

**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  
Radiologic Technologists Bargaining Unit  
Respiratory Therapists Bargaining Unit**

**May 1, June 1, and December 6, 2013**

**to**

**June 30, 2016**

## **PREAMBLE**

This Agreement is made and entered into this May 1, June 1, and December 6, 2013, 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.**”

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

The Hospitals hereby recognizes the Union as the exclusive bargaining agent for all such full-time and part-time Clinical Laboratory Scientists (“CLS”) Radiologic/Imaging Technologists and certified and registered Respiratory Therapy Technicians and Respiratory Therapists (“RT”) (full description of the three units described in Article 2, Coverage) 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**

Unit I: 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 Relations Act.

Unit II: The Technologists covered by this Agreement are all CRT Technologists and Cardiac Ultrasonographers/Echo Technicians employed by the Hospitals performing radiologic services, and, pursuant to a National Labor Relations Board Certification of Representative dated August 6, 2009, all full-time, regular part-time and per diem CT Technologists and Sonographers/Ultrasound Technologists, including all Magnetic Resonance Imaging (MRI) Technologists, Cardiovascular Technologists, Vascular Technologists, Nuclear Medicine Technologists and Radiologic Technologists employed by Good Samaritan Hospital, L.P. d/b/a Good Samaritan Hospital, and all full-time, regular part-time and per diem CT Technologists and Technologists, MRI Technologists, Cardiovascular Technologists, Vascular Technologists, Nuclear Medicine Technologists, Sonographers/Ultrasound Technologists and Radiologic Technologists employed by San Jose Healthcare System, L.P. a/d/a Regional Medical Center of San Jose, but specifically excluding Supervising Technologists, Assistant Supervisors, Chiefs, Assistant Chiefs, Instructors, Cardiac Ultrasonographer Coordinators, and Temporary Technologists, all managerial and administrative employees, office clerical employees, all employees currently represented by a labor organization (union), all other professional and non-professional employees, guards and supervisors as defined in the Act. The scope of recognition granted in Article 1 shall have no application at any other corporation or facility the Hospitals have an interest in or opens, even if said corporation or new facility employs Technologists except: (1) if the work of the employees covered by this Agreement is transferred to a different location, the employees performing the work so transferred will be covered by this Agreement; and (2) if a Hospital provides radiology services in a location that does not provide radiology services and which will employ employees who hold a CRT license and who will perform work directly related to such license, the employees performing such work will be covered by the Agreement. The parties understand that this coverage article will not extend coverage or recognition to any employees or group of employees that would not constitute an accretion to the existing unit at the Hospitals under the National Labor Relations Act.

Unit III: The Respiratory Therapy Technicians and Respiratory Therapists covered by this Agreement are all full-time, part-time and per diem Respiratory Therapists employed by the Hospitals performing respiratory therapy services, but specifically excluding Quality Compliance Officers, Clinical Coordinators and all other employees, confidential employees, guards and supervisors (as defined by the Act). The scope of recognition granted in Article 1 shall have no application at any other corporation or facility the Hospital(s) have an interest in or open(s), even if said corporation or new facility employs Respiratory Therapy Technicians and/or Respiratory Therapists 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 Hospital provides respiratory therapy services in a location that does not provide respiratory therapy services and which will employ employees who hold a Respiratory Therapy license and who will perform work directly related to such license, the employees performing such work will be covered by the Agreement. The parties understand that this coverage article will not extend coverage or recognition to any employees or group of employees that would not constitute an accretion to one of the existing units at the Hospitals under the National Labor 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 component (i.e. Good Sam, Regional, or Mission Oaks) in which they are qualified to work, or to determine appropriate staffing levels. Thus, the Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this Agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this Agreement. It is understood that nothing in this Agreement shall preclude supervisory or managerial employees (or RNs in the case of respiratory procedures) from performing laboratory procedures, respiratory therapy procedures or radiological technological work. Provided, supervisory or managerial positions will not be created for the purpose of reducing bargaining unit positions.

#### **Section 2. Elaboration of Rights**

In expansion rather than in limitation of the foregoing Section A, the Hospitals 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 Hospital work rules.

#### **Section 3. Notice of Subcontracting/Discontinuance of Service**

The Hospitals agrees to give the union forty-five (45) days advance notice (or pay in lieu thereof for hours lost by affected employees) of any decision to subcontract any work being performed by bargaining unit employees or of its decision to discontinue a service in which bargaining unit employees work and will meet with the union for the sole purpose of providing the Union with information (the extent of which shall be determined by the Hospitals) concerning the reasons for the subcontracting or discontinuance of the service. Employees whose positions are eliminated as a consequence of the subcontracting or closure shall have bumping rights in their component and will be eligible for severance pay as set forth in the Appendices.

**ARTICLE 4**  
**ARBITRATION AND COURT PROCEDURES**

Notwithstanding the provisions of Article 11 (Grievance and Arbitration) of this Agreement, in the event of an alleged violation of the provisions of Article 16 (No Strike - No Lockout) of this Agreement, the parties hereto shall not be required to follow the arbitration procedure set out in Article 11 but may seek to avail themselves of all remedies provided under state and/or federal law through any state or federal court of competent jurisdiction.

**ARTICLE 5**  
**BOOKS AND TUITION**

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

**ARTICLE 6**  
**BULLETIN BOARDS**

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

**ARTICLE 7**  
**CHANGE OF OWNERSHIP**

**Section 1. 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 8** **DISCIPLINE**

**Section 1.** If any Employee is called to meet on a matter which involves the investigation of facts and that Employee reasonably believes the matter could lead to discharge or discipline, upon that Employee's request, the Hospital will allow the Employee 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 9** **EMPLOYEE'S RIGHT TO RECEIVE AND REVIEW EVALUATIONS AND WARNINGS**

The Employee may, during normal business hours of the personnel office, review his or her personnel file to the extent permitted by law. The Employee shall be allowed the opportunity by the Supervisor or Department Head of reading, signing, and receiving copies of performance evaluations or letters of warning prior to their placement in the Employee's personnel file. The Employee 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 10** **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 thirty two (32), 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.

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 following completion of thirty (30) days of service.

**A. Health Insurance**

1. Health Plans Offered. All covered Hospitals will continue to offer participation in the United 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. Pursuant to the Affordable Care Act, unmarried dependents age 19 up to their 26<sup>th</sup> birthday are eligible for coverage.

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, 2015.

Medical Option Name	TPA	FT/PT	LoS	2014 Bi-Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
\$200 PPO	Cigna	F		\$26.49	\$82.17	\$102.73	\$126.83
\$200 PPO	Cigna	P		\$130.75	\$281.17	\$351.46	\$408.37
\$750 PPO	Cigna	F		\$21.52	\$79.81	\$99.74	\$115.78
\$750 PPO	Cigna	P		\$134.56	\$288.11	\$360.15	\$414.60
UHC SignatureValue HMO San Jose	United	F		\$ -	\$ -	\$ -	\$ -
UHC SignatureValue HMO San Jose	United	P	<3 years	\$18.06	\$46.98	\$68.16	\$77.93
UHC SignatureValue HMO San Jose	United	P	>3 years	\$ -	\$ -	\$ -	\$ -

5. Change in Costs. Effective January 1, 2015, 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 United HMO (or equivalent)for regular part-time employees with less than three years of service.

6. No Cost for United HMO. The United 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. However, effective January 1, 2015, and thereafter,

the Hospital will charge regular full-time employees with less than three (3) years of service half of the then current rate applicable to part-time employees with less than 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, 2015.

Dental Option Name	TPA	FT/PT	LoS	2014 Bi-Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
MetLife PPO	MetLife	F		\$2.89	\$7.58	\$10.61	\$14.74
MetLife PPO	MetLife	P		\$7.32	\$15.50	\$21.71	\$28.47
Cigna Dental Care DMO	Cigna	F		\$ -	\$ -	\$ -	\$ -
Cigna Dental Care DMO	Cigna	P	<3 years	\$5.49	\$11.24	\$16.00	\$19.13
Cigna Dental Care DMO	Cigna	P	>3 years	\$ -	\$ -	\$ -	\$ -
Delta Dental - CA DPO	Delta Dental	F		\$3.79	\$8.57	\$12.17	\$15.57
Delta Dental - CA DPO	Delta Dental	P		\$9.66	\$25.06	\$35.38	\$39.29

3. **Changes in Costs.** Effective January 1, 2015, 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. However, effective January 1, 2015, and thereafter, the Hospital will charge regular full-time employees with less than three (3) years of service half of the then current rate applicable to part-time employees with less than 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, 2015.

Vision Option Name	TPA	FT/PT	LoS	2014 Bi-Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
VSP Vision	VSP	F		\$ -	\$ -	\$ -	\$ -
VSP Vision	VSP	P	<3 years	\$3.30	\$7.22	\$7.22	\$7.22
VSP Vision	VSP	P	>3 years	\$ -	\$ -	\$ -	\$ -

3. Changes in Costs. Effective January 1, 2015, 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. However, effective January 1, 2015, and thereafter, the Hospital will charge regular full-time employees with less than three (3) years of service half of the then current rate applicable to part-time employees with less than 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 11**  
**GRIEVANCE AND ARBITRATION**

**Section 1. Discharge Without Recourse**

Employees may be discharged without recourse to the grievance procedure during the first three (3) calendar months ((six (6) months in the case of PRN employees)) of continuous employment. This period may be extended by mutual agreement up to an additional thirty (30) days.

**Section 2. Hospital and Union Cooperation**

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

**Section 3. Definition of Grievances Subject to Arbitration**

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

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

#### **Section 4. Grievance Procedure**

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

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

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

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

#### **Section 5. Disputes Between Union and Hospital**

In the event of a dispute between the Union and the Hospital concerning the interpretation, application or compliance with the specific provisions of this Agreement, the parties shall attempt to resolve the dispute through discussion. The aggrieved party shall reduce the complaint to writing and forward it to the other by Certified Mail. Thereafter, the parties shall meet at a mutually agreeable time and place and attempt to resolve the dispute. If the parties are

unable to resolve the dispute, either party may, thirty (30) days after the postmarked date of the complaint, refer the matter to arbitration in the manner set forth in Step 4 above.

**Section 6. Costs and Expenses**

Arbitration hearings shall take place at neutral sites, off the campus of the Hospital. If the parties cannot agree to a neutral site convenient to the Hospital, the arbitrator shall select the neutral site to be used. Each party shall bear its own costs and expenses in connection with all steps of this procedure except that the fees of the arbitrator and the cost of the hearing space shall be paid one-half (½) by the aggrieved party and one-half (½) by the other party.

**Section 7. Access to Evaluations**

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

**ARTICLE 12**  
**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 dates of the leave. The application is to be initiated by the Employee 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 Employee, supported by a physician's certificate (if a medical emergency) within a reasonable time after the emergency. An Employee may, upon mutual written agreement with the Employer, return to work prior to the date agreed upon.

A. Accrual of Benefits. An Employee shall not forfeit any accrued benefits, nor shall an Employee 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. An Employee'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, family care leave granted pursuant to Government Code section 12945.2, or otherwise required by law.

## **Section 2. Bereavement Leave**

A leave with pay up to three (3) working days (up to 24 hours) shall be granted to regular Employee for bereavement due to a death in the immediate family. Immediate family shall include only the Employee'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 an Employee 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. An Employee who reports for jury duty will receive his/her normal straight time earnings. As a condition of receiving this pay, the Employee must produce, within three (3) calendar days of receipt of the same, a voucher from the Jury Commissioner that the Employee has been called or served, if such are provided. Employees 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. Family Care Leave/Pregnancy Leave**

The Hospitals shall comply with the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and the Pregnancy Disability Leave Law ("PDLL"). If such laws change in a manner resulting in a substantial and material detriment to employees, the parties agree to meet to discuss the changes but will only implement those changes upon mutual agreement.

## **Section 5. General Medical Leaves of Absence**

A. Eligibility. Any Employee 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 pursuant to the CFRA or FMLA, 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 Employee 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 an Employee's doctor certifies that he or she is unable to work and ends when the doctor certifies that the Employee 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. An Employee 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 Employee is otherwise eligible, will be continued during the period of disability only if the Employee 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 Employee will also remain his or her sole responsibility. Other benefits, such as PTO, will not accrue while the Employee is on medical leave.

D. Notice and Verification. An Employee 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 Employee first 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. An Employee 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 Employee's condition. Before returning to work from a medical leave of absence, an Employee 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, an Employee 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. An Employee 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 an Employee 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 6. 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 7. Personal Leave**

An Employee may be granted a personal leave of absence at the discretion of the Employer, for a period not to exceed, six months. An Employee 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 13** **LIFE INSURANCE**

The Hospitals shall continue to provide eligible regular full-time and regular part-time Employees working a regular schedule of at least 32 hours bi-weekly with life insurance coverage and AD&D insurance in an amount equal to the Employee's basic annual earnings, rounded to the next \$1000.00, (not to exceed \$15,000 for part-time employees), effective the first of the month following the month in which the employee completes thirty (30) days of employment. Such coverage will be provided under the HCA Life and AD&D plan provided to non-bargaining unit employees.

## **ARTICLE 14** **MEMBERSHIP**

### **Section 1. Maintenance of Membership**

A. It shall be a condition of employment that all Employees at each Hospital covered by this Agreement shall become and remain members in good standing of the Union, or pay a representation fee, as a condition of employment within thirty (30) days of the effective date of this Agreement or within thirty (30) days of employment.

B. Employees who fail to comply with the provisions of this Article shall, upon notice in writing from the Union to the Hospital, be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the facility.

### **Section 2. New Employee Notice**

When an Employee is employed, the Hospital shall deliver to the Employee a written notice stating that the Hospital recognizes the Union as the agent representing its Employees, and shall quote in full this Article of this Agreement. The Hospitals will permit a Union Representative to address new Employees who wish to remain at the end of general orientation for a brief informational presentation by a Union Representative. Such attendance by new Employees will be voluntary and will not be paid time. The parties understand that the purpose of this meeting is to present non-controversial information concerning the Union to new Employees.

### **Section 3. List of Employees**

Upon the execution of this Agreement, the Hospitals shall supply a list of all current employees covered by this Agreement by name, address, social security number, shift, date of hire, hourly pay rate and classification to the office of the Union. Thereafter, the Hospital 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 4. Indemnification**

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

**ARTICLE 15**  
**NO REDUCTION IN PAY, VACATION OR  
SHIFT DIFFERENTIAL BENEFITS**

As a result of the implementation of this Agreement, no Employee 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 16**  
**NO STRIKE - NO LOCKOUT**

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

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

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

**ARTICLE 17**  
**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 18**  
**NON-DISCRIMINATION**

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

**ARTICLE 19**  
**PARAGRAPH DESCRIPTIONS**

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

**ARTICLE 20**  
**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 21**  
**PAID TIME OFF**

**Section 1. Introduction to PTO**

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

**Section 2. Accrual of PTO**

A. PTO Plan days begin accruing on the first day of employment. Full-time employees accrue on the basis of recorded employment status and the length of service. Part-time

employees accrue on the basis of hours paid, not to exceed 80 hours per pay period and their length of service.

B. Accrual schedules are as follows:

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

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

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

**Section 3. Use of PTO**

A. PTO days (or hours) may be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventive health or dental care, personal business or other excused elective absences (except educational leave, jury duty, and bereavement leave, which are paid in addition to PTO days).

B. PTO is paid at the employee's straight-time rate.

C. PTO begins accruing on the date of employment and may be used as it is earned.

D. With the exception of emergency or illness, PTO must be scheduled ahead of time with approval by the Department Director.

E. Employees with over one year of service are encouraged to use a minimum of 80 PTO hours per year. This amount is prorated for regular part-time employees based upon status.

F. Other than the exceptions noted above, PTO will be used for all time off except that which is required to temporarily reduce staffing levels due to decreased work load, i.e., drop days. Such hours may be unpaid or PTO at the employee's option.

G. All accrued PTO Plan (ESL and PTO) hours must be used first as part of a leave of absence granted an employee.

H. Employees who fail to report emergency absences to their supervisor within time frames prior to the start of their shift are subject to denial of their PTO for that absence.

#### **Section 4. Redemption of PTO**

A. Upon termination or transfer to a non-benefit position, 100% of the employee's PTO balance will be paid. The payoff rate will be at the employee's current straight-time base hourly rate.

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

C. Employees may choose to cash out up to eighty (80) hours of PTO in increments of eight (8) hours three times during any calendar year, so long as they do not reduce their PTO accrual below 40 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 100% of the employee's straight-time base hourly rate.

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

#### **Section 5. Extended Sick Leave Account**

A. In addition to PTO, the employee also earns six (6) extended Sick Leave days (8 hour days) per year. ESL hours may be used for absences due to illness or injury which exceed seven (7) consecutive calendar days (for a single illness/injury) provided that it is certified by a physician. After all the hours in the ESL account are exhausted, the hours in the PTO account will be utilized. Any scheduled workdays within the seven (7) consecutive calendar days are charged against the PTO account.

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

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

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

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

### **Section 6. Integration of Benefits**

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

### **Section 7. Vacation Scheduling**

By October 31st of each year, each employee will submit to his/her manager or department head, a list of his/her first, second, and third choices for vacation dates during the twelve (12) month period commencing the second Monday in the following January. On or before November 30th of each calendar year, the manager or department head shall post the vacation schedule for the following year. Employees shall be given preference in the choice of vacation periods on the basis of seniority. Employees splitting their vacation into two (2) or more segments shall have seniority apply for one (1) continuous vacation period. Once all employees have been scheduled for their first choice of one (1) continuous vacation period, seniority shall apply in the same manner in each succeeding round. Vacation requests for vacation during (1) the week including Thanksgiving, (2) the last two (2) calendar weeks in December, and (3) the first calendar week in January, shall be granted by seniority on a rotating basis. Requests for vacation dates which are submitted after October 31st will be scheduled by the manager or the department head in the order received and will be answered no later than thirty (30) days prior to the beginning date of the vacation request, or as soon as reasonably possible if the requests are submitted less than thirty (30) days prior to the beginning of the first date requested. The granting of vacation is subject to the efficient operation of the department.

### **Section 8. Recognized Holidays**

A. The following holidays are observed by the hospitals:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day

President's Day  
Memorial Day

Thanksgiving Day  
Christmas Day

B. Employees who are required to work on a recognized holiday shall be paid at time and one-half (1 ½) of the employee's straight time hourly rate for the holiday worked. A holiday worked in excess of eight (8) hours and 12 for those working 12 hour shifts, shall be paid at two (2) times the employee's straight time hourly rate.

## **ARTICLE 22**

### **PAYROLL DEDUCTION OF UNION DUES**

#### **Section 1. Payroll Deduction**

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

The Hospital 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 Employee so affected and submits to the Hospital a copy of the letter notifying the Employee of the dues increase. In the event the Union revises the method by which the amount of dues owed by Employees is calculated, and if such revision requires that the Hospital change its payroll computer program to accommodate the changed method of dues calculation, the Union will reimburse the Hospitals for all programming costs and/or administrative charges incurred by the Hospital in order to implement the revised deduction formula.

#### **Section 2. L.E.A.P.**

The Hospital shall deduct from each employee's check an amount voluntarily authorized for the Union's Legislative Education and Action Program (L.E.A.P) and submit the same to the Union. Once the Union provides an authorized deduction (in a form agreed to by the Hospital and the Union) for the L.E.A.P. to the Hospital, the Hospital will honor the L.E.A.P. deduction by no later than the next full pay period beginning after receipt of the authorization. It is understood by all parties that such contributions shall be on an individual and voluntary basis.

In the event the Union revises the method by which the amount of L.E.A.P. contributions owed by Employees is calculated, and if such revision requires that the Hospital change its payroll computer program to accommodate the changed method of L.E.A.P contributions, the Union will reimburse the Hospitals for all programming costs and/or administrative charges incurred by the Hospital in order to implement the revised contribution calculation.

### **Section 3. Dues Deduction Indemnification**

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

## **ARTICLE 23** **POSTING AND FILLING VACANCIES**

### **Section 1. Posting Vacancies**

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

### **Section 2. Filling Vacancies**

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

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

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

## **ARTICLE 24** **REFERENCES**

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

## **ARTICLE 25** **RETIREMENT PROGRAM**

### **Section 1. HCA Plan**

Effective upon ratification, and continuing during the life of this Agreement, the Hospitals will offer eligible bargaining unit employees hired after ratification participation in the HCA 401(k) Plan, including the opportunity to receive employer matching contributions in accordance with the terms of the Plan. Depending upon years of vesting service, employees will be eligible to receive matching contributions each pay period from 3% to 9% of pay (0-4 years 100% of 3% of pay, 5-9 years 100% of 4% pay, 10-14 years 100% of 6% of pay, 15-19 years 100% of 7% of pay, 20-24 years 100% of 8% of pay, and 25+ years 100% of 9% of pay). In addition to the match, the Plan will offer tax-deferred income, portability, choice of investment options and the ability to borrow or withdraw funds to the extent permitted by law.

For eligible bargaining unit employees hired before ratification, the aforementioned will be offered instead of the San Jose Pension Plan. However, these employees will have a choice of participation in which plan (i.e. HCA 401(k) or San Jose Pension Plan) up to December 31, 2016, at which time the San Jose Pension Plan will no longer be offered regardless of whether this Agreement has expired.

Employees with twenty (20) or more years of service at time of ratification shall have the choice of participation in which plan (San Jose Pension Plan or 401k) extended up to December 31, 2017, at which time the San Jose Pension Plan will no longer be offered regardless of whether this Agreement has expired.

An election to switch to the 401(k) plan within the aforementioned timeframes shall be in writing, in a format acceptable to the plan administrator, and shall be irrevocable once submitted. Benefits earned through December 31, 2016 or December 31, 2017 as applicable, in the San Jose Pension Plan will be preserved at the then current levels (i.e., frozen), but bargaining unit employees will continue to earn additional vesting service for periods of employment after that date. Employees who complete at least five years of vesting service before terminating employment will have a vested right to the pension benefit earned through 2016.

There shall be no obligation to bargain over changes in the HCA 401(k) Plan including elimination or substitution of any of the plan, and such changes, as well as issues relating to administration of said Plan, shall not be subject to the grievance and arbitration procedures of

this Agreement. Provided, the hospitals agree that if any changes are made in the HCA 401(k) Plan, which reduce the accrued benefits of any of such Plan 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 2. 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 26** **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 27** **SHIFT DIFFERENTIALS**

### **Section 1. PM Differential**

A differential of three dollars and fifty cents (\$3.50) per hour shall be paid on top of a bargaining unit employee'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**

A differential of five dollars and twenty-five cents (\$5.25) per hour shall be paid on top of a bargaining unit employee'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**

A bargaining unit employee will be paid an additional shift differential in the amount of \$1.50 per hour on top of his/her hourly rate for all hours actually worked between midnight Friday night until midnight Sunday night and any applicable PM or night shift differential.

## **ARTICLE 28** **TELEPHONE CONSULTATION**

Unit members designated by the Hospital to give technical advice by the telephone shall be entitled to one-half (1/2) their straight time hourly rate of pay for all hours spent on work-related telephone calls up to a maximum of one hour in any 24-hour period. A minimum of 15 minutes shall be paid for each call. The unit member making the telephone call must receive advance authorization to make the call from his immediate supervisor or if no supervisor is available, the Employee must receive authorization at the next available opportunity.

If the unit member is required to return to work, he/she will be compensated in accordance with the applicable Stand-By and Call-Back Articles in the Appendices.

## **ARTICLE 29** **TERM OF AGREEMENT**

This Agreement shall be effective, except where otherwise specified, as of May 1, June 1, and December 6, 2013 and shall remain in effect until June 30, 2016, 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 810 Clay Street, Oakland, CA 94607. 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

## **ARTICLE 30** **UNION VISITATION**

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

A. The authorized representative of the Union shall be permitted to enter a Hospital at any time the Hospital is in operation to see that the provisions of this Agreement are being observed. The representative may confer with Employees on their non-working time in the Hospital's cafeteria but must not interfere with the normal business of the cafeteria. If it is necessary for the representative to enter any non-public area of the Hospital in order to observe working conditions, a member of management must have prior notification and may accompany the representative at all times when in such non-public areas. For purposes of this section, a non-public area is any area of the Hospital which is not open to members of the general visiting public.

B. The representative shall be allowed to visit the Hospital provided he/she gives the Hospital's representatives (as listed in Paragraph C below) at least one weekday's advance notice. Such notice will be given by a telephone call to the Director of Human Resources (or

designee) indicating time and purpose of the visit. Permission to visit will not be unreasonably withheld.

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

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

### **ARTICLE 31** **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 Hospital(s).

### **ARTICLE 32** **WEEKENDS**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at San Jose, California.

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

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

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Nick Steinmeier, Union  
Representative/Organizer

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for The Good Samaritan Hospital, L.P. d/b/a  
Good Samaritan Hospital

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John Mader, Union  
President, ESC Local 20

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for San Jose Healthcare System, L.P. d/b/a  
Regional Medical Center of San Jose

**If there is any conflict between the Appendices and the Common Agreement,  
the Appendices will control.**

**APPENDIX I – CLINICAL LABORATORY SCIENTIST (AI)**

**ARTICLE 1**  
**ADVANCEMENT AND OTHER COMPENSATION**

**Section 1. Advancement 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 2. 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 2**  
**COMPENSATION**

**Section 1. Wages**

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

YOS	0	1	2	3	4	10	15	20
STEP	1	2	3	4	5	6	7	8
CLS1	\$38.18	\$40.16	\$42.08	\$44.29	\$46.84			
CLS2	\$42.51	\$44.58	\$46.79	\$49.23	\$51.65	\$52.43	\$53.21	\$54.81

A. The scale rates above will be increased by 3.25% retroactive to the first full pay period following May 1, 2013:

YOS	0	1	2	3	4	10	15	20
STEP	1	2	3	4	5	6	7	8
CLS I	\$39.42	\$41.47	\$43.45	\$45.73	\$48.36	n/a	n/a	n/a
CLS II	\$43.89	\$46.03	\$48.31	\$50.83	\$53.33	\$54.13	\$54.94	\$56.59

B. No later than the first full pay period following May 1, 2014, the scale rates will be increased by 3.25%:

YOS	0	1	2	3	4	10	15	20
STEP	1	2	3	4	5	6	7	8
CLS I	\$40.70	\$42.82	\$44.86	\$47.22	\$49.93	n/a	n/a	n/a
CLS II	\$45.32	\$47.53	\$49.88	\$52.48	\$55.06	\$55.89	\$56.73	\$58.43

C. No later than the first full pay period following May 1, 2015, the scale rates will be increased by 2.5%:

YOS	0	1	2	3	4	10	15	20
STEP	1	2	3	4	5	6	7	8
CLS I	\$41.72	\$43.89	\$45.98	\$48.40	\$51.18	n/a	n/a	n/a
CLS II	\$46.45	\$48.72	\$51.13	\$53.79	\$56.44	\$57.29	\$58.15	\$59.89

## Section 2. Step Increases

Years of completed continuous service (“YOS”) shall be calculated from the employee’s most recent date of hire or transfer into the relevant bargaining unit at the Hospital. Step increases for regular full-time and part-time bargaining unit employees shall normally be based upon each twelve (12) calendar months. The anniversary date of employment as a bargaining unit employee (and in the relevant bargaining unit) or the date of the last step increase shall determine the twelve (12) month period.

## **ARTICLE 3** **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 AI Article 4, Section 4 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 1 position.

## **Clinical Laboratory Scientist II**

Providing the qualifications noted in AI Article 4, 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 of 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 may 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 4** **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 Coordinator**

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 5**  
**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.

## **ARTICLE 6** **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 7** **PROFESSIONAL PRACTICES 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 8** **SENIORITY, LAYOFF/RECALL AND TEMPORARY REDUCTIONS IN STAFFING**

### **Section 1. Components**

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

## **Section 2. 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 3. 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 cannot 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 4. 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:

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 5. 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 9** **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 21, Section 8 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 10**  
**VACATION ACCRUAL**

A maximum of 456 hours may be accrued in the PTO bank, prorated for part-time benefited employees.

**ARTICLE 11**  
**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.

**ARTICLE 12**  
**TRANSITION TO PTO FOR EX-ALEXIAN BROTHER EMPLOYEES**

Employees working in the Alexian Brothers Hospital component will continue to accrue vacation, sick leave, and holiday benefits as set forth in the collective bargaining agreement between Alexian Brothers Hospital and ESC (Medical Technologist Bargaining Unit) which was in effect from May 1, 1997 through October 31, 1998, until the first pay period commencing after January 1, 2000. At that time such employees will cease accruing vacation, sick leave and holiday hours and will begin accruing PTO and ESL pursuant to the agreement. At that time, all accrued vacation hours and unused holiday hours will be converted to PTO. Accrued sick leave will be converted to ESL. Employees who, as of the effective date of this Side Letter, are at least forty-five (45) years of age, and have at least 10 years of service, shall be eligible for a payout of a portion of their unused ESL at retirement after age fifty-five (55), on the following basis:

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

## **APPENDIX II - RADIOLOGY/IMAGING TECHNOLOGIST**

### **ARTICLE 1** **CLASSIFICATIONS & SPECIAL RATES**

#### **Section 1. Radiologic Technologist I (Grade 101)**

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

#### **Section 2. Radiologic Technologist II (Grade 102)**

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

#### **Section 3. Senior Radiologic Technologist (Grade 103)**

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

#### **Section 4. Other Technologists (Grade 103)**

A. CT Technologist. Each Hospital will establish the classification of CT Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist, except when actually performing and assisting in CT procedures, for which such Technologists will receive an additional \$1.50 per hour for the time spent in such duties. A CT Technologist may be required to perform other Radiologic Technologist work when not doing CT procedures.

B. Special Procedures Technologist. Each Hospital will establish the classification of Special Procedures Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic Technologist, except when actually performing or assisting in Special Procedures as described in Common Procedural Terminology ("CPT") code numbers 75500 through 75999, for which such Technologists will receive an additional \$1.50 per hour for the time spent in such duties. A Special Procedures Technologist may be required to perform other Radiologic Technologist work when not doing special procedures.

C. Certified Mammography Technologist. Each Hospital will establish the classification of Mammography Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. Said classification shall receive the same pay rate as a Senior Radiologic

Technologist. A Mammography Technologist may be required to perform other Radiologic Technologist work when not doing Mammography procedures.

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

### **Section 5. Cardiac Ultrasonographer/Echo, Vascular, CV Radiological, and Ultrasound Technologists (Grades 201-203)**

Each Hospital will establish the classification(s) of Cardiac Ultrasonographer/Echo Tech, Vascular Tech, CV Radiological Tech, and/or Ultrasound Tech when, in the sole discretion of the Hospital, it is deemed to be warranted. Such classifications will be placed on the wage scale within this Agreement as follows:

A. Cardiac Ultrasonographer/Echo Tech I (Grade 201). A Cardiac Ultrasonographer/Echo Tech who is RDCS registry eligible.

B. Cardiac Ultrasonographer/Echo Tech II, Vascular Tech, CV Rad Tech, and Ultrasound Tech (Grade 202). A Cardiac Ultrasonographer/Echo Tech who is RDCS registered and all other non-Senior Vascular, CV Rad, and Ultrasound Techs.

C. Cardiac Ultrasonographer / Echo Tech III, Senior Vascular Tech, Senior CV Rad Tech, and Senior Ultrasound Tech (Grade 203). To be eligible, a Cardiac Ultrasonographer/Echo II, Vascular, CV or Ultrasound Technologist must have at least one year at Step 6 Grade 202 on his/her next anniversary date and have an annual performance evaluation that demonstrates clinical expertise, technical skill and judgment, supervisory duties, and the capacity and willingness to be in charge of a shift. Good cause will be noted for an unacceptable evaluation.

### **Section 6. Nuclear Medicine Technologists (Grade 303)**

Each Hospital will establish the classification of Nuclear Medicine Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. A Nuclear Medicine Technologist may be required to perform other Radiologic Technologist work when not doing Nuclear Medicine procedures.

### **Section 7. Placement of Personnel in Above Classifications**

Each Hospital shall, in its sole discretion, place personnel in the above said classifications as the Hospital may determine to be necessary in accordance with its staffing requirements.

## **Section 8. Relief in Higher Classification, Charge Pay, and Special Procedures Pay**

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

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

## **Section 9. Previous Experience**

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

## **Section 10. Accredited Facility Defined**

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

## **Section 11. Cross-Training**

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

**Section 12. Training Technologist**

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

**ARTICLE 2**  
**COMPENSATION**

**Section 1. Wages**

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

YOS		<1 YOE	0	1	2	3	4	5	10	15	20
STEP		0*	1	2	3	4	5	6	7	8	9
GRADE											
101	FT/PT		\$39.15	\$40.19							
	PRN		\$45.02	\$46.22							
102	FT/PT		\$41.50	\$42.60	\$43.69	\$44.69	\$46.09				
	PRN		\$47.73	\$48.99	\$50.24	\$51.39	\$53.00				
103	FT/PT		\$43.29	\$44.43	\$45.60	\$46.89	\$49.11	\$51.31	\$52.42	\$53.53	\$55.14
	PRN		\$49.78	\$51.09	\$52.44	\$53.92	\$56.48	\$59.01			
201	FT/PT		\$38.34	\$39.40	\$40.49	\$41.60	\$42.75	\$43.91			
	PRN		\$44.09	\$45.31	\$46.55	\$47.84	\$49.16	\$50.50			
202	FT/PT	\$44.47	\$46.69	\$48.33	\$50.01	\$51.77	\$53.59	\$55.45			
	PRN	\$51.15	\$53.71	\$55.58	\$57.51	\$59.55	\$61.63	\$63.78			
203	FT/PT		\$47.38	\$49.03	\$50.75	\$52.53	\$54.36	\$56.27	\$57.26	\$58.24	\$59.99
	PRN		\$54.49	\$56.37	\$58.37	\$60.41	\$62.50	\$64.70			
303	FT/PT		\$49.81	\$51.55	\$53.36	\$55.23	\$57.16	\$59.16	\$60.20	\$61.23	\$63.07
	PRN		\$57.28	\$59.29	\$61.36	\$63.51	\$65.73	\$68.03			
*Step 0 applicable only to Vascular, Ultrasound/Sonographer, and CV Rad Techs											
Radiology Grade Key											
101	Rad Tech I										
102	Rad Tech II										
103	Rad Tech III, Mammographer, CT Tech, Spec Proc Tech, MRI Tech										
201	Echo I, Cardiac Ultrasonographer I										
202	Echo II, Vascular Tech, Ultrasound/Sonographer, CV Rad Tech, Cardiac Ultrasonographer II										
203	Echo III, Senior Vascular Tech, Senior Ultrasound/Sonographer, Senior CV Rad Tech, Cardiac Ultrasonographer III										
303	Nuclear Med Tech										

A. The scale rates above will be increased by 3.0% retroactive to the first full pay period following June 1, 2013:

YOS		<1 YOE	0	1	2	3	4	5	10	15	20
Step		0*	1	2	3	4	5	6	7	8	9
<b>Grade</b>											
101	FT/PT		\$40.32	\$41.40							
	PRN		\$46.37	\$47.61							
102	FT/PT		\$42.75	\$43.88	\$45.00	\$46.03	\$47.47				
	PRN		\$49.16	\$50.46	\$51.75	\$52.93	\$54.59				
103	FT/PT		\$44.59	\$45.76	\$46.97	\$48.30	\$50.58	\$52.85	\$53.99	\$55.14	\$56.79
	PRN		\$51.28	\$52.62	\$54.02	\$55.55	\$58.17	\$60.78			
201	FT/PT		\$39.49	\$40.58	\$41.70	\$42.85	\$44.03	\$45.23			
	PRN		\$45.41	\$46.67	\$47.96	\$49.28	\$50.63	\$52.01			
202	FT/PT	\$45.80	\$48.09	\$49.78	\$51.51	\$53.32	\$55.20	\$57.11			
	PRN	\$52.67	\$55.30	\$57.25	\$59.24	\$61.32	\$63.48	\$65.68			
203	FT/PT		\$48.80	\$50.50	\$52.27	\$54.11	\$55.99	\$57.96	\$58.98	\$59.99	\$61.79
	PRN		\$56.12	\$58.08	\$60.11	\$62.23	\$64.39	\$66.65			
303	FT/PT		\$51.30	\$53.10	\$54.96	\$56.89	\$58.87	\$60.93	\$62.01	\$63.07	\$64.96
	PRN		\$59.00	\$61.07	\$63.20	\$65.42	\$67.70	\$70.07			
*Step 0 applicable only to Vascular, Ultrasound/Sonographer and CV Rad Techs											

B. No later than the first full pay period following June 1, 2014, the scale rates will be increased by 3.0%:

YOS		<1 YOE	0	1	2	3	4	5	10	15	20
Step		0*	1	2	3	4	5	6	7	8	9
<b>Grade</b>											
101	FT/PT		\$41.53	\$42.64							
	PRN		\$47.76	\$49.04							
102	FT/PT		\$44.03	\$45.20	\$46.35	\$47.41	\$48.89				
	PRN		\$50.63	\$51.98	\$53.30	\$54.52	\$56.22				
103	FT/PT		\$45.93	\$47.13	\$48.38	\$49.75	\$52.10	\$54.44	\$55.61	\$56.79	\$58.49
	PRN		\$52.82	\$54.20	\$55.64	\$57.21	\$59.92	\$62.61			
201	FT/PT		\$40.67	\$41.80	\$42.95	\$44.14	\$45.35	\$46.59			
	PRN		\$46.77	\$48.07	\$49.39	\$50.76	\$52.15	\$53.58			
202	FT/PT	\$47.17	\$49.53	\$51.27	\$53.06	\$54.92	\$56.86	\$58.82			
	PRN	\$54.25	\$56.96	\$58.96	\$61.02	\$63.16	\$65.39	\$67.64			
203	FT/PT		\$50.26	\$52.02	\$53.84	\$55.73	\$57.67	\$59.70	\$60.75	\$61.79	\$63.64
	PRN		\$57.80	\$59.82	\$61.92	\$64.09	\$66.32	\$68.66			
303	FT/PT		\$52.84	\$54.69	\$56.61	\$58.60	\$60.64	\$62.76	\$63.87	\$64.96	\$66.91
	PRN		\$60.77	\$62.89	\$65.10	\$67.39	\$69.74	\$72.17			
*Step 0 applicable only to Vascular, Ultrasound/Sonographer and CV Rad Techs											

C. No later than the first full pay period following June 1, 2015, the scale rates will be increased by 2.5%:

YOS		<1 YOE	0	1	2	3	4	5	10	15	20
Step		0*	1	2	3	4	5	6	7	8	9
<b>Grade</b>											
<b>101</b>	FT/PT		\$42.57	\$43.71							
	PRN		\$48.96	\$50.27							
<b>102</b>	FT/PT		\$45.13	\$46.33	\$47.51	\$48.60	\$50.11				
	PRN		\$51.90	\$53.28	\$54.64	\$55.89	\$57.63				
<b>103</b>	FT/PT		\$47.08	\$48.31	\$49.59	\$50.99	\$53.40	\$55.80	\$57.00	\$58.21	\$59.95
	PRN		\$54.14	\$55.56	\$57.03	\$58.64	\$61.41	\$64.17			
<b>201</b>	FT/PT		\$41.69	\$42.85	\$44.02	\$45.24	\$46.48	\$47.75			
	PRN		\$47.94	\$49.28	\$50.62	\$52.03	\$53.45	\$54.91			
<b>202</b>	FT/PT	\$48.35	\$50.77	\$52.55	\$54.39	\$56.29	\$58.28	\$60.29			
	PRN	\$55.60	\$58.39	\$60.43	\$62.55	\$64.73	\$67.02	\$69.33			
<b>203</b>	FT/PT		\$51.52	\$53.32	\$55.19	\$57.12	\$59.11	\$61.19	\$62.27	\$63.33	\$65.23
	PRN		\$59.25	\$61.32	\$63.47	\$65.69	\$67.98	\$70.37			
<b>303</b>	FT/PT		\$54.16	\$56.06	\$58.03	\$60.07	\$62.16	\$64.33	\$65.47	\$66.58	\$68.58
	PRN		\$62.28	\$64.47	\$66.73	\$69.08	\$71.48	\$73.98			
*Step 0 applicable only to Vascular, Ultrasound/Sonographer and CV Rad Techs											

## Section 2. Step Increases

Years of completed continuous service (“YOS”) shall be calculated from the employee’s most recent date of hire or transfer into the relevant bargaining unit at the Hospital. Step increases for regular full-time and part-time bargaining unit employees shall normally be based upon each twelve (12) calendar months. The anniversary date of employment as a bargaining unit employee (and in the relevant bargaining unit) or the date of the last step increase shall determine the twelve (12) month period. Step Increases for per diem employees shall occur in the same manner as FT and PT bargaining unit employees provided the PRN employee has worked one thousand (1,000) hours during the prior twelve (12) month period. A PRN will be given three (3) years to accumulate their one thousand (1,000) hours towards a step increase, but after three (3) years without accumulating the requisite hours, the PRN must begin a new accumulation (i.e. prior hours no longer count).

## ARTICLE 3 EDUCATION LEAVE

Leave for professional advancement and study necessary for renewal of licensure shall be earned at the rate of sixteen (16) hours a year (eight (8) hours of which shall be Hospital sponsored program(s) and in which the Hospital gives the technologist the opportunity to participate) up to a maximum accrual of thirty-two (32) hours for regular full-time employees, provided that such leave shall not be granted before completion of six (6) months of continuous employment. Part-time technologists shall accrue on a prorated basis, based on hours paid (excluding overtime premium), not to exceed the full-time accrual rate, up to a maximum accrual of 22 hours. Unused leave will not be paid out at the end of each year or at termination. Such leave shall not unduly interfere with the Hospital staffing requirements for patient care. An employee shall



apply for education leave at least 15 days in advance, and the Hospital shall respond promptly, taking into consideration needs and the absence from work of other employees due to vacation or leave of absence. The form for leave approval shall show credits for non-Hospital sponsored programs. Copies of credits earned or certificates shall be submitted to the Department Manager.

## **ARTICLE 4**

### **EMPLOYMENT CLASSIFICATIONS**

#### **Section 1. Full-Time Defined**

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

#### **Section 2. Part-Time Defined**

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

#### **Section 3. Temporary Defined**

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

#### **Section 4. Per Diem Defined**

A Per Diem employee is one who is employed to work on an intermittent basis as required by the Hospital. Per Diem Technologists shall receive their current differential but no less than 15%.

#### **Section 5. Proration of Benefits**

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

## **ARTICLE 5**

### **JOINT RADIATION SAFETY COMMITTEE**

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

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

## **ARTICLE 6** **OVERTIME**

### **Section 1. Daily Compensation**

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

### **Section 2. Bi-Weekly Compensation**

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

### **Section 3. Meal Period and Payment for Meal Time Worked**

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

### **Section 4. Rest and Meal Periods**

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

**Section 5. Rest Between Shifts**

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

**Section 6. Shift Assignments**

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

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

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

**Section 7 Ten or Twelve Hour Shifts**

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

**ARTICLE 7**  
**REDUCTION IN STAFF**

**Section 1. Layoff**

A. Layoff Procedure. In the event of a reduction in force or of regular hours in one of the Diagnostic Imaging components, the Hospital shall notify the Union at least thirty (30) days in advance of the effective date of the layoff, and will give affected employees at least fourteen (14) days advance notice of the layoff during which time volunteers will first be sought as set forth in paragraph (f), below. Such notice to employees may be given during the above-referenced thirty day notification period, but the layoff shall not be effective prior to the expiration of that thirty

day period. If an insufficient number of technologists volunteer for layoff to meet reduction goals, the least senior technologist occupying positions to be eliminated will be displaced, subject only to the ability of the retained employees to perform the duties of the employees to be laid off. Initial displacements shall be carried out by shift. Displaced technologists will have the right to bump other less senior technologists within their component providing the technologist is qualified and has the ability, with no more than two (2) weeks orientation, to competently perform the available work. It is understood that the Hospital will notify the Union of its conclusion that a technologist has not demonstrated his/her ability within said two (2) weeks prior to terminating the technologist and the orientation period may be extended by agreement of the parties. A technologist exercising his/her seniority to take a float position, must take the entire float position, not just the hours worked at the Technologist's component.

B. Bumping. Technologists displaced from their positions may, within the seventy-two (72) hour period following the expiration of the fourteen (14) days; notice, bump into positions held by less senior Technologists in their component. The bumped Technologist may elect to follow the same bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff. Non-bargaining unit technologists cannot bump into the bargaining unit. Employees shall not be able to bump outside of their position classification unless they previously held the position classification as an employee of any component and are still qualified to perform the duties of the position, and s/he can competently perform the available work with no more than ten (10) days of orientation.

C. Per Diem Scheduling Preferred. Preference for Displaced Regular Full-Time and Regular Part-Time Employees. Displaced employees may elect to work as per diem employees during the period they are on layoff status. Regular full-time and regular part-time employees who so elect will be given preference over other per diem employees in selecting shifts to be worked. A displaced regular full-time or regular part-time employee who accepts per diem employment shall not forfeit any rights s/he may have to recall and/or severance. Any such displaced regular status employee who accepts per diem employment shall continue to be paid her/his regular base rate of pay during any period which the employee receives severance benefits.

Conversion to Per Diem after 12 Months: Displaced regular full-time and regular part-time employees who elect to work in a per diem status and who remain in a per diem position for more than twelve (12) months shall be treated thereafter in all respects as a per diem employee.

D. Recall Procedure. For a period of up to one year from the date of layoff, Technologists (who have not secured relatively equal positions at other components) will be recalled in order of their bargaining unit seniority for any vacancies that occur at the component from which they were laid off, provided they are qualified and have the ability to competently perform, with no more than two (2) weeks orientation, the available work. A Technologist on layoff may bid for vacancies at components other than the component from which the technologist was laid off, pursuant to Article 23, Section 2. It is understood that the Hospital will notify the Union of its conclusion that a technologist has not demonstrated his/her ability within said two weeks prior to terminating the technologist and the orientation period may be extended by agreement of the parties. A technologist who is laid off shall retain seniority until he/she declines the offer of a relatively equal position in the Diagnostic Imaging Department component from which the

technologist was laid off or until one (1) year has elapsed from the date of the layoff. It is the responsibility of the individual Technologist to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled Technologist must accept recall within seventy-two (72) hours and return to work at the Hospital within fourteen (14) days from the mailing of a certified letter advising the Technologist of available employment. If a Technologist does not accept recall within seventy-two (72) hours, the Technologist will be considered to have voluntarily resigned. Upon recall from layoff status, the Technologist will be entitled to restoration of seniority and placement at the same wage rate in effect at the time of the layoff. Technologists who experience a 12-month or more absence due to workforce reduction will lose seniority for all purposes.

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

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

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

**Section 2. Preferential Hiring**

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

**Section 3. Restoration of Status**

Technologists who return to employment in accordance with provisions of this Article within twelve (12) months from the date of separation shall be restored to their former status with respect to salary classification and all fringe benefits, however, there shall be no accumulation of

earnings or benefits during the period of separation, nor shall the Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been reapplied for by the Technologist. Such coverage applied for shall be effective as of the earliest possible date consistent with the particular insurance company's policy.

**Section 4. Temporary Reduction in Staffing**

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

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

In the event that there are no volunteers or per diem employees on the shift in question, the Technologist to have his/her hours reduced will be selected on a rotational basis, with the least senior Technologist on duty at the component being canceled first and rotating the involuntary cancellation of hours throughout the year until all Technologists have taken a turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Technologist who has been placed "in-charge" of a component may be exempted from call-off whenever Hospital management concludes that the Technologist is needed to remain in charge for the shift.

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

**ARTICLE 8**  
**RESIDUAL DIFFERENTIALS**

**Section 1. PET Scan Differential**

Those Good Samaritan employees (G. Bhela, N. Jaimez and H. Motreja) currently receiving PET Scan differentials will continue to receive such differentials until expiration of this Agreement.

**ARTICLE 9**  
**SCHEDULING**

**Section 1.**

The Hospital agrees to post a tentative working schedule of all Technologists' regularly assigned shifts, in an accessible place, not less than twenty-one (21) calendar days prior to the date the shift is scheduled to begin.

Any change to a shift posted (other than temporary staffing reductions) on the schedule less than ten (10) days before the date the shift is scheduled to begin requires agreement of the Technologist affected except in emergencies in which the Hospital will give as much notice of the schedule changes as is possible under the circumstances. The Hospital will seek volunteers from among Technologists present at the facility before imposing a schedule change during an emergency.

**Section 2.**

1. Per Diem employees shall submit their availability to work based on Departmental processes.
2. Per Diem employees must be available for four (4) shifts of at least eight (8) hours for each four (4) week schedule, of which at least two (2) are weekend shifts (to the extent there is a need for weekend coverage in the per diem's home department).
3. Based upon departmental needs and management discretion, all Per Diem employees may be required to be available to work at least 2 holidays per year, one of which must be Thanksgiving, Christmas Day or New Years Day.
4. Per Diem employees have no guarantee of hours and use of such employees shall be at the complete discretion of the Hospital.
5. Failure to Work 100 Hours. A per diem employee who fails to be available to work at least 100 hours in any 6-month period may be considered to have voluntarily resigned his/her employment. Similarly, a per diem who, at the time of hiring, agrees that he/she will be available for a specific need (for example, specific weekend or night shifts) may be terminated if he/she fails to maintain that availability.
6. Notice of Unavailability. If a per diem employee will be unavailable for a specific period of time (not to exceed thirty (30) calendar days), the employee may request that the availability requirement in Section 2 above, be suspended. The Hospital will consider, but shall not be required to grant such request.
7. In those Departments where per diems were included in the stand-by rotation for a majority of the 2011-13 contract, they will continue that practice.

**ARTICLE 10**  
**SENIORITY**

**Section 1. Diagnostic Imaging Components**

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

## **Section 2. Definition of Seniority**

Seniority for full-time and part-time employees shall be defined as the employee's continuous length of service in a bargaining unit position with any of the components. Per diem employees may exercise seniority rights only with respect to other per diem employees. Hire date will be used as a tiebreaker for computing seniority for both status and per diem employees.

Per diem employees who transfer to a full-time or part-time position will be given 60% credit for their continuous service in a bargaining unit position.

In the event the individual returns to a per diem basis, s/he will resume using his/her original per diem seniority date.

For purposes of determining a Technologist's entitlement to accrued benefits provided under the contract, his or her entitlement will be determined based upon the date of hire as a regular full-time or part-time employee with any hospital component.

## **Section 3. Termination of Seniority/Break in Service**

An employee's seniority and employment relationship with the Hospital shall terminate upon the occurrence of any of the following:

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

The Hospitals will maintain an updated seniority list and will make the seniority list available to the shop steward upon request.

# **ARTICLE 11** **STAND-BY AND CALL-BACK**

## **Section 1. Stand-By**

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



## **Section 2. Volunteers for Multi-Hospital Stand-By**

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

## **Section 3. Call-Back While on Stand-By**

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

B. Applications of Premium Pay. If a regular full-time Technologist is called to work while on stand-by, said Technologist shall receive one and one-half (1 ½) times the straight time hourly rate for all time actually worked (with a minimum of one-half hour), in addition to the remuneration for being on stand-by, thereby providing double time for the time actually worked.

## **Section 4 Call-Back While Not on Stand-By**

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

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

## **ARTICLE 12** **VACATION BIDDING**

The parties agree that for purposes of vacation bidding, described in Article 21, Section 7, it is understood that the employees of Good Samaritan Hospital and the Breast Center will be awarded vacation time off in accordance with the following:

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

The provisions of Article 21, Section 7 requiring employees to submit vacation time off preferences shall not apply to those units which currently utilize a cut-off date different from "October 31 of each year". Those units excepted from this requirement are as follows:

Good Samaritan Hospital:

Breast Care Center  
Vascular  
Cath Lab  
MRI  
Ultrasound  
Nuclear Medicine

Regional Medical Center:

Ultrasound  
Vascular

**ARTICLE 13**  
**TRANSITION TO PTO FOR EX-ALEXIAN BROTHER EMPLOYEES**

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

**Section 1. Transition to PTO**

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

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

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

## **APPENDIX III – RESPIRATORY THERAPISTS**

### **ARTICLE 1** **CALL-BACK**

Regular full-time and part-time Therapists who are called back to work after having left the facility will be guaranteed a minimum of four (4) hours work or four (4) hours pay. Pay in lieu of work shall be at the straight time hourly rate. Pay for time actually worked shall be at the rate of one and one-half times the straight time hourly rate and two times the straight time hourly rate if called with less than 4 hours' notice.

This provision does not apply to a situation where a Therapist is originally scheduled to work and is taking an additional day off without pay at the request of either the Hospital or the Therapist, and is recalled due to unanticipated staffing needs.

### **ARTICLE 2** **CHARGE PAY**

A Therapist who is designated to be "In Charge" for four (4) hours or more within a shift shall receive a premium of \$3.50 per hour for each hour spent in charge duty.

### **ARTICLE 3** **CLASSIFICATIONS**

#### **Section 1. Full-Time Defined**

A full-time Therapist is one who is regularly scheduled to work at least eighty (80) hours (72 hours for employees working 12 hour shift schedules) within a bi-weekly period.

#### **Section 2. Part-Time Defined**

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

#### **Section 3. Temporary Defined**

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

**Section 4. Per Diem Defined**

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

**Section 5. Proration of Benefits**

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

**Section 6. Use of Traveler or Agency Personnel Employed by Affiliates**

The Hospitals will not regularly schedule a Traveler or Agency Respiratory Therapist who is an employee of any other HCA affiliate, in a non-relief capacity, for part-time or full-time work for more than 150 days, unless the position being filled by the Therapist is posted or the Agency or Traveler Therapist is filling a position which is vacant due to a leave of absence.

**ARTICLE 4**  
**COMPENSATION**

**Section 1. Wages**

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

<b>YOS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
RTT	\$34.11	\$34.11	\$34.11	\$34.11	\$35.67	\$37.00	\$37.82	\$38.63	\$39.79
RTP	\$40.93	\$40.93	\$40.93	\$40.93	\$42.81	\$44.40			
RTI	\$35.28	\$36.55	\$37.91	\$39.39	\$41.21	\$42.71	\$43.66	\$44.60	\$45.94
RTIP	\$42.34	\$43.87	\$45.49	\$47.25	\$49.43	\$51.27			
RTII	\$39.78	\$39.78	\$39.78	\$41.33	\$43.23	\$44.83	\$45.82	\$46.80	\$48.20
RTIIP	\$47.73	\$47.73	\$47.73	\$49.60	\$51.88	\$53.80			
RTIII	\$41.78	\$41.78	\$41.78	\$43.41	\$45.40	\$47.09	\$48.13	\$49.16	\$50.63
RTIIP	\$50.12	\$50.12	\$50.12	\$52.09	\$54.48	\$56.51			
RTIV	\$45.56	\$45.56	\$45.56	\$45.56	\$47.65	\$49.42	\$50.51	\$51.60	\$53.15
RTIVP	\$54.67	\$54.67	\$54.67	\$54.67	\$57.21	\$59.32			

A. The scale rates above will be increased by 3.0% retroactive to the first full pay period following December 6, 2013:

<b>YOS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

<b>RTT</b>				\$35.13	\$36.74	\$38.11	\$38.95	\$39.79	\$40.98
<b>RTTP</b>				\$42.16	\$44.09	\$45.73			
<b>RTI</b>	\$36.34	\$37.65	\$39.05	\$40.57	\$42.45	\$43.99	\$44.97	\$45.94	\$47.32
<b>RTIP</b>	\$43.61	\$45.18	\$46.86	\$48.68	\$50.94	\$52.79			
<b>RTII</b>			\$40.97	\$42.57	\$44.53	\$46.17	\$47.19	\$48.20	\$49.65
<b>RTIIP</b>			\$49.16	\$51.08	\$53.44	\$55.40			
<b>RTIII</b>			\$43.03	\$44.71	\$46.76	\$48.50	\$49.57	\$50.63	\$52.15
<b>RTIIP</b>			\$51.64	\$53.65	\$56.11	\$58.20			
<b>RTIV</b>				\$46.93	\$49.08	\$50.90	\$52.03	\$53.15	\$54.74
<b>RTIVP</b>				\$56.32	\$58.90	\$61.08			

B. No later than the first full pay period following December 1, 2014, the scale rates will be increased by 3.0%:

<b>YOS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RTT</b>				\$36.18	\$37.84	\$39.25	\$40.12	\$40.98	\$42.21
<b>RTTP</b>				\$43.42	\$45.41	\$47.10			
<b>RTI</b>	\$37.43	\$38.78	\$40.22	\$41.79	\$43.72	\$45.31	\$46.32	\$47.32	\$48.74
<b>RTIP</b>	\$44.92	\$46.54	\$48.26	\$50.15	\$52.46	\$54.37			
<b>RTII</b>			\$42.20	\$43.85	\$45.87	\$47.56	\$48.61	\$49.65	\$51.14
<b>RTIIP</b>			\$50.64	\$52.62	\$55.04	\$57.07			
<b>RTIII</b>			\$44.32	\$46.05	\$48.16	\$49.96	\$51.06	\$52.15	\$53.71
<b>RTIIP</b>			\$53.18	\$55.26	\$57.79	\$59.95			
<b>RTIV</b>				\$48.34	\$50.55	\$52.43	\$53.59	\$54.74	\$56.38
<b>RTIVP</b>				\$58.01	\$60.66	\$62.92			

C. No later than the first full pay period following December 1, 2015, the scale rates will be increased by 2.5%:

<b>YOS</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>RTT</b>				\$37.08	\$38.79	\$40.23	\$41.12	\$42.00	\$43.27
<b>RTTP</b>				\$44.50	\$46.55	\$48.28			
<b>RTI</b>	\$38.37	\$39.75	\$41.23	\$42.83	\$44.81	\$46.44	\$47.48	\$48.50	\$49.96
<b>RTIP</b>	\$46.04	\$47.70	\$49.48	\$51.40	\$53.77	\$55.73			
<b>RTII</b>			\$43.26	\$44.95	\$47.02	\$48.75	\$49.83	\$50.89	\$52.42
<b>RTIIP</b>			\$51.91	\$53.94	\$56.42	\$58.50			
<b>RTIII</b>			\$45.43	\$47.20	\$49.36	\$51.21	\$52.34	\$53.45	\$55.05

<b>RTIIP</b>			\$54.52	\$56.64	\$59.23	\$61.45			
<b>RTIV</b>				\$49.55	\$51.81	\$53.74	\$54.93	\$56.11	\$57.79
<b>RTIVP</b>				\$59.46	\$62.17	\$64.49			

**Section 2. Step Increases**

Years of completed continuous service (“YOS”) shall be calculated from the employee’s most recent date of hire or transfer into the relevant bargaining unit at the Hospital. Step increases for regular full-time and part-time bargaining unit employees shall normally be based upon each twelve (12) calendar months. The anniversary date of employment as a bargaining unit employee (and in the relevant bargaining unit) or the date of the last step increase shall determine the twelve (12) month period. Step Increases for per diem employees shall occur in the same manner as FT and PT bargaining unit employees provided the PRN employee has worked one thousand (1,000) hours during the prior twelve (12) month period. A PRN will be given three (3) years to accumulate their one thousand (1,000) hours towards a step increase, but after three (3) years without accumulating the requisite hours, the PRN must begin a new accumulation (i.e. prior hours no longer count).

**ARTICLE 5**  
**DESCRIPTION OF DUTIES**

The following list of duties is not intended to be an exhaustive list of all duties of Therapists, nor is it intended to suggest that other staff do not or may not perform these functions or that the job duties of Therapists are not subject to change. This Article is simply intended as a general description of what Therapists currently do. It is not intended to create or define any rights or obligations of the Hospitals, the Therapists or the Union.

Under the supervision of a medical director, respiratory care as a practice means a health care professional in close collaboration with physicians and nurses in the therapy, management, rehabilitation, diagnostic evaluation, and care of patients with deficiencies and abnormalities which affect the pulmonary system and associated aspects of cardiopulmonary and other systems functions, and includes all of the following:

1. Direct and indirect pulmonary care services that are safe, aseptic, preventative, and restorative to the patient.
2. Direct and indirect respiratory care services, including but not limited to, the administration of pharmacological and diagnostic and therapeutic agents related to respiratory care procedures necessary to implement a treatment, disease prevention, pulmonary rehabilitative or diagnostic regimen prescribed by a physician and surgeon.
3. Observation and monitoring of signs and symptoms, general behavior, general physical response to respiratory care treatment and diagnostic testing and

a) Determination of whether such signs, symptoms, reactions, behavior or general physical response exhibit abnormal characteristics

b) Implementation based on observed abnormalities of appropriate reporting or referral or respiratory care protocols, or changes in treatment regimen, pursuant to a prescription by a physician and surgeon or the initiation of emergency procedures.

4. The diagnostic and therapeutic use of any of the following, in accordance with the prescription of a physician and surgeon: administration of medical gases including helium and nitrous oxide, exclusive of general anesthesia; aerosols; humidification; environmental control systems and baromedical therapy; pharmacologic agents related to respiratory care procedures; mechanical or physiological ventilator support; brochopulmonary hygiene; advanced cardiac life support, neonatal resuscitation, and pediatric advanced life support; maintenance of the natural airways; insertion without cutting tissues and maintenance of artificial airways; interpretation of x-rays; diagnostic and testing techniques required for implementation of respiratory care protocols; collection of specimens of blood including arterial punctures and arterial catheter placement; collection of specimens from the respiratory tract; analysis of blood gases and respiratory secretions.

5. The transcription and implementation of the written and verbal orders of a physician and surgeon pertaining to the practice of respiratory care including generalized protocols for respiratory therapy and ventilator support that require respiratory Therapists to interpret lab results and assess patient, then make a decision to adjust or not to adjust life support parameters.

6. Respiratory Therapists respond to all traumas, all stroke alerts, medical alerts rapid response, helicopter arrivals and assist with neonatal and pediatric intra facility transportation.

7. Respiratory Therapists coordinate the Arterial Blood Gas (ABG) Lab and all arterial samples are drawn by and processed by the respiratory therapy department. In addition, the Pulmonary Function Labor is also under respiratory therapy.

8. The education of patients, families, the public, or other health care providers, including disease process and management programs and smoking prevention and cessation programs.

Respiratory care services will be provided by a qualified, credentialed and trained respiratory care practitioner also known as respiratory Therapist who has one of three credential levels:

1. Certified Respiratory Therapist (CRT)

One to two year training program at a non-degree level, this credential level is geared toward general practice. The CRT is also known as the “*entry level*” Therapist.

2. Registered Respiratory Therapist (RRT)

Two to four year Associate or Bachelor degree level. Only individuals that already hold the CRT credential is eligible for the “*advanced level*” RRT.



3. Specialty Licensure
  - a. Neonatal Pediatric Specialty
  - b. Pulmonary Function Specialty
  - c. Asthma Education Certification
  - d. Adult Critical Care Specialty

These credential levels are awarded after successful completion of exams administered by the National Board for Respiratory Care (NBRC). The CRT is a written exam and the RRT contains both a written exam and a clinical practice simulation.

## **ARTICLE 6** **EDUCATION LEAVE PAY**

- A. Effective December 6, 2012, education leave shall be earned at the rate of four (4) hours per year for full-time continuous employment, cumulative to a maximum of sixteen (16) hours.
- B. A regularly scheduled part-time Respiratory Therapist is entitled to a proration of educational leave based on hours paid, not to exceed the full-time accrual rate, cumulative to a maximum of twelve (12) hours.
- C. The Hospital shall approve such leave provided:
  - (1) The courses, workshops, or seminars relate to the Respiratory Therapist profession, and there will be a direct or indirect benefit to the maintenance of or improvement in the Respiratory Therapist's skills, and Application in writing is received by the Hospital no less than thirty (30) days prior to the requested date of leave and
  - (2) Such leaves shall not interfere with staffing requirements or patient care, and
  - (3) The Hospital shall not unreasonably withhold approval in (1) through (4) above.

## **ARTICLE 7** **Evening Shift Differential**

12-hour shift full-time and part-time Therapists employed as of December 6, 2007 at Regional Medical Center of San Jose or Good Samaritan Hospital who were regularly assigned to the day shift as of that date and who had been receiving PM shift differential for hours on the day shift between 3 pm and 7 pm, shall continue to receive such differential so long as they continue to work such schedule in a full-time or part-time status.

## **ARTICLE 8**

### **JOB CLASSIFICATIONS**

#### **Section 1.     Respiratory Therapy Technician**

A Respiratory Therapy Technician is an individual who has a current California Respiratory Care Practitioner (RCP) license and holds a certification from the National Board of Respiratory Care as a Certified Respiratory Technician.

#### **Section 2.     Respiratory Therapist I**

A Respiratory Therapist I is an individual who has a California Respiratory Care Practitioner (RCP) license and has completed a two-year AMA-approved course in Respiratory Therapy (or an accredited upgrade program).

#### **Section 3.     Respiratory Therapist II**

A Respiratory Therapist II is an individual who has a California Respiratory Care Practitioner (RCP) license and has completed a two-year AMA approved course in Respiratory Therapy (or an accredited upgrade program) and who is Registered as a Respiratory Therapist by the National Board for Respiratory Care.

#### **Section 4.     Respiratory Therapist III**

A Respiratory Therapist III at Regional Medical Center of San Jose is an individual who meets all of the criteria of Respiratory Therapist II, has two years of clinical experience in a critical care setting, plus is certified to perform arterial line insertions and intubations, and who will, upon request, act as a preceptor to students and new hires, validate competencies of other Therapists, and give in-services to other Therapists and other clinical staff and functions in the Charge role as assigned. A Respiratory Therapist III also completes ten (10) hours of CEUs per year (including licensure CEUs).

A Respiratory Therapist III at Good Samaritan Hospital is an individual who meets all of the criteria of Respiratory Therapist II, has two years of clinical experience in a critical care setting, plus functions as a member of the Charge Team or NICU Team, or works a majority of his/her shifts in the ICU, is willing, upon request, to act as a preceptor for students and new hires, to validate competencies of other Therapists, and to give in-services to other Therapists and other clinical staff. A Respiratory Therapist III also completes ten (10) hours of CEUs per year (including licensure CEUs).

#### **Section 5.     Respiratory Therapist IV**

A Respiratory Therapist IV is an individual who meets all of the criteria of Respiratory Therapist III for his/her Hospital, has three years of clinical experience in a critical care setting, and performs the following duties/functions:

1.     Coordinates other Therapists in preceptorship of student interns and new hire staff

2. Develops and coordinates educational programs
3. Policy and procedure development and review
4. Coordinates equipment reviews and trials
5. Reconciliation of daily patient charges (for which reasonable time is allotted)

A Respiratory Therapist IV also takes a leadership role in one or more of the following:

1. Team Leader,
2. Shift Scheduler,
3. Pulmonary Function Lab Clinician,
4. Skills Lab Coordinator,
5. Education Coordinator,
6. QI/PI Monitor.

A Respiratory Therapist IV also completes fifteen (15) hours of CEUs per year (including licensure CEUs).

#### **Section 6. Non-Exhaustive Description**

The foregoing descriptions are not intended as a comprehensive list of job requirements. Job descriptions contain a more detailed description of job duties and requirements.

#### **Section 7. Review of Job Classification**

If an employee believes that he/she meets the criteria for advancement to Respiratory Therapist III or IV, he or she will first make written application to the Department Manager/Director for consideration for advancement. The Department Manager/Director, if he or she does not believe that the employee qualifies for advancement shall respond in writing to the employee, identifying the criteria that the employee fails to meet. If the employee wishes, he/she may request, within 7 days of his/her receipt of such response, that the Manager/Director's conclusion be reviewed by a committee consisting of three full-time employees in the level to which the employee wishes to advance at the Hospital at which the employee works. The committee shall be selected by the Hospital and the Union each selecting one member and the two members selecting the third member. In the event that the committee concludes that the employee meets the criteria for advancement it shall issue a written report to the Manager/Director recommending that the employee be advanced, detailing the criteria that the employee has met for qualification for advancement.

If the Hospital accepts the committee's recommendation, it will implement the committee's recommendation retroactive to the first pay period commencing after the employee's written request for advancement. If the Hospital denies the committee's recommendation it will advise

the committee, the Union and the employee in writing within 10 days of receipt of the committee's report and the Union may take the matter to arbitration by filing a grievance directly at Step 4 within 30 days of its receipt of the Hospital's rejection of the committee's recommendation. In such arbitration, the burden shall be on the Hospital to prove, by a preponderance of the evidence, that the committee's conclusion on the matter was in error.

## **ARTICLE 9** **OVERTIME**

### **Section 1. Daily Compensation**

Work in excess of twelve (12) hours on a given day shall be compensated at the rate of two (2) times the employee's regular rate of pay. For employees working eight (8) or ten (10) hour shifts, work beyond the employee's normal scheduled shift of eight or ten hours shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

### **Section 2. Bi-Weekly Compensation**

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

### **Section 3. Meal Period and Payment for Meal Time Worked**

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

### **Section 4. Rest Periods**

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

### **Section 5. Rest Between Shifts**

If a Therapist working a 12 hour shift does not have ten (10) hours rest between shifts she/he is required to work, she/he will receive time and one-half (1 & 1/2) of the employee's straight time hourly rate for all hours worked until ten (10) hours have elapsed from the completion of his/her preceding shift worked. For Therapists working eight (8) or ten (10) hour shifts, the rest period shall be twelve (12) or eleven (11) hours, respectively, rather than ten (10). If a Therapist

requests for her or his own purposes, the period may be reduced to eight (8) hours if the request is made in writing and a copy of the request is furnished to ESC upon request. Time for which any premium is paid shall count as rest time for purposes of this paragraph. This Section does not apply to consecutive shifts.

#### **Section 6. Shift Assignments**

If due to emergency or operational circumstances it becomes necessary to change a full-time or part-time Therapist's shift assignment temporarily, the Hospital may introduce a shift rotation procedure that shall be equitably applied to all qualified full-time and part-time Therapists.

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

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

### **ARTICLE 10** **PROFESSIONAL PRACTICE COMMITTEE**

A Professional Practice Committee composed of Therapists covered by this Agreement who are currently employed at the Hospitals shall be established to discuss matters which involve the practice of respiratory therapy.

The Committee shall have two bargaining unit members who volunteer to participate. Where more than two Therapists volunteer, the Union shall determine the Therapists who will participate. Committee membership shall also include one or more representatives of respiratory therapy management to be selected by the Hospital.

As needed, the Committee may schedule no more than one meeting per quarter for no more than two (2) hours. Such time shall be paid. These meetings will be held at a time which will not conflict with the routine of the department. An agenda will be prepared by a respiratory therapy management representative that contains all items within the scope of the Committee's objectives that are submitted by Committee members at least ten (10) calendar days in advance of each scheduled meeting. The agenda will be given by management 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 Hospitals' respiratory therapy management. The objectives of the Professional Practice Committee will be:

- (a) to consider the constructive professional practice of respiratory therapy; and

(b) to work constructively with respiratory therapy management for the improvement of patient care and the practice of respiratory therapy.

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 11** **SCHEDULING**

The Hospital will make reasonable efforts to post a tentative working schedule of all Therapists' regularly assigned shifts, in an accessible place, not less than fourteen (14) calendar days prior to the date the shift is scheduled to begin.

Any change to a shift posted (other than temporary staffing reductions) on the schedule less than ten (10) days before the date the shift is scheduled to begin requires agreement of the Therapist affected except in emergencies in which the Hospital will give as much notice of the scheduled change as possible under the circumstances. The Hospital will seek volunteers from among Therapists present at the facility before imposing a schedule change during an emergency.

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

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

Should the Hospitals determine to change the existing 12 hour schedules of bargaining unit employees, the Hospitals agree to bargain over the effects of such changes as required by law.

## **ARTICLE 12** **SENIORITY, LAYOFF, AND CALL-OFF PROCEDURES**

### **Section 1. Seniority**

For purposes of implementing the Agreement's layoff and recall provisions and for purposes of granting unpaid leaves of absence, a Therapist's seniority will be defined as his/her total unbroken length of service as a Therapist at Good Samaritan Hospital and/or Regional Medical Center of San Jose, including any prior unbroken service at San Jose Medical Center, South Valley Hospital or Mission Oaks Hospital. Seniority for an employee who floats among

facilities will be defined as his/her total length of service in the Therapist bargaining unit and will be applied at each facility to which the employee has floated in the twelve (12) month period preceding a layoff effective date. For purposes of determining a Therapist's entitlement to PTO benefits provided under the contract, his or her entitlement will be determined based upon the employee's continuous service date. Therapists who experience a 12-month or more absence due to workforce reduction will lose all seniority for all purposes. The Hospital will maintain an updated seniority list and will make the seniority list available to the shop steward upon request.

Effective December 6, 2009, for purposes of seniority, if a per diem becomes a regular full or part time benefited Therapist, that Therapist's seniority is based on the date that the Therapist becomes a regular full or part time benefited Therapist (Application is prospective only).

## **Section 2. Layoff Procedure**

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

## **Section 3. Bumping**

Therapists 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 Therapists in their Hospital. The bumped Therapist may elect to follow the same bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff. Non-bargaining unit Therapists cannot bump into the bargaining unit. Employees whose positions are eliminated as a consequence of the closure of a facility and who have at least ten (10) years of seniority shall have bumping rights for Therapist positions in the other facility and will be eligible for severance as set forth in this Article. Employees whose positions are eliminated as a consequence of the closure of one facility and who less than ten (10) years of service with the Employer will be eligible for severance pay as set forth in this Article.

**Section 4. Recall Procedure**

For a period of up to one year from the date of layoff, Therapists will be recalled in order of their bargaining unit seniority for any vacancies that occur at the Hospital from which they were laid off, provided they are qualified and have the ability to competently perform, with no more than two (2) weeks orientation, the available work. A Therapist on layoff may bid for vacancies at a Hospital other than the Hospital from which the Therapist was laid off, pursuant to Article 23, Section 2. It is understood that the Hospital will notify the Union of its conclusion that a Therapist has not demonstrated his/her ability within said two weeks prior to terminating the Therapist and the orientation period may be extended by agreement of the parties. Provided, if a Therapist is recalled to a position which requires certification to perform arterial line insertions and/or intubations he/she shall be granted up to six (6) months to attain such certification. A Therapist who is laid off shall retain seniority until he/she declines the offer of a relatively equal position in the Hospital from which the Therapist was laid off or until one (1) year has elapsed from the date of the layoff. It is the responsibility of the individual Therapist to update the Human Resources Department in writing with current address and phone numbers for recall purposes. A recalled Therapist 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 Therapist of available employment. If a Therapist does not accept recall within seventy-two (72) hours, the Therapist will be considered to have voluntarily resigned. Upon recall from layoff status, the Therapist will be entitled to restoration of seniority and placement at the same wage rate in effect at the time of the layoff. Therapists who experience a 12-month or more absence due to workforce reduction will lose seniority for all purposes.

**Section 5. Severance Pay**

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

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

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

In addition, the Hospital will continue to provide insurance coverages in effect at the time of the layoff at the same cost as though the Therapist remained actively employed for the same period



as the severance pay. It is also understood that the Employer will not contest unemployment benefits of any bargaining unit member laid off (voluntary or otherwise) pursuant to this Agreement. Severance benefits are paid out over the severance period on the same basis as though the Therapist 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. A Therapist volunteering for layoff multiple times shall have his or her eligibility for severance pay reduced by the amount of severance received as a result of the prior voluntary layoff(s).

#### **Section 6. Preferential Hiring**

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

#### **Section 7. Restoration of Status**

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

#### **Section 8. Break-In Service Defined**

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

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

#### **Section 9. Call-Off Procedures**

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

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

In the event that there are no volunteers or per diem employees on the shift in question, the Therapist to have his/her hours reduced will be selected on a rotational basis consistent with the current practice of rotating the involuntary cancellation of hours throughout the year until all Therapists have taken a turn. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Therapist who has been placed "in-charge" may be exempted from call-off whenever Hospital management concludes that the Therapist is needed to remain in charge for the shift.

For purposes of this Section, Therapists working at a Hospital that is not the Therapist's "home" facility will be subject to call-off the same as Therapists of the Hospital in which they are working (i.e., per diems will be treated as per diems and "status" Therapists will be treated as "status" employees).

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.

Once called off, an employee is considered off the schedule and shall not be required to maintain contact or be available to work, unless the employee has been placed on stand-by and is compensated accordingly, for the shift or portion thereof for which he/she is required to remain available.

A Therapist working at premium rates may be chosen for reduction out of the preceding order.

## **ARTICLE 13** **WAGE SCALE PLACEMENT**

1. Employees in the job classifications listed in this Agreement will be placed on the scales set forth in this Agreement, based on "completed continuous years of service with the Hospital in the job classification" as set forth in subsection (2) below.

2. Years of completed continuous service shall be calculated from the employee's most recent date of hire as, or transfer into, a Therapist position (for placement on a Therapist scale) or a Technician position (for placement on the Technician scale) at the Hospital (including any prior unbroken service as a Therapist or Technician at South Valley Hospital, San Jose Medical Center, Regional Medical Center of San Jose, Good Samaritan Hospital, and/or Mission Oaks Hospital).

### **PREVIOUS EXPERIENCE**

The Hospitals may place new hires on any step of the scale, but if a new hire is granted experience credit that results in pay for experience exceeding that of any incumbent Therapist who has like experience and at least the same status, the incumbent shall be granted equivalent

credit for experience as the new-hire at the time of the new-hire's employment and the anniversary date of the incumbent Therapist shall be changed to the same date as the new-hire. If the Hospital's records are incomplete with respect to tenure credit, the burden of proof of all tenure credit shall rest with the Therapist. 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 Therapist on a Hospital-by-Hospital basis. The Hospital's determination of the amount of experience credit (if any) to grant a new hire for purposes of placement, or for which to credit an incumbent for purposes of administration of this section, shall not be a subject for grievance.