

2018 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20 (RT)

Hospital proposal September 19, 2018 (proposed by email)

(The Employer reserves the right to add to, withdraw, delete, or otherwise modify these proposals throughout the collective bargaining process.)

1 [Current Contract Language means articles contained in the CBA between Good Samaritan
2 Hospital and Regional Medical Center of San Jose and the Engineers and Scientists of
3 California, Local 20, IFPTE, valid from July 1, 2016 through July 1, 2019.]

4
5 The Hospital proposes the following as a package proposal:

- 6
- 7 1. Article 1 (Recognition): The parties agree to the Union's proposal of May 16, 2018.
- 8 2. Article 2 (Coverage): The parties agree to the Hospital's proposal of August 21, 2018.
- 9 3. Article 3 (Management Rights): The parties agree to CCL.
- 10 4. Article 10 (Health, Dental, Vision and LTD Insurance; Medical, Vision and Day Care
11 Spending Accounts): The parties agree to CCL.
- 12 5. Article 14 (Membership): The parties agree to CCL.
- 13 6. Article 20 (Precedents and Past Practices): The parties agree to CCL.
- 14 7. Article 25 (Retirement Program): The parties agree to CCL.
- 15 8. Article 27 (Shift Differentials): The parties agree to CCL.
- 16 9. Article 29 (Term of Agreement): The parties agree to CCL.
- 17 10. Appx. IV, Art. [] (Classifications): The parties agree to the Hospital's proposal of
18 August 21, 2018.
- 19 11. Appx. IV, Art. [] (Compensation): The parties agree to the Hospital's proposal of
20 September 18, 2018.
- 21 12. Appx. IV, Art. [] (Description of Duties): The parties agree to the Hospital's proposal
22 of September 18, 2018.
- 23 13. Appx. IV, Art. [] (Education Leave Pay): The parties agree to the Hospital's proposal of
24 September 18, 2018.
- 25 14. Appx. IV, Art. [] (Overtime): The parties agree to the Hospital's proposal of June 20,
26 2018.
- 27 15. Appx. IV, Art. [] (PPC): The parties agree to the Union's proposal of May 16, 2018.
- 28 16. Appx. IV, Art. [] (Scheduling): The parties agree to the Union's proposal of August 29,
29 2018, Session 4.
- 30 17. Appx. IV, Art. [] (Seniority, Layoff, and Call-Off Procedure): The parties agree to the
31 Hospital's proposal of June 21, 2018, with the following addition in Section A: "Per diem

- 32 employees who transfer to a full-time or part-time position will be given 20% credit for
33 their continuous service in a bargaining unit position.”
- 34 18. Side Letter re: Call-Back Stand-By: Hospital’s proposal of August 29, 2018.
35 19. Unpublished Side Letter re: Education Leave Pay: Hospital’s proposal of August 29,
36 2018.
37 20. The parties agree to TA the current contract language in the articles set forth in the
38 Hospital’s proposal of June 21, 2018.
39 21. All other proposals not accepted herein are rejected or withdrawn.
40

ECC PACKAGE PROPOSAL TO RMC/HCA RE THERAPY DEPARTMENT UNIT
May 16, 2018

KEY: CCL = Current Contract Language

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") and at RMC only Physical Therapists, Occupational Therapists, Speech Language Pathologists and Physical Therapist Assistants (full description of the four 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.

12:10

2018 CONTRACT NEGOTIATIONS

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Hospital proposal August 21, 2018

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**ARTICLE 2
Coverage**

CCL on UNITS 1 thru 3; propose the following for Unit 4:

Unit IV: The Physical Therapists, Occupational Therapists, Speech Language Pathologists/Therapists and Physical Therapist Assistants covered by this Agreement are all full-time, part-time and per diem Physical Therapists, Occupational Therapists, Speech Language Pathologists/Therapists and Physical Therapist Assistants employed by RMC only performing physical, occupational and speech therapy services (“therapy services”), but specifically excluding confidential employees, guards and supervisors (as defined by the Act, and including “Lead” employees). 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 Physical Therapists, Occupational Therapists, Speech Language Pathologists/Therapists and Physical Therapist Assistants 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 RMC provides therapy services in a location that does not provide therapy services and which will employ employees who hold a Physical Therapy, Occupational Therapy, Speech Language Pathology/Therapy and Physical Therapist Assistant licenses 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 Hospital under the National Labor Relations Act.

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2018 CONTRACT NEGOTIATIONS

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Hospital proposal August 21, 2018

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**ARTICLE __
Classifications**

SECTION 1. FULL-TIME DEFINED

A full-time Therapist is one who is regularly scheduled to work at least sixty-four (64) hours 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 sixty-four (64) 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.[1]

~~SECTION 3.~~ SECTION 5. PRORATION OF BENEFITS

A regular part-time ~~Therapist~~ Bargaining Unit Member shall accrue PTO and ESL, based on hours worked (excluding overtime premium), not to exceed the employee's FTE.[2]

26 | **SECTION 4. SECTION 6. USE OF TRAVELER OR AGENCY PERSONNEL**
27 | **EMPLOYED BY AFFILIATES**

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

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2018 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
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Hospital proposal September 19, 2018 (proposed by email):

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1
2 **APPX. ARTICLE** __
3 **Compensation and Benefits**
4

5 **Section 1. Wages**
6

7 The parties agree that for the duration of this Agreement, the Hospital will
8 continue to provide Bargaining Unit Employees with the same wages that they
9 receive as of the date of ratification of this Agreement. Subsequent increases will
10 be negotiated between the Parties.
11

12 **Section 2. ~~Health Insurance/Dental/Vision Plan~~**
13

14 [The following provision replaces Article 10, Section 1 of the Agreement.]
15 The Hospital shall continue to make the Hospital's Health Insurance Plans (HMO
16 Plan, HCA PPO Plans, and the Essential Plan (only available to certain PRNs and
17 temporary employees)), Dental Plans (Delta Dental Premier Plan, MetLife
18 Preferred Dentist Program (PDP), and Cigna Dental Maintenance Plan (DMO)),
19 and Vision Plan (Vision Service Plan)) available through payroll deduction for
20 eligible full-time and part-time employees, on the same basis that these plans are
21 offered to non-bargaining unit employees, according to the terms of the plans.
22 There shall be no obligation to bargain over changes in the plans or over issues
23 relating to administration of these plans, and the plans and their elements shall not
24 be subject to the grievance and arbitration procedures of this Agreement.
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2018 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
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Hospital proposal September 19, 2018 (proposed by email)

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**APPX. ARTICLE __
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. The job duties of Therapists are subject to change. This Article is simply intended as a general description of what Therapists currently do.

The Hospital and the Union agree that safe and efficient patient care should be an on-going discussion during the PPC meetings. In the event that the Hospital plans to modify employees' productivity standards the Hospital shall notify the Union at least 14 days prior to the implementation date of the proposed change and, upon request, agrees to a meeting between the Union and the Hospital to discuss the proposed change, unless the change is necessitated by federal, state, or local government, in which case notice is not required. The Hospital retains the right to modify Bargaining Unit Employees' productivity standards unilaterally. ~~In such an event, the Hospital shall notify the Union at least 14 days prior to the implementation date of the proposed change and, upon request, agrees to a meeting between the Union representative and the Director of Labor Relations (or designee) to discuss the proposed change, unless the change is necessitated by federal, state, or local government, in which case notice is not required.~~

[Sections 1 – 13 remain the same as the Hospital's proposal of August 21, 2018.]

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Hospital proposal September 19, 2018 (proposed by email)

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**APPX. ARTICLE
Education Leave Pay**

Section 1. Leave for professional advancement and study necessary for renewal of licensure, or Hospital sponsored programs (set forth in Section 2, below) shall be earned at the rate of sixteen (16) hours a year 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 Bargaining Unit Employees 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 twenty-two (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's staffing requirements for patient care. An employee shall apply for education leave at least fifteen (15) days in advance, and the Hospital shall respond promptly, taking into consideration needs and the absence from work of other employees due to vacation or leave of absence. The form for leave approval shall show credits for non-Hospital sponsored programs. Copies of credits earned or certificates shall be submitted to the Department Manager.

Section 2. The Hospital may, under this article, require a Bargaining Unit Employee to utilize up to eight (8) hours of his/her accumulated Education Leave Pay each year for the Hospital's sponsored programs. The Hospital may, under this Section, require a part-time Bargaining Unit Employee to utilize up to six (6) hours of his/her accumulated Education Leave Pay each year in the Hospital's sponsored programs. The courses offered by the Hospital shall be job related and qualify for the bargaining unit employee's continuing education certification requirements and will be at no cost to the Bargaining Unit Employee.

13:00

2018 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20 (RT)

Hospital proposal June 20, 2018

(The Employer reserves the right to add to, withdraw, delete, or otherwise modify these proposals throughout the collective bargaining process.)

1
2 **ARTICLE** ___
3 **Overtime**

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5 **SECTION 1. DAILY COMPENSATION**

6 Work in excess of twelve (12) hours on a given day shall be compensated at the rate of two (2)
7 times the employee's regular rate of pay. For employees working eight (8) or ten (10) hour shifts,
8 work beyond the employee's normal scheduled shift of eight or ten hours shall be compensated
9 at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. Except for rest
10 periods, only hours actually worked shall be considered for purposes of computing overtime.

11 **SECTION 2. BI-WEEKLY COMPENSATION**

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

14 **SECTION 3. MEAL PERIOD AND PAYMENT**
15 **FOR MEAL TIME WORKED**

16 Therapists who are scheduled to work eight (8) hours within a spread of eight and one-half (8
17 1/2) hours shall receive not less than one-half (1/2) hour unpaid meal period. Therapists working
18 10 hour shifts will be scheduled for 10 and one-half hours (including a one-half hour unpaid
19 meal period). Therapists working twelve (12) hour shifts will be scheduled for twelve (12) and
20 one-half hours (including a one-half hour unpaid meal period) and the second meal period shall
21 be waived. If a Therapist is required and authorized by the Therapist's Supervisor to work during
22 the meal period, or if relief for such meal period is not provided, such meal period shall be paid
23 as time worked for the purpose of computing overtime.

24 **SECTION 4. REST PERIODS**

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

30 **SECTION 5. AUTHORIZATION OF**
31 **OVERTIME**

32 All overtime worked by a Therapist shall be authorized in advance by the rehabilitation therapy
33 department manager, unless it is not possible to secure authorization in advance due to the
34 emergency of a situation. The Therapist shall record the overtime on the day overtime is
35 worked, the reasons therefore, and the supervisor authorizing the overtime (if any), on a record
36 as specified by the Employer.

37 **SECTION 6. SHIFT ASSIGNMENTS**

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

42

43

Article _ 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 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 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.

In order for the Hospital to meet the ever-changing needs in the patient care environment, the Hospital retains the right to determine the shifts, schedules and hours of work of the Therapists. This right includes modifying (temporarily or permanently) the start and end times and the days on which Employees work. The Hospital also retains the right to create new shifts and/or modify the length of the shifts (e.g., 8, 10 or 12-hour shifts on a temporary or permanent basis). In the event the Hospital creates a new shift and/or modifies the length of a shift (as set forth in the aforementioned sentence), it will follow the procedure set forth in Article 23 (Posting and Filling Vacancies) to allow employees to bid for the new/modified shift, with one clarification:

If regular status staff are involuntarily selected to fill a vacant position on a temporary or permanent basis, the Hospital shall transfer, assign, or use qualified Employees with the least seniority within each discipline.

Current bargaining unit members, as of the [date of ratification]: can only be involuntarily selected for 12 hour shifts once the hospital gives a 21 day notice to the Union prior to the implementation date of the 12 hour schedule. The Union will be given the opportunity to meet regarding the change, effects and to propose alternative ways to meet the needs necessitating the change.

2018 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
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Hospital proposal June 21, 2018

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1
2 **ARTICLE __**
3 **Seniority, Layoff, and Call-Off Procedures**
4

5
6 **SECTION 1. SENIORITY, LAYOFF, AND**
7 **CALL-OFF PROCEDURES**

8 **A. Seniority** - For purposes of implementing the Agreement's layoff and recall provisions
9 and for purposes of granting unpaid leaves of absence, a Therapist's seniority will be defined as
10 his/her total unbroken length of service as a Therapist at Regional Medical Center of San Jose
11 (including San Jose Medical Center and Alexian Brothers Hospital).. For purposes of
12 determining a Therapist's entitlement to PTO benefits provided under the contract, his or her
13 entitlement will be determined based upon the employee's continuous service date. Therapists
14 who experience a 12-month or more absence due to workforce reduction will lose all seniority
15 for all purposes. The Hospital will maintain an updated seniority list and will make the seniority
16 list available to the shop steward upon request.

17 If the union believes that the seniority date or the continuous service date for a Therapist is not
18 accurate, the Union will have up to thirty (30) days following ratification of this Agreement to
19 provide Human Resources with verifiable documentation supporting an adjustment to the
20 employee's seniority or continuous service date.

21
22 **B. Layoff Procedure** - In the event of a reduction in force or of regular hours in the
23 Hospital, the Hospital shall notify the Union at least thirty (30) days in advance of the effective
24 date of the layoff, and will give affected employees at least fourteen (14) days advance notice of
25 the layoff during which time volunteers will first be sought as set forth in Section 5, below. Such
26 notice to employees may be given during the above referenced thirty (30) day notification
27 period, but the layoff shall not be effective prior to the expiration of that thirty (30) day period.
28 If an insufficient number of Therapists volunteer for layoff to meet reduction goals, the least
29 senior Therapist occupying positions to be eliminated will be displaced, subject only to the
30 ability of the retained employees to perform the duties of the employees to be laid off. Initial
31 displacements shall be carried out by shift. Displaced Therapists will have the right to bump

32 other less senior Therapists (with the exception of Wound Care) within the Hospital providing
33 the Therapist is qualified and has the ability, with no more than two (2) weeks orientation, to
34 competently perform the available work. It is understood that the Hospital will notify the Union
35 of its conclusion that a Therapist has not demonstrated his/her ability within said two (2) weeks
36 prior to terminating the Therapist and the orientation period may be extended by agreement of
37 the parties. Failure to demonstrate competency in the position within the two (2) week period
38 (including any extension of such period agreed to by the hospital and union) shall be just cause
39 for termination of employment.

40 **C. Bumping** - Therapists displaced from their positions may, within the seventy-two (72)
41 hour period following the expiration of the fourteen (14) days notice, bump into positions held
42 by less senior Therapists in the Hospital. The bumped Therapist may elect to follow the same
43 bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff.
44 Non-bargaining unit Therapists can not bump into the bargaining unit. Employees whose
45 positions are eliminated as a consequence of the closure of the facility will be eligible for
46 severance pay as set forth in this Article.

47 **D. Recall Procedure** - For a period of up to one year from the date of layoff, Therapists will
48 be recalled in order of their seniority for any vacancies that occur at the hospital, provided they
49 are qualified and have the ability to competently perform, with no more than two (2) weeks
50 orientation, the available work. A Therapist on layoff may bid for vacancies at a hospital other
51 than the hospital from which the Therapist was laid off, pursuant to Article 23, Section 2. It is
52 understood that the Hospital will notify the Union of its conclusion that a Therapist has not
53 demonstrated his/her ability within said two weeks prior to terminating the Therapist and the
54 orientation period may be extended by agreement of the parties. A Therapist who is laid off shall
55 retain seniority until he/she declines the offer of a relatively equal position in the Hospital or
56 until one (1) year has elapsed from the date of the layoff. It is the responsibility of the individual
57 Therapist to update the Human Resources Department in writing with current address and phone
58 numbers for recall purposes. A recalled Therapist must accept recall within seventy-two (72)
59 hours and return to work at the Hospital within fourteen (14) days from the mailing of a certified
60 letter advising the Therapist of available employment. If a Therapist does not accept recall
61 within seventy-two (72) hours, the Therapist will be considered to have voluntarily resigned.
62 Upon recall from layoff status, the Therapist will be entitled to restoration of seniority and
63 placement at the same wage rate in effect at the time of the layoff. (Therapists who experience a
64 12-month or more absence due to workforce reduction will lose seniority for all purposes, and if
65 not previously terminated, their employment will terminate.)

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

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

71

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

73

74 In addition, the Hospital will continue to provide insurance coverages in effect at the time of the
75 layoff at the same cost as though the Therapist remained actively employed for the same period
76 as the severance pay. It is also understood that the Employer will not contest unemployment
77 benefits of any bargaining unit member laid off (voluntary or otherwise) pursuant to this
78 Agreement. Severance benefits are paid out over the severance period on the same basis as
79 though the Therapist worked during the period of severance. All severance entitlement and
80 payments will cease seven (7) days from the mailing of a written communication (sent by
81 certified mail) of available employment. A Therapist volunteering for layoff multiple times shall
82 have his or her eligibility for severance pay reduced by the amount of severance received as a
83 result of the prior voluntary layoff(s).

84

SECTION 2. PREFERENTIAL HIRING

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

88

SECTION 3. RESTORATION OF STATUS

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

96

SECTION 4. BREAK IN SERVICE DEFINED

97 A Therapist will terminate his/her seniority, and employment to the extent it is not already
98 terminated, under the following conditions:

- 99 i. When the Therapist voluntarily quits or changes his/her status from regularly scheduled
100 full-time or part-time to per diem status.

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

108 **SECTION 5. CALL-OFF PROCEDURES**

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

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

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

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

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

124

2018 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
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Hospital proposal August 29, 2018

(The Employers reserve the right to add to, withdraw, delete, or otherwise modify these proposals throughout the collective bargaining process.)

Side Letter re: Call-Back Stand-By

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3 The parties recognize that the Hospital has a past-practice of requiring one
4 Speech Pathologist to stand-by on the days of Thanksgiving and Christmas. The
5 parties agree that the Hospital can continue this practice. Specifically, the Hospital
6 can assign one Speech Pathologist to stand-by on Thanksgiving and Christmas
7 during the hours of 8 a.m. until 12 p.m.

8
9 Speech Pathologists will rotate these assignments or voluntarily select the
10 assignments. Compensation for these two days will be as follows:

11
12 Stand-by shall be at three-quarters (3/4) of the straight time hourly rate for
13 each hour spent on stand-by. If a Bargaining Unit Member is called to work while
14 on stand-by, said Bargaining Unit Member shall receive one and one-half (1½)
15 times the straight time hourly rate for all time actually worked (with a minimum of
16 one-half hour), in addition to the remuneration time spent being on stand-by.

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10:9:45

2018 CONTRACT NEGOTIATIONS

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1 [Current Contract Language means articles contained in the CBA between Good Samaritan
2 Hospital and Regional Medical Center of San Jose and the Engineers and Scientists of
3 California, Local 20, IFPTE, valid from July 1, 2016 through July 1, 2019.]

4
5 The Hospital and Union agree to TA Current Contract Language contained in the following
6 articles:

- 7
- 8 1. Article 4: Arbitration and Court Procedures
- 9 2. Article 5: Books and Tuition
- 10 3. Article 6: Bulletin Boards
- 11 4. Article 7: Change of Ownership
- 12 5. Article 8: Discipline
- 13 6. Article 9: Employee's Right to Receive and Review Evaluations and Warnings
- 14 7. Article 11: Grievance and Arbitration
- 15 8. Article 12: Leaves of Absence and Excused Absence
- 16 9. Article 13: Life Insurance
- 17 10. Article 15: No Reduction in Pay, Vacation or Shift Differential Benefits
- 18 11. Article 16: No Strike – No Lockout
- 19 12. Article 17: No Pyramiding
- 20 13. Article 18: Non-Discrimination
- 21 14. Article 19: Paragraph Descriptions
- 22 15. Article 21: Paid Time Off
- 23 16. Article 22: Payroll Deduction of Union Dues - ~~Excluded~~ *Excluded*
- 24 17. Article 23: Posting and Filling Vacancies
- 25 18. Article 24: References
- 26 19. Article 26: Severability
- 27 20. Article 28: Telephone Consultation
- 28 21. Article 30: Union Visitation
- 29 22. Article 31: Waiver and Conclusion of Bargaining
- 30 23. Article 32 Weekends

2018 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20 (RT)**

Hospital proposal August 29, 2018

(The Employers reserve the right to add to, withdraw, delete, or otherwise modify these proposals throughout the collective bargaining process.)

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Unpublished Side Letter re: Education Leave Pay

Bargaining unit members who received 24 hours of Education Leave Pay in 2018 can use up to 24 hours of Education Leave Pay in 2018. Usage of this Education Leave Pay must comply with the Education Leave Pay requirements set forth in Appendix IV, Article __, and only a maximum of 16 hours can be rolled over from 2018 to 2019.