

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

January 22, 2020

Hospitals' Session 3 Cover Sheet

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

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2 The Hospitals submit the following proposals as a package proposal:
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4 **1. Master Agreement**

- 5 a. Article 10 – Health, Dental, Vision and LTD Insurance; Medical, Vision, and Day
6 Care Spending Accounts: Hospital proposal of January 22, 2020, Session 2.
7 b. Article 29 – Term of Agreement: Hospital proposal of July 17, 2019.
8 c. Side Letter re: Implementation of Common Step: Hospital proposal of July 31,
9 2019.

10 **2. Appx. I – Clinical Laboratory Scientists**

- 11 a. Article 2 – Compensation: Hospital proposal of January 22, 2020, Session 1.
12 b. Article 4 – Definitions: Hospital proposal of January 22, 2020, Session 1.

13 **3. Appx. II – Radiology/Imaging Technologist**

- 14 a. Article 1 – Classifications & Special Rates: Hospital proposal of January 22,
15 2020, Session 1.
16 b. Article 2 – Compensation: Hospital proposal of January 22, 2020, Session 3.

17 **4. Appx. III – Respiratory Therapists**

- 18 a. Article 4 – Compensation: Hospital proposal of January 22, 2020, Session 3.

19 **5. Appx. IV – Physical Therapists, Occupational Therapists, Speech Language
20 Pathologists/Therapists and Physical Therapist Assistants at RMC Only**

- 21 a. Article 2 – Compensation: Hospital proposal of January 22, 2020, Session 1.
22 b. Article 3 – Description of Duties: Hospital proposal of January 21, 2020, Session
23 3, except with the following language in Section 15:
24 i. If an employee believes that he/she meets the criteria for advancement from
25 a level I to II, II to III, or III or IV, he or she will first make written
26 application to the Department Manager/Director for consideration for
27 advancement. The Department Manager/Director, if he or she does not
28 believe that the employee qualifies for advancement shall respond in writing
29 to the employee, identifying the criteria that the employee fails to meet. If
30 the employee wishes, he/she may request, within 7 days of his/her receipt
31 of such response, a meeting with the Director of Labor Relations, or
32 designee. This meeting will include the employee, a representative from the
33 Union, the Department Manager/Director, and the Director of Labor

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34 Relations, or designee, at which point the Union can present information to
35 explain why the employee qualifies for advancement. Following the
36 meeting, the Employer, will respond in writing, and the Hospital retains sole
37 discretion to determine if the employee is qualified for advancement.

38 c. Article [NEW] Wage Scale Placement: Hospital proposal of January 21, 2020,
39 Session 1.

40 d. Wage Scales for New Units: Hospital proposal of January 22, 2020, Session 1.

41 **6. Appx. V – Social Workers**

42 a. Article 2 – Compensation: Hospital proposal of January 22, 2020, Session 1.

43 b. Article [NEW] Wage Scale Placement: Hospital proposal of January 21, 2020,
44 Session 1.

45 c. Wage Scales for New Units: Hospital proposal of January 22, 2020, Session 1.

46 **7. Appx. VI – Dietitians**

47 a. Article 2 – Compensation: Hospital proposal of January 22, 2020, Session 1.

48 b. Article [NEW] Wage Scale Placement: Hospital proposal of January 21, 2020,
49 Session 1.

50 c. Wage Scales for New Units: Hospital proposal of January 22, 2020, Session 1.

51 8. Any applicable retroactive payment will be made as soon as administratively possible; to
52 be eligible for retroactive payment, employee must be actively employed at the time of
53 payment.

54 9. All other proposals not accepted herein are rejected or withdrawn. All articles not
55 explicitly TA'd, in writing, shall resort to current contract language.

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2019 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 22, 2020 Session 2

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

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) 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 an HMO Plan (currently with ~~UnitedAetna~~), and HCA PPO Plans (currently with a ~~\$200-250~~ Deductible and a ~~\$750-850~~ Deductible, and the Essential Plan only available to certain PRN and temporary employees).

2. Dependent Children Coverage. Pursuant to the Affordable Care Act, unmarried dependents age 19 up to their 26th birthday are eligible for coverage.

3. HMO Plan. The Hospitals may, after ~~one hundred and twenty-sixty (12060)~~ days' notice to the Union, reduce the actuarial value of the ~~2016~~-HMO Plan by up to ~~four-two~~ percent (24%) over the life of this Agreement. ~~However, the Hospital may not reduce the HMO plan by more than two percent (2%) in any plan year. Upon the Union's request, the Hospital shall meet and confer with the Union over the proposal.~~

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

39 5. Costs. Costs for coverage under the various plans will be as set forth below until January
 40 1, 2021 [chart below to be updated with current rates]. January 1, 2017.

41

Medical Option Name	TPA	FT/PT	LoS	2016 Bi-Weekly Deduction			
				EE Only	-EE +1	-EE +2	-EE +3 +
\$200 PPO	Cigna	F	-	\$30.72	\$95.32	\$119.17	\$147.12
\$200 PPO	Cigna	P	-	\$151.67	\$326.17	\$407.71	\$473.72
\$750 PPO	Cigna	F	-	\$24.53	\$91.00	\$113.73	\$132.03
\$750 PPO	Cigna	P	-	\$153.45	\$328.56	\$410.72	\$472.81
UHC Signature Value HMO San Jose	United	F	-	\$—	\$—	\$—	\$—
UHC Signature Value HMO San Jose	United	P	<3 years	\$18.42	\$47.93	\$60.54	\$79.50
UHC Signature Value HMO San Jose	United	P	>3 years	\$—	\$—	\$—	\$—

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44 6. Change in Costs. Effective January 1, ~~2020~~ 2017 2021, and thereafter through the term of
 45 this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on

46 premiums or premium equivalents) for coverage under the Health Plans (HCA PPO Plans) and of
 47 the costs (based on premiums or premium equivalents) of the HMO) (or equivalent) for part-time
 48 employees with less than three (3) years of service for regular full-time and regular part-time
 49 employees.

50 7. ~~No Cost for HMO/HMO Plans. The HMO Plan will continue to be provided at no cost to~~
 51 ~~regular full-time employees and to regular part-time employees with three (3) years of service.~~
 52 ~~However, effective January 1, 2017, and thereafter, the Hospital will charge regular full-time~~
 53 ~~employees with less than three (3) years of service half of the then current rate applicable to part-~~
 54 ~~time employees with less than three (3) years of service. Costs for coverage under the HMO plan~~
 55 ~~will be as set forth above until January 1, 20202021. Through December 31, 20192020, the~~
 56 ~~Hospital's HMO option shall continue to be provided to employees currently enrolled in those~~
 57 ~~plans at no cost to full-time Bargaining Unit Members with three (3) consecutive years of service~~
 58 ~~and to part-time Bargaining Unit Members with three (3) consecutive years of service in a full-~~
 59 ~~time or part-time position. On January 1, 20202021, such cost shall be 50% of the Bargaining~~
 60 ~~Unit Member Cost Per Pay Period for part-time Bargaining Unit Members with less than three (3)~~
 61 ~~consecutive years of service.~~

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

66 **B. Dental Insurance**

67
 68 1. Dental Plans Offered. The Hospitals will continue to offer the Delta Dental Premier Plan,
 69 the MetLife Preferred Dentist Program (PDP), and the Cigna Dental Maintenance Plan (DMO) (or
 70 an equivalent plan) to each regular full-time and regular part-time employee through the term of
 71 this agreement. No changes shall be made in the coverage under the MetLife Dental Preferred
 72 ~~Dentist Program or the Delta Dental Premier plan, except by mutual agreement of the parties or as~~
 73 ~~imposed by the Plan Provider. However, the Hospital shall have the right to replace the Delta~~
 74 ~~Dental Premier plan with an actuarially equivalent plan at any time during this Agreement's term~~
 75 ~~without any further obligation to bargain over the decision, or its impact, with that replacement~~
 76 ~~plan having an annual maximum benefit of at least \$1,500.~~

77 2. Costs. The cost of such coverages will be as set forth below until January 1, 20172021
 78 [chart below to be updated with current rates].

79

Dental Option Name	TPA	FT/PT	LoS	2016 P1 Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
MetLife PPO	MetLife	F		\$3.02	\$7.92	\$11.08	\$15.37

MetLife PPO	MetLife	P		\$7.63	\$16.18	\$22.67	\$29.32
Cigna Dental Care DMO	Cigna	F		\$—	\$—	\$—	\$—
Cigna Dental Care DMO	Cigna	P	<3 years	\$5.95	\$12.19	\$17.34	\$20.74
Cigna Dental Care DMO	Cigna	P	>3 years	\$—	\$—	\$—	\$—
Delta Dental - CA DPO	Delta Dental	F		\$3.94	\$8.91	\$12.65	\$16.19
Delta Dental - CA DPO	Delta Dental	P		\$10.04	\$26.06	\$36.79	\$40.86

80

81 3. Changes in Costs. Effective January 1, ~~2017~~2021, and thereafter through the term of this
82 Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums
83 or premium equivalents) for coverage under the Dental Plans (Met Life PDP and the Delta Premier
84 Plan) and of the costs (based on premiums or premium equivalents) of the Cigna DMO (or
85 equivalent) for ~~regular full-time and~~ regular part-time employees with less than three (3) years of
86 service.

87 4. ~~No Cost for Cigna-DMO Plan. Through December 31, 2020, The the~~ Cigna DMO Plan (or
88 an equivalent plan) will continue to be provided at no cost to regular full-time employees with
89 three (3) years of service and to regular part-time employees with three (3) years of service.
90 However, effective January 1, ~~2017~~2021, and thereafter, the Hospital will charge regular full-time
91 employees and regular part-time employees with ~~less than three (3) years of service~~ half of the
92 then current rate applicable to part-time employees with less than three (3) years of service.

93 **C. Vision**

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

97

98 2. Costs. The costs of coverages under the Vision Service Plan will be as set forth
99 below until January 1, ~~2017~~2021 [chart below to be updated with current rates].

100

Vision Option Name	TPA	FT/PT	LoS	2016 Bi-Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
VSP Vision	VSP	F		\$—	\$—	\$—	\$—
VSP Vision	VSP	P	<3 years	\$3.49	\$7.63	\$7.63	\$7.63
VSP Vision	VSP	P	>3 years	\$—	\$—	\$—	\$—

101

102 3. Changes in Costs. ~~Effective January 1, 2017, and thereafter through~~Through the
103 term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based
104 on premiums or premium equivalents) for coverage under the Vision ~~Care Service~~ Plan (or

105 equivalent) for ~~regular full-time and regular part-time employees with less than three (3) years of~~
106 service.

107
108 4. ~~No-Cost-for-Vision-Care-Service-Plan. Through December 31, 2020, the~~ The Vision
109 Care Plan (or an equivalent plan) will continue to be provided at no cost to regular full-time
110 employees with three (3) years of service and to regular part-time employees with three (3) years
111 of service. However, effective January 1, ~~2017~~2021, and thereafter, the Hospital will charge
112 regular full-time employees and regular part time employees with ~~less than three (3) years of~~
113 service half of the then current rate applicable to part-time employees with less than three (3) years
114 of service.

115
116 5. The Hospital may, in its discretion, offer any other vision plans. If such plans are
117 offered, there shall be no duty to bargain over any aspect of the plans, including plan
118 administration, changes in such plans, or elimination of such plans.

119 **Section 2. Long Term Disability Plan**

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

127 **Section 3. CorePlus Benefits**

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

134 **Section 4. Health Care and Day Care Spending Accounts**

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

2019 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal July 17, 2019

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

ARTICLE 29
TERM OF AGREEMENT

This Agreement shall be effective, except where otherwise specified, as of ~~July 1, 2016~~ [DATE OF RATIFICATION] and shall remain in effect until July 1, ~~2019~~ 2022, 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

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2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal July 31, 2019

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

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Side Letter re: Implementation of Common Step

The Parties agree that the Hospital may move to a single common anniversary date for step movement, provided that no Bargaining Unit Employee will lose money during the transition period. No less than thirty days prior to implementation, the Hospital agrees to provide the Union with its plan and to meet with the Union to discuss any questions or issues it may have.

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2019 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 22, 2020, Session 1

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

APPX. I, ARTICLE 2
COMPENSATION

Section 1. Wages

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

STEP	1	2	3	4	5	6	7	8
CLS I	\$45.48	\$47.84	\$50.12	\$52.76	\$55.79	n/a	n/a	n/a
CLS II	\$50.63	\$53.11	\$55.73	\$58.63	\$61.52	\$62.45	\$63.39	\$65.28

A. The scale rates above will be increased by 3.25%, in addition to a 1.25% realignment, retroactive to the first full pay period following ~~May 1, 2016~~ July 1, 2019:

STEP	1	2	3	4	5	6	7	8
CLS I	\$47.53	\$49.99	\$52.38	\$55.13	\$58.30	n/a	n/a	n/a
CLS II	\$52.91	\$55.50	\$58.24	\$61.27	\$64.29	\$65.26	\$66.24	\$68.22

B. No later than the first full pay period following ~~May 1, 2017~~ July 1, 2020, the scale rates will be increased by 3.0%:

STEP	1	2	3	4	5	6	7	8
CLS I	\$48.95	\$51.49	\$53.95	\$56.79	\$60.05	n/a	n/a	n/a
CLS II	\$54.50	\$57.16	\$59.98	\$63.11	\$66.22	\$67.22	\$68.23	\$70.26

C. No later than the first full pay period following ~~May 1, 2018~~ July 1, 2021, the scale rates will be increased by 2.5%:

Handwritten notes: HFW, TA, 1/22/20

STEP	1	2	3	4	5	6	7	8
CLS I	\$50.18	\$52.78	\$55.30	\$58.21	\$61.55	n/a	n/a	n/a
CLS II	\$55.86	\$58.59	\$61.48	\$64.68	\$67.87	\$68.90	\$69.94	\$72.02

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Section 2. Step Increases

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~~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 be set forth per Side Letter re: Implementation of Common Step with holding steps at Steps 5, 6 and 7. Bargaining unit members shall advance to Step 6 on the common step date following either seventy-two (72) months at Step 5 or ten (10) years of completed continuous service in the relevant bargaining unit ("YOS") (whichever occurs first), Step 7 on the common step date following either sixty (60) months at Step 6 or fifteen (15) YOS (whichever occurs first), and Step 8 on the common step date following either sixty (60) months at Step 7 or twenty (20) YOS (whichever occurs first). 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.~~

A CLS I who, after at least one (1) 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 (1) year.

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 22, 2020, Session 1

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

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APPX. I, ARTICLE 4
Definitions

Sections 1 – 4: Current contract language.

~~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: Current contract language.

Section 8 Leads/Lead/POC/LIS

The Employer may institute a Lead and/or Point of Care (POC) Testing Coordinator and/or Laboratory Information Systems (LIS) 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%)~~ six dollars (\$6.00) per hour 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~~ POC Testing Coordinator and/or LIS position that might be established. Individuals selected for the lead or ~~Point-of-Care~~ POC Testing Coordinator or LIS position shall be placed in probationary status for the first ninety (90) days

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31 after beginning work as a Lead or ~~Point of Care~~POC Testing Coordinator or LIS, and decisions
32 regarding the selection of individuals to serve as leads or ~~Point of Care~~POC Testing Coordinator
33 or LIS shall not be subject to the grievance and arbitration provision of this Agreement.
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2019 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal January 22, 2020

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

**APPX. II, ARTICLE 1
CLASSIFICATIONS & SPECIAL RATES**

~~Section 1. Classification and Special Rates~~

~~The Hospital agrees to eliminate the current \$1.50/hour differential in the CT Technologists, Special Procedures Technologists, and MRI Technologists classifications, and establish a new grade, Grade 104. Grade 104 will be \$1.50 higher at each step than Grade 103. Only those employees classified as CT Technologists, Special Procedures Technologists, and MRI Technologists will be placed in Grade 104.~~

Sections 2 – 3: Current contract language.

Section 4. 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. ~~must apply in writing, must notify his/her supervisor that s/he would like to promote (which must be confirmed in writing)~~ 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.

Sections 5: Current contract language.

Section 6. Cardiac Ultrasonographer/Echo, Vascular, CV Radiological, IR/Neuro, and Ultrasound Technologists (Grades 201-203)

Each Hospital will establish the classification(s) of Cardiac Ultrasonographer/Echo Tech, Vasular Tech, CV Radiological Tech, IR/Neuro 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.

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32 B. Cardiac Ultrasonographer/Echo Tech II, Vascular Tech, IR/Neuro Tech CV Rad Tech, and
33 Ultrasound Tech (Grade 202). A Cardiac Ultrasonographer/Echo Tech who is RDCS registered and all
34 other non-Senior Vascular, IR/Neuro, CV Rad, and Ultrasound Techs.
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36 C. Cardiac Ultrasonographer / Echo Tech III, Senior Vascular Tech, Senior IR/Neuro Tech, Senior CV
37 Rad Tech, and Senior Ultrasound Tech (Grade 203). To be eligible, a Cardiac Ultrasonographer/Echo II,
38 Vascular, IR/Neuro CV or Ultrasound Technologist must have at least one year at Step 6 Grade 202 on
39 his/her next anniversary date, must notify his/her supervisor that s/he would like to promote (which must
40 be confirmed in writing), ~~must apply in writing,~~ and have an annual performance evaluation that
41 demonstrates clinical expertise, technical skill and judgment, supervisory duties, and the capacity and
42 willingness to be in charge of a shift. Good cause will be noted for an unacceptable evaluation.

43 **Sections 7 – 13: Current contract language.**

2019 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal January 22, 2020 Session 3

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

**APPX. II, ARTICLE 2
COMPENSATION**

Section 1. Wages

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

Step		0*	1	2	3	4	5	6	7	8	9
101	FT/PT		\$46.40	\$47.64							
	PRN		\$53.37	\$54.80							
102	FT/PT		\$49.20	\$50.51	\$51.78	\$52.98	\$54.62				
	PRN		\$56.58	\$58.08	\$59.56	\$60.93	\$62.82				
103	FT/PT		\$51.32	\$52.66	\$54.06	\$55.59	\$58.21	\$60.82	\$62.14	\$63.45	\$65.35
	PRN		\$59.02	\$60.57	\$62.17	\$63.93	\$66.94	\$69.96			
104	FT/PT		\$52.82	\$54.16	\$55.56	\$57.09	\$59.71	\$62.32	\$63.64	\$64.95	\$66.85
	PRN		\$60.52	\$62.07	\$63.67	\$65.43	\$68.44	\$71.46			
201	FT/PT		\$45.44	\$46.71	\$47.98	\$49.31	\$50.67	\$52.05			
	PRN		\$52.26	\$53.72	\$55.19	\$56.71	\$58.27	\$59.85			
202	FT/PT	\$52.71	\$55.34	\$57.29	\$59.29	\$61.36	\$63.53	\$65.72			
	PRN	\$60.61	\$63.65	\$65.87	\$68.18	\$70.55	\$73.06	\$75.57			
203	FT/PT		\$56.16	\$58.12	\$60.16	\$62.27	\$64.43	\$66.71	\$67.88	\$69.03	\$71.10
	PRN		\$64.60	\$66.84	\$69.19	\$71.60	\$74.11	\$76.71			
303	FT/PT		\$59.04	\$61.11	\$63.26	\$65.48	\$67.76	\$70.12	\$71.37	\$72.57	\$74.75
	PRN		\$67.89	\$70.28	\$72.74	\$75.31	\$77.91	\$80.64			

* Step 0 applicable only to Vascular, Ultrasound/Sonographer and CV Rad Techs

Radiology Grade Key

101 Rad Tech I

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- 14 102 Rad Tech II
- 15 103 Rad Tech III, Mammographer
- 16 104 CT Technologists, Special Procedures Technologists, MRI Technologists
- 17 201 Echo I, Cardiac Ultrasonographer I
- 18 202 Echo II, Vascular Tech, Ultrasound/Sonographer, IR/Neuro Tech, CV Rad Tech, Cardiac
- 19 Ultrasonographer II
- 20 203 Echo III, Senior Vascular Tech, Senior Ultrasound/Sonographer, Senior IR/Neuro Tech,
- 21 Senior CV Rad Tech, Cardiac Ultrasonographer III
- 22 303 Nuclear Med Tech

25 A. The scale rates above will be increased by 3.25%, in addition to a 1.25% realignment for
 26 Grade 104 only, retroactive to the first full pay period following ~~June 1, 2016~~ July 1, 2019:

Step		0*	1	2	3	4	5	6	7	8	9
101	FT/PT		\$47.91	\$49.19							
	PRN		\$55.10	\$56.58							
102	FT/PT		\$50.80	\$52.15	\$53.46	\$54.70	\$56.40				
	PRN		\$58.42	\$59.97	\$61.50	\$62.91	\$64.86				
103	FT/PT		\$52.99	\$54.37	\$55.82	\$57.40	\$60.10	\$62.80	\$64.16	\$65.51	\$67.47
	PRN		\$60.94	\$62.54	\$64.19	\$66.01	\$69.12	\$72.23			
104	FT/PT		\$55.20	\$56.60	\$58.06	\$59.66	\$62.40	\$65.12	\$66.50	\$67.87	\$69.86
	PRN		\$63.24	\$64.86	\$66.54	\$68.37	\$71.52	\$74.68			
201	FT/PT		\$46.92	\$48.23	\$49.54	\$50.91	\$52.32	\$53.74			
	PRN		\$53.96	\$55.47	\$56.98	\$58.55	\$60.16	\$61.80			
202	FT/PT	\$54.42	\$57.14	\$59.15	\$61.22	\$63.35	\$65.59	\$67.86			
	PRN	\$62.58	\$65.72	\$68.01	\$70.40	\$72.84	\$75.43	\$78.03			
203	FT/PT		\$57.99	\$60.01	\$62.12	\$64.29	\$66.52	\$68.88	\$70.09	\$71.27	\$73.41
	PRN		\$66.70	\$69.01	\$71.44	\$73.93	\$76.52	\$79.20			
303	FT/PT		\$60.96	\$63.10	\$65.32	\$67.61	\$69.96	\$72.40	\$73.69	\$74.93	\$77.18
	PRN		\$70.10	\$72.56	\$75.10	\$77.76	\$80.44	\$83.26			

28 * Step 0 applicable only to Vascular, Ultrasound/Sonographer, IR/Neuro and CV Rad Techs

31 B. No later than the first full pay period following ~~June 1, 2017~~ July 1, 2020, the scale rates
 32 will be increased by 3.0%:

Step		0*	1	2	3	4	5	6	7	8	9
101	FT/PT		\$49.35	\$50.66							
	PRN		\$56.76	\$58.28							
102	FT/PT		\$52.32	\$53.72	\$55.07	\$56.34	\$58.09				
	PRN		\$60.17	\$61.77	\$63.34	\$64.80	\$66.81				
103	FT/PT		\$54.58	\$56.00	\$57.49	\$59.12	\$61.90	\$64.68	\$66.08	\$67.48	\$69.50
	PRN		\$62.77	\$64.41	\$66.12	\$67.99	\$71.19	\$74.40			

Step		0*	1	2	3	4	5	6	7	8	9
104	FT/PT		\$56.85	\$58.30	\$59.80	\$61.45	\$64.27	\$67.08	\$68.50	\$69.91	\$71.95
	PRN		\$65.14	\$66.81	\$68.53	\$70.43	\$73.67	\$76.92			
201	FT/PT		\$48.32	\$49.67	\$51.03	\$52.44	\$53.89	\$55.35			
	PRN		\$55.58	\$57.13	\$58.69	\$60.31	\$61.97	\$63.65			
202	FT/PT	\$56.06	\$58.85	\$60.93	\$63.05	\$65.25	\$67.56	\$69.89			
	PRN	\$64.46	\$67.69	\$70.05	\$72.51	\$75.03	\$77.70	\$80.37			
203	FT/PT		\$59.72	\$61.81	\$63.98	\$66.22	\$68.52	\$70.94	\$72.19	\$73.41	\$75.61
	PRN		\$68.70	\$71.08	\$73.58	\$76.14	\$78.81	\$81.58			
303	FT/PT		\$62.79	\$64.99	\$67.28	\$69.64	\$72.06	\$74.57	\$75.90	\$77.18	\$79.49
	PRN		\$72.20	\$74.74	\$77.36	\$80.28	\$82.86	\$85.76			

* Step 0 applicable only to Vascular, Ultrasound/Sonographer, IR/Neuro and CV Rad Techs

C. No later than the first full pay period following ~~June 1, 2018~~ July 1, 2021, the scale rates will be increased by 2.5%:

Step		0*	1	2	3	4	5	6	7	8	9
101	FT/PT		\$50.58	\$51.93							
	PRN		\$58.18	\$59.74							
102	FT/PT		\$53.63	\$55.06	\$56.44	\$57.75	\$59.54				
	PRN		\$61.68	\$63.31	\$64.92	\$66.42	\$68.48				
103	FT/PT		\$55.94	\$57.40	\$58.93	\$60.60	\$63.45	\$66.30	\$67.74	\$69.16	\$71.24
	PRN		\$64.34	\$66.03	\$67.77	\$69.69	\$72.97	\$76.26			
104	FT/PT		\$58.27	\$59.75	\$61.30	\$62.99	\$65.88	\$68.76	\$70.21	\$71.66	\$73.75
	PRN		\$66.77	\$68.48	\$70.24	\$72.19	\$75.51	\$78.84			
201	FT/PT		\$49.53	\$50.92	\$52.30	\$53.75	\$55.23	\$56.74			
	PRN		\$56.97	\$58.56	\$60.16	\$61.82	\$63.52	\$65.24			
202	FT/PT	\$57.46	\$60.32	\$62.45	\$64.63	\$66.89	\$69.25	\$71.64			
	PRN	\$66.07	\$69.38	\$71.80	\$74.32	\$76.90	\$79.64	\$82.38			
203	FT/PT		\$61.22	\$63.35	\$65.58	\$67.88	\$70.23	\$72.72	\$73.99	\$75.25	\$77.50
	PRN		\$70.42	\$72.86	\$75.42	\$78.05	\$80.78	\$83.62			
303	FT/PT		\$64.36	\$66.61	\$68.96	\$71.38	\$73.86	\$76.44	\$77.80	\$79.11	\$81.48
	PRN		\$74.00	\$76.61	\$79.29	\$82.29	\$84.93	\$87.90			

* Step 0 applicable only to Vascular, Ultrasound/Sonographer, IR/Neuro 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~~

48 regular full-time and part-time bargaining unit employees shall normally be based upon each
49 ~~twelve (12) calendar months~~ be set forth per Side Letter re: Implementation of Common Step with
50 holding steps at Steps 6, 7, and 8. Bargaining unit members shall advance to Step 7 on the common
51 step date following either sixty (60) months at Step 6 or ten (10) years of completed continuous
52 service in the relevant bargaining unit ("YOS") (whichever occurs first), Step 8 on the common
53 step date following either sixty (60) months at Step 7 or fifteen (15) YOS (whichever occurs first),
54 and Step 9 on the common step date following either sixty (60) months at Step 8 or twenty (20)
55 YOS (whichever occurs first). The anniversary date of employment as a bargaining unit employee
56 (and in the relevant bargaining unit) or the date of the last step increase shall determine the twelve
57 (12) month period. Step Increases for per diem employees shall occur in the same manner as FT
58 and PT bargaining unit employees provided the PRN employee has worked one thousand (1,000)
59 hours during the prior twelve (12) month period. A PRN will be given three (3) years to
60 accumulate their one thousand (1,000) hours towards a step increase, but after three (3) years
61 without accumulating the requisite hours, the PRN must begin a new accumulation (i.e. prior hours
62 no longer count).

63
64

2019 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal January 22, 2020 Session 2

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

**APPX. III, ARTICLE 4
COMPENSATION**

Section 1. Wages

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

STEP	1	2	3	4	5	6	7	8	9
RTT				\$40.42	\$42.28	\$43.85	\$44.82	\$45.78	\$47.17
RTTP				\$48.51	\$40.74	\$52.63			
RTI	\$41.83	\$43.33	\$44.94	\$46.69	\$48.85	\$50.62	\$51.76	\$52.87	\$54.46
RTIP	\$50.19	\$52.00	\$53.94	\$56.03	\$58.61	\$60.75			
RTII			\$47.16	\$49.00	\$51.25	\$53.14	\$54.32	\$55.47	\$57.14
RTIIP			\$56.59	\$58.80	\$61.50	\$63.77			
RTIII			\$49.52	\$51.45	\$53.81	\$55.82	\$57.05	\$58.26	\$60.01
RTIIP			\$59.43	\$61.74	\$64.56	\$66.98			
RTIV				\$54.01	\$56.48	\$58.58	\$59.88	\$61.16	\$62.99
RTIVP				\$64.82	\$67.77	\$70.30			

A. The scale rates above will be increased by 3.25% in addition to a 1.25% realignment retroactive to the first full pay period following December 1, ~~2016~~2019:

STEP	1	2	3	4	5	6	7	8	9
RTT				\$42.24	\$44.18	\$45.82	\$46.84	\$47.84	\$49.29
RTTP				\$50.69	\$42.57	\$55.00			
RTI	\$43.71	\$45.28	\$46.96	\$48.79	\$51.05	\$52.90	\$54.09	\$55.25	\$56.91
RTIP	\$52.45	\$54.34	\$56.37	\$58.55	\$61.25	\$63.48			
RTII			\$49.28	\$51.21	\$53.56	\$55.53	\$56.76	\$57.97	\$59.71

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RTIIP	\$59.14	\$61.45	\$64.27	\$66.64					
RTIII	\$51.75	\$53.77	\$56.23	\$58.33	\$59.62	\$60.88	\$62.71		
RTIIP	\$62.10	\$64.52	\$67.47	\$69.99					
RTIV		\$56.44	\$59.02	\$61.22	\$62.57	\$63.91	\$65.82		
RTIVP		\$67.74	\$70.82	\$73.46					

12
 13 B. No later than the first full pay period following December 1, ~~2017~~2020, the scale rates will
 14 be increased by 3.0%:
 15

STEP	1	2	3	4	5	6	7	8	9
RTT				\$43.51	\$45.51	\$47.20	\$48.24	\$49.28	\$50.77
RTTP				\$52.21	\$43.85	\$56.65			
RTI	\$45.02	\$46.64	\$48.37	\$50.25	\$52.58	\$54.48	\$55.71	\$56.91	\$58.62
RTIP	\$54.02	\$55.97	\$58.06	\$60.31	\$63.08	\$65.39			
RTII			\$50.76	\$52.74	\$55.16	\$57.20	\$58.47	\$59.71	\$61.50
RTIIP			\$60.91	\$63.29	\$66.20	\$68.64			
RTIII			\$53.30	\$55.38	\$57.92	\$60.08	\$61.41	\$62.71	\$64.59
RTIIP			\$63.97	\$66.45	\$69.49	\$72.09			
RTIV				\$58.13	\$60.79	\$63.05	\$64.45	\$65.83	\$67.80
RTIVP				\$69.77	\$72.94	\$75.67			

16
 17 C. No later than the first full pay period following December 1, ~~2018~~2021, the scale rates will
 18 be increased by 2.5%:
 19

STEP	1	2	3	4	5	6	7	8	9
RTT				\$44.59	\$46.65	\$48.38	\$49.45	\$50.51	\$52.04
RTTP				\$53.52	\$44.95	\$58.06			
RTI	\$46.15	\$47.80	\$49.58	\$51.51	\$53.89	\$55.85	\$57.10	\$58.33	\$60.08
RTIP	\$55.37	\$57.37	\$59.51	\$61.82	\$64.66	\$67.02			
RTII			\$52.03	\$54.06	\$56.54	\$58.63	\$59.93	\$61.20	\$63.04
RTIIP			\$62.43	\$64.87	\$67.85	\$70.35			
RTIII			\$54.63	\$56.76	\$59.37	\$61.58	\$62.94	\$64.28	\$66.21
RTIIP			\$65.57	\$68.12	\$71.23	\$73.90			
RTIV				\$59.59	\$62.31	\$64.63	\$66.06	\$67.48	\$69.49
RTIVP				\$71.51	\$74.77	\$77.56			

20
 21 **Section 2. Step Increases**

22 ~~Years of completed continuous service ("YOS") shall be calculated from the employee's most~~
 23 ~~recent date of hire or transfer into the relevant bargaining unit at the Hospital. Step increases for~~

24 regular full-time and part-time bargaining unit employees shall normally be based upon each
25 ~~twelve (12) calendar months be set forth per Side Letter re: Implementation of Common Step with~~
26 ~~holding steps at Steps 6, 7, and 8. Bargaining unit members shall advance to Step 7 on the common~~
27 ~~step date following either sixty (60) months at Step 6 or ten (10) years of completed continuous~~
28 ~~service in the relevant bargaining unit ("YOS") (whichever occurs first). Step 8 on the common~~
29 ~~step date following either sixty (60) months at Step 7 or fifteen (15) YOS (whichever occurs first).~~
30 ~~and Step 9 on the common step date following either sixty (60) months at Step 8 or twenty (20)~~
31 ~~YOS (whichever occurs first). The anniversary date of employment as a bargaining unit employee~~
32 ~~(and in the relevant bargaining unit) or the date of the last step increase shall determine the twelve~~
33 ~~(12) month period. Step Increases for per diem employees shall occur in the same manner as FT~~
34 and PT bargaining unit employees provided the PRN employee has worked one thousand (1,000)
35 hours during the prior twelve (12) month period. A PRN will be given three (3) years to
36 accumulate their one thousand (1,000) hours towards a step increase, but after three (3) years
37 without accumulating the requisite hours, the PRN must begin a new accumulation (i.e. prior hours
38 no longer count).
39

2019 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 22, 2020, Session 1

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

APPX. IV, ARTICLE 2
COMPENSATION AND BENEFITS

Section 1. Wages

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

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

A. Effective the first full pay period following ratification, the scale rates will be as follows:

[INSERT SCALE]

B. No later than the first full pay period following July 1, 2020, the scale rates will be increased by 3.00%:

[INSERT SCALE]

C. No later than the first full pay period following July 1, 2021, the scale rates will be increased by 2.50%:

[INSERT SCALE]

Section 2. Health Insurance/Dental/Vision Plan Step Increases

~~The following provision replaces Article 10, Section 1 of the Agreement.] The Hospital shall continue to make the Hospital's Health Insurance Plans (HMO Plan, HCA PPO Plans, and the Essential Plan (only available to certain PRNs and temporary employees)), Dental Plans (Delta Dental Premier Plan, MetLife Preferred Dentist Program (PDP), and Cigna Dental Maintenance~~

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33 ~~Plan (DMO)), and Vision Plan (Vision Service Plan)) available through payroll deduction for~~
34 ~~eligible full time and part time employees, on the same basis that these plans are offered to non-~~
35 ~~bargaining unit employees, according to the terms of the plans. There shall be no obligation to~~
36 ~~bargain over changes in the plans or over issues relating to administration of these plans, and the~~
37 ~~plans and their elements shall not be subject to the grievance and arbitration procedures of this~~
38 ~~Agreement.~~

39
40 Step increases for regular full-time and part-time bargaining unit employees shall be set forth per
41 Side Letter re: Implementation of Common Step. Step Increases for per diem employees shall
42 occur in the same manner as FT and PT bargaining unit employees provided the PRN employee
43 has worked one thousand (1,000) hours during the prior twelve (12) month period. A PRN will be
44 given three (3) years to accumulate their one thousand (1,000) hours towards a step increase, but
45 after three (3) years without accumulating the requisite hours, the PRN must begin a new
46 accumulation (i.e. prior hours no longer count).

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2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 22, 2020 [TA VERSION]

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

APPX. IV, ARTICLE 3 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.

Section 1. Speech Language Pathologist I.

Entry level position for new graduates. The Speech Pathologist I develops and implements comprehensive rehabilitation programs that enable patients to achieve maximum outcomes including functional abilities and quality of life following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary teams for coordinated patient care. Participates actively in departmental activities such as programs, projects, and performance improvement. Offers input on departmental and rehabilitation services planning, development, policies, and procedures. May precept students. California SP License, BLS and application for CCC granted or in process.

Section 2. Speech Language Pathologist II.

The Speech Pathologist II develops and implements comprehensive rehabilitation programs that enable patients to achieve maximum outcomes including functional abilities and quality of life

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29 following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
30 teams for coordinated patient care. Coordinates or facilitates and participates in departmental and
31 rehab services activities such as programs, projects, and performance improvement. Participates
32 actively in departmental development and offers input on departmental and rehabilitation services
33 planning, development, policies, and procedures. Precepts Speech Pathology students and Clinical
34 Fellows. California SP License and CCC, BLS. Has at least one year of clinical experience in the
35 field.

36
37 **Section 3. Speech Language Pathologist III.**

38 The Speech Pathologist III develops and implements comprehensive rehabilitation programs that
39 enable patients to achieve maximum outcomes including functional abilities and quality of life
40 following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
41 teams for coordinated patient care. Coordinates, develops, and participates actively in multiple
42 departmental activities such as programs, projects, student program, and performance
43 improvement. Serves as Lead Therapist in absence of the Lead Therapist. Coordinates, facilitates,
44 and implements departmental and rehabilitation services planning, development, policies, and
45 procedures. Precepts students and Clinical Fellows and mentors staff in clinical instruction of
46 students and Clinical Fellows. California SP License and CCC, BLS. Has at least five years of
47 clinical experience in the field.

48
49 Section 4. Speech Language Pathologist IV.

50 High level position for experienced Speech Language Pathologist with expertise in at least one
51 area of practice. The Clinical Specialist acts as a consultant to staff members for the management
52 of patients and is a resource for on-going professional development of staff in his/her specialty
53 area. The Specialist assists the Lead in assessing staff competencies, clinical problem solving,
54 education and training needs. Provides direct patient care, especially for patients with complex
55 problems related to his/her specialty. Develops and implements comprehensive rehabilitation
56 programs that enable patients to achieve maximum outcomes following disease or injury and for
57 injury prevention/wellness. Interacts with multidisciplinary teams for coordinated patient care.
58 Facilitates and coordinates departmental and hospital activities such as programs, projects, and
59 performance improvement. Participates in and coordinates rehabilitation services planning,
60 development, policies, and procedures. Precepts students and mentors staff in clinical instruction
61 of students. California SP License and CCC, BLS. Has at least five years of clinical experience in
62 the field.

63
64 ~~Section 4.~~ **Section 5. Physical Therapist I.**

65 Entry level position for new graduates and foreign-trained license applicants. The Physical
66 Therapist I develops and implements comprehensive rehabilitation programs that enable patients
67 to achieve maximum outcomes including functional abilities and quality of life following disease
68 or injury and for injury prevention/wellness. Interacts with multidisciplinary teams for coordinated
69 patient care. Participates actively in departmental activities such as programs, projects, and
70 performance improvement. Offers input on departmental and rehabilitation services planning,

71 development, policies, and procedures. May precept part time students. California PT License or
72 License Applicant, BLS.

73
74 ~~Section 5.~~Section 6. **Physical Therapist II**

75 The Physical Therapist II develops and implements comprehensive rehabilitation programs that
76 enable patients to achieve maximum outcomes including functional abilities and quality of life
77 following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
78 teams for coordinated patient care. Coordinates or facilitates and participates in departmental and
79 rehab services activities such as programs, projects, and performance improvement. Participates
80 actively in departmental development and offers input on departmental and rehabilitation services
81 planning, development, policies, and procedures. Precepts Physical Therapy student. California
82 PT License or License Applicant, and BLS. Has at least one year of clinical experience in the
83 field.

84
85 ~~Section 6.~~Section 7. **Physical Therapist III.**

86 The Physical Therapist III develops and implements comprehensive rehabilitation programs that
87 enable patients to achieve maximum outcomes including functional abilities and quality of life
88 following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
89 teams for coordinated patient care. Coordinates, develops, and participates actively in multiple
90 departmental activities such as programs, projects, student program, and performance
91 improvement. Serves as Lead Therapist in absence of the Physical Therapy Lead. Coordinates,
92 facilitates, and implements departmental and rehabilitation services planning, development,
93 policies, and procedures. Precepts students and mentors staff in clinical instruction of students.
94 California PT License or License Applicant, and BLS. Has at least five years of clinical experience
95 in the field.

96
97 ~~Section 7.~~Section 8. **Physical Therapist IV – Clinical Specialist.**

98 High level position for experienced Physical Therapist with expertise in at least one area of
99 practice. The Clinical Specialist acts as a consultant to staff members for the management of
100 patients and is a resource for on-going professional development of staff in his/her specialty area.
101 The Specialist assists the Lead in assessing staff competencies, clinical problem solving, education
102 and training needs. Provides direct patient care, especially for patients with complex problems
103 related to his/her specialty. Develops and implements comprehensive rehabilitation programs that
104 enable patients to achieve maximum outcomes following disease or injury and for injury
105 prevention/wellness. Interacts with multidisciplinary teams for coordinated patient care. Facilitates
106 and coordinates departmental and hospital activities such as programs, projects, and performance
107 improvement. Participates in and coordinates rehabilitation services planning, development,
108 policies, and procedures. Precepts students and mentors staff in clinical instruction of students.
109 California PT License or License Applicant, BLS. Has at least five years of clinical experience in
110 the field.

112 ~~Section 8.~~**Section 9. Physical Therapy Assistant I.**

113 The Physical Therapist Assistant I assists the Physical Therapist by effectively and safely
114 performing, documenting, and providing feedback on portions of comprehensive physical therapy
115 programs that enable patients to achieve maximum outcomes including functional abilities and
116 quality of life following disease or injury and for injury prevention/wellness. Interacts with
117 multidisciplinary teams for coordinated patient care. Participates actively in departmental activities
118 such as programs, projects, and performance improvement. Offers input on departmental and
119 rehabilitation services planning, development, policies, and procedures. May precept students.
120 California PTA License or License Applicant, BLS.

121

122 ~~Section 9.~~**Section 10. Physical Therapy Assistant II.**

123 The Physical Therapist Assistant II assists the Physical Therapist by effectively and safely
124 performing, documenting, and providing feedback on portions of comprehensive physical therapy
125 programs that enable patients to achieve maximum outcomes including functional abilities and
126 quality of life following disease or injury and for injury prevention/wellness. Interacts with
127 multidisciplinary teams for coordinated patient care. Participates actively in departmental activities
128 such as programs, projects, and performance improvement. Has current advanced skills in at least
129 on area of clinical practice. Works with Physical Therapists to develop and implement programs,
130 projects, and procedures. Participates in departmental and rehabilitation services planning,
131 development, policies, and procedures. Precepts students. California PTA License or License
132 Applicant, BCR. Has at least one year of clinical experience in the field.

133

134 ~~Section 10.~~**Section 11. Occupational Therapist I.**

135 Entry level position for new graduates. The Occupational Therapist I develops and implements
136 comprehensive rehabilitation programs that enable patients to achieve maximum outcomes
137 including functional abilities and quality of life following disease or injury and for injury
138 prevention/wellness. Interacts with multidisciplinary teams for coordinated patient care.
139 Participates actively in departmental activities such as programs, projects, and performance
140 improvement. Offers input on departmental and rehabilitation services planning, development,
141 policies, and procedures. May precept part time students. CA OT license; BLS.

142

143 ~~Section 11.~~**Section 12. Occupational Therapist II.**

144 The Occupational Therapist II develops and implements comprehensive rehabilitation programs
145 that enable patients to achieve maximum outcomes including functional abilities and quality of
146 life following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
147 teams for coordinated patient care. Coordinates or facilitates and participates in departmental and
148 rehab services activities such as programs, projects, and performance improvement. Participates
149 actively in departmental development and offers input on departmental and rehabilitation services
150 planning, development, policies, and procedures. Precepts Occupational Therapy students. CA
151 OT license; BLS. Has at least one year of clinical experience in the field.

152

153 ~~Section 12.~~ Section 13. **Occupational Therapist III.**

154 The Occupational Therapist III develops and implements comprehensive rehabilitation programs
155 that enable patients to achieve maximum outcomes including functional abilities and quality of
156 life following disease or injury and for injury prevention/wellness. Interacts with multidisciplinary
157 teams for coordinated patient care. Coordinates, develops, and participates actively in multiple
158 departmental activities such as programs, projects, student program, and performance
159 improvement. Serves as Lead Therapist in absence of the Therapy Lead. Coordinates, facilitates,
160 and implements departmental and rehabilitation services planning, development, policies, and
161 procedures. Precepts students and mentors staff in clinical instruction of students. CA OT license,
162 BLS. Has at least five years of clinical experience in the field.

163 ~~Section 13.~~ Section 14. **Occupational Therapist IV – Clinical Specialist.**

165 High level position for experienced Occupational Therapist with expertise in at least one area of
166 practice. The Clinical Specialist acts as a consultant to staff members for the management of
167 patients and is a resource for on-going professional development of staff in his/her specialty area.
168 The Specialist assists the Lead in assessing staff competencies, clinical problem solving, education
169 and training needs. Provides direct patient care, especially for patients with complex problems
170 related to his/her specialty. Develops and implements comprehensive rehabilitation programs that
171 enable patients to achieve maximum outcomes following disease or injury and for injury
172 prevention/wellness. Interacts with multidisciplinary teams for coordinated patient care. Facilitates
173 and coordinates departmental and hospital activities such as programs, projects, and performance
174 improvement. Participates in and coordinates rehabilitation services planning, development,
175 policies, and procedures. Precepts students and mentors staff in clinical instruction of students.
176 CA OT license, BLS. Has at least five years of clinical experience in the field.

177 Section 15. Review of Job Classification

178 ~~If an employee believes that he/she meets the criteria for advancement from a level I to II, II to III,~~
179 ~~or III or IV, he or she will first make written application to the Department Manager/Director for~~
180 ~~consideration for advancement. The Department Manager/Director, if he or she does not believe~~
181 ~~that the employee qualifies for advancement shall respond in writing to the employee, identifying~~
182 ~~the criteria that the employee fails to meet. If the employee wishes, he/she may request, within 7~~
183 ~~days of his/her receipt of such response, a meeting with the Director of Labor Relations, or~~
184 ~~designee. This meeting will include the employee, a representative from the Union, the Department~~
185 ~~Manager/Director, and the Director of Labor Relations, or designee, at which point the Union can~~
186 ~~present information to explain why the employee qualifies for advancement. Following the~~
187 ~~meeting, the Employer, will respond in writing, and the Hospital retains sole discretion to~~
188 ~~determine if the employee is qualified for advancement.~~

189

190

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal January 21, 2020, Session 1

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

1
2 **APPX. IV, V, and VI ARTICLE ___**
3 **Wage Scale Placement**
4

5 **Section 1.** Employees in the job classifications listed in this Appendix will be placed on the
6 scales set forth in this Appendix, based on years of experience credited by the Hospital.
7

8 Section 2. If the Union believes that the years of experience identified for a current Bargaining
9 Unit Employees is not accurate, the Union will have up to thirty (30) days following ratification
10 of this agreement to provide Human Resources with verifiable documentation supporting an
11 adjustment to the Hospital's wage step placement.

12 **Section 32. Previous Experience**

13 The Hospital may place new hires on any step of the scale, but if a new hire is granted experience
14 credit that results in pay for experience exceeding that of any incumbent Bargaining Unit
15 Employee who has like experience and at least the same status, the incumbent shall be granted
16 equivalent credit for experience as the new-hire at the time of the new-hire's employment and the
17 anniversary date of the incumbent Bargaining Unit Employee shall be changed to the same date as
18 the new-hire. If the Hospital's records are incomplete with respect to tenure credit, the burden of
19 proof of all tenure credit shall rest with the Bargaining Unit Employee. The Hospital's
20 determination of the amount of experience credit (if any) to grant a new hire for purposes of
21 placement, or for which to credit an incumbent for purposes of administration of this article, shall
22 not be a subject for grievance.

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1/22/20

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal January 22, 2020, Session 1

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

**APPX. V & VI, ARTICLE 2
Compensation**

Section 1. Wages

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

A. Effective the first full pay period following ratification, the scale rates will be as follows:

[INSERT SCALE]

B. No later than the first full pay period following July 1, 2020, the scale rates will be increased by 3.00%:

[INSERT SCALE]

C. No later than the first full pay period following July 1, 2021, the scale rates will be increased by 2.50%:

[INSERT SCALE]

Section 2. Step Increases

Step increases for regular full-time and part-time bargaining unit employees shall be set forth per Side Letter re: Implementation of Common Step. 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).

VJ
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1/22/20

2019 Contract Negotiations - Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California
 January 22, 2020 - Hospital's Session 1 Proposal for Wage Scales for Appendices IV, V and VI

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1003																						
Physical Therapy/Assistant I (Per Diem)	30.78																					
Physical Therapy/Assistant II (Per Diem)	33.86																					
Physical Therapy/Assistant III (Per Diem)	31.70	32.59	33.50	34.45	35.43	36.42	37.45	38.48	39.56	40.55	40.00	40.64	41.65	42.65	43.25	43.85	44.45	45.05	45.65	46.25	46.85	
Physical Therapy/Assistant IV (Per Diem)	34.87	35.85	36.85	37.90	38.98	40.07	41.20	42.33	43.57	44.59	44.00	44.86	45.93	46.98	47.98	48.53	49.13	49.73	50.33	50.93	51.53	
Physical Therapist I (Per Diem)	44.30																					
Physical Therapist II (Per Diem)	44.27																					
Physical Therapist III (Per Diem)	45.18	46.08	47.01	47.95	48.93	49.89	50.89	51.90	52.95	54.01	55.10	56.19	57.32	58.46	59.64	60.87	62.05	63.27	64.53	65.83		
Physical Therapist IV (Per Diem)	48.02	50.69	51.70	52.74	53.80	54.87	55.98	57.09	58.25	59.41	60.61	61.82	63.05	64.31	65.59	66.90	68.25	69.61	70.98	72.41		
Physical Therapist V (Per Diem)	51.35	52.38	53.43	54.50	55.59	56.71	57.85	59.01	60.18	61.38	62.61	63.86	65.14	66.45	67.76	69.10	70.46	71.85	73.25			
Occupational Therapist I (Per Diem)	44.30																					
Occupational Therapist II (Per Diem)	48.72																					
Occupational Therapist III (Per Diem)	45.18	46.08	47.01	47.95	48.91	49.89	50.89	51.90	52.95	54.01	55.10	56.19	57.32	58.46	59.64	60.87	62.05	63.27	64.53	65.83		
Occupational Therapist IV (Per Diem)	49.69	50.68	51.70	52.74	53.80	54.87	55.98	57.09	58.25	59.41	60.61	61.82	63.05	64.31	65.59	66.90	68.25	69.61	70.98	72.41		
Occupational Therapist V (Per Diem)	53.91	55.00	56.10	57.23	58.37	59.55	60.74	61.95	63.19	64.45	65.75	67.07	68.39	69.76	71.15	72.59						
Speech Pathologist I (Per Diem)	42.50																					
Speech Pathologist II (Per Diem)	48.72																					
Speech Pathologist III (Per Diem)	45.18	46.08	47.01	47.95	48.91	49.89	50.89	51.90	52.95	54.01	55.10	56.19	57.32	58.46	59.64	60.87	62.05	63.27	64.53	65.83		
Speech Pathologist IV (Per Diem)	49.69	50.68	51.70	52.74	53.80	54.87	55.98	57.09	58.25	59.41	60.61	61.82	63.05	64.31	65.59	66.90	68.25	69.61	70.98	72.41		
Speech Pathologist V (Per Diem)	53.91	55.00	56.10	57.23	58.37	59.55	60.74	61.95	63.19	64.45	65.75	67.07	68.39	69.76	71.15	72.59						
1005																						
Appx. V Social Worker I (Per Diem)	38.86	39.76	40.66	41.57	42.48	43.39	44.29	45.20	46.10	47.01	47.92	48.82	49.73	50.64	51.54	52.45	53.45	54.45	55.45	56.45	57.45	
Appx. V Social Worker II (Per Diem)	42.74	43.74	44.73	45.73	46.74	47.72	48.72	49.72	50.71	51.71	52.71	53.71	54.71	55.70	56.69	57.69	58.69	59.69	60.69	61.69		
Appx. V Social Worker III (Per Diem)	40.80	41.76	42.70	43.65	44.61	45.55	46.51	47.46	48.41	49.35	50.31	51.26	52.21	53.16	54.11	55.07	56.07	57.07	58.07	59.07		
Appx. V Social Worker IV (Per Diem)	42.88	43.94	45.01	46.02	47.05	48.10	49.15	50.20	51.25	52.30	53.34	54.39	55.44	56.49	57.54	58.59	59.64	60.69	61.74	62.79		
1006																						
Appx. VI Dietitian	38.07	38.95	39.84	40.73	41.62	42.51	43.40	44.29	45.17	46.05	46.95	47.83	48.72	49.62	50.50	51.39	52.29	53.19	54.09	54.99	55.89	
Dietitian (Per Diem)	41.87	42.55	43.32	44.00	44.72	45.42	46.25	47.22	48.21	49.18	50.06	51.05	52.02	53.01	54.01	55.02	56.02	57.02	58.02	59.02	60.02	

* Current Bargaining Unit Employees will not see a pay/reduction during the life of the contract.

† In no event will a Bargaining Unit Employee receive less than a one percent (1%) increase per year in 2015, 2016, and 2021.

‡ In no event will a Bargaining Unit Employee receive more than a seven percent (7%) increase per year in 2019 and 2020. By 2021 all Bargaining Unit Employees will be brought up to scale.

HFV
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 1/22/20

10:35 Am
12-17-19

Employee Full Name	Lawon's Job Experience Date (YOE)	YOE After Review	YOE as of Today's Date (11/19/19)	New YOE after Review as of 11/19/19
Cronin, Andrea M	8/1/1998		21.0	
Kichula, Colleen	10/1/2006	6/2/04	13.0	15.0
Gonzales, Shannon	2/13/2016	2/13/15	3.0	4.0
Suri, Vani	3/4/2016		3.0	
Maaz, Jenan M	7/6/2014	7/7/18	5.0	1.0
Daryan, Shiva R	2/17/2015	1/6/10	4.0	9.0
Liberty, Shlomit B	3/4/2017		2.0	
Nelson, Chevonne J	12/2/1998		20.0	
Tran Quan, Diem Le	7/1/2001	08/04/03	18.0	16.0
Kottinger, Rochelle M	5/6/1985		34.0	
Caldwell, Traci	8/1/1992		27.0	
Soriano, Linda Wong	2/11/2011		8.0	
Short, Judith A	2/1/1992		27.0	
Ormonde, Michael M	4/2/2016		3.0	
De Guzman, Christopher	10/1/2013		6.0	
Dasalla, Michael J	2/10/2013	2/11/15	6.0	4.0
Petersen, Katherine	5/6/2018		1.0	
Chau, Colette	11/2/2016		3.0	
Chan, Phillis L	11/1/1989		30.0	
Missey, Amy C	11/26/2006		12.0	
Nogavich, Thomas	4/1/2003	10/17/03	16.0	16.0
Sidel, Cheryl	9/17/1998		21.0	
Tso, Kevin	9/21/2013	10/5/14	6.0	5.0
Le Piane, Andre D	5/9/2005		14.0	
Yeung, Teresa	1/1/2002		17.0	
Vu, Tuong-Linh P	6/1/2014		5.0	
Alvarado, Judith B	10/7/2002	10/6/98	17.0	21.0
Cavender, Michael H	3/1/1995		24.0	
Thompson, Jessica M	5/3/2009	10/24/05	10.0	14.0
Casem, Clarissa Anne	4/5/2011	01/25/10	8.0	9.0
Ayers, Alana R	5/1/2012		7.0	
Paine, Jennifer N	2/13/2015		4.0	
Nguyen, Audrey	4/3/2015		4.0	
Paquia, Abigail C	1/22/2016	2/13/15	3.0	4.0
Sherman, Sarah R	5/5/2017		2.0	
Pentek, Blanka	10/8/2017		2.0	
Pembrook, Anna M	4/22/2002		17.0	
Lee, Marigil Quedi	7/12/2010	7/11/09	9.0	10.0
Poon, Erinna	10/7/2016		3.0	
Bernardo*Busick), Meghan	12/2/2016	12/2/17	2.0	
Phan, Sadie	10/21/2019		0.0	

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10:35 AM
12-17-19

Dept Desc	Employee Full Name	Position Desc	Years as a SW:
Social Services	Ito, Melody	Social Worker II	14
Social Services	Dominguez, Nicole L	Social Worker II	3
Social Services	Dohse, Ronda	Social Worker II	36
Social Services	Moran, Janet	Social Worker II	45
Social Services	Gallien, Barbara	Social Worker II	27
Social Services	Irvine, Andrea	Social Worker II	14
Social Services	Shapiro, Wendy	Social Worker II	14
Social Services	Prabhu, Rachel	Social Worker II	2
Social Services	Comstock, Faustine	Social Worker II PRN	43
Social Services	Lynch, Kathleen	Social Worker II PRN	19

10:35 AM
12-17-19

Employee Name	Position Desc	Job Experience	YOE as of 12/4/19	Total Yrs Experience
Argabright, Debra	Dietitian	6/19/2006	6/19/2006	13
Singh, Ranjana	Dietitian	9/8/1998	9/8/1998	21
Taplin, Ariane	Dietitian	2/26/2018	2/26/2018	1
Ghassemian, Layla	Dietitian	11/26/2018	11/26/2018	1
Kao, Laura	Dietitian	3/11/2019	3/11/2019	0
Hans-Brar, Harramanjoyt	Dietitian	5/6/2011	5/6/2011	8
Chang, Wayne	Dietitian PRN	3/12/2016	3/13/2017	2
Farotte, Francesca A	Dietitian PRN	6/4/2016	6/4/2016	3
Moridi, Mahtab	Dietitian PRN	7/21/2017	7/21/2017	2

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2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal December 9, 2019

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

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**APPX. I, ARTICLE 11
WORK SCHEDULES**

5 **Section 1. Posting Shift Schedules**

6 The Employer agrees to post all Clinical Laboratory Scientist's regularly assigned shifts, in an
7 accessible place, in draft form, not less than twenty-~~four~~ (24) days prior to the date the shift
8 is scheduled to begin, and a final schedule not less than fourteen (14) days prior to the date the
9 shift is scheduled to begin. In the event an employee's schedule is changed due to emergency or
10 operational circumstances with less than fourteen (14) days' notice, s/he will be immediately
11 notified of the schedule change. Except as provided below, the Employer will give fourteen (14)
12 days' notice of schedule changes. Upon request to management by the CLS, s/he will be provided
13 with a copy of the schedule. Each CLS will remain responsible for reviewing the department's
14 master schedule for any subsequent changes. In the event an employee's schedule is changed due
15 to emergency or operational circumstances with less than fourteen (14) days' notice, s/he will be
16 immediately notified of the schedule change.

17
18 Except in the case of emergency or operational circumstances, any schedule change with less than
19 fourteen (14) days' notice will be with the mutual consent of the Employer and the Employee. A
20 Clinical Laboratory Scientist must arrange for satisfactory coverage if he/she desires a change in
21 the schedule after the schedule has been posted. Any change so arranged must be approved by the
22 Clinical Laboratory Scientist's immediate supervisor.

23
24 **Section 2. Shift Assignments**

25 There will be three (3) categories of shifts: AM, PM and Night. If, due to an emergency or
26 operational circumstances, it becomes necessary to change a unit member's scheduled days of
27 work or shift assignment temporarily, and if no regular bargaining unit member volunteers for the
28 shift change, the Hospital will use ~~may introduce~~ a shift rotation procedure that would be equitably
29 applied to all qualified staff beginning with the least senior qualified employee. However, if the
30 assignment would result in overtime or other premium pay, the Hospital may move to the next

31 qualified employee in the rotation and go back to the skipped person when it does not cause
32 overtime or premium pay. Absent circumstances where there are no qualified employees and/or
33 overtime or premium pay cannot be avoided, employees in the top half of the seniority list will be
34 excluded from this rotation.

35
36 If, due to emergency or operational circumstances, it becomes necessary to change a unit
37 member's scheduled days of work or shift assignment permanently, and if no regular bargaining
38 unit member volunteers for the shift change, the least senior regular unit member qualified to
39 perform the available work will be assigned.

40
41 Extra shifts and hours will be offered to full-time and part-time employees in accordance with the
42 below procedure prior to per diem employees so long as it does not result in the Hospital incurring
43 overtime or other premium pay. For up to one (1) week after the draft schedule is posted,
44 employees may sign up for any additional shifts/hours, and if doing so, will be awarded those
45 additional shifts/hours based on rotational seniority starting with the most senior.

46
47 To incentivize employees to sign up for additional shifts/hours, any employee who signs up and
48 works additional shifts/hours will move to the bottom of the rotational list used to assign
49 mandatory shifts/hours. In contrast, any employee who calls out on an assigned mandatory
50 shift/hours will move to the top of the rotational list (in addition to any other applicable attendance
51 violation).

52
53 In the event additional shifts/hours are available for a continuous six (6) month period due to either
54 (1) an employee out on a leave of absence, or (2) a vacancy, Article 23, Filling of Vacancies applies
55 to shift/hours assignments after six (6) continuous months instead of this Article.

56 57 **Section 3. Rest Periods**

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

Nick Spelman
TAS
1-21-2020
HFV
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1/21/20

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal January 8, 2020 (Session 1)

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

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**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

~~No later than the first full pay period following Ratification, a~~ differential of ~~five~~ six dollars and ~~twenty five cents (\$5.25)~~ 6.00 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.

~~No later than the first full pay period following July 1, 2017, the differential shall be increased by twenty five cents (\$.025) per hour to five dollars and fifty cents (\$5.50) per hour.~~

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.

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2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal June 20, 2019

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

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**APPX. I, ARTICLE I
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 (12) month period. A CLS I who, after at least one (1) 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 (1) year.~~

~~Section 2. Section 1. 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 (4) consecutive hours, the CLS will receive additional compensation of three dollars and twenty-five cents (\$3.25) per hour 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.

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2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

12/9/19
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Hospital proposal November 20, 2019

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

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ARTICLE [NEW]
Education Leave Pay

Leave for professional advancement and study necessary for renewal of licensure shall be earned at the rate of sixteen (16) hours per year (up to ~~eight-two (28)~~ eight (8) hours of which shall be ~~Hospital-sponsored program(s) and in which the Hospital gives the bargaining unit member the opportunity to participate~~ include Comprehensive Stroke Certification for bargaining unit employees in the Rehabilitation Department) 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 members 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 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.

Copies of credits earned or certificates shall be submitted to the Department Manager.

Bargaining Unit Members in the CLS unit assigned to Microbiology may be reimbursed for attendance at the annual UC Davis Infectious Diseases Conference or the annual conference for American Society of Microbiologists for fees/tuition up to \$500 upon providing the Hospital proof of completion.

[This proposal will replace all Education Leave Pay articles in the appendices.]

DA WIKS
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7/31/19

2019 CONTRACT NEGOTIATIONS

**Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal July 31, 2019

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

**APPX. III, ARTICLE 11
SCHEDULING**

[Add the following language.]

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 twelve (12) 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 two (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.

TA with Steiner
7-31-19 TA
HFW
7/31/19

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal July 17, 2019

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

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**APPX. VI, ARTICLE 3
Description of Duties**

The following list of duties is not intended to be an exhaustive list of all duties of Dietitians, nor is it intended to suggest that other staff do not or may not perform these functions. The job duties of Dietitians are subject to change. This Article is simply intended as a general description of what Dietitians currently do.

Section 1. Clinical Dietitian I

Under general supervision, and according to policies and procedures, the Clinical Dietitian collaborates with the physicians and other members of the healthcare team, to provide medical nutritional therapy (MNT) to patients of all ages (infants, toddlers, children, adults and geriatrics). Responsible for the complete nutritional care of all patients in assigned units, including continuously monitoring the effectiveness and outcomes of MNT interventions. The Clinical Dietitian is expected to be an active participant in patient care by attending interdisciplinary rounds, family care conferences and discharge planning meetings as requested. Responsible for effectively communicating with patients, families, physicians and staff to ensure that each patient receives optimal nutritional care. B.S. required, M.S. preferred. Active status as Registered Dietitian with the Commission on Dietetic Registration required.

Nick Steiner TA
7-31-19
HFW
7/31/19

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal July 17, 2019

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

APPX. V, ARTICLE 3 Description of Duties

The following list of duties is not intended to be an exhaustive list of all duties of Social Workers, nor is it intended to suggest that other staff do not or may not perform these functions. The job duties of Social Workers are subject to change. This Article is simply intended as a general description of what Social Workers currently do.

Section 1. Social Worker I.

Entry Level Social Workers provide emotional support, psychosocial assessment, supportive counseling, crisis intervention, and the provision of information and referrals to appropriate community resources. Completes a psychosocial assessment on any patient referred within two working days. The assessment shall include, but is not limited to assessment of the patient's lifestyle, coping, support systems and needs. Demonstrates a basic understanding of psychosocial issues related to hospitalization for patients of any and all age populations. Participates in interdisciplinary meetings and actively collaborate with treatment staff to coordinate the care of a patient. Documentation should include problem identification, plan of care needs and recommendations to meet the psychosocial needs of the patient. Updates treatment plans and coordinate with multi-disciplinary team members regularly to ensure that each patient has adequate inpatient psychosocial needs met and community resources available at the time of discharge. Assesses for coping and emotional support needs throughout the hospital process. Participates in formulating policies and procedures to facilitate maximum integration of clinical social work services with other disciplines. Demonstrates knowledge of social service policies and procedures. Provides staff with in-service education as needed. Develops relationships with community agencies and serve as liaison to coordinate continuity of care for patients. Plans and coordinates with staff of community facilities, social service agencies, health department and other community agencies and resources to meet patient's post hospitalization needs as appropriate. Masters of Social Work (MSW) degree from an accredited school of social work required. Registered with the BBS as an Associate Clinical Social Worker (ASW) working toward LCSW with maximum of 6 years allowed to complete licensure.

34 Section 2. Social Worker II.

35

36 Social Workers provide emotional support, psychosocial assessment, supportive counseling,
37 crisis intervention, and the provision of information and referrals to appropriate community
38 resources. Completes a psychosocial assessment on any patient referred within two working
39 days. The assessment shall include, but is not limited to assessment of the patient's lifestyle,
40 coping, support systems and needs. Demonstrates a basic understanding of psychosocial issues
41 related to hospitalization for patients of any and all age populations. Participates in
42 interdisciplinary meetings and actively collaborate with treatment staff to coordinate the care of a
43 patient. Documentation should include problem identification, plan of care needs and
44 recommendations to meet the psychosocial needs of the patient. Updates treatment plans and
45 coordinate with multi-disciplinary team members regularly to ensure that each patient has
46 adequate inpatient psychosocial needs met and community resources available at the time of
47 discharge. Assesses for coping and emotional support needs throughout the hospital process.
48 Participates in formulating policies and procedures to facilitate maximum integration of clinical
49 social work services with other disciplines. Demonstrates knowledge of social service policies
50 and procedures. Provides staff with in-service education as needed. Develops relationships with
51 community agencies and serve as liaison to coordinate continuity of care for patients. Plans and
52 coordinates with staff of community facilities, social service agencies, health department and
53 other community agencies and resources to meet patient's post hospitalization needs as
54 appropriate. Masters of Social Work (MSW) degree from an accredited school of social work
55 required. Licensing by the State of California (LCSW). Any bargaining unit members currently
56 employed by the hospital in currently working as a Social Worker II will be grand parented while
57 obtaining their LCSW.

58

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Nick Steinhilber TA
7-31-19 HFW
7/31/19

2019 CONTRACT NEGOTIATIONS

Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal July 18, 2019

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

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**APPX. I, 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 I 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

35 position may be placed up to and including Step 6.

36

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

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7.21.19 TA
HFW
7/31/19

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal July 17, 2019

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

APPENDICES IV, V and VI 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)~~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 Bargaining Unit Members~~ 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 the hours of work of the ~~Therapists Bargaining Unit Members~~. 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 the qualified Employee, or employees if there are multiple changes, with the least seniority within each discipline.

Current bargaining unit members, as of December 6, 2018: 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.

2019 CONTRACT NEGOTIATIONS

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7-17-19
Nick
Steinmeier

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal June 20, 2019

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

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APPX. II, ARTICLE 8
Residual Differentials

Section 1. PET Scan Differential

~~These 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. The PET Scan differential shall be \$10 per hour for all time worked in PET.~~

Section 2. Per Diem

Per Diem Technologists shall receive their current differential but not less than 15% over the base rate of pay.

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HFW
7/17/19

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6-19-19

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

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6/19/19
HFW

Hospital proposal June 19, 2019

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

SIDE LETTER - REGARDING DOMESTIC PARTNER BENEFITS

Employees participating in "domestic partner" Health, Dental and/or Vision benefits as of the date of ratification will continue to be eligible to participate, on the same basis as other covered employees, in the type of current benefit (health, dental, and/or vision) so long as they maintain continuous coverage. For all other employees and situations, the 'domestic partner' eligibility will be eliminated.

~~SIDE LETTER - REGARDING IR/NEURO TECHS AT REGIONAL~~

~~The first full pay period following ratification, IR/Neuro Techs at Regional will be placed on the CV Rad Tech Grades.~~

SIDE LETTER - REGARDING PAYMENT IN LIEU OF COVERAGE

Effective the first full pay period following ratification, the Hospital will allow only those currently participating in the Payment in Lieu of Coverage program to continue, unless the Employee elects plan coverage offered by the Hospital at which time participation in the program will cease. The program will not open for any other Employees.

SIDE LETTER - REGARDING CALL-BACK STAND BY

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

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

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

Nichols
HW
6/6/19
TA

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal June 6, 2019, Session 2

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

1

2 The Hospitals propose the following articles as a package proposal:

3 **Appendix I**

4 Article 6 – Overtime: Remove (covered by master)

5 Article 7 – Professional Practices Committee: Current contract language

6 Article 8 – Seniority, Layoff/Recall and Temporary Reductions in Staffing: Current contract
7 language

8 Article 9 – Stand-By and Call-Back: Remove (covered by master)

9 Article 10 – Vacation Accrual: Current contract language

10 **Appendix II**

11 Article 4 – Classifications: Remove (covered by master)

12 Article 5 – Joint Radiation Safety Committee – Current contract language

13 Article 6 – Overtime: Remove (covered by master)

14 Article 7 – Reduction in Staff – Current contract language

15 Article 9 – Scheduling: Current contract language (with TA of 6/5/19)

16 Article 10 – Seniority – Current contract language

17 Article 11 – Stand-By and Call-Back: Remove (covered by master)

18 Article 12 – Vacation Bidding – Current contract language

19 **Appendix III**

20 Article 1 – Call-Back and Stand-By: Remove (covered by master)


21 Article 3 – Classifications: Remove (covered by master)

22 Article 5 – Description of Duties: Current contract language

23 Article 8 – Job Classifications: Current contract language

24 Article 9 – Overtime: Remove (covered by master)

- 25 Article 10 – Professional Practice Committee: Current contract language
- 26 Article 11 – Scheduling: Current contract language
- 27 Article 12 – Seniority, Layoff, and Call-Off Procedures: Current contract language
- 28 **Appendix IV**
- 29 Article 1 – Classification: Remove (covered by master)
- 30 Article 5 – Overtime: Remove (covered by master)
- 31 Article 6 – Professional Practice Committee: Current contract language
- 32 Article 8 – Seniority, Layoff, and Call-Off Procedures: Current contract language
- 33 **Appendix V**
- 34 Article 6 – Seniority, Layoff, and Call-Off Procedures: Hospital proposal of April 1, 2019
- 35 **Appendix VI**
- 36 Article 6 – Seniority, Layoff, and Call-Off Procedures: Hospital proposal of April 1, 2019

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2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal May 29, 2019

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

- 1 The Hospitals propose the following articles as a package proposal:
- 2 Article 3 – Management Rights: The parties agree to current contract language.
- 3 Article 4 – Arbitration and Court Procedures: The parties agree to current contract language.
- 4 Article 5 – Books and Tuition: The parties agree to current contract language.
- 5 Article 6 – Bulletin Boards: The parties agree to current contract language.
- 6 Article 7 – Change in Ownership: The parties agree to current contract language.
- 7 Article 9 – Employee’s Right to Receive and Review Evaluations and Warning: The parties
- 8 agree to current contract language.
- 9 Article 12 – Leaves of Absence and Excused Absence: The parties agree to current contract
- 10 language.
- 11 Article 14 – Membership: The parties agree to current contract language.
- 12 Article 17 – No Pyramiding: The parties agree to current contract language.
- 13 Article 18 – Non-Discrimination: The parties agree to current contract language.
- 14 Article 19 – Paragraph Descriptions: The parties agree to current contract language.
- 15 Article 20 – Precedents and Past Practices: The parties agree to current contract language.
- 16 Article 22 – Payroll Deduction of Union Dues: The parties agree to current contract language.
- 17 Article 24 – References: The parties agree to current contract language.
- 18 Article 26 – Severability: The parties agree to current contract language.
- 19 Article 28 – Telephone Consultation: The parties agree to current contract language.
- 20 Article 30 – Union Visitation: The parties agree to current contract language.
- 21 Article 31 – Waiver and Conclusion of Bargaining: The parties agree to current contract
- 22 language.
- 23 Article 32 – Weekends: The parties agree to current contract language.

TA 6-5-19

TA 6/5/19
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2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal June 5, 2019, Session 3

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

- 1
- 2 The Hospitals propose the following articles as a package proposal:
- 3
- 4 Article 1 – Recognition: The parties agree to the Union’s proposal of April 17,
- 5 2019.
- 6 Article 2 – Coverage: The parties agree to the Union’s proposal of April 17, 2019.
- 7 Article 21 – Paid Time Off: The parties agree to the Hospitals’ proposal of June 5,
- 8 2019.
- 9 Article 23 – Posting and Filling of Vacancies: The parties agree to current contract
- 10 language.
- 11 Article 33 – Stand-By and Call-Back: The parties agree to the Hospitals’ proposal
- 12 of May 1, 2019.
- 13 Article 36 – Classifications: The parties agree to the Hospitals’ proposal of May
- 14 14, 2019.
- 15 Appendix II, Article 9, Section 1; Appendix IV, Article 7: Parties agree that the
- 16 schedule will be posted not less than fourteen (14) days prior to the date the shift is
- 17 scheduled to begin.

10:27AM

April 17, 2019

ESC Local 20 package proposal to HCA re GS and RMC Hospitals

The Union proposes current contract language ("CCL") on all articles, sections, and subsections, letters of agreement, and side letters unless proposed in this document.

**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 Regional Medical Center of San Jose only Physical Therapists, Occupational Therapists, Speech Language Pathologists and Physical Therapist Assistants **and at Good Samaritan Hospital only Social Workers and Dieticians** (full description of the ~~four~~ **six** 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: CCL
- Unit II: CCL
- Unit III: CCL
- Unit IV: CCL (from addendum dated 2-26-19)

Unit V: The Social Workers covered by this Agreement are all full-time, part-time and per diem Social Workers employed by Good Samaritan Hospital only performing social worker services in the social services department, but specifically excluding 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 Social Workers 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 Good Samaritan Hospital provides social worker services in a location that does not provide social worker services and which will employ employees who hold a Social Worker 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 Hospital under the National Labor Relations Act.

Unit VI: The Clinical Dietitians covered by this Agreement are all full-time, part-time and per diem Dietitians employed by Good Samaritan Hospital only performing nutritional services in the dietary department, but specifically excluding 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 Dietitians 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 Good Samaritan Hospital provides

dietitian services in a location that does not provide dietitian services and which will employ employees who hold a Clinical Dietitian Registration and who will perform work directly related to such registration, 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.

TAG-5-10

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and Regional Medical Center of San Jose and Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal June 5, 2019

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

ARTICLE 21 Paid Time Off

[Sections 1 – 6: Current contract language]

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~~ within fourteen (14) calendar days after submission. If the manager does not answer, the request is deemed denied. The granting of vacation is subject to the efficient operation of the department.

[Section 8: Current contract language]

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2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal May 1, 2019

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

**ARTICLE [NEW]
Stand-By and Call-Back**

Section 1. Stand-By

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

Section 2. Call Back While on Stand-By

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

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

Section 3. Call-Back While Not on Stand-By

A. Call-Back for Unit I (CLS)

Bargaining unit members not on stand-by who are called back shall receive two (2) times the straight time hourly rate for all time actually worked if called with less than two (2) hours' notice. This provision d

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B. Call-Back for Unit II (Radiology)

Bargaining unit members not on stand-by who are called back shall receive two (2) times the straight time hourly rate for all time actually worked if called with less than twenty-four (24) hours' notice, and are guaranteed four hours of pay. Pay in lieu of work is at the straight hourly rate.

C. Call-Back for Unit III (Respiratory)

Regular full-time and part-time bargaining unit employees not on stand-by who are called back shall receive one and one-half (1 ½) times the straight time hourly rate for all time actually worked, and two (2) times the straight time hourly rate for all time actually worked if called with less than four (4) hours' notice, and are guaranteed four hours of pay. Pay in lieu of work is at the straight hourly rate.

D. Originally Scheduled

This Section does not apply where a bargaining unit member is originally scheduled to work and is taking an additional day off without pay at the request of either the Hospital or employee and is recalled due to unanticipated staffing needs.

E. No Retaliation

There shall be no discipline or corrective action if a bargaining unit member refuses call-back while not on stand-by.

Section 4. Volunteers for Multi-Hospital Stand-By

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

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal May 14, 2019

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

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ARTICLE [NEW]
Classifications

Section 1. Full-Time Defined

~~A. Full-Time~~

~~Except as provided in Subsection B, a~~ A full-time bargaining unit member is one who is regularly scheduled to work at least eighty (80) hours (seventy-two (72) for bargaining unit members working 12-hour shifts) within a bi-weekly period.

~~B. Full-Time for Unit IV (Rehab)~~

~~With respect to bargaining unit members identified in Unit IV of Article 2 (Coverage), a full-time bargaining unit member 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. Part-Time

~~Except as provided in Subsection B, a~~ A regularly scheduled part-time bargaining unit employee is one who is regularly scheduled to work a minimum of thirty-two (32) hours, but less than eighty hours within a bi-weekly period.

~~B. Part-Time for Unit IV (Rehab)~~

~~With respect to bargaining unit members identified in Unit IV of Article 2 (Coverage), 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.~~

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~~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

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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

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A Per Diem employee is one who is included in the bargaining unit pursuant to Articles 1 (Recognition) and 2 (Coverage) and employed to work on an intermittent basis as required by the Hospital.

~~Section 5. Proration of Benefits~~

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

Section 56. Use of Traveler or Agency Personnel Employed by Affiliates

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The Hospital will not regularly schedule a Traveler or Agency worker 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 worker is posted or the Agency or Traveler worker is filling a position which is vacant due to a leave of absence.

NKStinson
5-15-19

HFW
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2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)**

Hospital proposal May 15, 2019

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

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The Hospitals propose the following articles as a package proposal:

Article 8 – Discipline: The parties agree to the Hospitals’ proposal of May 15, 2019.

Article 11 – Grievance and Arbitration: The parties agree to the Hospitals’ proposal of April 30, 2019.

Article 34 – Overtime: The parties agree to the Hospitals’ proposal of May 1, 2019.

2019 CONTRACT NEGOTIATIONS

**Good Samaritan Hospital and
Regional Medical Center of San Jose and
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Hospital proposal May 15, 2019

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

**ARTICLE 8
Discipline**

Section 1. – Current Contract Language

Section 2. Current Contract Language

Section 3.

With the exception of final warnings, suspensions, discipline for attendance, and discipline for reasons set forth in Section 4 below, written discipline will typically not be considered in determining the severity of discipline for a subsequent occurrence occurring more than twelve (12) calendar months later (extended for any leaves of absence) unless the Employee has, during that period, engaged in conduct which was reasonably similar (in kind or level of seriousness) to the conduct for which the earlier discipline was imposed. Final warnings and suspensions typically may be considered for twenty-four (24) months.

Section 4.

Prior incidents of sexual harassment or harassment forbidden by law, which do not lead to termination, may be considered in connection with determining discipline for any subsequent similar conduct without limitation.

2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal April 30, 2019

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

ARTICLE 11
GRIEVANCE AND ARBITRATION

[Sections 1 – 3: Current contract language]

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. The COO or designee should reply in writing within ten (10) days. If the COO or designee does not respond within the time limits, the grievant may appeal to the next level.

Step 3. If the grievance is not resolved at Step 2, 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 advance the grievance to arbitration by submitting a request, in writing within~~

32 | thirty (30) days from the date it was presented at Step 3, with a copy to the Director of Human
33 | Resources Labor Relations, that to the Federal Mediation and Conciliation Service requesting
34 | that it submit a panel of seven (7) arbitrators having hospital arbitration experience. Either party
35 | may reject one (1) panel in its entirety. Each party shall alternately strike one (1) name until an
36 | arbitrator is selected. To determine which party strikes the first name, the parties shall flip a
37 | coin. The arbitrator shall promptly conduct a hearing on the grievance. The decision of the
38 | arbitrator shall be final and binding, within the scope of the arbitrator's jurisdiction. The
39 | arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this
40 | Agreement; (2) hear or decide any dispute as to the numbers or classifications of employees
41 | needed, at any given time, to staff the ~~diagnostic imaging components~~ departments; (3) arbitrate
42 | any matter after the Agreement has expired other than matters which arose prior to the time of
43 | expiration of the Agreement. All grievances must be presented at the proper steps in accordance
44 | with the time limitations herein and unless such grievances are so presented, the right to file such
45 | grievance shall be waived. Any grievance not appealed to the next succeeding step within the
46 | time limits specified will be considered withdrawn and not eligible for further appeal. Time
47 | limits may be waived by agreement of the parties.

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49 | [Sections 5 – 8: Current contract language]

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2019 CONTRACT NEGOTIATIONS

Good Samaritan Hospital and
Regional Medical Center of San Jose and
Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC)

Hospital proposal May 1, 2019

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

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ARTICLE [NEW]
Overtime

Section 1. Daily Compensation

A. Daily Overtime

Except as provided in Subsection B, 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. Except for rest periods, only hours actually worked shall be considered for purposes of computing overtime.

B. Daily Overtime for Unit I (CLS)

With respect to bargaining unit members identified in Unit I of Article 2 (Coverage), 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 (1 1/2) 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

A. Weekly Overtime

Except as provided in Subsection B, 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 regular rate of pay.

B. Weekly Overtime for Unit I (CLS)

With respect to bargaining unit members identified in Unit I of Article 2 (Coverage), 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 (1 1/2) the regular rate of pay for the day(s) on which overtime is worked.

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Section 3. Meal Period and Payment for Meal Time Worked

Bargaining unit members 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 a one-half (1/2) hour unpaid meal period. Bargaining unit members working 10 hour shifts will be scheduled for ten and one-half hours (10 1/2) (including a one-half hour unpaid meal period). Bargaining unit members working twelve (12) hour shifts will be scheduled for twelve and one-half hours (12 1/2) (including a one-half hour unpaid meal period) and the second meal period shall be waived. If a Bargaining unit member is required and authorized by the bargaining unit member'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 bargaining unit members in conformity with the requirements of state law. Rest breaks will not be unreasonably or consistently denied. These periods shall be considered time worked. Bargaining 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 bargaining unit member working a 12-hour shift does not have ten (10) hours of rest between shifts s/he is required to work, s/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 her/his preceding shift worked. For bargaining unit members 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 bargaining unit employee 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. Authorization of Overtime

All overtime worked by a bargaining unit member shall be authorized in advance by the department manager, unless it is not possible to secure authorization in advance due to the emergency of a situation. The bargaining unit member 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 7. Shift Assignments

A bargaining 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.

2019 Medical Plan Coverage Rates

HMO - San Jose - Aetna (less than 3 years of service)

Status	Employee Only		Employee + 1		Employee + 2		Employee + 3 or more	
	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly
Full-time	\$ 10.93	\$ 23.68	\$ 28.47	\$ 61.68	\$ 41.30	\$ 89.48	\$ 47.23	\$ 102.33
Part-time	\$ 21.87	\$ 47.38	\$ 56.94	\$ 123.37	\$ 82.63	\$ 179.03	\$ 94.46	\$ 204.66

2019

Dental and Vision Coverage Rates

	Status	Employee Only		Employee + 1		Employee + 2		Employee + 3 or more	
		Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly
MetLife Dental PPO	Full-time	\$3.10	\$6.71	\$8.11	\$17.57	\$11.33	\$24.54	\$15.73	\$34.08
	Part-time	\$7.81	\$16.92	\$16.55	\$35.85	\$23.20	\$50.26	\$30.43	\$65.93
Cigna Dental Care DMO <i>(Less than 3 years of service)</i>	Full-time	\$2.97	\$6.43	\$6.09	\$13.19	\$8.67	\$18.78	\$10.37	\$22.46
	Part-time	\$5.95	\$12.89	\$12.19	\$26.41	\$17.34	\$37.57	\$20.74	\$44.93
Cigna Dental Care DMO <i>(More than 3 years of service)</i>	Full-time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Part-time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delta Dental California	Full-time	\$3.63	\$7.86	\$8.20	\$17.76	\$11.65	\$25.24	\$14.91	\$32.30
	Part-time	\$9.25	\$20.04	\$24.00	\$52.00	\$33.88	\$73.40	\$37.63	\$81.53
VSP Vision <i>(Less than 3 years of service)</i>	Full-time	\$1.70	\$3.68	\$3.71	\$8.03	\$3.71	\$8.03	\$3.71	\$8.03
	Part-time	\$3.39	\$7.36	\$7.41	\$16.06	\$7.41	\$16.06	\$7.41	\$16.06
VSP Vision <i>(More than 3 years of service)</i>	Full-time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Part-time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00