

AGREEMENT BETWEEN

**THE GOOD SAMARITAN HOSPITAL, L.P. D/B/A GOOD
SAMARITAN HOSPITAL AND SAN JOSE HEALTHCARE
SYSTEM, L.P. D/B/A REGIONAL MEDICAL CENTER OF SAN
JOSE**

AND

**THE ENGINEERS AND SCIENTISTS OF CALIFORNIA
IFPTE LOCAL 20 (AFL-CIO & CLC)**

Radiologic Technologists Bargaining Unit

June 1, 2009

Through

May 31, 2011

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PREAMBLE

This agreement is made and entered into this 1st day of June, 2009 between the ENGINEERS and SCIENTISTS of CALIFORNIA Local 20, IFPTE (AFL-CIO & CLC), hereafter referred to as “ESC” or the “Union”, and the Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital and San Jose Healthcare System, L.P. d/b/a Regional Medical Center of San Jose, hereinafter collectively and individually referred to as the “Employer”, “Hospital” or “Hospitals”.

ARTICLE 1 **RECOGNITION**

The Hospitals hereby recognizes the Union as the exclusive bargaining agent for such Radiologic Technologists and recognizes the Union's right to bargain and act with respect to wages, hours and other terms and conditions of employment, insofar as it is consistent with the appropriate provisions of the National Labor Relations Act, as amended.

ARTICLE 2 **COVERAGE**

The Technologists covered by this Agreement are all CRT Technologists and Cardiac Ultrasonographers/Echo Technicians employed by the Hospitals performing radiologic services, but specifically excluding Supervising Technologists, Assistant Supervisors, Chiefs, Assistant Chiefs, Instructors, Nuclear Medicine Technologists, Radiation Therapy Technologists, Cardiac Catheterization Technologists, MRI Technologists, Ultra Sound Technologists, Per Diem Technologists, Cardiac Ultrasonographer Coordinators, and Temporary Technologists, with the exception that the MRI Technologists at Regional Medical Center of San Jose are covered. The scope of recognition granted in Article I shall have no application at any other corporation or facility the Hospitals have an interest in or opens, even if said corporation or new facility employs Technologists except: (1) if the work of the employees covered by this Agreement is transferred to a different location, the employees performing the work so transferred will be covered by this Agreement; and (2) if a Hospital provides radiology services in a location that does not provide radiology services and which will employ employees who hold a CRT license and who will perform work directly related to such license, the employees performing such work will be covered by the Agreement. The parties understand that this coverage article will not extend coverage or recognition to any employees or group of employees that would not constitute an accretion to ~~one~~ of the existing units at the Hospitals under the National Labor-Management Relations Act.

ARTICLE 3

MANAGEMENT RIGHTS

Section A. IN GENERAL

Except as specifically abridged by express provision of this Agreement, nothing herein shall be interpreted as interfering in any way with the Employer's right to determine and direct the policies, modes and methods of providing patient care, to decide the number of employees that may be assigned to any shift or job, or the equipment to be employed in the performance of such work, to assign or reassign work stations, to float employees from one working area to another working area within the same component in which they are qualified to work, or to determine appropriate staffing levels. Thus, the Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this Agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this Agreement. It is understood that nothing in this Agreement shall preclude supervisory, managerial employees or Nuclear Medicine Technologists from performing radiologic technological work. Provided, supervisory or managerial positions will not be created for the purpose of reducing bargaining unit positions.

Section B. ELABORATION OF RIGHTS

In expansion rather than in limitation of the foregoing Section A, the Hospitals shall have the following unilateral rights:

- B. 1. To determine the number, location and types of facilities;
- B.2. To subcontract any of the work or service;
- B.3. To select, hire, and train employees, and to discipline and discharge employees for just cause;
- B.4. To adopt, add to, amend, change or rescind any reasonable Hospital work rules.

SECTION C. NOTICE OF SUBCONTRACTING/DISCONTINUANCE OF SERVICE

The Hospitals agrees to give the union thirty (30) days advance notice (or pay in lieu thereof for hours lost by affected technologists) of any decision to subcontract any work being performed by bargaining unit employees or of its decision to discontinue a service in which bargaining unit employees work and will meet with the union for the sole purpose of

providing the Union with information (the extent of which shall be determined by the Hospitals) concerning the reasons for the subcontracting or discontinuance of the service . Employees whose positions are eliminated as a consequence of the subcontracting or closure shall have bumping rights in their component and will be eligible for severance pay as set forth in Article 22.

ARTICLE 4 **MEMBERSHIP**

Section 1 MAINTENANCE OF MEMBERSHIP

A. All Technologists employed by the Employer who, on the effective date of this Agreement, are members of the Union and all Technologists who may subsequently become members of the Union, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.

B. Employees who are required to maintain membership and fail to do so shall, upon notice in writing from the Union to the Employer, be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the facility.

Section 2 AGENCY SHOP

A. Any current employee who, upon ratification of this agreement on November 29, 2000, is not a member of the Union or does not pay a representation fee to the Union equivalent to the monthly dues uniformly required for membership (referred to herein as the "representation fee"), shall be "grandfathered" and not required to join the union or pay such representation fee as a condition of employment.

B. Any newly-hired employee who starts work after ratification of this Agreement on November 29, 2000, shall join the union or pay the representation fee as a condition of employment, unless he or she notifies the Employer in writing of an election to be exempt from that requirement within 15 days following the employee's first day of work. If such an employee elects to be exempt but thereafter voluntarily joins the Union or pays the representation fee, he or she shall continue to be a member of the Union or pay the representation fee as a condition of employment.

Section 3 NEW EMPLOYEE NOTICE

When a Technologist is employed, the Employer shall deliver to the Technologist a written notice stating that the Employer recognizes the Union as the agent representing its Technologists, and shall quote in full this Article of this Agreement.

Section 4 LIST OF TECHNOLOGISTS

Upon the execution of this Agreement, the Hospitals shall supply a list of all current employees covered by this Agreement by name, address, social security number, shift, date of hire, hourly pay rate and classification to the office of the Union, 835 Howard Street, 2nd Floor, San Francisco, CA 94103. Thereafter, the Hospitals shall supply the name, address, social security number, shift, date of hire, hourly pay rate and classification of all employees covered by this Agreement hired or terminated during the preceding month, if any.

Section 5 INDEMNIFICATION

The Union shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liability that may arise out of the provisions of this Article.

ARTICLE 5 **PAYROLL DEDUCTION OF UNION DUES**

Section 1 PAYROLL DEDUCTION

During the life of this Agreement, the Hospitals will deduct the Union membership dues from the salary of each Technologist who voluntarily agrees to such deductions, and who submits a standard written authorization to the Hospital setting forth standard amounts to be deducted monthly. Said written authorization may be revoked by the Technologist at any time upon the Technologist delivering to the Hospital written revocation of said authorization. Each month's deductions shall be made by the Hospital and shall be remitted by the Hospital to the Union.

The Employer agrees to implement dues increases pursuant to the dues check-off authorization of the Union, provided the Union has submitted an appropriate authorization for each Technologist so affected and submits to the Hospital a copy of the letter notifying the Technologist of the dues increase. In the event the Union revises the method by which the amount of dues owed by Technologists is calculated, and if such revision requires that the Hospital change its payroll computer program to accommodate the changed method of dues calculation, the Hospitals' obligation hereunder will be suspended until such time as the parties reach agreement as to the effects of such change.

Section 2 DUES DEDUCTION INDEMNIFICATION

The Technologists and the Union hereby indemnify the Hospitals and hold them harmless against any and all suits, claims demands and liability that may arise out of or by any reason of any action that shall be taken by the Technologists or the Union in connection with said deduction of dues.

ARTICLE 6

NON-DISCRIMINATION

Neither the Employer nor the Union shall unlawfully discriminate against any employee on account of age, sex, race, creed, color, national origin, sexual orientation, or physical or mental disability. There shall be no unlawful discrimination by the Employer against any Radiologic Technologist on account of membership in, or activity on behalf of the Union. It is understood that no such activity on behalf of the Union shall interfere with the employee's regular work or with the normal activity of the Employer. Likewise, there shall be no unlawful discrimination by the Union against any employee or against any applicant for membership in said organization.

ARTICLE 7

CLASSIFICATIONS & WAGE RATES

Section 1 RADIOLOGIC TECHNOLOGIST I

A CRT Technologist with less than twelve (12) months' previous experience (within the last three (3) years) in direct patient care in an accredited facility.

Section 2 RADIOLOGIC TECHNOLOGIST II

A CRT Technologist with the equivalent of twelve (12) months' experience within the last three (3) years in an accredited facility.

Section 3 OTHER CLASSIFICATIONS

A. **Senior Radiologic Technologist** - To qualify for the Senior Radiologic Technologist classification, the Technologist must have on his/her next anniversary date at least one year at Step 5 of Radiologic Technologist II and he or she must receive an acceptable annual performance evaluation that indicates demonstrated acceptable technical skill, judgment and supervisory ability, and the capacity to be in charge of a shift. Good cause will be noted for an unacceptable evaluation.

B. **CT Technologist** - Each ~~member~~ Hospital will establish the classification of CT Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist. Those Radiologic Technologists performing and assisting in CT Scanning shall be designated as CT Technologists. A CT Technologist may be required to perform other Radiologic Technologist work when not doing CT procedures.

C. **Special Procedures Technologist** - Each Hospital will establish the classification of Special Procedures Technologist when, in the sole discretion of the Hospital, it is deemed to be

warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist, except when actually performing or assisting in Special Procedures as described in Common Procedural Terminology (“CPT”) code numbers 75500 through 75999, for which such Technologists will receive an additional \$1.50 per hour for the time spent in such duties.

D. **Certified Mammography Technologist** - Each Hospital will establish the classification of Mammography Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist. A Mammography Technologist may be required to perform other Radiologic Technologist work when not doing Mammography procedures.

E. **MRI Technologists** - Each Hospital will establish the classification of MRI Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist, except when actually performing and assisting in MRI procedures, for which such Technologists will receive an additional \$1.50 per hour for the time spent in such duties. Those Radiologic Technologists covered by this Agreement who are performing and assisting in MRI procedures shall be designated as MRI Technologists. An MRI Technologist may be required to perform other Radiologic Technologist work when not doing MRI procedures, if licensed to perform other Radiologic Technologist work.

F. **Ultrasound Technologist** - Each Hospital will establish the classification of Ultrasound Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Those Radiologic Technologists covered by this Agreement who are performing and assisting in Ultrasound procedures shall be designated as Ultrasound Technologists. An Ultrasound Technologist who has a single certification in a modality routinely used in his or her work, will be classified as an Ultrasound Tech I. An Ultrasound Tech with two (2) such certifications will be classified as an Ultrasound Tech II, and a Tech with three (3) such certifications will be classified as an Ultrasound Tech III. An Ultrasound Technologist may be required to perform other Radiologic Technologist work when not doing Ultrasound procedures, if licensed to perform other Radiologic Technologist work.

G. **Cardiac Ultrasonographer/Echo Technician** - Each Hospital will establish the classification of Cardiac Ultrasonographer (also known as Echo Tech) when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall be assigned a pay rate as set forth in Appendix B.

H. **Placement of Personnel in Above Classifications** - Each Hospital shall, in its sole discretion, place personnel in the above said classifications as the Hospital may determine to be necessary in accordance with its staffing requirements.

Section 4 RELIEF IN HIGHER CLASSIFICATION, CHARGE PAY, AND SPECIAL PROCEDURES PAY

A Radiologic Technologist II who is assigned to independently perform the duties of CT Technologist for four (4) or more hours within a shift shall receive the Senior Radiologic Technologist pay for the time spent doing that work.

A Radiologic Technologist who is designated to be in charge of a component or a modality within a component for four (4) hours or more within a shift shall receive a premium of \$2.00 per hour for each hour spent in charge duty.

Section 5 PREVIOUS EXPERIENCE

CRT Technologists shall receive at least one (1) year tenure credit for two (2) years to three (3) years of previous experience within the last five (5) years immediately prior to the date of employment at the employer Hospital in the imaging discipline for which the Technologist is being hired, and at least two (2) years tenure credit for three (3) years experience in the imaging discipline within the last five (5) years immediately prior to the date of employment at the employer Hospital. This tenure credit shall be given to Technologists hired after the effective date of this Agreement. If a new hire is granted experience credit that results in pay for experience exceeding that of any incumbent Technologist who has like experience, at least the same status, working on the same shift as a newly-hired employee, the incumbent shall be granted equivalent credit for experience as the new-hire at the time of the new-hire's employment and the anniversary date of the incumbent Technologist shall be changed to the same date as the new-hire. If the Hospital's records are incomplete with respect to tenure credit, the burden of proof of all tenure credit shall rest with the Technologist. Tenure credit for previous employment which does not fully conform to the above definition of previous experience may be discussed at the request of the Technologist on a Hospital-by-Hospital basis. This shall not be a subject for grievance.

Section 6 ACCREDITED FACILITY DEFINED

Accredited facility for the purposes of this Agreement is defined to be a Hospital facility accredited by the Joint Commission on Accreditation of Hospitals, Medicare approved, service Hospitals (US), and any full service diagnostic imaging clinic determined by the Hospitals to provide comparable experience to that acquired in a Hospital facility described above.

Section 7 CROSS-TRAINING

Cross-training for advanced classifications shall be provided in accordance with staffing requirements. The opportunity for cross-training will be posted for sign-up with the conditions of both the training and the position as part of the posting. If two or more candidates for cross-training are equally qualified by reason of past performance, skill, and ability, then the most senior will be selected.

Section 8 TRAINING TECHNOLOGIST

A Radiologic Technologist may be offered the opportunity to coordinate student training responsibilities and shall be paid at the premium rate of 5% above the regular straight-time rate for the times during which these duties are required. Nothing in this Agreement requires that any Hospital assign any Technologist to coordinate student training responsibilities. Such duties performed outside of working time by Technologists will be on a voluntarily basis and will not be considered as hours worked for the Hospital.

Section 9 SALARIES

Effective the first pay period beginning after June 1, 2009 through the remaining term of this Agreement, the rates of pay for the classifications herein set forth shall be as follows:

RADIOLOGIC TECHNOLOGIST I			
	Increase	Step 1	Step 2 (after 6 months)
CURRENT SCALE		\$34.44	\$35.35
*Effective 6/1/09	3.0%	\$35.47	\$36.41
*Effective 6/1/10	4%	\$36.89	\$37.87

RADIOLOGIC TECHNOLOGIST II							
CURRENT SCALE			\$36.51	\$37.47	\$38.43	\$39.31	\$40.54
*Effective		Increase	Step 1	Step 2	Step 3	Step 4	Step 5
6/1/09		3%	\$37.61	\$38.59	\$39.58	\$40.49	\$41.76
6/1/10		4%	\$39.11	\$40.14	\$41.17	\$42.11	\$43.43

SENIOR RADIOLOGIC TECHNOLOGIST								
CURRENT SCALE		\$38.08	\$39.09	\$40.11	\$41.25	\$43.20	\$45.13	\$47.09
*Effective	Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 **
6/1/09	3%	\$39.22	\$40.26	\$41.31	\$42.49	\$44.50	\$46.48	\$48.50
6/1/10	4%	\$40.79	\$41.87	\$42.97	\$44.19	\$46.28	\$48.34	\$50.44

* “Effective” means beginning with the first pay period subsequent to the stated date.

** Step 7 will become effective the first pay period subsequent to January 1, 2001, and is attainable only after a Senior Radiologic Technologist or Ultrasound Technologist III has been at Step 6 for nine (9) years, or has had fifteen (15) years of bargaining unit employment, whichever is less.

ARTICLE 8 **CLASSIFICATIONS**

Section 1 FULL-TIME DEFINED

A full-time Technologist is one who is regularly scheduled to work at least eighty (80) hours within a bi-weekly period.

Section 2 PART-TIME DEFINED

A regularly scheduled part-time Technologist is one who is regularly scheduled to work a minimum of thirty-two (32) hours, but less than eighty (80) hours within a bi-weekly period.

Section 3 TEMPORARY DEFINED

A Temporary employee is one who is hired to work for a period of time which does not extend beyond six (6) consecutive calendar months. Any Temporary employee who works continuously for over six (6) consecutive calendar months shall be reclassified to a regular employee status unless the said Temporary employee agrees to work on a temporary basis for a longer period of time.

Section 4 PER DIEM DEFINED

A Per Diem employee is one who is employed to work on an intermittent basis as required by the Hospital.

Section 5 PRORATION OF BENEFITS

A regular part-time Technologist shall accrue PTO, ESL and education leave, based on hours paid (excluding overtime premium), not to exceed a full-time accrual rate.

ARTICLE 9 **WEEKENDS**

No Technologist shall be required to work more than three (3) consecutive weekends. If, due to emergency or operational circumstances, it becomes necessary for a Technologist to work more than three (3) consecutive weekends, he/she shall be provided with two consecutive weekends off. A weekend shall be Saturday and Sunday and on the night shift it shall be Friday and Saturday. Where mutually agreed to in writing, employees may elect to work more consecutive weekends. This article does not apply to Technologists who are hired into or who bid into weekend positions.

ARTICLE 10 **SHIFT DIFFERENTIAL**

Section 1 PM SHIFT DIFFERENTIAL

A shift differential of Three dollars (\$3.00) shall be paid on top of a Technologist's straight time hourly rate when scheduled and performing work on the PM Shift defined as any shift on which the majority of hours fall between 3 p.m. and 11 p.m.

Section 2 NIGHT SHIFT DIFFERENTIAL

A shift differential of five dollars (\$5.00) shall be paid on top of a Technologist's straight time hourly rate when scheduled and performing work on the Night Shift defined as any shift on which the majority of hours fall between 11 p.m. and 7 a.m.

ARTICLE 11 **OVERTIME**

Section 1 DAILY COMPENSATION

Beginning the first pay period starting on or after the 21st day following ratification of this Agreement by the Union, work on a given day, beyond an employee's normal scheduled shift of eight, ten, or twelve hours, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay and work in excess of four (4) hours beyond an employee's normal scheduled shift shall be compensated at the rate of two (2) times the employee's regular rate of pay, unless the hours worked beyond the scheduled shift are worked voluntarily at straight time rates.

Section 2 BI-WEEKLY COMPENSATION

Work authorized in excess of forty (40) hours in the work week shall be compensated at the rate of time and one-half (1 1/2) the straight time hourly rate.

Section 3 MEAL PERIOD AND PAYMENT FOR MEAL TIME WORKED

Full shift Technologists who are scheduled to work eight (8) hours within a spread of eight and one-half (8 1/2) hours shall receive not less than one-half (1/2) hour for meals. Technologists working 10 hour shifts will be scheduled for 10 and one-half hours (including a one-half hour unpaid meal period). Technologists working 12 hour shifts will be scheduled for 12 and one-half hours (including a one-half hour unpaid meal period). If such a Technologist is required and authorized by the Technologist's Supervisor to work during the meal period, or if relief for such meal period is not provided, such meal period shall be paid as time worked for the propose of computing overtime.

Section 4 REST AND MEAL PERIODS

The Hospital shall grant rest and meal periods to Technologists in conformity with the requirements of state law, where the demands of the department do not prevent a rest break. Rest breaks will not be unreasonably or consistently denied. These periods shall be considered time worked. Unit members are allowed a rest period of fifteen (15) minutes during each continuous four (4) hours of work.

Section 5 REST BETWEEN SHIFTS

If a Technologist does not have twelve (12) hours rest between shifts she/he works, she/he will receive time and one half (1 ½) for all hours worked until twelve (12) hours have elapsed from the completion of his/her preceding shift worked. For Technologists working twelve (12) hour shifts, the rest period shall be ten (10) hours rather than twelve (12). If a Technologist requests for her or his own purposes, the period may be reduced to eight (8) hours if the request is made in writing and a copy of the request is furnished to ESC upon request. Time for which any premium is paid shall count as rest time for purposes of this paragraph. This Section does not apply to consecutive shifts.

Section 6 SHIFT ASSIGNMENTS

If due to emergency or operational circumstances it becomes necessary to change a unit member's shift assignment temporarily, the Hospital may introduce a shift rotation procedure that shall be equitably applied to all qualified staff.

If due to emergency or operational circumstances it becomes necessary to change a unit member's shift assignment permanently, and if no regular unit member volunteers for the shift change, the least senior regular unit member qualified to perform the available work will be assigned.

A unit member who reports for a scheduled shift without notice that the shift has been canceled and is not provided with work for at least half of the scheduled hours shall be entitled to be paid for half the scheduled hours which in no case will be less than a minimum of two (2) hours or more than a maximum of four (4) hours pay.

Section 7 TEN OR TWELVE HOUR SHIFTS

If the Hospital decides to implement 10 or 12 hour shifts, no employee working an 8 hour shift will be required to change to 10 or 12 hour shifts nor will employees working 8 hour shifts have their shifts eliminated or reduced in order to implement 10 or 12 hour shifts. Ten or twelve hour shift employees will receive a maximum of 24 hours of bereavement leave pay.

ARTICLE 12 **STAND-BY AND CALL-BACK**

Section 1 STAND-BY

Stand-by duty is defined as a scheduled assignment for the Technologist to stand by and be available for recall to the Hospital should the need arise. Any regular full-time or regular part-time Technologist "on stand-by" shall receive one-half (1/2) the straight time hourly rate of pay while said Technologist is on stand-by. There shall be no guarantee for any hours to be worked by a Technologist who is on "stand-by". Stand-by pay on all recognized holidays, shall be at three-quarters (3/4) of the straight time hourly rate.

Section 2 VOLUNTEERS FOR MULTI-HOSPITAL STAND-BY

If a Technologist agrees in writing to take call for a Hospital other than the Hospital at which the Technologist is regularly scheduled or to take call for more than one Hospital, the Hospital may schedule the Technologist for such call.

Section 3 CALL-BACK WHILE ON STAND-BY

A. Call-Back Defined - Call-back is defined as a call to a Technologist to return to work after the Technologist has left the Hospital, and prior to the Technologist's next scheduled shift. The Technologist is compensated for such call-back as provided herein.

B. Applications of Premium Pay - If a regular full-time Technologist is called to work while on stand-by, said Technologist shall receive one and one-half (1 1/2) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the remuneration for being on stand-by, thereby providing double time for the time actually worked.

Section 4 CALL-BACK WHILE NOT ON STAND-BY

A. Premium Pay - Regular full-time and part-time Technologists not on stand-by who are called back to work after having left the facility will be guaranteed a minimum of four (4) hours work or four (4) hours pay. Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate. A notice of at least twenty-four hours will not qualify for premium pay.

B. Exceptions to Premium Pay - These provisions do not apply to a situation where a Technologist is originally scheduled to work and is taking an additional day off without pay at the request of either the Hospital or the Technologist, and is recalled due to unanticipated staffing needs.

ARTICLE 13 **TELEPHONE CONSULTATION**

Unit members designated by the Hospital to give technical advice by the telephone shall be entitled to one-half (½) their straight time hourly rate of pay for all hours spent on work-related telephone calls up to a maximum of one hour in any 24-hour period. A minimum of 15 minutes shall be paid for each call. The unit member making the telephone call must receive advance authorization to make the call from his immediate supervisor or if no supervisor is available, the Technologist must receive authorization at the next available opportunity.

If the unit member is required to return to work, he/she will be compensated in accordance with Article 12.

ARTICLE 14 **NO PYRAMIDING**

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays.

ARTICLE 15 **SCHEDULING**

The Hospital agrees to post a tentative working schedule of all Technologists' regularly assigned shifts, in an accessible place, not less than twenty-one (21) calendar days prior to the date the shift is scheduled to begin. Any change to a shift posted (other than temporary staffing reductions) on the schedule less than ten (10) days before the date the shift is scheduled to begin requires agreement of the Technologist affected except in emergencies in which the Hospital will give as much notice of the schedule changes as is possible under the circumstances. The Hospital will seek volunteers from among Technologists present at the facility before imposing a schedule change during an emergency.

ARTICLE 16 **PAID TIME OFF**

Section 1 INTRODUCTION TO PTO

The Paid Time Off (PTO) Plan provides employees with a bi-weekly accrual of hours to be used as Paid Time Off (PTO) during periods of short-term illness, family emergencies, personal business and leisure. The plan also provides a separate bi-weekly accrual for Extended Sick Leave (ESL) for periods of illness or injury for which they receive either State Disability payments or Workers' Compensation benefit payments.

Section 2 ACCRUAL OF PTO

A. PTO Plan days begin accruing on the first day of employment. Full-time employees accrue on the basis of recorded employment status and the length of service. Part-time employees accrue on the basis of hours paid, not to exceed 80 hours per pay period and their length of service.

B. Accrual schedules are as follows:

LENGTH OF SERVICE	PTO HOURS ACCRUAL/PAY PERIOD	TOTAL PTO DAYS /YEAR	EXTENDED SICK LEAVE ACCRUAL/PAY PERIOD
First 2 Years	8.0	26	1.85
3 & 4 Years	10.2	33	1.85
5 Years	11.1	36	1.85
6 Years	11.4	37	1.85
7 Years	11.7	38	1.85
8 Years	12.0	39	1.85
9 Years	12.3	40	1.85
10+ Years	12.6	41	1.85

C. A maximum of 456 hours may be accrued in the PTO bank, (319 hours for part-time employees).

D. A maximum of 999 hours may be accrued in the ESL bank (699 hours for part-time employees).

Section 3 USE OF PTO

- A. PTO days (or hours) may be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventive health or dental care, personal business or other excused elective absences (except educational leave, jury duty, and bereavement leave, which are paid in addition to PTO days).
- B. PTO is paid at the employee's straight-time rate.
- C. PTO begins accruing on the date of employment and may be used as it is earned.
- D. With the exception of emergency or illness, PTO must be scheduled ahead of time with approval by the Department Director.
- E. Employees with over one year of service are encouraged to use a minimum of 20 PTO days per year. This amount is prorated for regular part-time employees based upon status.
- F. Other than the exceptions noted above, PTO will be used for all time off except that which is required to temporarily reduce staffing levels due to decreased work load, i.e., drop days. Such hours may be unpaid or PTO at the employee's option.
- G. All accrued PTO Plan (ESL and PTO) hours must be used first as part of a leave of absence granted an employee.
- H. Employees who fail to report emergency absences to their supervisor within time frames prior to the start of their shift are subject to denial of their PTO for that absence.

Section 4 REDEMPTION OF PTO

- A. Upon termination or transfer to a non-benefit position, 100% of the employee's PTO balance will be paid. The payoff rate will be at the employee's current straight-time base hourly rate.
- B. PTO hours may not be used to extend employment beyond the last day actually worked.
- C. Technologists may choose to cash out up to eighty (80) hours of PTO in increments of eight (8) hours twice during any calendar year, so long as they do not reduce their PTO accrual below eighty (80) hours. PTO hours not used or converted to cash will continue to accumulate within the maximum accrual limits.
- D. PTO time which is voluntarily converted to cash will be paid at 90% of the employee's straight-time base hourly rate in effect preceding their most recent anniversary date. Employees wishing to convert PTO to cash must submit a signed and approved PTO request form (a copy is available in the Human Resources Department) to the Payroll Department.

E. When an employee reduces his/her employment status, he/she must reduce his/her PTO balance to at least the prorated accrual maximum. The employee may choose to reduce his/her PTO balance beyond the prorated maximum while maintaining the regular minimum balance. PTO cashed out in conjunction with a reduction in employment status will be paid at 100% of the employee's base hourly rate.

Section 5 EXTENDED SICK LEAVE ACCOUNT

A. In addition to PTO, the employee also earns six (6) extended Sick Leave days per year. ESL hours may be used for absences due to illness or injury which exceed seven (7) consecutive calendar days (for a single illness/injury) provided that it is certified by a physician. After all the hours in the ESL account are exhausted, the hours in the PTO account will be utilized. Any scheduled workdays within the seven (7) consecutive calendar days are charged against the PTO account.

B. All available benefits paid under the PTO program will be coordinated with the State Disability Insurance or Workers' Compensation in order to maintain the employee's normal earnings during absences which qualify for these coverages. The Hospitals reserves the right to require reasonable proof of illness by a physician. After all the hours in the ESL account are exhausted, the hours in the PTO account will be utilized.

C. ESL days may not be converted to PTO days or cashed in. The ESL account is zeroed out when the employee terminates or retires, except for those limited circumstances set forth in Appendix A with regard to ex-Alexian Brothers Hospital employees meeting the criteria specified therein.

D. The ESL account is zeroed out when the employee transfers to a non-benefit position, i.e., per diem.

E. The waiting period to utilize ESL will be waived if the employee has been hospitalized as an inpatient.

Section 6 INTEGRATION OF BENEFITS

The Hospital will provide for the integration of PTO with Workers' Compensation and Disability Insurance Programs. The employee shall provide the Hospital with the date necessary to integrate these benefits and shall file any necessary application for benefits in connection therewith.

The Hospital shall pay PTO in the amount necessary to supplement the income from the State Disability Insurance or Workers' Compensation to the extent of the employee's regular pay rate, and will charge the employee's sick leave balance with the supplement amount paid.

Section 7 VACATION SCHEDULING

By October 31st of each year, each employee will submit to his/her manager or department head, a list of his/her first, second, and third choices for vacation dates during the twelve (12) month period commencing the second Monday in the following January. On or before November 15th of

each calendar year, the manager or department head shall post the vacation schedule for the following year. Employees shall be given preference in the choice of vacation periods on the basis of seniority. Employees splitting their vacation into two (2) or more segments shall have seniority apply for the first choice of one (1) continuous vacation period. Once all employees have been scheduled for their first choice of one (1) continuous vacation period, seniority shall apply in the same manner in each succeeding round. Vacation requests for vacation during (1) the week including Thanksgiving, (2) the last two (2) calendar weeks in December, and (3) the first calendar week in January, shall be granted by seniority on a rotating basis. Requests for vacation dates which are submitted after October 31st will be scheduled by the manager or the department head in the order received and will be answered no later than thirty (30) days prior to the beginning date of the vacation request, or as soon as reasonably possible if the requests are submitted less than thirty (30) days prior to the beginning of the first date requested. The granting of vacation is subject to the efficient operation of the department.

Section 8 RECOGNIZED HOLIDAYS

A. The following holidays are observed by the hospitals:

- | | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

B. Employees who are required to work on a recognized holiday shall be paid at time and one-half (1 ½) of the employee's straight time hourly rate for the holiday worked. A holiday worked in excess of eight (8) hours shall be paid at two (2) times the employee's straight time hourly rate.

ARTICLE 17

HEALTH, DENTAL, VISION, AND LTD INSURANCE AND MEDICAL, VISION AND DAY CARE SPENDING ACCOUNTS

Section 1 HEALTH INSURANCE/DENTAL/VISION PLAN

For purposes of group insurance participation set forth herein, employees working a regular schedule of at least sixty-four (64) hours per bi-weekly pay period will be considered "regular full-time", and employees working a regular schedule of at least forty (40), but less than sixty-four (64), hours per bi-weekly pay period will be considered "regular part-time." All such regular full-time and regular part-time employees shall be eligible to participate in the Employer's Health and Dental insurance programs as provided below *not later than* the first of the month following completion of two (2) calendar months of service.

Following ratification of this Agreement and throughout the remaining months of 2003, the Employer will undertake the administrative plan redesign work necessary to begin

supplementing the benefit plans offered to eligible employees. Effective January 1, 2004, regular full-time employees and regular part-time employees (including their dependents and spouse/domestic partner as defined in Section 297 of the Family Code) will be fully eligible to participate in Employer's Health, Dental and Vision benefit plans as provided below.

A. Health Insurance.

1. **Health Plans Offered.** All covered Hospitals will continue to offer participation in the HealthNet HMO Plan (or an equivalent plan), the HCA PPO Plan with a \$200 Deductible, and the HCA PPO Plan with a \$750 Deductible.

2. **Dependent Children Coverage.** Effective January 1, 2009, unmarried dependent children who are age 19 or over but under age 26 are eligible for benefits coverage (medical, dental, vision, dependent life) if they are:
 - Students regularly attending an accredited school; or
 - Dependent upon the employee for support. This means the dependent lives in the employee's household in a parent/child relationship, earns less than 200% of the Federal poverty guidelines for a single person (which is \$20,800 for 2008) and is not eligible for any other group health insurance.

3. **PPO Plans.** There shall be no obligation to bargain over changes in the HCA PPO Plans and such changes, as well as issues relating to administration of the Plans, shall not be subject to the grievance and arbitration procedures of this Agreement. The Hospitals agree that if any changes are made in the HCA PPO Plans which reduce the overall benefits provided by the Plans, or in the event that there are changes in the coverage options offered for the plans, the Hospitals will notify the Union of such changes. Upon written request received within thirty (30) days of such notification by the individual designated by the hospitals to receive such notice, the hospitals will bargain with the Union concerning the effects of such changes on bargaining unit employees.

4. **Costs.** Costs for coverage under the various plans will be as set forth below until January 1, 2009.

	Aetna HMO	HCA PPO – 200	HCA PPO – 750
Full-time	Cost per Pay Period	Cost per Pay Period	Cost per Pay Period
Individual	\$0	\$21.27	\$16.81
Individual + 1	\$0	\$65.93	\$62.33
Individual + 2	\$0	\$82.43	\$77.90
Individual + 3	\$0	\$101.77	\$90.41

	Aetna HMO	HCA PPO – 200	HCA PPO – 750
Part-time	Cost per Pay Period	Cost per Pay Period	Cost per Pay Period
Individual	\$12.74	\$104.91	\$105.09
Individual + 1	\$33.12	\$225.58	\$224.98
Individual + 2	\$48.08	\$281.98	\$281.23

Individual + 3	\$54.95	\$327.64	\$323.74
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5. Change in Costs. Effective January 1, 2009, and thereafter through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the HCA PPO Plans and of the costs (based on premiums or premium equivalents) of the HealthNet HMO (or equivalent) for regular part-time employees with less than three years of service.

6. No Cost for HealthNet HMO. The HealthNet HMO Plan (or an equivalent plan) will continue to be provided at no cost to regular full-time employees and to regular part-time employees with three (3) years of service.

7. Open Enrollment. There will be an annual open enrollment period during which employees may elect to change coverage. Employees may change coverage in the course of the plan year only when precipitated by (and within thirty-one [31] days of) a “family status change” as defined in Section 125 of the Internal Revenue Service Code.

8. Payment In-Lieu-of-Coverage. Full-time employees who choose not to participate in the health insurance coverage and who provide the hospital with proof of individual coverage under another insurance plan will receive Fifteen Dollars (\$15.00) in additional wages each pay period.

B. Dental Insurance

1. Dental Plans Offered. The Hospitals will continue to offer the Delta Dental Premier Plan, the MetLife Preferred Dentist Program (PDP), and the Cigna Dental Maintenance Plan (DMO) (or an equivalent plan) to each regular full-time and regular part-time employee through the term of this agreement. No changes shall be made in the coverage under the MetLife Dental Preferred Dentist Program or the Delta Dental Premier plan, except by mutual agreement of the parties or as imposed by the Plan Provider.

2. Costs. The cost of such coverages will be as set forth below until January 1, 2009.

	Cigna DMO	Met Life PDP	Delta Premier
Full-time	Cost per Pay Period	Cost per Pay Period	Cost per Pay Period
Individual	\$0	\$2.95	\$3.32
Individual + 1	\$0	\$7.69	\$7.49
Individual + 2	\$0	\$10.74	\$10.63
Individual + 3	\$0	\$14.90	\$13.59

	Cigna DMO	Met Life PDP	Delta Premier
Part-time	Cost per Pay Period	Cost per Pay Period	Cost per Pay Period
Individual	\$4.27	\$7.41	\$8.43
Individual + 1	\$8.71	\$15.67	\$21.87
Individual + 2	\$12.40	\$21.95	\$30.88
Individual + 3	\$14.80	\$28.78	\$34.29

3. Changes in Costs. Effective January 1, 2009, and thereafter through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Met Life PDP and the Delta Premier Plan and of the costs (based on premiums or premium equivalents) of the Cigna DMO (or equivalent) for regular part-time employees with less than three (3) years of service.

4. No Cost for Cigna DMO Plan The Cigna DMO Plan (or an equivalent plan) will continue to be provided at no cost to regular full-time employees and to regular part-time employees with three (3) years of service.

5. Payment in Lieu of Coverage. Full-time employees choosing not to participate in Dental Insurance will receive Two Dollars (\$2.00) additional wages each pay period.

C. Vision

1. VSP. The Hospitals will continue to provide the existing Vision Service Plan (VSP) (or equivalent plan) through the term of this Agreement.

2. Costs. The costs of coverages under the Vision Service Plan will be as set forth below until January 1, 2009.

	Vision Service Plan
	Cost per Pay Period
Individual	\$3.40
Individual + 1	\$7.43
Individual + 2	\$7.43
Individual + 3	\$7.43

3. Changes in Costs. Effective January 1, 2009, and thereafter through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Vision Care Plan (or equivalent) for regular part-time employees with less than three (3) years of service.

4. No Cost for Vision Care Plan. The Vision Care Plan (or an equivalent plan) will continue to be provided at no cost to regular full-time employees and to regular part-time employees with three (3) years of service.

Section 2 LONG TERM DISABILITY PLAN

The Hospitals shall continue to make the HCA Long Term Disability Plan available for purchase through payroll deduction for eligible full-time employees, on the same basis as the Plan is offered to non-bargaining unit employees, according to the terms of the Plan. There shall be no obligation to bargain over changes in the Plan or over issues relating to administration of this Plan, and the Plan and its elements shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 3 COREPLUS BENEFITS

The Hospitals shall continue to offer participation in the CorePlus benefits to full-time and part-time employees at the time of hire on the same basis as participation is offered to non-bargaining unit employees. The parties understand that, given the national nature of these plans, that the Hospitals have no duty to bargain with the Union over any aspect of the plans, including plan administration, changes in the plans, or elimination of the plans.

Section 4 HEALTH CARE AND DAY CARE SPENDING ACCOUNTS

Full-time and part-time employees will be eligible to participate in the HCA Health Care Spending Account Program and the HCA Day Care Spending Account Program, on the same basis as non-bargaining unit employees. There shall be no obligation to bargain over changes in these Programs or over issues relating to administration of these Programs and the Programs and their elements shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 18 **LIFE INSURANCE**

The Hospitals shall continue to provide eligible regular full-time and regular part-time Technologists working a regular schedule of at least forty (40) hours bi-weekly with life insurance coverage and AD&D insurance in an amount equal to the Technologist's basic annual earnings, rounded to the next \$1000.00, (not to exceed \$15,000 for part-time Technologists), effective the first of the month following the month in which the Technologist completes three calendar months of employment.

ARTICLE 19 **RETIREMENT PROGRAM**

Section 1 HCA PLAN

Except as provided below, employees in the bargaining unit will be eligible to participate in the Columbia/HCA LifeTimes Savings and Retirement Program (which includes the Columbia/HCA Money Purchase Pension Plan, Stock Bonus Plan, 410(k) Plan and Employee Stock Purchase Plan), pursuant to the terms of the plan, through the term of this Agreement. Bargaining unit employees who were working at Regional Medical Center of San Jose as of August 31, 1999 (and not participating in the Columbia/HCA Retirement Plan as of that date), will remain eligible to participate in the San Jose Hospital 401(k) and San Jose Hospital Pension Plan, pursuant to the terms of that Plan, through the term of this Agreement, so long as they remain continuously employed at either Regional Medical Center of San Jose or San Jose Medical Center.

There shall be no obligation to bargain over changes in the various Retirement Programs referenced herein, or in the terms of the plans within said Programs, including elimination or

substitution of any of these plans, and such changes, as well as issues relating to the administration of these Programs and their elements, shall not be subject to the grievance and arbitration procedures of this Agreement. Provided, the Employer agrees that if any changes are made in these Programs which reduce the overall benefit of the Programs, the Employer will notify the Union and, upon the written request received by the Employer within thirty (30) days of such notification, will bargain with the Union concerning the effects of such changes on bargaining unit employees.

Section 2 DEFINED BENEFIT PENSION PLAN

Effective January 1, 2006, the San Jose Pension Plan will be amended (as it applies to participation by employees covered by this Agreement) as follows:

A. Compensation Defined. Effective January 1, 2006, compensation shall be defined as total wages earned from the employer;

B. Formula for Benefit for Service after 1/1/06. Monthly retirement benefit for service after January 1, 2006, will be $\frac{1}{12}$ of 2.1% of the sum of Compensation earned for each year of Participating Service after January 1, 2006;

C. Early Retirement. Early retirement at age 55 with 5 years of service with normal retirement benefit reduction of $\frac{1}{4}$ % for each month of early start (prior to age 65);

D. Early Retirement without Reduction in Benefit. Early retirement without reduction in normal retirement benefit for participants who are:

1. fully vested, and,
2. whose age plus the number of years of covered service (1000 hours) following January 1, 2006 equal 85 or more, where
3. the employee worked at least 1000 hours during the 2 plan years immediately preceding retirement.

E. Disability Benefit. A disability benefit will be provided, without regard for age, for participants with at least 5 years of covered service after January 1, 2006, who become disabled within the meaning of the Federal Social Security Act, such benefit to be calculated as if the participant were 65 years of age and retired as of the date of disability, with no reduction for the early start. This benefit to be the same as the disability retirement benefit provided by the Steelworkers Pension Trust.

F. Credit for Vesting in the Regional Medical Center of San Jose Pension Plan. Effective January 1, 2006, employees covered by this agreement will become eligible to participate in the Regional Medical Center of San Jose Pension Plan on the first day of January or July following attainment of age 21 and completion of one year of service (as defined by the plan). Effective January 1, 2006, employees who were participating in the HCA Retirement Plan as of December 31, 2005, will receive credit in the Regional Medical Center of San Jose Pension Plan for the same amount of vesting service as they had in the HCA Retirement Plan as of December 31, 2005.

G. No Participation in the HCA Retirement Plan. Effective January 1, 2006, employees covered by this agreement will no longer be eligible to participate in, or receive employer contributions on their behalf to, the HCA Retirement Plan.

H. No Matching Contributions to 401(k) Plans. Effective January 1, 2006, employees covered by this Agreement will no longer be eligible to receive employer matching contributions to the HCA 401(k) Plan or the Regional Medical Center of San Jose 401 (k) Plan, but a 401(k) will remain available for voluntary employee contributions.

I. Changes in the HCA Retirement Plan, HCA 401 (k) Plan or the HCA Employee Stock Purchase Plan. There shall be no obligation to bargain over changes in the HCA Retirement Plan, the HCA 401(k) Plan, or the HCA Employee Stock Purchase Plan including elimination or substitution of any of these plans, and such changes, as well as issues relating to administration of said Plans, shall not be subject to the grievance and arbitration procedures of this Agreement. The Hospitals agree that if any changes are made in the HCA Retirement Plan, the HCA 401(k) Plan or the HCA Employee Stock Purchase Plan, which reduce the accrued benefits of any of such Plans for employees covered by this agreement and actively participating therein, the hospitals will notify the Union. Upon written request received within thirty (30) days of such notification by the individual designated by the Hospitals to receive such notice, the Hospitals will bargain with the Union concerning the effects of such changes on bargaining unit employees. Per Diem employees who meet the plan eligibility requirements will be permitted to participate in the San Jose Pension Plan to the extent required by Federal law.

Section 3 RETIREE HEALTH BENEFITS

A. Retirement on or after 1/1/04. Employees who retire on or after January 1, 2004, will be eligible for retiree health insurance coverage through the term of this agreement, on the following basis. Premiums may be adjusted from time to time on the same basis that C.O.B.R.A. benefits are adjusted for employees.

B. Eligibility. Employees who are not Medicare eligible, who retire at or after age 55 with ten (10) years of continuous service in a full-time or part-time position immediately preceding retirement. Eligibility for this benefit ends when the employee becomes eligible for Medicare.

C. Benefit. Continue individual HMO coverage under Retiree Health HMO with benefits equivalent to the HMO for active employees, with the following adjustments:

1. In-Patient Hospital Co-Pay = \$500/admission
2. Out-Patient Hospital Co-Pay = \$250
3. Office Visit Co-Pay = \$15 (Primary Care Physician)/\$25 (Specialty Care Physician)
4. Pharmacy Co-Pay = Retail (30 day supply) - \$10 Generic/\$20 Brand Name; Mail Order (90 day supply) - \$25 Generic/\$55 Brand Name.

D. Cost for Coverage.

Years of unbroken service in Full-time or Part-time position immediately preceding retirement	Percentage of Total Cost (based on premiums or premium equivalents) of Coverage Paid by Employee
10	100%
15	75%
20	50%
25	25%

ARTICLE 20

LEAVES OF ABSENCE AND EXCUSED ABSENCE

Section 1 GENERAL

An application for a leave of absence and extensions and approval thereof by the Hospital shall be in writing setting forth the details of the leave. Such details shall include, but shall not be limited to, the starting and terminating date of the leave. The application is to be initiated by the technologist and will be responded to within one (1) week in writing by the Hospital. This procedure may be waived in an emergency situation, but the request for leave must be presented in writing by the technologist, supported by a physician's certificate (if a medical emergency) within a reasonable time after the emergency. A Technologist may, upon mutual written agreement with the Hospital, return to work prior to the date agreed upon.

A. Accrual of Benefits

A technologist shall not forfeit any accrued benefits, nor shall a technologist accrue any benefits during unpaid leaves of absence of more than thirty (30) days due to illness, injury, disability, or authorized education leave nor during any other unpaid leave of absence.

B. Change of Anniversary Date

A technologist's anniversary date for purposes of salary review, PTO eligibility, and other similar benefits shall be changed by reason of all unpaid leaves of absence without pay, except for leaves of thirty (30) calendar days or less, or family care leave granted pursuant to Government Code section 12945.2.

Section 2 BEREAVEMENT LEAVE

A leave with pay up to three (3) working days shall be granted to regular technologists for bereavement due to a death in the immediate family. Immediate family shall include only the Technologist's mother, father, legal guardian, sister, brother, spouse, children, stepchildren, grandchildren, son-in-law, daughter-in-law, grandparents, parents-in-law, brother-in-law, and sister-in-law. If a technologist requires a reasonable amount of additional time, an unpaid leave of absence may be granted. The Hospital shall not unreasonably deny such extension, if justified.

Section 3 JURY DUTY

A leave shall be granted for jury duty. A Technologist who reports for jury duty will receive his/her normal straight time earnings. As a condition of receiving this pay, the Technologist must produce, within three (3) calendar days of receipt of the same, a voucher from the Jury Commissioner that the Technologist has been called or served, if such are provided. Technologists must exercise the option of being called on one-hour notice, if such option or similar option is provided.

If an employee is excused from serving on the jury in time to complete three or more hours of his or her scheduled shift, the employee shall advise the Hospital by telephone and, if requested to do so, will report to work.

Section 4 EDUCATION LEAVE

Leave for professional advancement and study necessary for renewal of licensure shall be earned at the rate of sixteen (16) hours a year (eight (8) hours of which shall be Hospital sponsored program(s) and in which the Hospital gives the technologist the opportunity to participate) up to a maximum accrual of thirty-two (32) hours for regular full-time employees, provided that such leave shall not be granted before completion of six (6) months of continuous employment. Part-time technologists shall accrue on a prorated basis, based on hours paid (excluding overtime premium), not to exceed the full-time accrual rate, up to a maximum accrual of 22 hours. Unused leave will not be paid out at the end of each year or at termination. Such leave shall not unduly interfere with the Hospital staffing requirements for patient care. An employee shall apply for education leave at least 15 days in advance, and the Hospital shall respond promptly, taking into consideration needs and the absence from work of other employees due to vacation or leave of absence. The form for leave approval shall show credits for non-Hospital sponsored programs. Copies of credits earned or certificates shall be submitted to the Department Manager.

Section 5. FAMILY CARE LEAVE

(1) Eligibility

An employee with at least one year's service, who has at least 1,250 hours of service during the previous twelve month period, will be eligible for up to a total of twelve weeks of leave within a twelve month period under the California Family Rights Act (Government Code Section 12945.2) and/or the Federal Family and Medical Leave Act of 1993, for the purpose of caring for a newborn or newly adopted child or to care for a child, parent or spouse with a serious health condition, or because of the technologist's inability to perform the essential duties of his/her job due to his/her own serious health condition (under California Family Rights Act, for reasons other than pregnancy).

Leave taken under the California Family Rights Act shall run concurrently with leave taken under the Federal Family and Medical Leave Act, but shall be in addition to leave taken for disability on account of pregnancy taken pursuant to Section 4.(b), below. Technologists taking leave for the birth or placement of a child must take no more than two periods of such leave in increments of less than two (2) weeks. Leave taken in connection with a serious health condition may be taken intermittently (i.e., in separate blocks of time) or by reducing the technologist's normal work schedule, when such measures are medically necessary. However, the Hospital retains sole discretion to temporarily transfer any technologist who requests either intermittent leave or a reduced schedule to a position which better accommodates recurring periods of leave than the technologist's regular position. Any such transfer will be to a position with equivalent pay and benefits.

(2) Notice And Certification

Technologists seeking to use family care leave shall be required to provide: (1) 30-day advance notice when the need for the leave is foreseeable; (2) medical certification (both prior to the leave and prior to reinstatement); (3) periodic recertification; and (4) periodic reports during the leave. A medical certification issued by a health care provider of a technologist's spouse, child or parent with a serious health condition must state the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the provider believes the technologist needs to care for the individual requiring care, and a statement proving that the serious health condition warrants the participation of the technologist to provide care. A medical certification issued by a health care provider treating a technologist's own serious health condition must state the date on which the condition commenced, the probable duration of the condition, and that the technologist is unable to perform the function of his or her position. The Hospital may require any technologist taking leave due to his or her own health condition to obtain a second and, if necessary, third medical opinion, at the Hospital's expense.

When leave is needed to care for an immediate family member or the technologist's own serious health condition, and is for planned medical treatment, the technologist must try to schedule treatment so as not to unduly disrupt the Hospital's operation.

(3) Compensation During Leave

Family care leave is unpaid. However any technologist who has accrued PTO (and ESL in the case of leave due to a technologists' serious health condition) must use that leave to cover as much of the family care leave as possible.

(4) Benefits During Leave

The Hospital will maintain group health insurance coverage for a technologist on family care leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the technologist had continued to work. In some instances, the Hospital may recover premiums it paid to maintain health coverage for a technologist who fails to return to work following family care leave.

Technologists on family care leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

(5) Job Reinstatement

Except as authorized by state and federal law, a technologist returning from family care leave will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Section 6 PREGNANCY LEAVE

(1) Employee Eligibility

A technologist without regard to her length of service, who is unable to work as a result of pregnancy will be entitled to a leave of absence for the period of her disability under the same terms as applicable to general medical leave. Pregnancy leave under the California Pregnancy Leave Act shall run concurrently with leave under the federal Family and Medical Leave Act for employees who are eligible for such leave, but shall not run concurrently with leave taken under the California Family Rights Act. Pregnancy leave for employees who are not eligible for FMLA leave will be governed by the same rules as are applicable to general medical leaves, except for reinstatement as set forth below.

(2) Notice and Certification

Technologists requesting pregnancy leave shall be required to provide: (1) 30-day advance notice when the need for the leave is foreseeable; (2) medical certification (both prior to the leave and prior to reinstatement); (3) periodic re-certification; and (4) periodic reports during the leave. A medical certification must state the date on which the technologists' pregnancy precluded the Technologist from performing essential functions of her job and the anticipated period during which the Technologist will remain unable to perform such duties as a consequence of her pregnancy. The Hospital may require any technologist taking pregnancy leave to obtain a second and, if necessary,

third medical opinion, at the Hospital's expense, as to the technologists' ability or inability to perform the essential functions of her job due to her pregnancy.

(3) Compensation During Leave

Pregnancy leave is unpaid. However, any Technologist who has accrued PTO and ESL must use that leave to cover as much of the pregnancy leave as possible.

(4) Benefits During Leave

The Hospital will maintain group health insurance coverage for an eligible Technologist choosing to take Family and Medical Leave Act Leave for up to a maximum of 12 weeks if such insurance was provided before the leave was taken and on the same terms as if the Technologist had continued to work. In some instances, the Hospital may recover premiums it paid to maintain health coverage for a Technologist who fails to return to work following Family and Medical Leave Act leave. Continuation of insurance coverages for technologists choosing to take leave pursuant to the California Pregnancy Leave statute will be governed by the same rules as are applicable to General Medical Leaves.

Technologists on pregnancy leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

(5) Job Reinstatement

A Technologist returning from pregnancy leave taken under the California Pregnancy Leave statute who applies for reinstatement within four (4) months from the date her disability began (or if the technologist has been continuously disabled, within four (4) months post partum) will be reinstated to her former position or to a similar position. Re-employment following a pregnancy leave in excess of such period is subject to the same terms as applicable to re-employment following a general medical leave, unless the extended pregnancy leave is covered by Federal Family and Medical Leave Act leave.

Section 7 MEDICAL LEAVES OF ABSENCE

A. Eligibility

Any technologist with twelve months of service who, as a result of a medical disability, becomes unable to perform the duties of his or her position, who is not eligible for Family Care leave, or who has previously exhausted his/her leave entitlement under Family Care leave, may be eligible for placement on a medical leave of absence for up to four months (including any prior Family Care or Pregnancy leave) with a doctor's written certificate of disability. Any technologist who is granted a medical leave of absence must utilize any accrued paid time off benefits (PTO and ESL) during the period of his or her leave. Any portion of a medical leave that occurs after all such benefits have been exhausted shall be without pay.

B. Duration Of Leave

Medical leave begins on the first day a technologist's doctor certifies that he or she is unable to work and ends when the doctor certifies that the technologist is able to return to work or after a total of four month of leave, which ever occurs first. Requests for extensions of a medical leave of absence will be considered if they are received by the Hospital in writing before the expiration of the approved leave, are supported by proof of continued disability in the form of a physician's statement, and that do not cause the total period of absence to exceed four months. A technologist who fails to report to work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned.

C. Benefits

Health and life insurance benefits ordinarily provided by the Hospital, and for which the technologist is otherwise eligible, will be continued during the period of disability only if the technologist elects to pay the full costs of such coverage. The employee's share of the cost of premiums and the cost of dependent coverage normally borne by the technologist will also remain his or her sole responsibility. Other benefits, such as PTO, will not accrue while the technologist is on medical leave.

D. Notice And Verification

A technologist who requires a leave of absence for medical reasons must notify the Hospital in writing of the need for such a leave as soon as the technologist learns that he or she is, or will become, temporarily disabled and unable to work due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a physician's statement that verifies the existence of the medical condition, the anticipated duration of the disability, and the dates the leave is expected to begin and end. A technologist who requests such leave may be required to provide additional physician's statements from time to time thereafter in order to provide updated information regarding the technologist's condition. Before returning to work from a medical leave of absence, a technologist must provide a physician's statement that indicates that he or she is fit to return to work.

E. Reinstatement

Except as authorized by state and federal law, a technologist who returns to work from a Medical Leave of absence within four (4) months of the commencement of the leave (or within four (4) months of the commencement of any preceding Family Care or Pregnancy Leave) will be returned to his or her former position. A technologist who returns to work from a Medical Leave of more than four (4) months after the commencement of the leave (or more than four (4) months after the commencement of any preceding Family Care or Pregnancy Leave) , but within six (6) months of such commencement, will be returned to his or her same or similar position. Such a technologist

will be credited with all service prior to the commencement of his or her disability but not for the period of the leave of absence.

Section 8 WORK-RELATED INJURIES

California workers' compensation laws govern work-related injuries and illnesses. The Hospital shall take any and all actions necessary to comply fully with these laws.

Section 9 PERSONAL LEAVE

A Technologist may be granted a personal leave of absence at the discretion of the Hospital, for a period not to exceed six months. A Technologist who returns to work at the end of his or her personal leave of absence will be returned to his or her former position, if available, or will be offered the first available opening in a comparable position for which he or she is qualified.

ARTICLE 21
BOOKS AND TUITION

Consistent with the Hospitals' reimbursement policy or practice, Technologists shall be reimbursed for tuition and books after completion of courses while in the employ of the Hospital, provided that the taking of the courses shall have first been approved in writing by the appropriate manager, and evidence of achieving a passing grade shall have been provided by the Technologist. Approval of educational leave, as set forth in Article 20, Section 4, does not constitute approval for reimbursement of books and tuition set forth in this Article. It is understood that the Hospital may, from time to time, amend its policy and practice with regard to tuition and books reimbursement.

ARTICLE 22
REDUCTION IN STAFF

Section 1 SENIORITY

A. Diagnostic Imaging Components - There shall be three components: Good Samaritan Hospital/ Mission Oaks, Regional Medical Center of San Jose, and the Breast Center (Mission Oaks Medical Office Building).

B. Seniority - For purposes of implementing the Agreement's layoff and recall provisions and for purposes of granting unpaid leaves of absence, a Technologist's seniority will be defined as his/her total length of service in the Technologists bargaining unit with any component listed in Section A, above. Seniority for an employee who floats among facilities will be defined as his/her total length of service in the Technologist bargaining unit and will be applied at each facility to which the employee has floated in the twelve (12) month period preceding a layoff effective date. For purposes of determining a Technologist's entitlement to accrued benefits provided under the

contract, his or her entitlement will be determined based upon the date of hire as a regular full-time or part-time employee with any hospital component. Technologists who experience a 12-month or more absence due to workforce reduction will lose all seniority for all purposes. The Hospital will maintain an updated seniority list and will make the seniority list available to the shop steward upon request.

C. Layoff Procedure - In the event of a reduction in force or of regular hours in one of the Diagnostic Imaging components, the Hospital shall notify the Union at least thirty (30) days in advance of the effective date of the layoff, and will give affected employees at least fourteen (14) days advance notice of the layoff during which time volunteers will first be sought as set forth in paragraph (f), below. Such notice to employees may be given during the above-referenced thirty day notification period, but the layoff shall not be effective prior to the expiration of that thirty day period. If an insufficient number of technologists volunteer for layoff to meet reduction goals, the least senior technologist occupying positions to be eliminated will be displaced, subject only to the ability of the retained employees to perform the duties of the employees to be laid off. Initial displacements shall be carried out by shift. Displaced technologists will have the right to bump other less senior technologists within their component providing the technologist is qualified and has the ability, with no more than two (2) weeks orientation, to competently perform the available work. It is understood that the Hospital will notify the Union of its conclusion that a technologist has not demonstrated his/her ability within said two (2) weeks prior to terminating the technologist and the orientation period may be extended by agreement of the parties. A technologist exercising his/her seniority to take a float position, must take the entire float position, not just the hours worked at the Technologist's component.

D. Bumping - Technologists displaced from their positions may, within the seventy-two (72) hour period following the expiration of the fourteen (14) days notice, bump into positions held by less senior Technologists in their component. The bumped Technologist may elect to follow the same bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff. Non-bargaining unit technologists can not bump into the bargaining unit.

E. Recall Procedure - For a period of up to one year from the date of layoff, Technologists (who have not secured relatively equal positions at other components) will be recalled in order of their bargaining unit seniority for any vacancies that occur at the component from which they were laid off, provided they are qualified and have the ability to competently perform, with no more than two (2) weeks orientation, the available work. A Technologist on layoff may bid for vacancies at components other than the component from which the technologist was laid off, pursuant to Article 22, Section 2. It is understood that the Hospital will notify the Union of its conclusion that a technologist has not demonstrated his/her ability within said two weeks prior to terminating the technologist and the orientation period may be extended by agreement of the parties. A technologist who is laid off shall retain seniority until he/she declines the offer of a relatively equal position in the Diagnostic Imaging Department component from which the technologist was laid off or until one (1) year has elapsed from the date of the layoff. It is the responsibility of the

individual Technologist to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled Technologist must accept recall within seventy-two (72) hours and return to work at the Hospital within fourteen (14) days from the mailing of a certified letter advising the Technologist of available employment. If a Technologist does not accept recall within seventy-two (72) hours, the Technologist will be considered to have voluntarily resigned. Upon recall from layoff status, the Technologist will be entitled to restoration of seniority and placement at the same wage rate in effect at the time of the layoff. Technologists who experience a 12-month or more absence due to workforce reduction will lose seniority for all purposes.

F. Severance Pay - In the event of a layoff, the Hospital will, for a period of two weeks, seek volunteers for layoff in positions that will reduce the need for layoffs. Volunteers for layoff on such positions will be selected on the basis of bargaining unit seniority.

Radiologic Technologists who volunteer for a layoff or are laid off, pursuant to the provisions of this Article, shall be paid (subject to recall during the severance period) the following severance benefits:

Length of Service	Weeks of Base
Six (6) to ten (10) years	Four (4) weeks
Eleven (11) to fifteen (15) years	Six (6) weeks
Sixteen (16) to twenty (20) years	Eight (8) weeks
Twenty-one (21) to twenty five (25) years	Ten (10) weeks
Twenty-six (26) years and above	Twelve (12) weeks

In addition, the Hospital will continue to provide insurance coverages in effect at the time of the layoff at the same cost as though the Technologist remained actively employed for the same period as the severance pay. It is also understood that the Employer will not contest unemployment benefits of any bargaining unit member laid off (voluntary or otherwise) pursuant to this agreement. Severance benefits are paid out over the severance period on the same basis as though the Technologist worked during the period of severance. All severance entitlement and payments will cease seven (7) days from the mailing of a written communication (sent by certified mail) of available employment.

Section 2 PREFERENTIAL HIRING

Technologists who are separated in a reduction of staff shall be given preference in hiring based on their former seniority positions when staff is increased, provided said staff increase occurs within twelve (12) months of the date of separation.

Section 3 RESTORATION OF STATUS

Technologists who return to employment in accordance with provisions of this Article within twelve (12) months from the date of separation shall be restored to their former status with respect to salary classification and all fringe benefits, however, there shall be no accumulation of earnings or benefits during the period of separation, nor shall the Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the Technologist. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy.

Section 4 BREAK IN SERVICE DEFINED

A Technologist will terminate his/her seniority under the following conditions:

- i. When the Technologist voluntarily quits or changes his/her status from regularly scheduled full-time or part-time to per diem status.
- ii. When the Technologist is discharged for just cause.
- iii. When the Technologist is on layoff for more than twelve (12) months.
- iv. When the Technologist fails to report to work as scheduled and fails to call his/her supervisor or the Staffing Office for three (3) consecutive days thereafter.
- v. When the Technologist fails to report back to work upon the expiration of his/her leave of absence unless excused by the Hospital for good cause.
- vi. When the Technologist retires under the Retirement Program provided for in this Agreement.

Section 5 TEMPORARY REDUCTION IN STAFFING

In the event that a Hospital determines that it is necessary to reduce staffing at a component on a given shift due to a reduced workload, the following procedures will apply:

First, volunteers will be solicited. If there are no volunteers, then any per diem Technologist employee working on that shift will be canceled or sent home early.

In the event that there are no volunteers or per diem employees on the shift in question, the Technologist to have his/her hours reduced will be selected on a rotational basis, with the least senior Technologist on duty at the component being canceled first and rotating the involuntary cancellation of hours throughout the year until all Technologists have taken a turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Technologist who has been

placed “in-charge” of a component may be exempted from call-off whenever Hospital management concludes that the Technologist is needed to remain in charge for the shift.

If the remaining staff would not be qualified to perform the available and anticipated work if the individual to be canceled as set forth above were selected for temporary reduction, the next employee in line for reduction will be selected.

ARTICLE 23

POSTING AND FILLING VACANCIES

Section 1 POSTING VACANCIES

All vacancies in positions covered by this Agreement, including those resulting from newly created positions that will be covered by this Agreement, shall be posted for five (5) days (excluding Saturdays, Sundays and Holidays). Minimum qualifications shall be noted on the posting. Vacancies shall be posted system wide.

Section 2 FILLING VACANCIES

Whereas between two (2) or more qualified Technologists who tender their bid to fill a vacancy and their qualifications and job performance are relatively equal, the most senior Technologist from the Diagnostic Imaging component in which the vacancy occurs, who tenders a bid, shall be selected. If the vacancy is not filled by a Technologist from the Diagnostic Imaging component in which the vacancy occurs, and two or more qualified Technologists tender bids to fill a vacancy and their qualifications and job performance are relatively equal, the most senior Technologist from any Diagnostic Imaging component other than the component in which the vacancy occurs, who tenders a bid, shall be selected. If no qualified bidders tender a bid within the five (5) day period, (excluding Saturdays, Sundays and Holidays) the vacancy may be permanently filled from outside the Hospital.

During the period from the time the vacancy develops until the time the vacancy is filled, the Hospital may transfer, assign, or use temporary employees within each Hospital as necessary to cover the open position. If regular status staff are selected to fill a vacant position on a temporary basis, the Hospital shall transfer, assign, or use qualified Technologists with the least seniority with each Diagnostic Imaging component.

The Employer will endeavor to advise employees of bargaining unit vacancies occurring within their department. Upon request to Human Resources, each week a designated union steward from each facility will be provided a copy of the current job posting.

ARTICLE 24

UNION VISITATION RIGHTS

Within thirty (30) days of the execution of this Agreement, the Union will notify the Hospital in writing which five (5) representatives will have the following privileges:

A. The authorized representative of the Union shall be permitted to enter a Hospital at any time the Hospital is in operation to see that the provisions of this Agreement are being observed. The representative may confer with Technologists on their non-working time. Such conferences shall not take place in, or within hearing of, patients' rooms, operating rooms, and rooms where patients receive treatment and shall not interfere with the operation of the Hospital.

B. The representative shall be allowed to visit the Hospital provided he/she gives the Hospital's representatives (as listed in Paragraph 3 below) reasonable advance notice. Normally, this will be a telephone call indicating time and purpose of the visit. Permission to visit will not be unreasonably withheld.

C. The representative of the Union shall so notify the Human Resources Director and the Department Manager prior to entering the radiology Department.

D. In the case of a grievance investigation, the Union representative shall make an appointment in advance with one of the above designated representatives of management.

ARTICLE 25

GRIEVANCE AND ARBITRATION

Section 1 DISCHARGE WITHOUT RECOURSE

Technologists may be discharged without recourse to the grievance procedure during the first three (3) calendar months of continuous employment.

Section 2 HOSPITAL AND UNION COOPERATION

In establishing the procedure hereinafter set forth, the Hospital and the Union declare their intent that each shall make an honest effort to settle grievances promptly.

Section 3 DEFINITION OF GRIEVANCES SUBJECT TO ARBITRATION

Grievances subject to arbitration shall be disputes or disagreements involving the interpretation, application or compliance with the specific provisions of this Agreement or a dispute or disagreement concerning whether or not discipline or discharge was for just cause.

The Technologist, or Technologists, may be represented by the Union at the second and succeeding stages of the grievance or arbitration procedure. The Union representative may be a Technologist employed by the Hospital and appointed by the Union for such purpose. In the application of the grievance procedure, the day on which the grievance arises shall not be counted.

Section 4 GRIEVANCE PROCEDURE

Step 1 - A Technologist with a grievance shall discuss the matter with the employee's Supervisor within eighteen (18) days (all time limits in this Article exclude weekends and holidays) of the day in which it arises or becomes known to the employee. The Technologist may be accompanied by a union steward, if he or she desires. The Supervisor shall reply within ten (10) days after presentation. However, if the grievance is not resolved in this manner, the grievance shall be handled in accordance with the procedure set forth below. If the Supervisor does not respond within the time limits, the grievant may appeal to the next level.

Step 2 - If the grievance is not resolved within ten (10) days after the presentation of the grievance at Step 1, the grievance shall be presented in writing to the Chief Operating Officer or his/her designee for the Hospital within thirty (30) days from the date it was presented at Step 1.

Step 3 - If the grievance is not resolved at Step 2, the grievance shall be presented in writing to the Chief Executive Officer for the Hospital, or his/her representative designee within thirty (30) days from the date it was presented at Step 2. The Chief Executive Officer should reply in writing within ten (10) days. The Technologist may request a personal meeting with the Chief Executive Officer or his/her designee. Such a request will be honored.

Step 4 - If the grievance is not resolved at Step 3, either party may, in writing, request arbitration within thirty (30) days from the date it was presented at Step 3 and the parties shall attempt to mutually agree to an arbitrator. In the event the parties are unable to agree within ten (10) days, either may request, with a copy to the Director of Human Resources, that the Federal Mediation and Conciliation Service submit a panel of seven arbitrators having hospital arbitration experience. Either party may reject one panel in its entirety. Each party shall alternately strike one (1) name until an arbitrator is selected. To determine which party strikes the first name, the parties shall flip a coin. The arbitrator shall promptly conduct a hearing on the grievance. The decision of the arbitrator shall be final and binding, within the scope of the arbitrator's jurisdiction. The arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) hear or decide any dispute as to the numbers or classifications of employees needed, at any given time, to staff the diagnostic imaging components; (3) arbitrate any matter after the Agreement has expired other than matters which arose prior to the time of expiration of the Agreement. All grievances must be presented at the proper steps in accordance with the time limitations herein and unless such grievances are so presented, the right to file such grievance shall be waived. Any grievance not appealed to the next succeeding step within the time limits specified will be considered withdrawn and not eligible for further appeal. Time limits may be waived by agreement of the parties.

Section 5 DISPUTES BETWEEN UNION AND HOSPITAL

In the event of a dispute between the Union and the Hospital concerning the interpretation, application or compliance with the specific provisions of this Agreement, the parties shall attempt to resolve the dispute through discussion. The aggrieved party shall reduce the complaint to writing and forward it to the other by Certified Mail. Thereafter, the parties shall meet at a mutually agreeable time and place and attempt to resolve the dispute. If the parties are unable to resolve the dispute, either party may, thirty (30) days after the postmarked date of the complaint, refer the matter to arbitration in the manner set forth in Step 4 above.

Section 6 COSTS AND EXPENSES

Each party shall bear its own costs and expenses in connection with all steps of this procedure except that the fees of the arbitrator shall be paid one-half (½) by the aggrieved party and one-half (½) by the other party.

Section 7 ACCESS TO EVALUATIONS

Authorized staff representatives of the Union shall be allowed at Step 2 or later, upon request to the Hospital designee, to inspect a Technologist's evaluation if the employee's written consent is presented to the Hospital designee.

ARTICLE 26 **DISCIPLINE**

Section 1. If any Technologist is called to meet on a matter which involves the investigation of facts and that Technologist reasonably believes the matter could lead to discharge or discipline, upon that Technologist's request, the Hospital will allow the Technologist to be represented with a Union Steward or Representative at the meeting.

Section 2. Inspecting an Employee's Personnel File. A Union Representative or Steward may inspect relevant material from an employee's personnel file when such inspection is related to the investigation of a grievance, provided that the Hospital has been given specific written consent for such inspection by the affected employee(s).

ARTICLE 27 **TECHNOLOGIST'S RIGHT TO RECEIVE AND REVIEW EVALUATIONS AND WARNINGS**

The Technologist may, during normal business hours of the personnel office, review his or her personnel file to the extent permitted by law. The Technologist shall be allowed the opportunity by the Supervisor or Department Head of reading, signing, and receiving copies of performance evaluations or letters of warning prior to their placement in the Technologist's personnel file. The

Technologist must sign an acknowledgment of receipt of the copy of the evaluation and/or letter of warning, however, such acknowledgment shall not necessarily constitute an admission of the facts contained therein.

ARTICLE 28

JOINT RADIATION SAFETY COMMITTEE

A Joint Radiation Safety Committee shall be maintained in each Hospital, consisting of four (4) people, including one Radiology Manager, one staff Technologist, the Radiologist and a representative of the Hospital's Administrative staff.

The Committee will study physical conditions of the Radiology Department and will report its findings and recommendations in writing to the Hospital CEO, who, in turn, after considering said findings and recommendations, shall instruct the Radiologist to put into effect such changes as the Hospital CEO shall deem advisable and appropriate.

ARTICLE 29

NO STRIKE - NO LOCKOUT

For the duration of this Agreement and any extension thereof, the Union agrees that neither the Union, its officers, agents, representatives and members, nor any employees covered by this Agreement shall in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, unfair labor practice strike, sympathy strike, or otherwise), sit down, sit in, slow down, walkout, cessation or stoppage of work, picketing (including any refusal to cross any other labor organization's or other parties' picket lines), hand billing or any activity which interferes, directly or indirectly with the Employer's operations at any location.

Any employee who violates this Article shall be subject to disciplinary action, including suspension or discharge, and such action may not be raised as a grievance or be subject to the arbitration procedures of this Agreement.

The parties agree that during the life of this Agreement there will be no strike, sympathy or otherwise, lockouts, slow downs or work stoppages of any kind for any reason by any individual, individuals or bargaining unit, and that any employee who engages in any strike, slowdown or work stoppage shall be subject to immediate discharge.

ARTICLE 30
ARBITRATION AND COURT PROCEDURES

Notwithstanding the provisions of Article 25 (Grievance and Arbitration) of this Agreement, in the event of an alleged violation of the provisions of Article 29 (No Strike - No Lockout) of this Agreement, the parties hereto shall not be required to follow the arbitration procedure set out in Article 25 but may seek to avail themselves of all remedies provided under state and/or federal law through any state or federal court of competent jurisdiction.

ARTICLE 31
BULLETIN BOARDS

Each Hospital shall provide space on a bulletin board in the immediate vicinity of the Radiology Department for use of Radiologic Technologists. A designated Union representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished to the Personnel Director before posting. The Union agrees that no controversial material shall be posted.

ARTICLE 32
SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of the Collective Bargaining Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE 33
REFERENCES

Reference hereto to persons in the singular number shall include the plural, and vice versa; reference to the masculine, feminine and neuter gender shall include the proper gender; and reference to the Hospital and the Technologist's Union shall include the officers, employees, agents, successors, assigns and legal representatives of such parties.

ARTICLE 34
PARAGRAPH DESCRIPTIONS

It is agreed by the Hospital and the Union that the reference herein to article numbers and titles to the various articles are for convenience only and have no bearing or influence upon the interpretation given to the Agreement.

ARTICLE 35
WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent. Further, it is understood by the parties that supervisors do not have the authority to create practices or precedents by their actions except where such authority has been specifically delegated by the Hospital.

ARTICLE 36
PRECEDENTS AND PAST PRACTICES

Precedents and past practices established at one Hospital shall have no application to the other Hospital signatory to this Agreement.

ARTICLE 37
CHANGE OF OWNERSHIP

NOTIFICATION: If one of the Hospitals is sold or if an agreement is reached to merge a Hospital with another employer, the Hospital will notify the Union at least ninety (90) days prior to the effective date of the sale or merger and bargain with the Union upon request over the effects of such sale or merger on bargaining unit employees.

ARTICLE 38
TERM OF AGREEMENT

This Agreement shall be effective as of June 1, 2009 and shall remain in effect until May 31, 2011, and shall be automatically renewed and extended from year to year thereafter without addition, change, or amendment, unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term then in existence, of its desire to terminate, change, amend or add to the Agreement.

All notices to the Union, unless otherwise changed by written notice, shall be sent to said Union at

835 Howard Street, 2nd Floor, San Francisco, CA 94103. All notices to the Hospitals, unless otherwise changed by written notice, shall be sent to the Chief Executive Officer and to the Human Resources Director of each facility that is the subject of that correspondence or notice, at the following addresses:

Good Samaritan Hospital
2425 Samaritan Drive
San Jose, California 95124
Regional Medical Center of San Jose
225 North Jackson Avenue
San Jose, California 95116


Dated this ___ day of December, 2009 at San Jose, California.

Engineers and Scientists of California, Local
20, IFPTE (AFL-CIO & CLC)




Mark Mitchell, Business Manager

The Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital and San Jose Healthcare System, L.P. d/b/a Regional Medical Center of San Jose



Stephen R. Lueke, Attorney for The Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital and San Jose Healthcare System, L.P. d/b/a Regional Medical Center of San Jose



Samuel Romano, for The Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital and San Jose Healthcare System, L.P. d/b/a Regional Medical Center of San Jose

APPENDIX A SIDE LETTER

RE: Transition To PTO For Ex-Alexian Brothers Hospital Employees

The following provision (Article 16, Section 1) of the collective bargaining agreement dated March 31, 1999 between Alexian Brothers Hospital and the Union will remain in effect for the limited and sole purpose of calculating eligibility of ex-Alexian Brothers Hospital employees (who meet the criteria specified below) for the partial payout of ESL upon retirement:

Section 1. Transition to PTO

Technologists will continue to accrue vacation, sick leave, and holiday benefits as set forth in the collective bargaining agreement between Alexian Brothers Hospital and ESC (Radiologic Technologist Bargaining Unit) which was in effect from June 1, 1997 through November 30, 1998, until the first pay period commencing on or after January 1, 2000. At that time Technologists will cease accruing vacation, sick leave and holiday hours and will begin accruing PTO and ESL pursuant to the following sections of this Article, and all accrued vacation hours and unused holiday hours will be converted to PTO. Accrued sick leave will be converted to ESL. Technologists who, as of the effective date of this Agreement, are at least forty-five (45) years of age, and have at least at least 10 years of service, shall be eligible for a payout of a portion of their unused ESL at retirement from the Hospital after age fifty-five (55), on the following basis:

<u>Years of Service</u> (as of effective date of Agreement)	<u>ESL hours equal to percentage of sick leave hours accrued as of the first pay period commencing on or after January 1, 2000.</u>
10 to 14 Years	10%
15 to 19 Years	15%
20 to 24 Years	20%
25 to 29 Years	25%
30 Years or More	30%

Example: 50 year old Technologist has 21 years of service as of effective date of Agreement and has 125 hours of sick leave accrued as of the first pay period beginning in the year 2000. If she works at ABH to age 55, and thereafter terminates her employment, she will receive 20% of 125 hours (25 hours) of ESL (if she has at least 125 hours of ESL in her bank at termination).

APPENDIX B SIDE LETTER

RE: Cardiac Ultrasonographers/Echo Technician – Contract Deviations

On-Call and Call-Back will be paid pursuant to the requirements of the collective bargaining agreement.

For purposes of layoff and recall, temporary reduction in staffing, shift assignments, and vacation scheduling, Cardiac Ultrasonographers'/Echo Technicians' seniority will remain independent from other bargaining unit employees. Accordingly, the provisions of the collective bargaining agreement governing layoff and recall, temporary reduction in staffing, shift assignments, and vacation scheduling shall be applied independently to Cardiac Ultrasonographers/Echo Technicians on the basis of seniority among the Cardiac Ultrasonographers/Echo Technicians.

Current employees will receive the wage increases designated in the contract and will be placed accordingly on the scale below.

	Increase	Cardiac Ultrasonographers/Echo Technician I						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step xxxx
Effective June 1, 2009	3.00%	34.74	35.70	36.68	37.69	38.73	39.79	
Effective June 1, 2010	4.00%	36.13	37.13	38.15	39.20	40.28	41.38	xxxx
		Cardiac Ultrasonographers/Echo Technician II						
Effective June 1, 2009	3.00%	42.31	43.79	45.32	46.91	48.55	50.24	xxxx
Effective June 1, 2010	4.00%	44.00	45.54	47.13	48.78	50.50	52.25	xxxx
		Cardiac Ultrasonographers/Echo Technician III						
Effective June 1, 2009	3.00%	42.93	44.42	45.98	47.60	49.25	50.99	52.71
Effective June 1, 2010	4.00%	44.65	46.20	47.82	49.50	51.22	53.02	54.87

**Step 7 is attainable only after a Cardiac Ultrasonographer/Echo Technician has been at Step 6 for nine (9) years or has had fifteen (15) years of bargaining unit employment, whichever is less.

APPENDIX C
SIDE LETTER

RE: Good Samaritan Hospital and Breast Center - Vacation Bidding

The parties agree that for purposes of vacation bidding, described in Article 16, Section 7, it is understood that the employees of Good Samaritan Hospital and the Breast Center will be awarded vacation time off in accordance with the following:

Vacation requests for the period from Memorial Day through Labor Day shall be granted in segments of no more than two consecutive weeks in each round of bidding.

APPENDIX D

SIDE LETTER

The parties agree to the following Cardiac Ultrasonographer/Echo Technician Wage Scale Placement for the listed incumbent employees:

Dept 74430 GSH

Name	Classification	Scale Placement	6/1/09 Wage
Carolina Alip	Cardiac Ultrasound Tech II	ET III, Step 6	\$50.99
Melanie Londono	Cardiac Ultrasound Tech II	ET III, Step 6	\$50.99
Maria Allison	Cardiac Ultrasound Tech II	ET III, Step 6	\$50.99

Dept 74426 RCM

Pantea Molavi Echo Tech		ET I, Step 5	\$38.73
Deborah Lazzarino	Echo Tech	ET II, Step 6	\$50.24