests with the employer to ensure staffing and other operational needs do not adversely affect operations.

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 1/2) the employee's regular rate.

The Employer will maintain a single voluntary overtime-seniority list for each department. Full and partial overtime shifts will be offered on a voluntary basis to qualified employees by department and classification, who signed up on the list. When there is a need for overtime in a specific department, overtime will be offered to all employees on the list in writing. When possible, employees will be given a forty-eight (48) hour response window to respond to the overtime request. At minimum, Employees will have a 30- or 60-minute response window, at the department's discretion, to respond to the overtime request. Within the response window, the most senior employee to respond will receive the overtime. The employee that receives the overtime will then move to the bottom of the overtime-seniority list. If no employees respond within the response window, the overtime will be offered on a first-come, first-served basis to all qualified employees, as determined by City of Hope.

If no employee voluntarily accepts overtime, the Employer shall assign the overtime in reverse order of seniority. The Employer will provide the union with a copy of the overtime-seniority list upon request.

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 their 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 they are 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 fifty cents (\$1.50) per hour shall be paid to employees for all hours worked on the evening shift.

- (c) A shift differential of two dollars and fifty cents (\$2.50) 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, they 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 two dollars (\$2.00) 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:
 - i. 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 workdays."
 - ii. 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 departmental work schedule providing for a work schedule of up to 12 hours in a workday within a work week of up to 40 hours. Such agreements must be discussed with the union prior to implementation. All work performed in any workday 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 workday 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 hardship due to the new schedule. The Employer shall notify the union of such changes.

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. Telework agreements shall be shared with the Union.

- (a) Eligibility
 - i. 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.
 - ii. 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.
 - iii. 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. The Employer shall notify the union of any such change.

- iv. Eligibility may vary for different types of work arrangements and may depend on the nature of the employee's particular job, assignment, project, etc.
- v. If an employee is reasonably suspected of calling-out or taking unscheduled time off (vacation, sick leave, or personal holiday) for the sole purpose of avoiding in-office shifts, the employee will receive a verbal coaching that is not part of the disciplinary process. If the same employee is suspected of calling-out or taking unscheduled time off (vacation, sick leave, or personal holiday) for the sole purpose of avoiding in-office shifts for the second time in a rolling 12-month period, the Employer may decide to issue discipline and/or revoke teleworking privileges as noted in Section (a)(2), above. Telework agreements shall be shared with the union.

(b) Equipment:

Voluntary Teleworking

- 1) If the employee volunteers to telework because a teleworking agreement would be advantageous to their, the employee will be solely responsible for ensuring they are 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 their 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 employee's 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	<u>Martin Luther King, Jr. Day</u>
Labor Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	

(a) 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, 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. 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.

1. Sick leave is payable in case of:

- a. Actual illness of or injury to employee or a family member of the employee:
 - i. Sick leave may be used for the care of a family member as provided by federal and state law. An employee may use at least five (5) working days or forty (40) hours of sick leave, whichever is greater, based on the employee's regularly scheduled shift length and status as described above, or such greater amount as provided by law.
 - ii. For purposes of this Article, a family member regardless of age or dependency includes the employee's (i) parent (biological, step, foster, step parent, or person who served as the employee's legal guardian when he/she/they, etc. was a minor child); (ii) child (biological, adopted, fostered or to whom the employee serves as a legal guardian); (iii) spouse or registered domestic partner; (iv) grandparent, (v) grandchild, (vi) sibling, or (vii) a designated person, which means a person identified by the employee at the time paid sick days are requested, limited to one (1) designated person per 12-month period.
- b. Medical, dental or optical appointments provided:
 - i. The employee cannot obtain such appointments during their 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 their 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
- c. An employee who is a victim of domestic violence, sexual assault, stalking, or crime or abuse may take time off to obtain relief or seek treatment in accordance with CA PSL requirements.

2. Paid sick leave time will be granted annually as follows:

- a. During each pay period that includes January 1 of each year full-time employees (1.0 FTE employees) shall be granted 80 hours of paid sick leave time to use during the remainder of the calendar year of which 40 hours or five working days, whichever is greater, can be used for CA PSL. This provision shall not limit protected sick leave should subsequent legislation be enacted or any change made to existing federal, state, or local sick law.

b. During each pay period that includes January 1 of each year, benefits eligible part-time employees (those who regularly work less than 1.0 FTE but more than 0.5 FTE) shall receive a pro-rated amount of 80 hours of paid sick leave per the schedule set forth below; however, in no case will the prorated amount for sick leave be less than 40 hours or 5 working days, whichever is greater, based on the employee's regularly scheduled shift length:

<u>Hours Scheduled</u>	<u>Proration</u>
20 - 22	50%
23 - 26	60%
27 - 30	70%
31 - 34	80%
35 - 37	90%
38 or more	100%

Effective the first pay period that includes January 1, 2026, all benefits eligible part-time employees shall receive pro-rated sick leave hours, as set forth in this section, based on the part-time employee's FTE.

c. During each pay period that includes January 1 of each year, part-time employees below 0.5 FTE and per diem employees shall receive paid sick leave each calendar year in the amount of forty hours of paid sick leave.

d. New hires shall receive a pro-rated amount based on the number of pay periods left in the calendar year.

e. Upon termination, no pay shall be given for any unused sick leave time from any source.

f. Written verification from a physician may be required for an employee to draw from the sick leave account unless prohibited by law.

g. If the need for sick leave is foreseeable, the employee should provide advance notice of the need for leave to the employee's manager (in no case less than two hours). If the need for sick leave is unforeseeable, the employee must provide notice of the need for sick leave to their manager as soon as practicable based on the circumstances. An employee will not be required as a condition of using sick leave to search for or find a replacement worker to cover the days during which the employee uses sick leave. If time off is taken for a qualifying reason, available CA PSL, followed by any remaining accrued paid sick time, will automatically be

exhausted by default unless the employee affirmatively elects otherwise by timely notifying COH in writing.

- h. Sick leave is integrated with the Employer's Short-Term Disability Plan, California State Disability Insurance and Workers' Compensation Insurance benefits where applicable. The employee is responsible for the timely completion of the application and satisfaction of all requirements to obtain other benefits.
- i. An employee will not be denied the right to take CA PSL or be discharged, threatened with discharge, demoted, suspended or discriminated against for using or attempting to use CA PSL, filing a complaint, cooperating with an investigation or prosecution of an alleged violation of CA PSL, or opposing any conduct prohibited under CA PSL law.
- j. 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.
- k. 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.
- l. Seniority rights and other benefits shall continue to accrue during paid sick leave.
- m. Excessive or unauthorized use of unscheduled time off that is inconsistent with this Article may be considered in the definition of excessive absenteeism. Discipline for absenteeism shall be only for just cause and shall be evaluated on an individual basis.

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. Reproductive Loss Leave.

Up to five (5) days of Reproductive Loss leave is available for an employee experiencing a Reproductive Loss Event, subject to the following conditions:

- (a) Leave may be taken intermittently within three (3) months of the Reproductive Loss Event.
- (b) Leave may be taken multiple times per year, capped at a total of 20 days per 12-month period. The first three (3) scheduled workdays of leave will be paid.
- (c) In the event the employee must travel 500 or more miles away from home in connection with the Reproductive Loss Event, up to two (2) additional scheduled workdays of leave will be paid. Employer may require the employee to provide proof of travel of 500 miles or more.
- (d) For an employee who does not have to travel 500 or more miles away from home in connection with the Reproductive Loss Event, the two (2) additional days of leave will be unpaid; however, the employee may utilize any accrued and available vacation and/or sick time to supplement unpaid time.
- (e) A Reproductive Loss Event is defined as the day or, for a multiple day event, the final day of a failed adoption, failed surrogacy, miscarriage, still birth, or unsuccessful assisted reproduction, as those terms are defined by law.

Section 4. Bereavement Leave.

- 1) Every employee shall be entitled to up to five (5) days of leave for bereavement in the event of the death of a qualifying family member, separate and apart from sick leave. Employer may require documentation of the death within 30 days of the first day of bereavement leave.
 - a. The first three (3) scheduled workdays of leave will be paid.
 - b. In the event the employee must travel 500 or more miles away from home in connection with the death of a qualifying family member, up to two (2) additional scheduled workdays of leave will be paid. Employer may require the employee to provide proof of travel of 500 miles or more.
 - c. For an employee who does not have to travel 500 or more miles away from home in connection with the death of a qualifying family member, the two (2) additional days of leave will be unpaid; however, the employee may utilize any accrued and available vacation to supplement unpaid time.
- 2) Qualifying family member is defined as (according to their meaning under California law): Spouse, grandparent, parent (including biological, adoptive foster, or step-parent), grandchild, children, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, foster children, legal guardian/ward registered domestic partner, or any other relative as determined by the Vice President of Employee and Labor Relations or designee as having had a longtime close family association with the employee, to the extent of falling within the intent of this policy.

- 3) 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 5. 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 6. 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 7. 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 8. 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 9. 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 their supervisor. The other parent must obtain prior approval from their 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.
 - i. 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 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 within fourteen (14) calendar days to employees request 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 portion of the vacation for which the employee will not have the accrued hours 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.

Section 6. Annual Usage.

The Employer understands the importance of employee vacation time. The Employer will make a good faith effort to grant vacation requests allowing employees to take at least their total annual vacation accrual subject to operational needs and employees' actual accruals. Vacation requests, including annual vacation bidding and incidental requests, shall not be unreasonably denied.

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 their 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. 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 1. 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 a panel of seven (7) California-based arbitrators obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternative striking of names of appearing on such panel until one remains. The decision of the arbitrator shall be final and binding on the Employer, the Association and the Employees affected.

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 them 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. 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 their 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 two (2) days 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, sit-downs, 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. Employer Health and Benefit Program.

- (a) Eligible employees, in a benefit-eligible position and working twenty (20) or more hours per week, will be covered by the Employer's health and welfare. Employees shall elect their benefits under the plan during the annual 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, pursuant to the terms of this paragraph. For plan years after 2025, 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 employee only healthy lifestyle rate shall not increase over the 2025 rate more than thirty-eight dollars (\$38.00) 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.
- (d) If the Employer deems it necessary to comply with changes to national or state health insurance laws, the Employer may, upon notice to the union, replace or modify this Article to comply with such changes. The Employer agrees to bargain the effects of any such changes.

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 reopeners 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.
- (c) If weekend coverage is required by the department, of the at least four shifts per calendar month for which the per diem employee must submit availability as noted above in Section 2(b), per diem employees must list themselves as available for at least one (1) weekend shift. A weekend shift shall be defined as a shift where 50% or more of the shift hours occur from 12:00 AM on Saturday through 11:59 PM on Sunday.

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, 2025 through July 31, 2028, 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, 2025. If this agreement is permitted to continue beyond July 31, 2028, 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 – LABOR MANAGEMENT COMMITTEE

In the spirit of mutual cooperation and dedication to the highest professional standards of the industry, it is agreed that a joint Labor Management Committee (LMC) shall be established.

1. The LMC shall consist of no more than six (6) persons appointed by the Employer and six (6) persons selected by the Union and shall be established for the purpose of considering suggestions related to Local 30 represented bargaining unit employees' working conditions. A representative of the Union and the Employer may also attend the Labor Management Committee meetings.
2. Upon ratification of this Agreement, the Union shall request to schedule Labor Management meetings once a quarter without loss of pay for no more than 90 minutes a meeting. The Employer agrees to meet at a mutually acceptable time and location. The parties shall exchange written agenda items no less than seven (7) calendar days prior to the scheduled meeting. The Union shall also provide the Employer with its list of attendees no less than (7) calendar days prior to the meeting. The Employer will release the employees subject to operational needs.
3. If the Union does not provide an agenda no less than (7) calendar days prior to the scheduled meeting, the Employer may cancel the meeting. Either party may request to reschedule a meeting, but the parties will make good faith efforts to keep scheduled meetings. Meetings

shall occur during regularly scheduled business hours. The parties may also meet at any time by mutual agreement.

4. Provided topics have been raised with local leadership first, the objectives of the LMC shall be to discuss constructively such topics as:
 - a. Operational and process improvements.
 - b. Worksite concerns that affect bargaining unit members.
 - c. Workplace health and safety.
 - d. Subject to the limitations listed below and consistent with the above objectives, the LMC may consider and discuss any issue or subject matter of their own selection.
5. The LMC is advisory and not a decision-making body. The LMC shall not discuss economic issues or matters subject to collective bargaining or the collective bargaining agreement. The LMC's activities are not subject to this Agreement's grievance procedure.
6. The committee will seek to identify and resolve issues or concerns to either party. In no way shall the committee add to, delete from, or modify any provision of the contract. This committee is not a substitute for the grievance process and any issue raised by or to the LMC shall not constitute formal grievance. The LMC has no authority to settle grievances.
7. Grievances, compliance calls, and TIPS will not be discussed by the LMC absent written mutual agreement.
8. Because the LMC's role is in the spirit of mutual cooperation, discussions at the LMC shall not be admissible in potential future grievance/arbitration/administrative hearing/civil proceedings.

ARTICLE XXIV – UNION AND EMPLOYEE OBLIGATIONS

The 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.

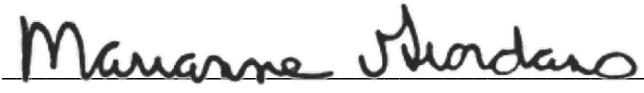
IN WITNESS WHEREOF, the parties hereto have, by their authorized representatives, affixed their signatures to this Agreement.

CITY OF HOPE NATIONAL
MEDICAL CENTER



Date: 12/11/25

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



Marianne Giordano, Executive Director/CFO

Date: 12/10/2025

SIDE LETTER AGREEMENT – ABSENCE DUE TO IMMIGRATION ISSUES

If a Local 30 bargaining unit member is unable to work a scheduled shift as a result of arrest, detention, incarceration, or temporary national expulsion by law enforcement, and these acts are pursuant to the employee's alleged or questioned citizenship or immigration status, the Employer will meet and confer with Local 30 as soon as reasonably possible. To the extent permitted by law, the employee at issue will remain on paid administrative leave until Local 30 and the Employer meet and confer, not to exceed three (3) days. This paragraph will not apply if the law-enforcement action is based on, or related to, violent crimes, hate crimes, or other actions the Employer believes may jeopardize the safety of its staff or organizational integrity or that causes reputational harm to the health system. Nothing in this paragraph should be read to restrict the Employer's right to separate an employee's employment, including if the Employer determines that it may not legally employ the employee.

CITY OF HOPE NATIONAL
MEDICAL CENTER

Date: 12/11/25

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

Marianne Giordano

Marianne Giordano, Executive Director/CFO

Date: 12/10/2025