

**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,  
LOCAL 20, IFPTE (AFL-CIO & CLC)**

**Clinical Laboratory Scientists Bargaining Unit**

**May 1, 2011**

**TO**

**April 30, 2013**

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## **PREAMBLE**

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2011, 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", or "Hospital".

## **ARTICLE 1** **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining agent for the Clinical Laboratory Scientists (hereinafter sometimes referred to as "CLSs") covered by this Agreement 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 employees covered by this Agreement are all those individuals employed in the Employers' laboratories who hold a Clinical Laboratory Scientist License, or a Clinical Laboratory Bioanalyst License, and who are employed as a Clinical Laboratory Scientist I or a Clinical Laboratory Scientist II, Point of Care Testing Coordinator, or Laboratory Information Systems Analyst ("LIS"). Additionally, employees employed in the position of Medical Laboratory Technologist ("MLT") will be covered by this Agreement when and if the Employer creates said position, with the understanding that the Employer retains the right to set wages and other initial terms and conditions of employment for said position that will be subject to negotiation upon the next normal contract negotiations cycle. Specifically excluded however, are all per diem casuals, temporary help (i.e., employees hired for a period of time not to exceed 90 calendar days) and supervisory positions.

It is agreed that the provisions of Article 1 and Article 2 do not guarantee any particular work to any employee and within the constraints of the Welfare and Institutions Code and Business and Professions Code (and the related regulations) of the State of California, the Managers and/or Directors of the Employer will assign the work that is performed by employees in this bargaining unit and the work that should be performed by employees outside this bargaining unit. Additionally, the scope of recognition granted in Article 1 shall have no application in any other corporation or facility the Employer has an interest in or opens, even if said corporation or new facility employs Clinical Laboratory Scientists 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 The Employer opens a laboratory in a location that does not have a laboratory and which will employ employees who hold any of the licenses mentioned in the preceding paragraph and who will perform work directly related to such license, the employees performing such work will be covered by this 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 the existing unit under the National Labor-Management Relations Act.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 1      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 hospital in which they are qualified to work, or to determine appropriate staffing levels. Thus, the Employer 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 from performing laboratory procedures; provided, supervisory or managerial positions will not be created for the purpose of reducing bargaining unit hours or positions.

#### **Section 2      ELABORATION OF RIGHTS**

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

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

**Section 3 NOTICE OF SUBCONTRACTING/DISCONTINUANCE OF SERVICE**

The Employer agrees to give the union forty-five (45) days advance notice (or pay in lieu thereof for hours lost by affected Clinical Laboratory Scientists) of its intention to subcontract any work being performed by bargaining unit employees or of its intention to discontinue a service in which bargaining unit employees work and will meet and confer with the union about the reasons for the proposed subcontracting or discontinuance of the service and will consider the Union's input in deciding whether to go forward with the subcontracting or the discontinuance of the service. Employees laid off as a consequence of subcontracting or the discontinuance of a service will be eligible for severance pay as set forth in Article 13.

**ARTICLE 4**  
**MEMBERSHIP**

**Section 1 MAINTENANCE OF MEMBERSHIP**

A. All Clinical Laboratory Scientists employed by the Employer who, on the effective date of this Agreement, are members of the Union and all Clinical Laboratory Scientists 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 July 17, 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 July 17, 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 Clinical Laboratory Scientist is employed, the Employer shall deliver to the Clinical Laboratory Scientist a written notice stating that the Employer recognizes the Union as the agent representing its Clinical Laboratory Scientists, and shall quote in full this Article of this Agreement.

**Section 4 LIST OF CLINICAL LABORATORY SCIENTISTS**

Upon the execution of this Agreement, the employer shall supply a list of all current employees covered by this Agreement monthly by name, address, social security number, shift, date of hire, hourly pay rate and classification to the office of the Union 835 Howard Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103. Thereafter, the Employer 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 Employer 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 Employer will deduct the Union membership dues from the salary of each Clinical Laboratory Scientist who voluntarily agrees to such deductions, and who submits a standard written authorization to the Employer setting forth standard amounts to be deducted monthly. Said written authorization may be revoked by the Clinical Laboratory Scientist at any time upon the Clinical Laboratory Scientist delivering to the Employer written revocation of said authorization. Each month's deductions shall be made by the Employer and shall be remitted by the Employer 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 Clinical Laboratory Scientist so affected and submits to the Employer a copy of the letter notifying the Clinical Laboratory Scientist of the dues increase. In the event the Union revises the method by which the amount of dues owed by Clinical Laboratory Scientists is calculated, and if such revision requires that the Employer change its payroll computer program to accommodate the changed method of dues calculation, the Employer's 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 Clinical Laboratory Scientists and the Union hereby indemnify the Employer and hold it 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 Clinical Laboratory Scientists or the Union in connection with said deduction of dues.

**ARTICLE 6**  
**NON-DISCRIMINATION**

There shall be no unlawful discrimination by the Employer against any employee covered by this Agreement on account of membership in, or activity on behalf of the Union, or on account of age, sex, race, creed, color, national origin, physical handicap or sexual orientation. Likewise, there shall be no unlawful discrimination by the Union against any employee or against any applicant for membership in said organization.

**ARTICLE 7**  
**DEFINITIONS**

**Section 1 CLINICAL LABORATORY SCIENTIST I**

Performs various chemical, microscopic, morphologic, immunologic, bacteriologic and other tests together with all other duties performed by a Clinical Laboratory Scientist I and holds a valid California Clinical Laboratory Scientist License.

**Section 2 CLINICAL LABORATORY SCIENTIST II**

In addition to all of the qualifications and duties performed by the Clinical Laboratory Scientist I, the Clinical Laboratory Scientist II must have demonstrated acceptable judgment and technical skill and must have demonstrated supervisory ability and must have at least one (1) year acceptable experience as a Clinical Laboratory Scientist I, Step 5, and shall be in charge of a specialized department or work on a shift involving a variety of tests in several different departments when assigned by rotation with a minimum of supervision and must assist in supervising Lab trainees, Lab Assistants, Lab Aides, Clinical Laboratory Scientists, etc., and must relieve the supervisory Clinical Laboratory Scientist as delegated.

**Section 3 POINT-OF-CARE TESTING CO-ORDINATOR**

Oversees the Point-of-Care Testing program at the hospital and any ancillary sites. Interfaces with nurses, physicians, vendors, laboratory personnel, and other healthcare workers to ensure compliance with all regulatory agencies. Holds a valid California Clinical Laboratory Scientist License.

**Section 4 ACCREDITED FACILITY DEFINED**

Accredited is defined to be accredited by the Joint Commission on Accreditation of Hospitals, the College of American Pathologists, Medicare approved, Service Hospitals (US), foreign hospitals which are equivalent in practice, and Medicare approved clinical laboratories. The Employer's determination of equivalency shall not be grievable.

**Section 5 FULL-TIME DEFINED**

A full-time Clinical Laboratory Scientist is one who is regularly scheduled to work at least eighty (80) hours within a bi-weekly period. For purposes of participation in group insurance benefits only, a Clinical Laboratory Scientist who is regularly scheduled to work at least sixty-four (64) hours within a bi-weekly period will be considered full-time.

**Section 6 PART-TIME DEFINED**

A regular part-time Clinical Laboratory Scientist is one who is regularly employed for a minimum of thirty-two hours bi-weekly. A part-time Clinical Laboratory Scientist must be regularly scheduled to work at least forty (40) hours bi-weekly to be eligible to participate in the group insurance benefits.

**Section 7 FULL SHIFT**

Eight (8) hours of work shall constitute and is herein defined as a full shift.

**Section 8 LEADS**

The Employer may institute a Lead and/or Point of Care Testing Coordinator position in accordance with the following. If such a position is created, the individual(s) selected to fill that position will be paid a premium of five percent (5%) over and above the selected employee's applicable wage rate; provided, however, there is no obligation that the Employer create or maintain such a position, and provided further that the Employer retains the complete and sole discretion to select individuals to serve in any lead and/or Point of Care Testing Coordinator position that might be established. Individuals selected for the lead or Point of Care Testing Coordinator position shall be placed in probationary status for the first ninety (90) days after beginning work as a Lead or Point of Care Testing Coordinator, and decisions regarding the selection of individuals to serve as leads or Point of Care Testing Coordinator shall not be subject to the grievance and arbitration provision of this Agreement.

## **ARTICLE 8** **COMPENSATION**

### **Section 1 WAGES**

During the term of this Agreement, the rates of pay for the classifications herein set forth shall be as follows:

<b>CLINICAL LABORATORY SCIENTIST I</b>						
	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Current Rates		\$36.34	\$38.22	\$40.04	\$42.15	\$44.57
Effective July 10, 2011	1.0%	\$36.70	\$38.60	\$40.44	\$42.57	\$45.02
*Effective 5/13/12	2.0%	\$37.43	\$39.37	\$41.25	\$43.42	\$45.92
*Effective 11/11/12	2.0%	\$38.18	\$40.16	\$42.08	\$44.29	\$46.84

<b>CLINICAL LABORATORY SCIENTIST II</b>							
	Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6**
Current Rates		\$40.46	\$42.43	\$44.52	\$46.84	\$49.16	\$50.64
Effective July 10, 2011	1.0%	\$40.86	\$42.85	\$44.97	\$47.31	\$49.65	\$51.15
*Effective 5/13/12	2.0%	\$41.68	\$43.71	\$45.87	\$48.26	\$50.64	\$52.17
*Effective 11/11/12	2.0%	\$42.51	\$44.58	\$46.79	\$49.23	\$51.65	\$53.21

\* "Effective" means beginning with the first pay period subsequent to the stated date.

\*\*Step 6 applies to CLS's after 15 years of credited experience.

**BONUS PAYMENT:** A one-time cash bonus in the amount of \$300.00 will be paid to all bargaining unit employees on December 2, 2011. In order to be eligible for the bonus payment, employees must be on the Hospitals' payroll at both the time of ratification of the Agreement and on the bonus payout date.

### **Section 2 STEP INCREASES**

Step increases in salary for regular full-time and part-time CLSs shall normally be based upon each twelve (12) calendar months. The anniversary date of employment as a CLS or the date of the last step increase shall determine the twelve month period. A CLS I

who, after at least one year as a CLS I at Step 5, receives an acceptable annual performance evaluation, will be promoted to CLS II, Step 4. Good cause will be noted for an unacceptable evaluation of the CLS I who has been at Step 5 for at least one year.

### **Section 3 SUPERVISORY RELIEF**

At the specific request and at the sole discretion of laboratory management, a CLS may be assigned to be "in charge" of a component in the absence of a manager. If the assignment is for a period of more than four consecutive hours, the CLS will receive additional compensation of sixteen dollars (\$16.00) for the shift on which the assignment occurred. Such Clinical Laboratory Scientist shall remain in the bargaining unit during all of such relief time. Substitution by a Clinical Laboratory Scientist I for a Clinical Laboratory Scientist II does not qualify for such pay.

## **ARTICLE 9** **CREDIT FOR PREVIOUS EXPERIENCE**

### **Section 1 TENURE CREDIT**

#### **CLINICAL LABORATORY SCIENTIST I**

Applicants hired into the Clinical Laboratory Scientist I, or Point of Care Testing Coordinator classification will be offered a starting salary based on the Hospital's assessment of applicable experience acquired in an accredited facility as defined in Article 7, Section 3 of this Agreement. Subsequent step increases within the CLS I or Point of Care Testing Coordinator job classification shall normally occur on the anniversary of the employee's date of hire or last step increase, but not later than one year after advancement to that last step.

The Employer may utilize an entry level CLS classification in order to fill open CLS positions after the Employer has unsuccessfully searched for fully qualified CLS candidates. The entry level CLS will move to the CLS I classification within twelve (12) months of beginning employment in an entry level capacity provided that the individual has demonstrated acceptable performance. The entry level CLS classification shall only apply to: (1) individuals with a valid California CLS license, but without current applicable experience as assessed by the Employer; and (2) individuals with a temporary California CLS license. However, if an individual working pursuant to this paragraph with a temporary California CLS license has that license revoked by Laboratory Field Services, then that individual's employment will be immediately terminated. An entry level CLS employee will be paid ten percent (10%) less than the current CLS I, Step 1 rate, and will remain a probationary employee without access to the grievance and arbitration provision of this Agreement until such time as he/she is elevated to a CLS I position.

## **CLINICAL LABORATORY SCIENTIST II**

Providing the qualifications noted in Article 7, Section 2 and in the job description for CLS II or Point of Care Testing Coordinator are met, individuals may be hired from outside the Hospital into the Clinical Laboratory Scientist II or Point of Care Testing Coordinator classification providing they have more than five years experience as a Clinical Laboratory Scientist. These individuals will be placed no higher than Step 4 of the Clinical Laboratory Scientist II salary range, except that individuals hired into a Point of Care Testing Coordinator position by be placed up to and including Step 6.

If a new hire is granted experience credit that results in pay for experience exceeding that of any incumbent Clinical Laboratory Scientist who has like experience, at least the same status, working on the same shift as the newly hired employee, the incumbent shall be granted equivalent credit for experience as the new hire at the time of new hire's employment and the anniversary date of the incumbent Clinical Laboratory Scientist shall be changed to the same date as the new-hire.

### **Section 2 BURDEN OF PROOF**

If the Employer's records are incomplete with respect to tenure credit, the burden of proof of all tenure credit shall rest with the Clinical Laboratory Scientist. 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 Union on a situation-by-situation basis, but in such a case, the determination of the Employer shall not be subject to grievance.

## **ARTICLE 10** **SHIFT DIFFERENTIALS**

### **Section 1 PM DIFFERENTIAL**

Effective November 13, 2011, a differential of three dollars and 50 cents (\$3.50) per hour shall be paid on top of a Clinical Laboratory Scientist'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 3pm and 11pm.

### **Section 2 NIGHT DIFFERENTIAL**

Effective November 13, 2011, a differential of five dollars and 25 cents (\$5.25) per hour shall be paid on top of a Clinical Laboratory Scientist'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 11pm and 7am.

**Section 3 WEEKEND SHIFT DIFFERENTIAL**

For all hours worked on weekend shifts the Tech will be paid an additional shift differential in the amount of \$1.00 per hour on top of his/her hourly rate and any applicable PM or night shift differential. For purposes of this section, a weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

**ARTICLE 11**  
**OVERTIME**

**Section 1 DAILY COMPENSATION**

Unless the parties agree to implement an alternative staffing schedule, work authorized in accordance with the Employer's policy in excess of eight (8) hours per day shall be compensated at a rate of time and one-half (1½) the regular rate of pay up to a total of twelve (12) hours per day. Work in excess of twelve (12) hours shall be compensated at the rate of two (2) times the regular rate of pay.

**Section 2 BI-WEEKLY COMPENSATION**

Work authorized in accordance with the Employer's policy in excess of eighty (80) hours worked in the bi-weekly pay period shall be compensated at the rate of time and one-half (1½) the regular rate of pay for the day(s) on which the overtime is worked.

**Section 3 MEAL PERIOD AND PAYMENT FOR MEAL TIME WORKED**

Full shift Clinical Laboratory Scientists who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive not less than one-half (½) hour for meals. If such a Clinical Laboratory Scientist is required and authorized by the Department Manager and/or Director 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 purpose of computing overtime.

**Section 4 AUTHORIZATION OF OVERTIME**

All overtime worked by a Clinical Laboratory Scientist shall be authorized in advance, unless it is not possible to secure authorization in advance due to the emergency of a situation. The Clinical Laboratory Scientist shall record the overtime on the day overtime is worked, the reasons therefore, and the supervisor authorizing the overtime (if any), on a record as specified by the Employer.

**Section 5 REST BETWEEN SHIFTS**

If a Clinical Laboratory Scientist does not have twelve (12) hours rest between shifts she/he works, she/he will receive time and one half (1½) for all hours worked until

twelve (12) hours have elapsed from the completion of his/her preceding shift worked. If a Clinical Laboratory Scientist 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 pay is paid shall count as rest time for purposes of this paragraph.

#### **Section 6 REPORTING PAY**

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.

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

#### **Section 1 STAND-BY DEFINED**

Stand-by is defined as a scheduled assignment for the Clinical Laboratory Scientist to stand-by and to be available for recall to the Employer should the need arise. The Clinical Laboratory Scientist shall be compensated for stand-by duty as provided herein.

#### **Section 2 STAND-BY PAY**

A. **Normal Stand-By Pay** - Any regular full-time or regular part-time Clinical Laboratory Scientist who is placed on stand-by duty beyond the Clinical Laboratory Scientist's regularly scheduled workday or workweek shall receive pay at the rate of one-half ( $\frac{1}{2}$ ) times the Clinical Laboratory Scientist's straight time hourly rate for each hour said Clinical Laboratory Scientist is on stand-by.

B. **Stand-By Pay On Holidays** - Any regular full-time or part-time Clinical Laboratory Scientist on stand-by duty shall receive three-quarters ( $\frac{3}{4}$ ) of the straight time hourly rate while on stand-by for all recognized holidays set forth in ARTICLE 15, Section 7 except personal birthday and float holidays.

#### **Section 3 CALL-BACK WHILE ON STAND-BY**

If a Clinical Laboratory Scientist is called to work while on stand-by, the Clinical Laboratory Scientist shall receive one and one-half ( $1\frac{1}{2}$ ) times the straight time hourly rate for all time actually worked, 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. **Call-Back Defined** - Call-back is defined as a call to a Clinical Laboratory Scientist to return to work after the Clinical Laboratory Scientist has

left the Employer, and prior to the Clinical Laboratory Scientist's next scheduled shift.

**B. Schedule Changes-** A notice of more than two hours will be considered to be a schedule change and will not qualify for premium pay.

**C. Premium Pay for Call Back -** Premium Pay for call back applies only to those hours actually worked prior to the unit member's next regularly scheduled shift and does not apply to hours of a regularly scheduled shift. Pay for time actually worked shall be at the rate of two (2) times the straight time hourly rate.

**D. Originally Scheduled -** These provisions do not apply to a situation where a Clinical Laboratory Scientist is originally scheduled to work and is taking an additional day off without pay at the request of either the Employer or Clinical Laboratory Scientist and is recalled due to unanticipated staffing needs.

## **ARTICLE 13** **WORK SCHEDULES**

### **Section 1 POSTING SHIFT SCHEDULES**

The Employer agrees to post all Clinical Laboratory Scientist's regularly assigned shifts, in an accessible place, not less than twenty-one (21) days prior to the date the shift is scheduled to begin. In the event an employee's schedule is changed due to emergency or operational circumstances with less than fourteen (14) days notice, s/he will be immediately notified of the schedule change. Except as provided below, the Employer will give fourteen (14) days notice of schedule changes. Upon request to management by the CLS, s/he will be provided with a copy of the schedule. Each CLS will remain responsible for reviewing the department's master schedule for any subsequent changes. In the event an employee's schedule is changed due to emergency or operational circumstances with less than fourteen (14) days' notice, s/he will be immediately notified of the schedule change.

Except in the case of emergency or operational circumstances, any schedule change with less than fourteen (14) days notice will be with the mutual consent of the Employer and the Employee. A Clinical Laboratory Scientist must arrange for satisfactory coverage if he/she desires a change in the schedule after the schedule has been posted. Any change so arranged must be approved by the Clinical Laboratory Scientist's immediate supervisor.

### **Section 2 SHIFT ASSIGNMENTS**

If, due to emergency or operational circumstances, it becomes necessary to change a unit member's scheduled days of work or shift assignment permanently or temporarily, and if

no regular bargaining unit member volunteers for the shift change, the least senior regular unit member qualified to perform the available work will be assigned.

### **Section 3 REST PERIODS**

Unit members are allowed a rest period of fifteen (15) minutes during each continuous four (4) hours of work. Rest periods are intended to serve as an opportunity to be refreshed and shall not be taken concurrent with the meal period or taken at the beginning or end of a scheduled shift. Rest periods may not be combined and should be taken away from the work station.

### **Section 4 COMPONENTS**

The Employer shall have two components: (1) Microbiology; and (2) General Laboratory.

### **Section 5 SENIORITY**

For purposes of granting the Agreement's layoff and recall provisions and for granting leaves of absence, a Clinical Laboratory Scientist's seniority will be defined as his/her total length of service in the Clinical Laboratory Scientist bargaining unit with any Employer that is signatory to this Agreement. Seniority of an employee who floats among facilities will be defined as his/her total length of service in the Clinical Laboratory Scientist bargaining unit and will be applied at each facility to which the employee has floated in the 12 month period preceding a layoff effective date. For purposes of determining a Clinical Laboratory Scientist's entitlement to accrued benefits provided under the contract or for purposes of job bidding, his or her seniority will be determined based upon the date of hire as a 2/5ths or more employee with any signatory Employer.

Clinical Laboratory Scientists who experience a 12-month or more absence due to workforce reduction will lose seniority for all purposes.

### **Section 6 LAYOFF AND RECALL**

A. In the event of a reduction in force or reduction of regular hours at the laboratory, the Hospital will notify the Union and will, upon request, meet with the Union and consider its input at reasonable times during the thirty (30) day period following such notice.

The Hospital will give affected employees at least two (2) weeks notice of layoff. Such notice may be given during the thirty (30) day notification period set forth in the preceding paragraph, not to be effective prior to thirty (30) days from the date of the initial notice to the Union. During this time the Hospital will seek volunteers for layoff in the affected positions which would reduce the need for layoffs and will meet with the Union on request to discuss alternatives to layoffs. Volunteers for layoff in such positions will be selected on the basis of seniority.

If an insufficient number of Clinical Laboratory Scientists volunteer for layoff to meet reduction goals, the least senior Clinical Laboratory Scientist occupying positions to be eliminated will be displaced. Initial displacements shall be carried out by shift and component within the affected Hospital. Displaced Clinical Laboratory Scientists will have the right to bump other less senior Clinical Laboratory Scientists within their component providing the Clinical Laboratory Scientist is qualified and has the ability, with no more than fifteen (15) days orientation, to competently perform the available work. It is understood that the Hospital will notify the Union of its conclusion that a Clinical Laboratory Scientist has not demonstrated his/her ability within said fifteen (15) days prior to terminating the Clinical Laboratory Scientist and the orientation period may be extended by agreement of the parties. A Clinical Laboratory Scientist exercising his/her seniority to take a float position, must take the entire float position, not just the hours worked at the Clinical Laboratory Scientist's component.

B. Clinical Laboratory Scientists 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 Clinical Laboratory Scientists in their component. The bumped Clinical Laboratory Scientists may elect to follow the same bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff. (All bumps to be accomplished within the same seventy-two (72) hour period). For purposes of recall, seniority will be exercised. Non-bargaining unit employees can not bump into bargaining unit positions. For purposes of this Agreement, the Hospitals are recognized as separate employers; 'Microbiology' and 'General Laboratory' shall be recognized as the separate "components" within each Hospital.

C. For a period of up to one year from the date of layoff, Clinical Laboratory Scientists will be recalled, in order of bargaining unit seniority, to vacancies that occur at the Hospital provided they are qualified and have the ability to competently perform, with no more than (15) days orientation the available work (it being understood that the Hospital will notify the Union of its conclusion that a Clinical Laboratory Scientist has not demonstrated his/her ability within said fifteen (15) days prior to terminating the Clinical Laboratory Scientist). A Clinical Laboratory Scientist who is laid off shall retain seniority until he/she has been offered a relatively equal position or until one (1) year has elapsed from the date of layoff.

D. It is the responsibility of the individual Clinical Laboratory Scientist to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled Clinical Laboratory Scientist 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 Clinical Laboratory Scientist of available employment. If a Clinical Laboratory Scientist does not accept recall within seventy-two (72) hours, the Clinical Laboratory Scientist will be considered to have voluntarily resigned. Upon recall from layoff status, the Clinical Laboratory Scientist will be entitled to restoration of seniority and placement at the same wage rate in effect at the time

of the layoff. Clinical Laboratory Scientists who experience a 12-month or more absence due to workforce reduction will lose seniority for all purposes.

E. If it becomes operationally necessary to transfer Clinical Laboratory Scientists from one laboratory component to another, volunteers shall first be sought, then transfers shall be made in reverse bargaining unit seniority provided the Clinical Laboratory Scientists are qualified and have the ability to perform the available work with reasonable orientation. A Clinical Laboratory Scientist may elect layoff in lieu of transfer.

F. The parties agree that any of the Clinical Laboratory Scientists can voluntarily agree to a reduction in his/her hours in lieu of layoffs being implemented under the layoff language in the Agreement between the parties. Where additional work hours become available subsequent to such a voluntary decision to reduce hours, the most senior employee who has agreed to a voluntary reduction in hours shall receive the first chance to work the additional hours that become available up to the number of hours that Clinical Laboratory Scientist gave up in the voluntary reduction of hours. The parties also agree that additional work hours that are available will be offered to those Clinical Laboratory Scientists that have voluntarily reduced his/her hours in lieu of layoff before the hours are made available to be worked by per diem Clinical Laboratory Scientists, but the Hospital may use per diems without offering the hours to Clinical Laboratory Scientists who have voluntarily reduced hours when the Hospital has less than 24 hours to fill the shift or hours. The parties agree that if sufficient hours are available to post a regular part-time or full-time position, the Hospital will first restore hours to Clinical Laboratory Scientists who have voluntarily reduced their hours unless to do so will negatively impact laboratory staffing.

G. The Hospital will provide information regarding current vacancies at the time of layoff to Clinical Laboratory Scientists who are laid off, and those Clinical Laboratory Scientists can use her/his seniority to bid for vacant bargaining unit positions during the recall period.

## **Section 7 SEVERANCE PAY**

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

Clinical Laboratory Scientists 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:

<input type="checkbox"/> Length of Service	Weeks of Base pay
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 Employer will continue to provide insurance coverages in effect at the time of the layoff at the same cost as though the Clinical Laboratory Scientist 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 (voluntarily or otherwise) pursuant to this Agreement. Severance benefits are paid out over the severance period on the same basis as though the Clinical Laboratory Scientist 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 8      TEMPORARY REDUCTION IN STAFFING**

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

First, volunteers will be solicited. If more than one person is willing to voluntarily reduce his/her hours, seniority shall apply.

If there are no volunteers, then any per diem Clinical Laboratory Scientist employee working on that shift will be canceled.

In the event that there are no volunteers or per diem employees on the shift in question, the Clinical Laboratory Scientist to have his/her hours reduced will be selected on a rotational basis, with the least senior Clinical Laboratory Scientist on duty in the component being canceled first and rotating the involuntary cancellation of hours throughout the year until all Clinical Laboratory Scientists have taken a turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Clinical Laboratory Scientist who has been placed "in-charge" of a component because of the absence of the manager or a Clinical Laboratory Scientist II performing as Acting Manager will not be subject to temporary reduction in hours.

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 14**

### **JOB POSTING**

#### **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, as well as in a designated area of the laboratory.

#### **Section 2 FILLING VACANCIES**

Whereas between two (2) or more qualified Clinical Laboratory Scientists who tender their bid to fill any vacancy, and if their qualifications and job performance are relatively equal, the most senior Clinical Laboratory Scientist in the Clinical Laboratory component who is trained in the job function with the vacancy shall be selected. If the vacancy is not filled by a Clinical Laboratory Scientist from the laboratory component in which the vacancy occurs, and two or more qualified Clinical Laboratory Scientists tender their bid to fill a vacancy and their qualifications and job performance are relatively equal, the most senior Clinical Laboratory Scientist from any laboratory 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 filled on a regular basis from outside the Employer.

A Clinical Laboratory Scientist who successfully bids for a job under this Section shall maintain his/her seniority along with all the rights that pertain to seniority.

The Employer will provide information regarding current vacancies at the time of the layoff to Clinical Laboratory Scientists who are laid off, and those Clinical Laboratory Scientists can use their seniority to bid for vacant bargaining unit positions during recall period.

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

**ARTICLE 15**  
**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 or Worker's 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 (excluding overtime premium), 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, prorated for part-time benefited 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 unit member'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 Head.

E. Employees with over one year of service must use a minimum of 20 PTO days per year. This amount is pro-rated for regular part-time employees based upon status.

F. Other than exceptions noted above, PTO will be used for all time off except that which is required to temporarily reduce staff 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 at least one hour 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 rate at which such hours are paid will be at the employee's current straight-time hourly rate.

B. PTO hours may not be used to extend employment beyond the last day actually worked.

C. Clinical Laboratory Scientists 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 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 their PTO balance beyond the prorated maximum while maintaining the regular minimum balance.

## **Section 5 EXTENDED SICK LEAVE ACCOUNT**

A. In addition to PTO, the unit member 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. Any scheduled workdays within the seven consecutive calendar days are charged against the PTO account. The waiting period to utilize ESL will be waived if the employee has been hospitalized as an inpatient.

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 Employer 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.

## **Section 6 INTEGRATION OF BENEFITS**

The Employer shall provide for the integration of PTO with Workers' Compensation and Disability Insurance programs. The unit member shall provide the Employer with the date necessary to integrate these benefits and shall file any necessary application for benefits in connection therewith. The Employer shall pay PTO in the amount necessary to supplement the income from State Disability Insurance or Workers' Compensation to the extent of the unit member's regular pay rate, and will charge the unit member's sick leave balance with the supplement amount paid.

**Section 7 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 (1-1/2) of the employee's straight time hourly rate for the holiday worked. Holiday hours worked in excess of eight (8) hours shall be paid at two (2) times the employee's straight time hourly rate.

C. Thanksgiving, Christmas and New Year's Holidays. The Employer will make reasonable efforts to grant each full-time employee at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day or the following New Year's Day. This does not prevent each lab from continuing any current practices of granting more than one (1) of these holidays off. The Employer will rotate scheduled time off for these holidays among employees in the bargaining unit by shift. Vacation schedules cannot be used to circumvent the rotation of holidays.

**Section 8. VACATION SCHEDULING**

Vacations scheduled through 2009 and the first full week in January 2010 will be unaffected and the Hospitals will continue their existing vacation scheduling practices. The following practice for vacation bidding will apply for vacations starting on or after Monday, January 11, 2010. Beginning October 1<sup>st</sup> through October 31<sup>st</sup>, each employee will submit to his/her manager or department head, a list of his/her first, second and third choices for vacation dates for the twelve (12) month period commencing the second Monday in January the following year. During the initial bidding period, a Clinical Laboratory Scientist can submit requests up to their annual accrual of PTO for that year provided that they will have enough accrued by the time they are requesting time off.

Vacation requests for periods longer than three (3) weeks must receive special approval. Employees with more than one (1) year of service may request, during the annual scheduling period, not more than one (1) week (5 working days) of their accrued/available vacation entitlement in increments of not less than one (1) day.

On or before December 1 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) segments or more shall have seniority apply for the first choice of one (1) continuous vacation period. Once all employees have been scheduled for one (1) continuous vacation period, seniority shall apply in the same manner in each succeeding round.

Vacation requests shall be granted by seniority on a rotating basis by shift. The last two (2) calendar weeks in December may not be combined with the first calendar week in January for vacation scheduling purposes.

Requests for vacation dates which are submitted after October 31<sup>st</sup> 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.

**Cancellation of Vacation.** Pre-scheduled vacation may be cancelled by the Hospital to the extent that the employee will not have sufficient PTO to cover the absence. In such cases, the employee may request to take the pre-scheduled vacation as unpaid time, and such requests may be approved by management.

Vacations scheduled through 2009 and the first full week in January 2010 will be unaffected and the Hospitals will continue their existing vacation scheduling practices. The following practice for vacation bidding will apply for vacations starting on or after January 11, 2010.

Beginning October 1<sup>st</sup> through October 31<sup>st</sup>, each employee will submit to his/her manager or department head, a list of his/her first, second and third choices for vacation dates for the twelve (12) month period commencing the second Monday in January the following year. During the initial bidding period, a Clinical Laboratory Scientist can submit requests up to their annual accrual of PTO for that year provided that they will have enough accrued by the time they are requesting time off. Vacation requests for periods longer than three (3) weeks must receive special approval. Employees with more than one (1) year of service may request, during the annual scheduling period, not more than one (1) week (5 working days) of their accrued/available vacation entitlement in increments of not less than one (1) day.

On or before December 1 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) segments or more shall have seniority apply for the first choice of one (1) continuous vacation period. Once all employees have been scheduled for one (1) continuous vacation period, seniority shall apply in the same manner in each succeeding round.

Vacation requests shall be granted by seniority on a rotating basis by shift. The last two (2) calendar weeks in December may not be combined with the first calendar week in January for vacation scheduling purposes.

Requests for vacation dates which are submitted after October 31<sup>st</sup> 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.

Cancellation of Vacation. Pre-scheduled vacation may be cancelled by the Hospital to the extent that the employee will not have sufficient PTO to cover the absence. In such cases, the employee may request to take the pre-scheduled vacation as unpaid time, and such requests may be approved by management.

## **ARTICLE 16**

### **HEALTH, DENTAL, VISION AND LTD INSURANCE; 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.** Beginning January 2009, unmarried dependents age 19 up to their 26<sup>th</sup> birthday are eligible for coverage as long as they are: A student regularly attending an accredited school or fully dependent on the employee (claimed as a dependent on the parent's tax return).

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
<b>Full-time</b>	<b>Cost per Pay Period</b>	<b>Cost per Pay Period</b>	<b>Cost per Pay Period</b>
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
<b>Part-time</b>	<b>Cost per Pay Period</b>	<b>Cost per Pay Period</b>	<b>Cost per Pay Period</b>
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

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, 2008, 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 17 LIFE INSURANCE

The Hospitals shall continue to provide eligible regular full-time and regular part-time Clinical Laboratory Scientists with life insurance coverage and Accidental Death and Dismemberment (AD&D) insurance coverage in an amount equal to the Clinical Laboratory Scientist's basic annual earnings, rounded to the next higher \$1,000.00 (not to exceed \$15,000 for part-time Clinical Laboratory Scientists). Such coverage shall be provided under the HCA Life and AD&D plan provided to non-bargaining unit employees.

## ARTICLE 18 LEAVES OF ABSENCE AND EXCUSED ABSENCE

### Section 1     **GENERAL**

An application for a leave of absence and extensions and approval thereof by the Employer 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 Clinical Laboratory Scientist and will be responded to within one (1) week in writing by the Employer. This procedure may be waived in an emergency situation, but the request for leave must be presented in writing by the Clinical Laboratory Scientist, supported by a physician's certificate (if a medical emergency) within a reasonable time after the emergency. A Clinical Laboratory Scientist may, upon mutual written agreement with the Employer, return to work prior to the date agreed upon.

A.     **Accrual of Benefits** - A Clinical Laboratory Scientist shall not forfeit any accrued benefits, nor shall a Clinical Laboratory Scientist 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 Clinical Laboratory Scientist'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 Clinical Laboratory Scientists for bereavement due to a death in the immediate family. Immediate family shall include only the Clinical Laboratory Scientist'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 Clinical Laboratory Scientist requires a reasonable amount of additional time, an unpaid leave of absence may be granted. The Employer shall not unreasonably deny such extension, if justified.

### **Section 3 JURY DUTY**

A leave shall be granted for jury duty. A Clinical Laboratory Scientist who reports for jury duty will receive his/her normal straight time earnings. As a condition of receiving this pay, the Clinical Laboratory Scientist must produce, within three (3) calendar days of receipt of the same, a voucher from the Jury Commissioner that the Clinical Laboratory Scientist has been called or served, if such are provided. Clinical Laboratory Scientists 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 Employer 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 an Employer-sponsored program and in which the Employer gives the Clinical Laboratory Scientist 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 Clinical Laboratory Scientists 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 Employer's staffing requirements for patient care. An employee shall apply for education leave at least 15 days in advance, and the Employer 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-Employer sponsored programs. Copies of credits earned or certificates shall be submitted to the Department Manager.

### **Section 5 FAMILY CARE LEAVE**

A. **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 Clinical Laboratory Scientist'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. Clinical Laboratory Scientists 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 Clinical Laboratory Scientist's normal work schedule, when such measures are medically necessary. However, the Employer retains sole discretion to temporarily transfer any Clinical Laboratory Scientist who requests either intermittent leave or a reduced schedule to a position which better accommodates recurring periods of leave than the Clinical Laboratory Scientist's regular position. Any such transfer will be to a position with equivalent pay and benefits.

**B. Notice And Certification -** Clinical Laboratory Scientists 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 Clinical Laboratory Scientist'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 Clinical Laboratory Scientist needs to care for the individual requiring care, and a statement proving that the serious health condition warrants the participation of the Clinical Laboratory Scientist to provide care. A medical certification issued by a health care provider treating a Clinical Laboratory Scientist's own serious health condition must state the date on which the condition commenced, the probable duration of the condition, and that the Clinical Laboratory Scientist is unable to perform the function of his or her position. The Employer may require any Clinical Laboratory Scientist taking leave due to his or her own health condition to obtain a second and, if necessary, third medical opinion, at the Employer's expense.

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

**C. Compensation During Leave -** Family care leave is unpaid. However any Clinical Laboratory Scientist who has accrued PTO (and ESL in the case of leave due to a Clinical Laboratory Scientist's serious health condition) must use that leave to cover as much of the family care leave as possible.

**D. Benefits During- Leave -** The Employer will maintain group health insurance coverage for a Clinical Laboratory Scientist 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 Clinical Laboratory Scientist had

continued to work. In some instances, the Employer may recover premiums it paid to maintain health coverage for a Clinical Laboratory Scientist who fails to return to work following family care leave.

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

E. **Job Reinstatement** - Except as authorized by state and federal law, a Clinical Laboratory Scientist 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**

A. **Employee Eligibility** - A Clinical Laboratory Scientist 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.

B. **Notice and Certification** - Clinical Laboratory Scientists 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 recertification; and (4) periodic reports during the leave. A medical certification must state the date on which the Clinical Laboratory Scientist's pregnancy precluded the Clinical Laboratory Scientist from performing essential functions of her job and the anticipated period during which the Clinical Laboratory Scientist will remain unable to perform such duties as a consequence of her pregnancy. The Employer may require any Clinical Laboratory Scientist taking pregnancy leave to obtain a second and, if necessary, third medical opinion, at the Employer's expense, as to the Clinical Laboratory Scientist's ability or inability to perform the essential functions of her job due to her pregnancy.

C. **Compensation During Leave** - Pregnancy leave is unpaid. However, any Clinical Laboratory Scientist who has accrued PTO and ESL must use that leave to cover as much of the pregnancy leave as possible.

D. **Benefits During Leave** - The Employer will maintain group health insurance coverage for an eligible Clinical Laboratory Scientist 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 Clinical Laboratory Scientist had continued to work. In some instances, the

Employer may recover premiums it paid to maintain health coverage for a Clinical Laboratory Scientist who fails to return to work following Family and Medical Leave Act leave. Continuation of insurance coverages for Clinical Laboratory Scientists 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.

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

E. **Job Reinstatement** - A Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 reemployment 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 Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 Clinical Laboratory Scientist's doctor certifies that he or she is unable to work and ends when the doctor certifies that the Clinical Laboratory Scientist is able to return to work or after a total of four months of leave, whichever occurs first. Requests for extensions of a medical leave of absence will be considered if they are received by the Employer 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 Clinical Laboratory Scientist 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 Employer, and for which the Clinical Laboratory Scientist is otherwise eligible, will be continued during the period of disability only if the Clinical Laboratory Scientist 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 Clinical Laboratory Scientist will also remain his or her sole responsibility. Other benefits, such as PTO, will not accrue while the Clinical Laboratory Scientist is on medical leave.

**D. Notice And Verification** - A Clinical Laboratory Scientist who requires a leave of absence for medical reasons must notify the Employer in writing of the need for such a leave as soon as the Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 Clinical Laboratory Scientist's condition. Before returning to work from a medical leave of absence, a Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 Clinical Laboratory Scientist 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 Employer shall take any and all actions necessary to comply fully with these laws.

## **Section 9 PERSONAL LEAVE**

A Clinical Laboratory Scientist may be granted a personal leave of absence at the discretion of the Employer, for a period not to exceed, six months. A Clinical Laboratory Scientist 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 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 (whether or 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 by the Employer.

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 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 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:

(a) 1. fully vested, and,

(b) 2. whose age plus the number of years of covered service (1000 hours) following January 1, 2006 equal 85 or more, where

(c) 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.

### **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**  
**GRIEVANCE AND ARBITRATION**

**Section 1 DISCHARGE WITHOUT RECOURSE**

Clinical Laboratory Scientists may be discharged without recourse to the grievance procedure during the first three (3) calendar months of continuous employment. This period may be extended by the Employer up to an additional thirty (30) days, with notice to the Union.

**Section 2 EMPLOYER AND UNION COOPERATION**

In establishing the procedure hereinafter set forth, the Employer 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. The Clinical Laboratory Scientist, or Clinical Laboratory Scientists, may be represented by the Union at the second and succeeding stages of the grievance or arbitration procedure. The Union representative may be a Clinical Laboratory Scientist employed by the Employer 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 Clinical Laboratory Scientist with a grievance shall discuss the matter with the employee's immediate 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 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 thirty (30) days of the date the grievance was presented at Step 1, the grievance shall be presented in writing to the Laboratory Manager. The Laboratory Manager may reply in writing within ten (10) days after receipt of the grievance. If the Laboratory Manager does not respond within the time limits, the grievant may appeal to the next level.

**Step 3** - If the grievance is not resolved at Step 2, then, thirty (30) days thereafter, of the date the grievance was presented at step 2, the grievance shall be presented in writing to the Chief Operating Officer, or his/her representative who should reply in writing within twenty (20) days. If the Chief Operating Officer, or his/her representative, does not respond within the time limits, the grievant may appeal to the next level. The Clinical Laboratory Scientist may request a personal meeting with the Chief Operating Officer or his/her designee. Such a request will be honored by the Chief Operating Officer or his/her representative.

**Step 4** - If the grievance is not resolved within twenty (20) days of presentation 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 five (5) days, either may request a list of seven (7) arbitrators having hospital experience from the Federal Mediation and Conciliation Service. 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 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 EMPLOYER**

In the event of a dispute between the union and the Employer 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 (1/2) by the aggrieved party and one-half (1/2) 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 Employer's designee, to inspect a Clinical Laboratory Scientist's evaluation if the employee's written consent is presented to the Employer's designee.

**ARTICLE 21**  
**NO STRIKE - NO LOCKOUT**

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.

No violation of any provision of this Agreement shall excuse the employees, the Union or the Employer from the obligations imposed by this Article. In the event of a claimed violation of this Article by the Union, any employee, any employee(s), or the Employer, then the Union and the Employer shall have the right (without waiving or in lieu of any other rights it may have and without first arbitrating) to seek judicial restraint in state court of the action in violation of this Article.

**ARTICLE 22**  
**NO REDUCTION IN PAY, VACATION OR SHIFT DIFFERENTIAL BENEFITS**

As a result of the implementation of this Agreement, no Clinical Laboratory Scientist shall suffer a reduction in his or her rate of pay, vacation benefits or shift differential in existence at the date of the signing of this Agreement.

**ARTICLE 23**  
**DISCIPLINE**

**Section 1.** If any Clinical Laboratory Scientist is called to meet on a matter which involves the investigation of facts and that CLS reasonably believes the matter could lead to discharge or discipline, upon that CLS's request, the Hospital will allow the CLS 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 24**

### **CLINICAL LABORATORY SCIENTIST'S RIGHT TO RECEIVE & REVIEW EVALUATIONS AND WARNINGS**

The Clinical Laboratory Scientist may, during normal business hours of the Human Resources Department, review his or her personnel file to the extent permitted by law. The Clinical Laboratory Scientist shall be allowed the opportunity by the Supervisor or Department Manager of reading, signing, and receiving copies of performance evaluations or letters of warning prior to their placement in the Clinical Laboratory Scientist's personnel file. The Clinical Laboratory Scientist 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 25**

### **BULLETIN BOARDS**

Each Employer will provide and will mutually agree with the Union to a central and convenient location for a bulletin board. The Union agrees that no controversial material shall be posted. Material to be posted on bulletin boards shall be furnished to the Human Resources Department before posting.

## **ARTICLE 26**

### **BOOKS AND TUITION**

Consistent with the Employer's reimbursement policy or practice, Clinical Laboratory Scientists shall be reimbursed for tuition and books after completion of courses while in the employ of the Employer, 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 Clinical Laboratory Scientist. Approval of educational leave, as set forth in Article 17, Section 3C, does not constitute approval for reimbursement of books and tuition set forth in this Article. It is understood that the Employer may, from time to time, amend its policy and practices with regard to tuition and books for reimbursement.

**ARTICLE 27**  
**PROFESSIONAL PRACTICE COMMITTEE**

A Professional Practice Committee composed of Clinical Laboratory Scientists covered by this Agreement who are currently employed at the Employer shall be established to discuss matters which involve the practice of clinical laboratory science.

The Committee shall have one bargaining unit member from each component (Microbiology and General Laboratory) if each of these components has a Clinical Laboratory Scientist in the bargaining unit who volunteers to participate. Where more than one Clinical Laboratory Scientist volunteers, the Union shall determine the Clinical Laboratory Scientist who will participate. Committee membership shall also include one or more representatives of laboratory management to be selected by the Hospital.

The Committee may schedule one meeting per month of a duration of up to two (2) hours. These meetings will be held at a time which will not conflict with the routine of the laboratories. An agenda will be prepared by a laboratory management representative which contains all items within the scope of the Committee's objectives that are submitted by Committee members at least seven (7) calendar days in advance of each scheduled meeting. The agenda will be given to committee members at least five (5) calendar days in advance of the scheduled meeting. Written minutes of each meeting will be maintained by any committee member who wishes to take minutes.

The Professional Practice Committee shall serve as an advisory body to the Employer laboratory management. The objectives of the Professional Practice Committee will be: (a) to consider the constructive professional practice of clinical laboratory science; and (b) to work constructively with laboratory management for the improvement of patient care and the practice of clinical laboratory science.

The Professional Practice Committee shall have no authority to modify the terms and conditions of this Agreement, or to represent the parties in matters pertaining to collective bargaining. The Committee shall not involve itself with grievances or wages, hours and working conditions, or management rights as defined and set forth in the Agreement.

**ARTICLE 28**  
**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 29**  
**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 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 30**  
**WAIVER AND CONCLUSION OF BARGAINING**

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 Laboratory Executive Director.

No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force unless made in writing and executed by the Employer and the Union.

**ARTICLE 31**  
**PRECEDENTS AND PAST PRACTICES**

Precedents and past practices established at one hospital shall have no application to the other hospitals who are signatory to this Agreement.

**ARTICLE 32**  
**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 33**  
**TERM OF AGREEMENT**

This Agreement shall be effective, except where otherwise specified, as of May 1, 2011 and shall remain in effect until April 30, 2013, 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.

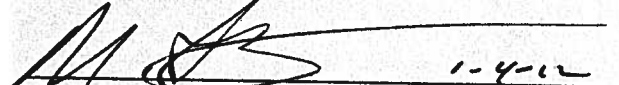
All notices to the Union, unless otherwise changed by written notice, shall be sent to said Union at 835 Howard Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103. All notices to the Employer, unless otherwise changed by written notice, shall be sent to the Chief Executive Officer and to the Human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

Good Samaritan Hospital  
2425 Samaritan Drive  
San Jose, California 95124

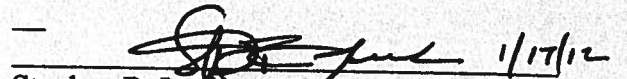
Regional Medical Center of San Jose  
225 North Jackson Avenue  
San Jose, California 95116


Dated this \_\_\_\_ day of September, 2011 at San Jose, California.

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

  
\_\_\_\_\_  
Nick Steinmeier, Union  
Representative/Organizer

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

