



**Tentative Agreement (Full Detail) Document**  
**Between ESC Local 20 and HCA - Regional Medical Center & Good Samaritan**

**Term of Agreement:** Contract Ratification Date - to - July 1, 2025

	<b>Wage Increases effective after ratification of contract - no retro</b>
<b>Year One</b>	<b>6.75% Increase in Wages Across the Board (ATB)</b>
<b>Year Two</b>	<b>5.25% Increase in Wages Across the Board (ATB)</b>
<b>Year Three</b>	<b>5.0% Increase in Wages Across the Board (ATB)</b>

<b>Wage Differentials</b>	
<b>PM Shift</b>	<b>\$5.00 / hour</b>
<b>Night Shift</b>	<b>\$9.00 / hour</b>
<b>Weekend Shift</b>	<b>\$4.00 / hour</b>
<b>“Charge” Duty Pay</b>	<b>\$4.00 / hour</b>

**Article 5 - Books, Tuition, and Clinical Certification**

Consistent with the Hospital’s reimbursement policy or practice, Employees shall be reimbursed for tuition and books after completion of courses while in the employ of the Hospital, provided that the taking of the courses shall have first been approved in writing by the appropriate manager, and evidence of achieving a passing grade shall have been provided by the Employee. Approval of Educational Leave, as set forth in the Appendices, does not constitute approval for reimbursement of books and tuition set forth in this Article.

The Hospital will make clinical certification reimbursement and bonus available to bargaining unit Employees on the same basis that clinical certification reimbursement and bonus is available to non-bargaining unit Employees in the Hospital.

It is understood that the Hospital may, from time to time, amend its policy and practice with regard to tuition and books reimbursement and clinical certification reimbursement and bonus.

**Article 8 - Classifications**

- Use of Traveler or Agency Personnel Employed by Affiliates**

The Hospital will not regularly schedule a Traveler or Agency worker who is an employee of any other HCA affiliates, in a no-relief capacity, for part-time or full-time work for more than one-hundred-and-twenty (120) 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. In development of the schedule, priority for scheduling will be given first to regular full- and part-time Employees, then to *per diem* Employees, and lastly to Travelers, provided such priority may not result in unnecessary overtime or premium pay (as between full-time, part-time, and *per diem* staff). Full- and part-time Employees seeking to schedule hours in excess of their status and *per diems* will have priority over Travelers only if such preference will not result in overtime, premium pay, or an inability to utilize the Traveler up to the Traveler's commitment.

## **Section 6.     Reclassification**

An Employee working part-time who has worked, other than as designated relief for another Employee or Employee absent due to a leave of absence, a regular schedule of at least thirty-two (32) hours per week for twelve (12) of the last fifteen (15) consecutive pay periods will be, upon written request, reclassified on a prospective basis to full-time status, effective the first pay period following receipt of the written request. Such request for reclassification must be received within thirty (30) days of the end of the last pay period considered in determining eligibility for reclassification.

## **Article 10 - 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 two (2) hours of which shall 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.

Education Leave is not considered hours worked, and therefore, may be taken regardless of hours worked in a pay period. Unused leave will not be paid out at the end of each year or at termination. Such leave shall not unduly interfere with the Hospital's staffing requirements for patient care. An Employee shall apply for education leave at least fifteen (15) days in advance, for in person and live on-line classes; notice is not required for classes taken on the Employee's day off on an already posted schedule. The Hospital shall respond promptly, taking into consideration needs and the absence from work of other Employees due to vacation or leave of absence, and such applications will not be unreasonably denied.

Copies of credits earned or certificates shall be **timely** submitted to the Department Manager, and **Education Leave pay will be included in the Employees' paycheck for the next full pay period thereafter.**

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.

**Article 12 - HEALTH, DENTAL, VISION AND LTD INSURANCE; MEDICAL, VISION AND DAY CARE SPENDING ACCOUNTS**

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**A. Health Insurance**

1. Health Plans Offered. All covered Hospitals will continue to offer participation in an HMO Plan (currently with Aetna), and HCA PPO Plans (currently with a \$350 Deductible and a \$1000 Deductible, and the Essential Plan only available to certain PRN and temporary Employees).

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

3. HMO Plan. The Hospitals may, after sixty (60) days' notice to the Union, reduce the actuarial value of the HMO Plan by up to two percent (2%) over the life of this Agreement. Upon the Union's request, the Hospitals shall meet and confer with the Union over the proposal.

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

5. Costs. Costs for coverage under the various plans will be as set forth below until January 1, 2023.

				2022 Bi-Weekly Deduction			
Medical Option Name	TPA	FT/PT	LoS	EE Only	EE + 1	EE + 2	EE + 3 +
\$350 PPO	Cigna	F	-	\$37.42	\$116.31	\$145.47	\$179.60
\$350 PPO	Cigna	P	-	\$184.63	\$393.90	\$496.41	\$575.17
\$1000 PPO	Cigna	F	-	\$30.83	\$111.31	\$139.18	\$163.13
\$1000 PPO	Cigna	P	-	\$187.20	\$398.95	\$498.71	\$574.93
HMO San Jose	Aetna	F	-	\$10.87	\$28.35	\$41.14	\$47.05
HMO San Jose	Aetna	P	<3 years	\$21.78	\$56.72	\$82.33	\$94.12
HMO San Jose	Aetna	P	>3 years	\$10.87	\$28.35	\$41.14	\$47.05

6. Change in Costs. Through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Health Plans (HCA PPO Plans) and of the costs (based on premiums or premium equivalents) of the HMO (or equivalent) for Employees.

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

## B. Dental Insurance

1. Dental Plans Offered. The Hospitals will continue to offer the Delta Dental Premier Plan, the MetLife Preferred Dentist Program (PDP), and the Cigna Dental Maintenance Plan (DMO) (or an equivalent plan) to each regular full-time and regular part-time Employee through the term of this Agreement. No changes shall be made in the coverage under the MetLife Dental Preferred Dentist Program, except by mutual agreement of the Parties or as imposed by the Plan Provider. However, the Hospitala shall have the right to replace the Delta Dental Premier plan with an actuarially equivalent plan at any time during this Agreement’s term without any further obligation to bargain over the decision, or its impact.

2. Costs. The cost of such coverages will be as set forth below until January 1, 2023.

2022 Bi-Weekly Deduction
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Dental Option Name	TPA	FT/ PT	LoS	EE Only	EE + 1	EE + 2	EE + 3 +
Cigna Dental Care DMO	Cigna	F		\$2.97	\$6.09	\$8.67	\$10.37
Cigna Dental Care DMO	Cigna	P	<3 years	\$5.95	\$12.19	\$17.34	\$20.74
Cigna Dental Care DMO	Cigna	P	>3 years	\$2.97	\$6.09	\$8.67	\$10.37
Delta Dental California	Delta Dental	F		\$3.28	\$7.40	\$10.52	\$13.45
Delta Dental California	Delta Dental	P		\$8.35	\$21.66	\$30.58	\$33.96
MetLife Dental PPO	MetLife	F		\$2.66	\$6.98	\$9.75	\$14.66
MetLife Dental PPO	MetLife	P		\$6.72	\$14.24	\$19.95	\$28.35

3. Changes in Costs. Through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Dental Plans (Met Life PDP and the Delta Premier Plan) and of the costs (based on premiums or premium equivalents) of the Cigna DMO (or equivalent) for Employees.

### C. Vision

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

2. Costs. The costs of coverages under the Vision Service Plan will be as set forth below until January 1, 2023.

Vision Option Name	TPA	FT/PT	LoS	2022 Bi-Weekly Deduction			
				EE Only	EE + 1	EE + 2	EE + 3 +
VSP Vision	VSP	F		\$1.70	\$3.71	\$3.71	\$3.71
VSP Vision	VSP	P	<3 years	\$3.39	\$7.41	\$7.41	\$7.41
VSP Vision	VSP	P	>3 years	\$1.70	\$3.71	\$3.71	\$3.71

3. Changes in Costs. Through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Vision Service Plan (or equivalent) for Employees.

4. The Hospitals may, in their discretion, offer any other vision plans. If such plans are offered, there shall be no duty to bargain over any aspect of the plans, including plan administration, changes in such plans, or elimination of such plans.

## 2. Long Term Disability Plan

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

## 3. CorePlus Benefits and Employee Stock Purchase Plan

The Hospitals shall continue to offer participation in the CorePlus benefits and start offering the Employee Stock Purchase Plan to full-time and part-time Employees at the time of hire and at the next enrollment period, respectively, on the same basis as participation is offered to non-bargaining unit Employees. The Parties understand that, given the national nature of these plans, that the Hospitals have no duty to bargain with the Union over any aspect of the plans, including plan administration, changes in the plans, or elimination of the plans.

## 4. Health Care and Day Care Spending Accounts

Full-time and part-time Employees will be eligible to participate in the HCA Health Care Spending Account Program and the HCA Day Care Spending Account Program, on the same basis as non-bargaining unit Employees. There shall be no obligation to bargain over changes in

these Programs or over issues relating to administration of these Programs and the Programs and their elements shall not be subject to the grievance and arbitration procedures of this Agreement.

### **Article 19 - NO PYRAMIDING**

Notwithstanding any provisions herein set forth, there shall be no pyramiding of overtime on overtime, nor shall overtime be required to be paid in addition to specific premium pay except as to differentials and holidays. **In the event of a conflict as to which premium to apply for the same hours worked, the highest applicable premium will be used.**

### **Article 21 - Overtime**

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### **Section 8. Staffing Issues Committee**

The Hospitals shall each have a staffing system that maintains patient safety and complies with licensure requirements.

In the event of a dispute regarding a Hospital's compliance with the foregoing, the Employee who has a concern should raise the issue with his/her manager and Union Shop Steward. The manager or designee shall respond to the raised schedule concern within ten (10) days from the date the issue was raised. If the Employee/Steward is not satisfied with the manager's or designee's response, the Employee/Steward may submit the concern to the Staffing Issues Committee, which will meet within fourteen (14) days of referral of the dispute to discuss and attempt to resolve the dispute.

The Staffing Issues Committee will be made up of four (4) individuals, two (2) of which the Union will choose, and two (2) of which the Employer will choose. The Committee by majority only can issue a decision to resolve the dispute. Such a decision must be issued at the end of the hearing and take effect within the timeframe set forth in that decision.

In the event that the Staffing Issues Committee cannot reach a majority decision, either party, within ten (10) calendar days, may then seek the assistance of the Federal Mediation and Conciliation Service (FMCS) to provide a Mediator to hear the dispute, and mediate it. Each party may bring up to two (2) disputes per Bargaining Unit, per calendar year to FMCS.

The process set forth in this Article shall be the exclusive contractual process for addressing disputes over staffing issues under this Article. Disputes over compliance with the procedures set forth in this Article (as opposed to disputes over the resolution of staffing issues) shall be subject to the Grievance and Arbitration Procedure. All other disputes shall be resolved exclusively by the Staffing Issues Committee as set forth above.

## **Article 24 - Paid Time Off**

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### Section 3. Use of PTO

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J. If an Employee's vacation is cancelled by the Hospitals due to urgent operational needs, the Hospitals will reimburse the Employee for any out-of-pocket travel expenses (*e.g.*, non-refundable airfare, non-refundable hotel reservations, *etc.*) that the Employee can prove through documentation were incurred after the vacation was approved and before it was cancelled. An Employee who had a vacation cancelled under this provision will be provided with priority to reschedule the vacation, although this priority will not result in the cancellation or rescheduling of any other Employee's previously approved vacation.

#### 7. Vacation Scheduling

By **September 30th** 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 **October 31st** 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 **September 30th** will be scheduled by the manager or the department head in the order received and will be answered 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. **Once approved, Employees will not be responsible for finding coverage for the approved vacation.**

#### 5. **Recognized Holidays**

A. The following holidays are observed by the hospitals:

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



The Parties agree that if the Hospitals changes the recognized holidays for hourly non-represented Employees, the Hospitals will likewise change the recognized holidays for all bargaining unit Employees.

B. Employees who are required to work on a recognized holiday shall be paid at time and one-half (1½) of the Employee's straight time hourly rate for the holiday worked. A holiday worked in excess of eight (8) hours and twelve (12) for those working twelve (12) hour shifts, shall be paid at two (2) times the Employee's straight time hourly rate. **Holiday cancellations will be by rotational seniority, and the cancelled Employee will be credited for having worked the holiday (for purposes of scheduling only, not pay).**

### **Article 30 - Shift Differentials**

#### 1. PM Differential

A differential of **five** dollars (**\$5.00**) per hour shall be paid on top of a bargaining unit Employee's straight time hourly rate when scheduled and performing work on the PM shift, defined as any shift **in which an Employee works four (4) or more consecutive hours** between 3 p.m. and 11 p.m.

#### 2. Night Differential

No later than the first full pay period following Ratification, a differential of **nine** dollars (**\$9.00**) 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 **in which an Employee works four (4) or more consecutive hours** between 11 p.m. and 7 a.m.

#### 3. Weekend Shift Differential

A bargaining unit Employee will be paid an additional shift differential in the amount of **four** dollars (**\$4.00**) per hour on top of his/her hourly rate for all hours actually worked between midnight Friday night until midnight Sunday night and any applicable PM or night shift differential.

### **Article 31 - Standby-By and Call-Back**

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#### **3. Call-Back While Not on Stand-By**

**If time permits, the Hospital will contact Employees for call-back by rotational seniority, but the first Employee to accept will be awarded the call-back.**

##### 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, **and are guaranteed at least four (4) hours of straight time pay.**

#### **4. Volunteers for Multi-Hospital Stand-By and Shared Employees**

If a bargaining unit Employee agrees in writing to take call for a Hospital or be shared at 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.

#### **Continuation of these Side Letters:**

##### **SIDE                                 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                                 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 be open for any other Employees.

##### **SIDE                                 REGARDING CALL-BACK STAND BY**

The Parties recognize that Regional Medical Center of San Jose has a past-practice of requiring one (1) Speech Language Pathologist to stand-by on the days of Thanksgiving and Christmas. The Parties agree that Regional Medical Center of San Jose can continue this practice. Specifically, Regional Medical Center of San Jose can assign one (1) 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 (2) 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 (½) hour), in addition to the remuneration time spent being on stand-by.

## **SIDE                      REGARDING 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 (30) 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.

Appendix I on CLS:

### **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. **The Hospital will rotate the “charge” assignment by seniority among qualified Employees.** If the assignment is for a period of more than four (4) consecutive hours, the CLS will receive additional compensation of **four** dollars **(\$4.00)** 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.

Appendix II Radiology / Imaging Technologist

Classifications & Special Rates

### **5.        Cardiac Ultrasonographer/Echo, Vascular, CV Radiological, IR/Neuro, **CT/IR and** Ultrasound Technologists (Grades 201-203, **303**)**

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

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

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

C. Senior IR/Neuro Tech and Senior CV Rad Tech (Grade 203). To be eligible, a Technologist must have at least one (1) year at Step 6 Grade 202 on his/her next anniversary date, must notify his/her supervisor that s/he would like to promote (which must be confirmed in writing), and have an annual performance evaluation that demonstrates clinical expertise, technical skill and judgment, supervisory duties, and the capacity and willingness to be in charge of a shift. Good cause will be noted for an unacceptable evaluation.

D. CT/IR Tech (Grade 203). To be eligible, a CT/IR Tech must routinely perform both functions (*i.e.*, not sporadically or occasionally).

E. Cardiac Ultrasonographer/Echo Tech III, Senior Vascular Tech, and Senior Ultrasound Tech (Grade 303). Each Hospital will establish the classifications of Cardiac Ultrasonographer/Echo Tech III, Senior Vascular Tech, and Senior Ultrasound Tech when, in the sole discretion of the Hospital, it is deemed to be warranted. Those Technologists may be required to perform other work for which they are qualified when not doing their normally assigned procedures.

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

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

## **7. CV/IR/Neuro Technologists (Grade 303)**

Each Hospital will establish the classification of CV/IR/Neuro Technologist when, in the sole discretion of the Hospital, it is deemed to be warranted. To be eligible, a CV/IR/Neuro Technologist must routinely perform all three functions (*i.e.*, not sporadically or occasionally).

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

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

A Technologist who is designated to be in charge of a component or a modality within a component for four (4) hours or more within a shift shall receive a premium of **\$4.00** per hour

for each hour spent in charge duty. The Hospital will rotate the “charge” assignment by seniority among those qualified Employees.

#### 11. Wage Scale Placement

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

#### 12. Challenging Years of Experience

If the Union believes that the years of experience identified for a current Bargaining Unit Employee is not accurate, the Union will have up to thirty (30) days following ratification of this Agreement to provide Human Resources with verifiable documentation supporting an adjustment to the Hospital’s wage step placement.

#### Radiology Grade Key

- 101 Rad Tech I
- 102 Rad Tech II
- 103 Rad Tech III, Mammographer
- 104 CT Technologists, Special Procedures Technologists, MRI Technologists
- 201 Echo I, Cardiac Ultrasonographer I
- 202 Echo II, Vascular Tech, Ultrasound/Sonographer, IR/Neuro Tech, CV Rad Tech, Cardiac Ultrasonographer II
- 203 Senior IR/Neuro Tech, Senior CV Rad Tech, CT IR Tech
- 303 Nuclear Med Tech, Cardiac Ultrasonographer III/Echo III, Senior Vascular Tech, Senior Ultrasound Tech, CV/IR/Neuro Technologists

Reduction in Staff (AII - Radiology):

### 8. Temporary Reduction in Staffing

In the event that a Hospital determines that it is necessary to reduce staffing at a component on a given shift due to a reduced workload, the following procedures will apply **subject to patient care needs and so long as the remaining employees are fully competent to cover the actual and anticipated patients and work load:**

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

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

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

### **Appendix III Respiratory Therapists**

#### **CHARGE PAY**

A Therapist who is designated to be “In Charge” for four (4) hours or more within a shift shall receive a premium of \$4.00 per hour for each hour spent in charge duty. The Hospital will rotate the “charge” assignment by seniority among those qualified Employees.

#### **Call-Off Procedures**

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

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

In the event that there are no volunteers or *per diem* Employees on the shift in question, the least senior Therapist will be called off on a rotational basis, re-setting every calendar year. Cancellation of shifts and hours will be recorded to facilitate proper rotation of reductions. A Therapist who has been placed “in-charge” may be exempted from call-off whenever Hospital management concludes that the Therapist is needed to remain in charge for the shift.

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

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

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

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

## **MEMORANDUM OF AGREEMENT – 12-HOUR SHIFT (AWS)**

### **A. APPLICABILITY**

This Memorandum of Agreement (“MOA”) is intended to function as the exclusive provisions governing Alternative Workweek Schedules, which are shifts that exceed eight (8) hours up to twelve (12) hours (hereafter “AWS”), and overtime premiums for represented Employees and reflect the Parties’ agreement to opt-out of the implementation, overtime and other standards applicable to AWSs under Labor Code sections 510 and 511 and the applicable California Wage Orders, including but not limited to Wage Order No. 5, which standards will not apply. The Parties acknowledge that this MOA meets the requirements of Labor Code Sections 510(a)(2) and 514 by expressly providing terms related to wages, hours of work, and working conditions, including premium wage rates for all overtime hours worked, as specified herein, and exclusively govern the implementation, administration and use of AWSs for represented Employees.

### **B. GENERAL PROVISIONS**

The Hospital may implement AWSs without any vote for (a) Employees in units created after the ratification of the Parties’ Collective Bargaining Agreement (“CBA”), (b) any new Employees hired after such ratification, (c) Employees already working an AWS at the time of such ratification, and/or (d) Employees who voluntarily request or accept a position in a unit with an AWS at any time after such ratification. The Hospital must advise Employees of the AWS.

Employees who voluntarily accept a position with an AWS shall maintain their seniority and their status of employment (*e.g.*, Full-Time, Part-Time, or PRN).

The Hospital may, in its discretion, modify or discontinue AWSs for any Employee or group or unit of Employees upon a 60-day notice to the Union and the Employees who will no longer be scheduled to work AWSs. During the 60-day notice period, upon request, the Hospital will meet and confer with the Union regarding modification or discontinuance of the AWS.

At the time of ratification of the Parties’ CBA, Employees working non-AWS shifts (*e.g.*, 8-hour shifts) shall maintain their status.

In the event an Employee is hired into, has accepted, or is otherwise working a schedule with an AWS, this MOA will not prohibit the Employee from seeking an available non-AWS position. However, the posting of positions that do not have an AWS shall be at the discretion of the Hospital.

In the event that a Hospital wishes to open a new unit with AWSs, it may do so without taking a vote. The Hospital will notify the Union in advance of opening such a unit. Incumbent

Employees working 8-hour shifts as of ratification of the Parties' CBA desiring to transfer to the new unit who wish to work 8-hour shifts will be accommodated, so long as such transfers do not exceed 20% of the shifts on a given shift.

### **C. POSTING AND SCHEDULING**

Upon implementation of AWSs in an existing eight-hour unit, the initial number of AWS positions created by the Hospital will equal the number of Employees in the unit desiring such positions, provided that a staffing vehicle can be arranged to accommodate those Employees choosing to participate. In addition, in the event that at implementation more AWS positions are needed in the unit than there are interested Employees already employed by the Hospital, the Hospital may utilize outside resources to fill the needed positions.

Both 8-hour and AWS positions will be posted and filled in accordance with the terms of this CBA. The Hospital may, in its discretion, fill vacant AWS positions with 8-hour shift Employees to cover 8 of the AWS hours.

### **D. PAY**

Employees working in a 12-hour shift position will be paid their hourly straight time rate for the first 12 hours in a shift. Hours worked in excess of 12 hours in a shift (excluding the meal period) will be paid at the rate of twice the Employee's regular rate of pay. Employees who work more than three (3) 12-hour shifts in a 7-day work period or over 40 hours in a work week will be paid one and one-half (1½) times their regular rate for each such additional hour.