

MEMORANDUM

OF

UNDERSTANDING

**ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(GENERAL MANAGEMENT AND CONFIDENTIAL REPRESENTATION UNIT)**

AND

ALAMEDA HEALTH SYSTEM

January 1, 2013 -- December 31, 2014

2013 - 2014
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
AND
ALAMEDA HEALTH SYSTEM

THIS MEMORANDUM OF UNDERSTANDING is entered into by Alameda Health System, hereafter designated as "AHS", and the Alameda County Management Employees Association, a non-profit mutual benefit corporation, affiliated with OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "ASSOCIATION," as a recommendation to the Board of Trustees of AHS of those conditions of employment which are to be in effect during the period January 1, 2013 through December 31, 2014 for those employees working in representation units referred to in Section 1., hereof.

SECTION 1. RECOGNITION

AHS recognizes the Association as the exclusive bargaining representative for the following employees:

All full-time and part-time employees in classifications included in the General Government Unit, and all employees in classifications included in the Confidential Unit as specifically enumerated in Appendix "A" attached hereto. Appendix B contains titles unrepresented as of the date this agreement was signed. AHS agrees not to oppose any petition to represent ACMEA submits showing a majority of incumbents' signatures in that particular title. AHS will then recognize ACMEA as the exclusive representative for the employees in that title.

The General Management Unit consists of those titles and individuals who primarily are first level supervisors and managers who do not supervise other ACMEA employees or who otherwise are at the lower management level as agreed by the parties. Most if not all ACMEA represented non-exempt employees are included in this unit.

ACMEA agrees, during the term of this agreement and until a successor agreement is negotiated and signed, that it will not seek, nor accept authorizations for representation from unrepresented classifications of employees at the level of Director or above. Directors or the equivalent who are currently represented by ACMEA will continue to be represented until December 31, 2011 at which time they will become unrepresented. Currently represented directors can opt out of ACMEA at their discretion prior to December 31, 2011. Additionally, ACMEA agrees neither to seek, nor accept petitions for representation from employees in the following classifications or Departments, as the case may be:

1. All employees in Human Resources except those in the title of Secretary II
2. All employees in Financial Planning
3. Comptroller

4. Payroll Manager
5. Employees working in Quality except in the classifications of Quality Coordinator and Secretary II.
6. Employees working in Internal Audit
7. Executive Suite Assistants

ACMEA additionally agrees that AHS has the right not to recognize, nor to accrete to the bargaining unit such classifications as it may create in the future which have as their specified duties the making of labor relations decisions not specific to the department in which the classification is employed, those that have confidential access to labor relations strategy to be employed by AHS and/or those that manage or supervise ACMEA represented employees in the ACMEA Senior Management Representation Unit.

If an incumbent ACMEA represented employee is given a new, unused or an existing, unused title as a result of reclassification and not through the posting process and that new title does not fall into the exceptions from the unit listed in this MOU, that new title will be presumed to be ACMEA represented as well.

Up to four times a year, upon request of ACMEA, AHS will provide a list of new hires and wages in classifications that fall within the generally agreed to scope of representation of ACMEA. ACMEA may also ask for job descriptions for titles in which it has an interest.

On an as-needed basis, representatives of AHS and Association shall meet for the purpose of assigning any other newly created classifications to the appropriate bargaining units. Such placement shall be based on the above caveats and by mutual agreement. In the event the parties are unable to agree which bargaining unit a newly created classification would be placed or disagree on the applicability to the new position of the above caveats, the parties shall seek to resolve the dispute through the services of the State Mediation and Conciliation Service. In the event that the dispute remains unresolved, or if a party to the dispute other than AHS or the Association refuses to participate in efforts to resolve the dispute with State Mediation and Conciliation Service, an arbitrator shall be agreed upon by all parties to the disagreement to decide the matter. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. NO DISCRIMINATION

A. DISCRIMINATION PROHIBITED.

No employee or applicant for employment shall be discriminated against by AHS or the Association because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation and, to the extent prohibited by law, no employee shall be discriminated against because of age, sex, physical disability, mental or psychological disabilities. Nor shall there be any discriminatory harassment or disparate treatment in violation of any law.

B. **NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.**

Consistent with the law, neither AHS nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

C. **WHISTLE BLOWING/RETALIATION.**

AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

SECTION 3. ASSOCIATION SECURITY

A. **NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by the Association, AHS shall notify such person(s) that the Association is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Association for the sole purpose of joining the Association and effecting payroll dues deductions.

B. **NOTICE TO RECOGNIZED ASSOCIATION.** AHS shall post within the employee work or rest area a notice which sets forth the classifications within each representation unit referred to in Section 1 hereof and the name and address of the Association. AHS shall also give a written notice to the Association containing the names and addresses of all persons newly employed within the representation units within thirty calendar days from the beginning of their employment.

C. **MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1 hereof who are members of the Association on the date upon which this Memorandum of Understanding is executed or who become members of the Association during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.

D. **REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for Association dues as provided above shall proceed as follows. Said employee shall, during the month of July, forward a written request to the Chief of Human Resources setting forth his/her desire to revoke said authorization. The Chief of Human Resources shall promptly forward a copy of said letter to the Association. No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to the Association.

Failure to timely notify the Chief of Human Resources shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Department to a place or person designated by the Chief of Human Resources and shall be processed through payroll. The effective date of dues

deductions for employees shall be the pay period immediately following receipt by AHS of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.

- E. **PAYROLL DEDUCTIONS AND PAYOVER.** AHS shall deduct Association dues from employees' pay in represented classes in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the units to which employees are assigned.
- F. **HOLD HARMLESS.** Association shall indemnify and hold AHS and its Directors, Employees and Agents harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved Association insurance programs, or from complying with any demand for termination hereunder.
- G. **EMPLOYEE INFORMATION.** On an annual basis, AHS shall provide the Association with a list of all ACMEA represented employees with home address, work location, e-mail address, work telephone, and other relevant, available data.

SECTION 4. ASSOCIATION BULLETIN BOARD: MEETINGS: ACCESS TO EMPLOYEES

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Department Heads for use by the Association to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve AHS or its relations with AHS employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. **JOB CONTACTS.** Any authorized representative of the Association shall have the right to contact individual employees working within the representation units represented by their organization in AHS facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Department Head who shall grant permission for such contact if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall have the right to make other arrangements for a contact location removed from the work area.

For purposes of this Memorandum of Understanding, "authorized representative of the Association" is defined as a paid employee of the Association and not an AHS employee.

- C. **MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 34 hereof. The Department Head may, upon 48 hours prior notice, allow meetings

of a representative of the Association and a group of employees in AHS facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business.

- D. **EMPLOYEE ORIENTATION.** The Association will prepare membership packets for Human Resources to be given to those employees who become covered by this Memorandum of Understanding. ACMEA will be allowed to have up to a 30 minute portion at a mutually agreed upon time during new employee orientation to meet with employees hired into ACMEA represented titles.

SECTION 5. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION

- A. Five (5) employee representatives of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of the Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions. One (1) representative may be released to attend grievance meetings.
- B. **LIMITATION OF TIME OFF.** AHS recognizes the right of ACMEA to appoint Association Representatives to assist in the representation of members. Such representation shall include grievances and discipline. Given the nature of management responsibilities, these Association Representatives shall integrate these duties within their expected responsibilities

SECTION 6. LEAVES OF ABSENCE

- A. **LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.
- B. **NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.
- C. **MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to the supervisor a copy of his/her military orders, which specify the dates and duration of such leave.

If such employee shall have been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave, which may be granted during a fiscal year, is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
 2. During the period specified above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
 3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
 4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
 5. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.
- D. **TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Department Head may grant an employee a leave of absence without pay from his position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- E. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but such leave of absence shall not exceed a period of one year.
- F. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An AHS employee, who is assigned to a special project, including temporary appointments to another government agency or institution, may be granted a leave of absence without pay by the Department Head for the duration of said employee's assignment to the special project. At the end of such leave, AHS will return the employee to his/her old position or a similar position in that title at the appropriate pay rate.
- G. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- H. **MATERNITY LEAVE.** A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and Department. Such an employee may elect to take accrued PTO, compensating time off or extended sick leave after the first five working days during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly

scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO and then extended sick leave with pay accumulated pursuant to Sections 8 and 9 of this Memorandum. Reinstatement subsequent to maternity leave of absence shall be to the same classification from which leave was taken, and the Department Manager shall make his/her best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Department Manager has used his/her best effort herein shall not be subject to the grievance procedure.

- I. **PATERNITY/ADOPTIVE LEAVE.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Manager. Such an employee may elect to take accrued PTO or compensating time off during the period of paternity/adoptive leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in subsection 9. G. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Department Manager shall make his/her best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether or not the Department Manager has made his/her best effort herein shall not be subject to the grievance procedure.
- J. **VOLUNTARY TIME OFF.**
 - 1. **Approval of VTO.** An employee may request voluntary time off ("VTO"). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Section 41. VTO shall not be granted if:
 - a. It is intended to be a substitute for sick leave;
 - b. The employee works elsewhere during the VTO;
 - c. The employee is within the probation period.
- K. **EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.
- L. **PAID FAMILY LEAVE.** Employees are entitled to take Paid Family Leave pursuant to State law. Paid Family Leave runs concurrent with Family Medical Leave and California Family Rights Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

SECTION 7. HOLIDAYS

A. HOLIDAYS DEFINED

Paid holidays shall be:

January 1st

Third Monday in January - Dr. Martin Luther King, Jr. Birthday

Third Monday in February - Presidents' Day

Last Monday in May - Memorial Day

July 4th

First Monday in September - Labor Day

November 11th - Veterans' Day

Thanksgiving

Day after Thanksgiving

December 25th

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by the Board of Trustees.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this Memorandum.

- B. **FLOATING HOLIDAY.** Each employee hired prior to January 1 of each fiscal year shall be entitled to two floating holiday. These holidays are to be scheduled by mutual agreement of the employee and the Department Head and taken within the fiscal year. Employees hired after April 1st shall be entitled to one holiday for the fiscal year in which the employee was hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a pro-ration of the hours the employee is regularly scheduled to work.

- C. **NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 7.D., hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

- D. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.** For employees, except as specified below:

In the event that January 1; July 4; November 11, known as "Veterans Day"; or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of

thanksgiving and approved in writing by the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

- E. When December 25, January 1, or July 4 occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1 and July 4 on the actual day.
- F. Non-exempt employees who are required to work on a holiday will be granted an in-lieu day off or be paid for the in-lieu day at their normal rate of pay.

SECTION 8. PAID TIME OFF

Employees in the service of AHS shall accrue Paid Time Off as specified below. Paid Time Off pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the Paid Time Off period. An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue Paid Time Off leave accordingly. Paid Time Off accrual shall be prorated each pay period based upon a pro-ration of the hours worked within that pay period to the regular full-time pay period for the job classification.

A. PAID TIME OFF ACCRUAL.

1. **Accrual Rate.** Each exempt employee covered by this MOU shall accrue Paid Time Off leave according to the following schedules:
 - a. **26 Days Accrual** — 1.000 working days for each biweekly pay period on paid status until completion of 104 biweekly pay periods (4 years) of continuous employment.
 - b. **31 Days Accrual** — 1.192 working days for each biweekly pay period on paid status after completion of 104 biweekly pay periods (4 years) of continuous employment and until completion of 286 biweekly pay periods (11 years) of continuous employment.
 - c. **38 Days Accrual** — 1.462 working days for each biweekly pay period on paid status after completion of 286 biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods (20 years) of continuous employment.
 - d. **43 Days Accrual** — 1.654 working days for each biweekly pay period on paid status after completion of 520 biweekly pay periods (20 years) of continuous employment.
2. **Accrual Rate.** Each non-exempt employee covered by this MOU shall accrue Paid Time Off leave according to the following schedules:

- a. **25 Days Accrual** — .962 working days for each biweekly pay period on paid status until completion of 104 biweekly pay periods (4 years) of continuous employment.
- b. **30 Days Accrual** — 1.154 working days for each biweekly pay period on paid status after completion of 104 biweekly pay periods (4 years) of continuous employment and until completion of 286 biweekly pay periods (11 years) of continuous employment.
- c. **35 Days Accrual** — 1.346 working days for each biweekly pay period on paid status after completion of 286 biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods (20 years) of continuous employment.
- d. **40 Days Accrual** — 1.538 working days for each biweekly pay period on paid status after completion of 520 biweekly pay periods (20 years) of continuous employment.

Non-exempt employees will be charged PTO in hours; exempt employees will only be charged PTO in full days.

B. CASH PAYMENT IN LIEU OF PAID TIME OFF LEAVE.

1. **Cash-out on Termination.** An employee who leaves AHS service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused Paid Time Off accrued to the date of his/her separation. The cap below in Section D in the third column applies to PTO credit for pension purposes.
2. **Paid Time Off Sell-Back.** An employee may receive equivalent cash payment for up to 50% of his/her annual Paid Time Off entitlement per fiscal year. This benefit shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, an employee may have accrued Paid Time Off leave credited against his/her transition pay obligation to AHS.

C. LIMITATION ON UNUSED Paid TIME OFF LEAVE BALANCES. Maximum Paid Time Off leave balances in any pay period shall be as follows:

ACERA will make the determination of the Annual Maximum Balance for Pension Purposes upon Retirement.

Exempt Annual PTO Accrual Rate	Exempt Maximum Balance in a Pay Period	Non- Exempt Annual PTO Accrual Rate	Non- Exempt Maximum Balance in a Pay Period

26 days	41 days	25 days	38 days
31 days	48 days	30 days	45 days
38 days	56 days	35 days	53 days
43 days	63 days	40 days	60 days

- D. **DATE WHEN PTO TIME OFF-CREDIT STARTS.** Paid Time Off credit shall begin on the first day of employment.
- E. **USE OF PREVIOUSLY ACCRUED VACATION/PAID TIME OFF.** Department Heads shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to the level which can be paid for in cash upon termination.
- F. No employee will accrue Paid Time Off after reaching the cap until such time as balances drop below the cap. The Department Manager or designee shall make every reasonable effort to accommodate written Paid Time Off leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to avoid reaching the Paid Time Off cap.
- G. **MAXIMUM PTO LEAVE.** An employee may take Paid Time Off in excess of his/her annual accrual provided the employee has sufficient time accrued and the time is approved in advance by the immediate supervisor or manager.
- H. **DEFINITION.** For the purpose of this Section, “working day” shall mean any day upon which an employee would regularly be required to work.
- I. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** If an employee with less than ten years of uninterrupted service goes on an authorized paid or unpaid leave of absence, is laid off, or is otherwise not employed by AHS returns to employment within two years, time prior to the absence or terminated status shall count for the total years of service to determine the PTO accrual rate. Time during the absence or terminated status shall not count for this purpose.
- For employees who have ten or more years of uninterrupted service, all prior time as well as the time out shall be counted to determine the PTO accrual rate provided the employee returns to work within two years.
- J. **WHEN PAID TIME OFF MAY BE TAKEN.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the Paid Time Off leave.

Paid Time Off will be scheduled by mutual agreement between the Department Head and the employee. An employee shall be allowed to divide his Paid Time Off leave in any

calendar year into two segments. The Department Head, at his discretion, may grant an employee additional segments of Paid Time Off.

- K. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular Paid Time Off allowance for personal leave.

Except in cases of an emergency, and employee, prior to taking personal leave shall notify their Department Head in advance. The Department Head shall not deny a request for this leave except for reasons critical to the operation of the department.

- L. **RATE OF PAID TIME OFF PAY.** Compensation during Paid Time Off shall be at the rate of compensation as set forth for each classification in Appendix "A" which such employee would have been entitled to receive, including premium pay, while in active service during such Paid Time Off period.

- M. **PAID TIME OFF TRANSFER.** Married couples, domestic partners, parents and children employed by AHS, may elect to transfer up to five days of their accrued Paid Time Off leave balances to their spouse, domestic partner (see Appendix C), child or parent per each event of maternity, paternity and adoption.

- N. All currently unrepresented employees who are now in the Paid Time Off plan will keep that plan until represented by ACMEA pursuant to Section 1 Recognition.

SECTION 9. EXTENDED SICK LEAVE AND EMERGENCY PAID TIME OFF

- A. **EMERGENCY PAID TIME OFF DEFINED.** As used in this section, "Emergency Paid Time Off" means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) a personal emergency that requires an absence from work; and (iii), as defined in Section 9.F. below, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the Human Resources Policy and Procedure. Non-exempt employees will be charged PTO in hours; exempt employees will only be charged PTO in full days.

- B. **EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in AHS service, and otherwise subject to the provisions of this Memorandum of Understanding.

- C. **SICKNESS OR INJURY IN COURSE OF EMPLOYMENT/INDUSTRIAL SUPPLEMENTAL LEAVE.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by AHS, such employee shall be entitled to Industrial Supplemental pay as provided herein.

1. **Amount and Duration of Payment:**

- a. Such employees shall be entitled to receive Industrial Supplemental sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 70% of his/her normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. In no case shall the employee receive greater than the net regular or base salary (as defined above) received at the time of injury. This period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the incapacity. Following one hundred eighty (180) calendar days, cumulative PTO for the first five continuous work days and then extended sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 70% of salary. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods.
- b. In the event that the period of the incapacity exceeds 21 calendar days, the employee so incapacitated shall be granted Industrial Supplemental sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 21 calendar days, the employee so incapacitated will be eligible to receive cumulative Emergency Paid Time Off pay, or any other accrued paid leave for scheduled work days as provided in subsection 14.D. hereof, for the first three work days of such incapacity.

D. **EXTENDED SICK LEAVE PLAN.**

1. **Accumulation of Extended Sick Leave for Full-Time Employees.** Each employee shall accumulate extended sick leave with pay entitlement at the rate of .92 workday for each full biweekly pay period on paid status (three days per year). The Department Head shall grant to such an employee, incapacitated by injuries or sickness, extended sick leave with pay, but not in excess of his accumulated unused extended sick leave with pay entitlement and only after the employee has been out sick or the employee has been caring for an ill family member (see Subsection F. below) for more than five consecutive work days. An employee's accrued sick leave on the date of implementation (pay period seven of 2011 beginning March 6, 2011) of the PTO plan will transfer to the Extended Sick Leave bank. Employees on approved Workers Compensation and FMLA may use extended sick leave from the first day out. This does not apply to intermittent FMLA.
2. **Accumulation of Extended Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work less than the full time 40 hour work week base shall accrue extended sick leave pursuant to Section 9.D.1 above, except that the extended sick leave accrual shall be prorated each pay

period based upon the proportion of the hours worked within a pay period to the 40 hour work week base.

- E. **CONVERSION OF PTO TO EXTENDED SICK LEAVE.** Employees may convert PTO days to Extended Sick Leave days on a day for day basis.

- F. **MEDICAL REPORT.** The Department Head, as a condition of granting any kind of medical leave with pay whether PTO, Emergency PTO or extended sick leave, may require medical evidence of sickness or injury acceptable to the Department.

- G. **FAMILY SICK LEAVE.**

Emergency Leave — Sickness in Immediate Family. Leave of absence with pay because of sickness or injury in the immediate family of an employee in AHS service shall be granted by the Department Head for up to 10 days per calendar year to care for immediate family member or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments, but not to exceed the amount of time which the employee would be authorized for PTO or extended sick leave in Sections 8 and 9. Time taken for leave of absence under the provisions of this subsection shall be deducted from the Paid Time Off and extended sick leave allowable for such person. For the purpose of this subsection, “immediate family” means, mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix C or a copy of the California State Affidavit of Domestic Partnership), son, stepson, daughter, stepdaughter, foster parent, foster child, grandparents, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, and father-in-law.

- H. **DEATH IN IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of a person in AHS service may be granted by the Department Head for a period of up to five days. For purposes of this subsection, “immediate family” means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in Appendix C or a copy of the California State Affidavit of Domestic Partnership), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, or sister-in-law.

Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

- I. **PTO OR EXTENDED SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 10. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work and if he/she has passed the probation period. Catastrophic illness or injury is defined as a critical medical condition considered terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification, which includes diagnosis and prognosis, must be provided by the recipient employee.
4. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments for full-time employees and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 11. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA

- A. **COMPENSATION.** Compensation for any employee regularly scheduled to work less than the regular work week shall be prorated within a pay period in which leave is granted, based upon a pro-ration of the hours which would have been worked during the pay period but for the leave to the regular full-time pay period for the job classification.
- B. **AFTERNOON/EVENING, SATURDAY/SUNDAY SCHEDULES.**
1. Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.
 2. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular work day as vacation or compensatory time.
- C. **TRAVEL TIME.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.
- D. **STANDBY JURY DUTY.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.
- E. **WITNESSES.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.
- F. **FEES PAYABLE TO AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage or parking with receipts, shall be made payable to AHS.

SECTION 12. PAID LEAVE

Paid Educational Leave ("Education Leave")

Eligibility. Employees in the following classifications who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid educational leave.

Assistant Executive Dietitian
Chief, Occupational Therapist
Clinical Nurse IV
Clinical Nurse V

Coder I, II, and III
Occupational Therapist III
Physical Therapist III
Senior Psychiatric Social Worker
Senior Rehabilitation Counselor
Supervising Clinical Lab Scientist
Supervising Radiologic Technician
Supervising Respiratory Care Practitioner
Manager, Respiratory Care Services
Dental Director
Medical Social Worker, Supervisor
Food Service Supervisor for CEUs only

In the event that the State of California requires continuing education for any other classification represented by ACMEA, AHS agrees to meet and confer regarding the inclusion of additional classifications to the above list.

Amount of Educational Leave. Eligible employees shall receive up to forty (40) hours of Educational Leave over a two (2) calendar year period, prorated for part-time employees. Payment for such Education Leave shall be at the employee's straight time hourly rate. AHS may substitute on an hour-for-hour basis accredited mandated training offered by AHS

Approval. AHS will consider applications for Educational Leave provided:

- a. The courses, workshops or seminars related to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving his/her skills in his/her current position; and
- b. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
- c. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
- d. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.

SECTION 13. HOURS OF WORK AND REST PERIODS

- A. **HOURS OF WORK.** For all classifications covered by this MOU except the Supervising Respiratory Care Practitioner, hours of work in the regular workday shall be 8 hours; the regular workweek shall consist of 40 hours. Hours of work for the

Supervising Respiratory Care Practitioner shall consist of 80 hours a pay period, allowing the employees to work six 12-hour shifts and one 8-hour shift.

- B. **REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefore. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest periods, or for procurement thereof
- C. **REQUIRED EQUIPMENT.** Employees are expected to be at their individual workstations with required equipment in operable condition at the scheduled shift starting time.

SECTION 14. OVERTIME FOR NON-EXEMPT EMPLOYEES

- A. Work for AHS by a non-exempt employee at times other than and over and above those for which the employee is regularly scheduled shall be approved in advance in writing by the manager, or in cases of unanticipated emergency, shall be approved by the manager, after such emergency work is performed. No non-exempt employee shall perform overtime work unless such overtime work has been approved by his/her manager or designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis.
- B. Non-exempt employees shall be compensated at time and one-half (1½) the regular rate for all hours worked, not paid for, in excess of forty (40) hours in the work week. A week is defined as Sunday through Saturday.
- C. For the purposes of this section, the base hourly rate shall be the hourly rate as set forth for each classification in Appendix E.
- D. For purposes of this section, the regular rate shall be as defined under the Fair Labor Standards Act ("FLSA") and, consistent with the FLSA, shall include additional compensation and other premiums and differentials applicable to specific classifications.
- E. A non-exempt employee becomes eligible for the Job-Related Expenses Reimbursement Plan the next fiscal year by working fewer than 104 hours of overtime during the preceding 12 month period. CN IVs, HIM Coders, and Food Service Supervisors (only for continuing education) are eligible for this benefit regardless of their non-exempt status.

SECTION 15. WAGES (See Appendix F)

- A. AHS has the ability to hire Services as Needed (SAN) employees in any of the titles represented by ACMEA as long as the SANs are paid at least 1% above Step 3 of the scale for titles with steps or 1% above the mid point for deep class titles. SANs are not entitled to any benefits for leave accruals pursuant to this agreement.
- B. The wage increase for 2013 will be 2.5% for all step classifications. This increase will be effective February 17, 2013.
- C. For pay period one of 2014 there will be a wage re-opener for step employees.
- D. ACMEA represented Supervisors and Managers in steps have 30 days starting from the execution of this agreement to bring forward to ACMEA and Labor Relations any compaction issues. The standard shall be that no ACMEA represented classifications in steps shall earn a base hourly rate less than 5% more than the base hourly rate step of the highest paid classification supervised by that Supervisor or Manager classification. The comparison shall be made between the top ACMEA step and the top step of the highest paid supervised classification. This comparison shall be on base rate only and shall exclude extra and premium pay such as differentials and overtime. At the end of the thirty day period, the window for such automatic adjustments is closed and no further requests will be accepted. The wage rate of the ACMEA classification will be adjusted to reflect the 5% supervisory adjustment. CN II and CN III and any other RN titles are excluded from the definition of the "highest paid employee" for purposes of this clause. Supervisor and Manager classification entitled to a wage increase due to compaction are those who are the supervisor of record within the HRIS data system.
- E. AHS will make all reasonable efforts to determine and announce the overall wage increase for Deep Class employees by October 15 of each calendar year and for the pay increase and retroactive pay to be paid in the first pay period of December of that year.
- F. Deep Class title ranges are reflected in Appendix E of this Memorandum of Understanding and are the ranges to be used for recruitment and promotion purposes. Any increases over the maximum of the range will be presumed by the parties to have increased the top range of the title for that individual and are not to be taken as range increases for the purposes of recruitment and promotion. The increased ranges will be published in the next negotiated contract. If the parties mutually agree, they can meet and confer over specific range changes during the term of this contract. The pay range ratified and published in the successor agreement will reflect the current highest salary of any incumbent in that classification.

SECTION 16. WAGE SCALE PROGRESSION

- A. **STEP PLACEMENT AND INCREASES.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the

rate designated under the first (1st) step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first (1st) or second (2nd) step, he/she shall advance to the next step. After he/she has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third (3rd) or fourth (4th) step, he/she shall advance to the next step.

In classifications with seven (7) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred four (104) full-time biweekly pay periods of continuous service in the same classification at the fifth (5th) step, he/she shall advance to the next step; after an employee completes the equivalent of fifty-two (52) full-time biweekly pay periods of continuous service in the same classification at the sixth (6th) step, he/she shall advance to the next step.

B. Effective July 1, 2007, persons employed as Infection Preventionist or Quality Coordinators, shall advance through their respective wage scales as follows:

Step 1 to Step 2	Six (6) months	Thirteen (13) biweekly pay periods
Step 2 to Step 3	Six (6) months	Thirteen (13) biweekly pay periods
Step 3 to Step 4	One (1) year	Twenty-six (26) biweekly pay periods
Step 4 to Step 5	One (1) year	Twenty-six (26) biweekly pay periods
Step 5 to Step 6	Two (2) years	Fifty-Two (52) biweekly pay periods
Step 6 to Step 7	Two (2) years	Fifty-Two (52) biweekly pay periods
Step 7 to Step 8	Five (5) years	One hundred thirty (130) biweekly pay periods
Step 8 to Step 9	Five (5) years	One hundred thirty (130) biweekly pay periods
Step 9 to Longevity	Seven (7) years	One hundred eighty two (182) biweekly pay periods

C. DATE OF STEP INCREASES. The effective date of a step increase shall always be the first (1st) day of a biweekly pay period. If the employee completes the hours stated in Subsection A during the first five (5) calendar days of a pay period, excluding holidays, the

advancement shall be effective on the first (1st) day of that pay period; otherwise, the anniversary date shall be the first (1st) day of the succeeding biweekly pay period.

D. APPOINTMENT ABOVE THE FIRST STEP. Where a classification step schedule begins at step two (2), three (3), or four (4), a newly hired employee shall be placed at the lowest step of that schedule after which further increments shall occur as set forth in Subsection A. An initial placement on the wage scale may be made at any step, provided the request has been authorized by the AHS Human Resources Department.

E. CLASSIFICATIONS WITHOUT STEPS. A recommendation for initial placement will be made by the Department Head subject to the approval of the AHS Human Resources Department. Persons occupying classifications with a salary range in lieu of salary steps shall be subject to annual salary reviews on or about July 1st of each year. Any increase shall be approved by the Department Head and the Director of Human Resources and be effective July 1st of each year.

F. PAY FOR TRANSFERS/PROMOTIONS.

1. An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in a reduction in pay, and thereafter shall advance in the schedule in accordance with Subsection A.
2. An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with Subsection A.
3. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least three percent (3%) above the rate he/she was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than five percent (5%), the length of time required to be served in the new salary step as provided in Subsection A shall be reduced by one-half (1/2). Thereafter, the employee shall advance in the schedule in accordance with Subsection A.

G. EFFECT OF ABSENCE ON WAGE INCREMENTS. For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on his/her regular schedule:

1. Absence on authorized leave with pay and absence on military leave.

Any absence within the first two (2) biweekly pay periods of service which would have been compensated for had it not fallen within such period.

SECTION 17. BILINGUAL PAY

A. POSITIONS DESIGNATED BILINGUAL. Upon the recommendation of the Department Head and the approval of the Director of Human Resources, a person occupying a position designated as requiring fluency in a language other than English

shall receive an additional \$30.00 per pay period. A person occupying such a position and having proficiency in three or more languages shall receive \$35.00 per pay period provided that such a person is required to utilize such additional languages in the course of his/her duties for AHS.

- B. BILINGUAL PAY FOR SERVICES REQUESTED.** An employee who has taken and passed a bilingual proficiency test coordinated by the AHS Human Resources Department and administered by a person who has been certified as bilingual proficient (including sign language for the deaf) shall be compensated \$30.00 in any pay period in which the employee is directed by the Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and AHS's determination as to an employee's bilingual competency shall not be subject to the grievance procedure. Employee's who are currently receiving bilingual pay under Paragraph A of this section because they occupy a designated bilingual position are not eligible for compensation under this paragraph.

SECTION 18. ON-CALL AND DIFFERENTIALS

A. ON-CALL AND CALL-BACK WHEN ON CALL

Employees in Clinical Nurse IV positions shall be compensated at 50% of the employee's hourly rate for on-call duty when assigned to operating and delivery room work. If such an employee is called to work when on-call, he/she shall be compensated at time and one half of the employee's hourly rate.

B. WEEKEND SHIFT DIFFERENTIALS

Employees occupying the positions of Clinical Nurse IV and Clinical Nurse V shall receive a differential of 20% based on their hourly rate when assigned a majority of a shift to a twenty-four (24) hour unit and work in excess of two (2) daily weekend shifts in a consecutive two (2) week calendar within a pay period.

Individual employees may waive this premium payment.

C. SHIFT DIFFERENTIALS

1. **Application.** This subsection shall apply only to employees assigned to work a shift other than day shift.
2. **Definitions.** For the purposes of this Section 18.C the following definitions shall apply to employees scheduled to work shifts of no more than eight hours:
 - a. A "PM Shift" means a scheduled shift in which five eighths of the shift occurs between 4:30 PM and 12:00 AM.
 - b. A "Night Shift" means a scheduled shift in which five eighths of the shift occurs between 11:00 PM and 7:00 AM.

- c. “Base pay” means the hourly pay rate for each classification as listed in Appendix A.
- 3. Differentials for CN IV, CN V and effective July 1, 2007 For Supervising Clinical Lab Scientists, Supervising Radiology Technicians, and Supervising Respiratory Care Practitioners.
 - a. Employees who work a PM shift shall be paid a differential of 11% calculated on their base pay.
 - b. Employees who work a night shift shall be paid a differential of 15.5% calculated on their base pay.
 - c. Shift differentials for employee employed on alternative shifts in excess of 8 hours shall be compensated in accordance with those arrangements.
- 4. Effective July 1, 2007, Differentials for Food Services Supervisors, Housekeeping Supervisors, Medical Social Work Supervisors, and Supervising Clerk I.
 - a. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay
 - b. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.

SECTION 19. HEALTH AND DENTAL PLANS

A. HEALTH PLAN COVERAGE.

1. Health Plan Coverage for Full-Time Employees

- a. AHS shall contribute toward the monthly provider’s charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, up to but not exceeding the actual monthly charges established by the Kaiser Health Foundation for the same benefit coverage. In no event shall the AHS contribution exceed the premium of the option selected. See Section 19.A.3, 4 and 5 for employee contributions starting January 1, 2011.

Employees shall be notified of changes and or modifications of plans during open enrollment each year.

- b. AHS’s contribution toward the provider’s charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS’s contribution shall be as specified in 19.A.5.

2. **Health Plan Coverage for Employees Regularly Scheduled to Work Less than the Regular Work Week.** Any employee who is regularly scheduled to work less than the regular work week for the job classification shall be entitled to elect coverage as provided in Section 19.A.1 for full time employees; provided, however, that the employee is on paid status at least 50% of the regular full-time work week for the job classification.

AHS's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period, provided the employee is on paid status at least 50% of the regular full-time biweekly pay period.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the regular full-time biweekly schedule for the job classification, who were on the Alameda County payroll for the pay period beginning April 1, 1979, and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part time service, (2) a break in health plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed AHS's contribution for coverage of full-time employees in comparable classes. See Section 19.A.5. below for how part time employee contributions are handled starting January 1, 2011.

3. Employee Contributions for the various plans on offer starting January 1, 2011 will be:

Kaiser and Pacific Care High Option Plans	10%
Kaiser and Pacific Care Medium Option Plan	5%
Kaiser Low Option Plan	No Contribution

All payroll deductions will pre-tax.

4. The 2013 and 2014 plan year subsidy will be:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$30	Kaiser and Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$50,000 to \$75,000	\$20	Kaiser an Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$75,000	No Subsidy	

The above subsidy applies to part time employees who are eligible for health and welfare benefits as well; the level of the subsidy is determined by taking the employee's rate and multiplying by 2,080 hours to determine the full time equivalent base salary.

5. Part time employees contribute according to the following scale based on their FTE:

FTE	Employee Contribution- High Option Plans	Employee Contribution- Medium Option Plans
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
.50	20%	10%
.60	18%	9%
.70	16%	8%
.80	14%	7%
.90	12%	6%
1.00	10%	5%

6. **Duplicative Coverage:** This section applies to married AHS employees or employees with domestic partners, as defined in Appendix C, when both are employed by AHS. The intent of this Section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees or employees with a domestic partner, (as defined in Appendix C) both employed by AHS, shall be entitled to one choice from the plan offerings. Starting January 1, 2011, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS are not be eligible for either share the savings or double health and/or dental coverage.
7. **Effect of Authorized Leave Without Pay on Health Plan Coverage:** Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the providers

Those whose health plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.

8. **Open Enrollment:** Eligible employees may choose from among options available during the open enrollment period in the Fall of each year.
9. Employees who participate in the AHS Wellness Program Biometrics and Health Risk Assessments and who subsequently cooperate with the program after the assessment will receive a 10% discount on the dollar amount of health benefits premium that is being deducted from their paychecks. Said discount will continue as long as that cooperation continues. AHS will only receive general reports of that cooperation from the TPA without any specifics that would violate HIPAA.

B. DENTAL PLANS.

1. Dental Plan Coverage for Full-Time Employees:

- a. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including a domestic partner (as defined in Appendix C) and their dependents, provided that the employee is on paid status at least 50 percent of the regular full time pay period for the job classification. Eligible full-time employees may elect any one of the dental plan options provided.

2. Dental Plan Coverage for Less than Full-Time Employees:

- a. AHS shall contribute the full cost of the provider's charge for a dental plan for less than full time employees and their dependents, provided, however, that the employee is on paid status at least 50% of the regular full-time work week for the job classification.

The dental plan shall provide the same benefit coverage as for full-time employees. To participate, an employee working in a classification normally subject to a 40-hour work week must be on paid status at least 40 hours in each and every biweekly pay period.

To establish eligibility to participate, an employee must have been on paid status at least 40 hours in each of the seven consecutive biweekly pay periods. After eligibility to participate is achieved, should an employee fail to have been on paid status at least 40 hours in any biweekly pay period eligibility to participate must be re-established by subsequently being on paid status at least 40 hours in each of seven consecutive biweekly pay period.

- b. The parties agree to implement the following change in the dental plan contribution when such modification is made for 50% of the Medical Center's workforce:

The Medical Center shall pay a prorated share of the full cost of the dental plan based on percentage of time an employee works provided the employee is on paid status at least 50% of the regular full-time work week.

3. **Dental Plan Premium Payment on Final Paycheck Before Authorized Leave Without Pay or Employee Separation:** AHS shall make a dental plan premium payment on a final paycheck before an authorized leave without pay or an employee separation, provided that an employee is on paid status at least one-half of the scheduled hours for the employee's classification in the employee's last biweekly pay period. Therefore, an employee working in a classification normally subject to an 80-hour biweekly pay period must have been in paid status at least 40 hours in the last biweekly pay period.
 4. **Effect of Authorized Leave Without Pay:** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work shall retain dental plan eligibility as further provided:
 - a. Full-time and Part Time employees regularly scheduled to work 50% time or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten (10) pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.

Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums, and waiting periods. Coverage begins at the 10th pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.
 5. **30-Day Re-Enrollment:** For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's dental plan coverage is no longer available, may, within thirty calendar days of such loss of coverage, enroll in an AHS plan as a new member.
 6. **Open Enrollment:** Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).
- C. **CHANGES TO PLAN.** In the event that AHS wishes to explore health and dental plans to be provided through alternate carriers or with modified plan designs, The Medical Center will notify ACMEA of its intent. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.

SECTION 20. DISABILITY INSURANCE BENEFITS

A. **PARTICIPATION.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.

B. **DISABILITY INSURANCE BENEFITS.**

1. **Payment of SDI Premiums.**

- a. SDI premiums shall be shared equally by the employee and AHS.
- b. The Medical Center will discontinue any contribution toward the cost of State Disability Insurance when such modification is made for 50% of the Medical Center's workforce.

2. **Employee Options.** There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits as follows:

- a. **Option 1.** Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary major medical supplemental paid sick leave, or
- b. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary major medical supplemental paid sick leave, unless the employee provides written notice to the Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.

3. **Amount of Supplement.** The amount of the supplement provided in subsection 20.B.2 hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions specified in Section 19 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 8 herein.

6. **Holidays in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, the holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 21. GROUP TERM LIFE INSURANCE

Employees shall be provided, at AHS expense, group term life insurance in the amount of \$25,000, said coverage being reduced by 35 percent at the age of 65 and to \$2,500 at age 70. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with AHS.

SECTION 22. LONG TERM DISABILITY INSURANCE POLICY

A long term disability insurance policy will be made available for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 23. JOB-RELATED EXPENSES REIMBURSEMENT PLAN

Sections 23.A. through E. apply only to exempt and certain non-exempt employees (see Section 14.E. for non-exempt eligibility).

- A. **ELIGIBILITY.** AHS encourages employees to be well-trained and informed and encourages the acquisition and use of modern tools and technology for work-related purposes. Each employee who is employed and on paid status in a position covered by this MOU during the last pay period falling wholly within the month of December of any year shall be reimbursed as set forth below for job-related expenses up to the

amount specified in Subsection B if the employee was on full-time status during the qualifying pay period, and a prorated lesser allowance if on less than full-time status during that pay period or if he/she leaves AHS service or leaves a position covered by this MOU for a position without such designation prior to the end of the calendar year following the qualifying pay period. A person who is hired into a position covered by this MOU after the qualifying pay period shall not be entitled to job-related expense reimbursement. CN IVs, HIM Coders, and Food Service Supervisors (only for continuing education) are eligible for this benefit regardless of their non-exempt status.

AMOUNTS AND ALLOCATION. Each ACMEA represented employee who is employed and on a paid status in a management designated position during the first pay period of any year shall be reimbursed as set forth below for job related expenses up to \$850 per calendar year; or a lesser prorated amount if on a less than full-time status. If the ACMEA represented employee leaves AHS service the biweekly accrual amount will end with the final pay period worked as a management employee.

USAGE. Reimbursement may be made for all actual and necessary expenses for job-related (1) training and conferences (2) technical, managerial, or professional publications; (3) tools and technology; and (4) membership dues in professional organizations deemed by the Department Head to be in the interest of the AHS, and in civic, fraternal, service and cultural organizations, membership in which is deemed by the Department Head to be of significant importance to the AHS in terms of its goals and objectives. In addition, reimbursement may be made under this Section for job required licenses, certification or Federal, State, or Board registration expenses provided that they are approved by the Department Head and are not currently being reimbursed by the Department. Fees for all licenses issued by the Department of Motor Vehicles are not reimbursable under this section.

Each employee must utilize at least one-third of the annual allocation for education (to complete CE requirements), training and conferences and education to further the employee's knowledge in his/her field.

Any funds that remain at the end of the calendar year shall be placed in a Leadership Development Fund for the exclusive use of ACMEA members. AHS shall direct the allocation of the funds and the training to be provided after consultation with ACMEA.

- B. **CLAIMS.** Claims for reimbursement hereunder shall be submitted to the Department Head who shall, following the last payday in June (first reimbursement period) and December of any year (second reimbursement period), certify to the Chief Financial Officer the amount of the reimbursement for each eligible employee during the specified reimbursement period which are deemed by the Department Head to be job related and approved for reimbursement, and the sums so certified shall thereafter be paid.

The amount of the reimbursement for the period following the last payday in June shall not exceed 1/2 of the annual limit (prorated for less than full time employees). Any unclaimed balance remaining from the first reimbursement period may be claimed with the second reimbursement period.

- C. **TAXABILITY.** During the term of this Agreement, AHS agrees to seek legal review of the reimbursement for Job Related Expenses to determine whether or not the some or all of the management benefits covered under this provision are exempt from taxation.

SECTION 24. Labor Management Committee

AHS agrees to establish a Labor Management Committee with ACMEA and meet at the union's request no more than four times a year (unless the parties agree to more meetings) to discuss training and development opportunities and other matters of mutual interest.

SECTION 25. CAFETERIA BENEFIT PLAN

- A. The 2008 Cafeteria Plan contribution of \$1,650 or 79.3 cents per hour, will continue to be added to base salary.

SECTION 26. PENSION PLAN

Pension benefits are provided to AHS employees under the ACERA pension plan (the "ACERA Plan"). AHS agrees to participate in the ACERA plan for the life of this MOU.

SECTION 27. MILEAGE

- A. **MILEAGE RATES PAYABLE.** Subject to the provisions of this section mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time.
- B. **MINIMUM ALLOWANCE.** An employee who is required by the Department Head to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her Department Head to use his/her private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12) per month for any such month.
- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Department Head to use a private automobile on AHS business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of AHS, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall

submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's AHS business destination shall be compensable as provided above.

- E. **AUTHORIZED MILEAGE CLAIMS.** When an employee is authorized to use his/her privately-owned vehicle on AHS business, mileage may be allowed in accordance with the following provisions:

1. **Definitions.**

- a. **"Worksite,"** as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one (1) worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.
- b. **"Commute mileage"** as used in this Section, is the amount of one-way mileage between the employee's home and the employee's assigned worksite.
- c. **"First point of contact,"** as used in this Section, means the first site where, on any given workday, the employee conducts business. If an employee has a first point of contact, which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.
- d. **"Last point of contact,"** as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact, which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.

2. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.

An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

SECTION 28. EFFECT OF LEGALLY MANDATED CHANGES

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate supplement or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

SECTION 29. HIRING PRACTICES

A. POSTING VACANCIES.

1. **Posting of Vacancies.** When vacancies occur in M-designated positions, notices of such vacancies shall be posted electronically concurrent with advertising to the general public, for seven (7) calendar days prior to interviews for the vacancy. This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed ninety (90) days prior to filling the position. The foregoing ninety (90) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.
2. **Notice to Association.** When vacancies occur in M-designated positions, the Association shall have an opportunity to send potential applicants. The Medical Center may employ the applicant who, in its judgment, is the most qualified.
3. **Special Job Requirements.** Special job requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency).

B. TRANSFER WITHIN CLASSIFICATION. In the case of a permanent full-time or regular part-time vacancy, employees shall upon written bid, be considered for the posted vacancy if they meet the qualifications of the posted job and if their work performance has been satisfactory on their current job. Special program requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency). Qualifications, experience and seniority of applicants will be considered by the hiring manager filling the position. In the event AHS involuntarily transfers an employee covered by this MOU it shall state its reasons for the transfer.

C. PROMOTIONAL OPPORTUNITIES. AHS confirms its commitment to permit and encourage the filling of higher classes by promotion. Pursuant to this commitment AHS commits to consider internal candidates for all position vacancies and to provide opportunities for promotion of current employees to promotional positions, provided these employees possess adequate qualifications, experience, skills and abilities to satisfactorily perform the job. In addition, AHS agrees to interview the three (3) most

senior qualified applicants for any opening, along with other candidates selected by the Human Resources Department.

- D. **PRE-TAX PARKING** Alameda County Medical Center is committed to establishing a pre-tax parking program, pursuant to Internal Revenue Code 132(f), to allow employees the ability to use pre-tax dollars to pay for qualified work-related parking fees. As soon as reasonably feasible following the adoption of the successor ACMEA Memorandum of Understanding, Alameda County Medical Center will commence steps to implement a pre-tax parking program.

SECTION 30. CLASSIFICATION AND RECLASSIFICATION

- A. AHS shall continue to use the classifications listed in Appendix A of the MOU and agrees that any proposed changes in classifications, titles, job descriptions and proposed new classifications, for which a portion of the job duties are the same or similar in nature to those performed by employees in classifications listed in Appendix A, shall be subject to the meet and confer process with the Association. In the event the parties reach impasse, the Association may appeal the matter to an adjustment panel composed of two (2) representatives of the Association, two (2) representatives of AHS and a State mediator agreeable to both parties. The recommendation of the adjustment panel shall be referred to the Human Resources Committee of the AHS Board of Trustees. The decision of the Human Resources Committee shall be final.
- B. **EMPLOYEE REQUEST FOR RECLASSIFICATION**. An employee who believes that he/she is being worked out of classification, and who believes that there has been a substantial change in his/her duties, which are not covered by the classification, may first request a review and resolution by the Human Resources Department. The Human Resources Department agrees to respond to the request within forty-five (45) calendar days. If the issue remains unresolved, he/she may submit the matter for resolution through the grievance procedure. The date of the response from the Human Resources Department shall be the effective date of any classification and/or pay change.
- C. **TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION**. An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
1. The full range of duties of the higher-level position has been specifically assigned in writing by the Department Manager.
 2. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.

3. Compensation for temporary assignment to a higher level position shall be as follows:
 - a. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1st) day of such services in a twelve (12) month period.
 - b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than an AHS appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
 - c. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
 - 1) Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.

Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate. At the end of an out of class assignment, the employee will be returned to his/her permanent title.

- D. Services as Needed (SAN) employees who work regular, repeating schedules in the same position and job for at least six months and who are not working that schedule replacing a permanent employee out on a medical leave or filling in shifts for various absent employees may request a permanent position with an FTE commensurate with the average number of hours worked in said six months.

SECTION 31. SENIORITY

- A. **SENIORITY DEFINED.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's most recent date of hire. As an exception to the above, seniority for the purposes of displacement shall be based on the employee's total accrual of regular hours paid in his/her employment.
- B. **TRANSITION.** Employees who were employed by the County of Alameda and who were hired by AHS on January 10, 1999 without a break in employment shall retain their County hire date for seniority purposes.

- C. **BREAK IN SERVICE.** For the purposes of this Section 30 a “break in service” shall be the following:
1. A resignation;
 2. Retirement;
 3. A termination for cause;
 4. A displacement exceeding twenty-four (24) months.
- D. **ADJUSTMENT OF SENIORITY DATE.** An employee’s seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six (6) months.
- E. **TIES IN SENIORITY.** In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.

SECTION 32. NOTICE OF LAYOFFS

If AHS is planning a reduction in force that may impact employees covered by this MOU it shall give sixty days written notice to the Association. Upon written request by the Association, the Medical Center shall meet and confer with the Association to review the reasons and necessity for the layoff, consider the Association’s suggestions regarding alternatives and to meet and confer over the impact. Issues the parties may consider include early retirement, retirement enhancement and severance arrangements.

Where practical, AHS shall attempt to retain AHS employees in favor of non-AHS employees in those areas affected by a layoff.

AHS agrees that layoffs are done by seniority by title based on total hours worked for AHS and Alameda County when the medical center was under the County; however, the CHRO has discretion to determine whether employees are qualified for positions to which they might have seniority displacement rights. The CHRO’s determination can be appealed to the CEO whose decision will be final.

Employees shall be returned from layoff in the order of seniority.

The recall rights of employees represented by ACMEA entitle the employees to be recalled based on seniority, for placement to any vacant position in the same classification held at the time of the layoff. Recall rights following a layoff shall continue for two (2) years from the date of layoff.

In addition, employees represented by ACMEA who are laid off are encouraged to apply for current and future vacant positions for which they possess the minimum qualifications. Vacant positions will be posted in the usual manner. Any ACMEA represented employee who meets the minimum qualifications for a posted position shall receive an interview with the hiring manager.

Selection will be based on knowledge, skills and ability, reliability and performance as well as pertinent labor agreements, if applicable.

SECTION 33. PROBATIONARY PERIOD

- A. **NEWLY HIRED EMPLOYEES.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hire date.
- B. **PROMOTION.** If AHS determines that an employee promoted to a position covered by this MOU will not successfully complete probation, the employee may fall back to his/her prior classification though not necessarily his/her prior position if probation was successfully completed in that classification.

When an employee initially appointed "interim", is appointed to the position, the time served as interim will count towards the completion of the probation period in the higher level position.

- C. **TRANSFERS DURING THE PROBATION PERIOD.** An employee may not transfer to another position within AHS during his/her probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Section 37. An employee who so transfers shall commence a new probation period.
- D. **GRIEVABILITY OF DISCHARGES OF PROBATIONARY EMPLOYEES.** Any employee serving a probation period may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Section 2, No Discrimination.

SECTION 34. EVALUATIONS

- A. **PURPOSE.** The purpose of evaluations is to assist the employee in his/her development. Evaluations shall not be a substitute for or an initiation of the disciplinary process, but will serve to notify an employee that his/her performance or attendance is marginal and may lead to discipline.
- B. **TIMING/SCOPE.**
 - 1. AHS shall make best efforts to conduct a performance evaluation for each employee on an annual basis. Newly hired employees, generally, will receive a written evaluation upon completion of thirty (30) and ninety (90) days of employment.
 - 2. The written performance evaluation shall cover the period since the last evaluation.
 - 3. The employee's supervisor shall meet with the employee to review the employee's written evaluation.

4. The employee shall be entitled to add his/her written rebuttal, which will then be filed in the employee's personnel (H.R.) file with the evaluation.
5. Evaluations are not subject to Section 37, Grievance Procedure.

SECTION 35. DISCIPLINE AND DISCHARGE

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature. Services as Needed (SAN) employees serve at the pleasure of AHS, do not have tenure and may be terminated at will. They are not subject to this section nor is a SAN termination subject to Section 37, Grievance Procedure.

A. COUNSELING/WARNINGS.

1. **Counseling.** If an employee's performance or conduct is unsatisfactory, his/her supervisor may issue an informal verbal or written counseling. Counselings should address performance or conduct, which if not improved, may result in formal disciplinary action. Documentation, if any, of such counseling, shall be given to the employee at the time of the counseling, or soon thereafter. A written record of a counseling will not be placed in the employee's personnel file, unless it results in subsequent disciplinary action. Because a counseling is not grievable, an employee may submit a written rebuttal.
2. **Written Reprimand/Warning.** A written reprimand/warning may be prepared by the supervisor and will be placed in the employee's personnel file.

B. RECOMMENDED SUSPENSIONS AND TERMINATIONS. A recommended suspension/termination must be served on the employee in person or mailed. The notice should include:

1. A statement of the nature of the disciplinary action.
2. A statement of the cause of the action.
3. A statement in ordinary and concise language of the act or omission upon which the action is based.
4. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing, and time frames for responding.

C. NOTICE OF TERMINATION. In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony the Department Manager or his/her designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such

ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Association, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.

- D. **APPEALS OF WRITTEN REPRIMANDS/WARNINGS.** A written reprimand may be appealed through the Grievance Procedure, Section 37, through the Step 3 level (CEO or designee). Employees may attach a rebuttal to any letter of reprimand/warning to be placed in the employee's personnel file.
- E. **APPEAL OF SKELLY DECISION.** The Association or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Section 37, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).
- F. **WEINGARTEN RIGHTS.**
1. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter of Weingarten v. NLRB, as modified by the courts and the NLRB.
 2. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.
- G. **PERSONNEL FILES.**
1. **Review of Personnel Files.** An employee, alone or accompanied by an Association Representative, shall have the right to review his/her personnel file maintained by the Human Resources Department or authorize his/her Association Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee, the Association Representative may request a copy of the employee's personnel file. AHS shall provide one copy of the file without charge. AHS may verify any written authorization. The Association's access to an employee's personnel file shall be for good cause only. Such inspections shall be arranged in advance with Human Resources. Third party reference material from sources outside AHS shall not be made available to the employee or an Association Representative.
 2. **Placement and Removal of Disciplinary Material in Personnel File.** No disciplinary material shall be inserted in an employee's personnel file without his/her prior notice. Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after five (5) years from the date of the letter or warning, provided AHS has not initiated any

subsequent corrective action of the employee. All requests must be presented in writing to the Department Manager.

SECTION 36. GRIEVANCE PROCEDURE

- A. **EMPLOYEE GRIEVANCE.** If an employee or the Association has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Subsection A. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the Association that AHS has violated written AHS/departmental rules or a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.
- B. **MEETING WITH SUPERVISOR.** As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred. This preliminary step shall not apply to Association Grievances under Subsection H.
- C. **STEP 1. SUBMISSION OF WRITTEN GRIEVANCE TO SECTION HEAD*.** If the grievance or complaint is not resolved after meeting with the supervisor, or the supervisor refuses to meet, it shall be set forth in writing and submitted to the Department Manager. The grievance shall state:
1. The section of the MOU that has been allegedly breached;
 2. The facts upon which it is based;
 3. The remedy that is sought;
 4. The date of the informal meeting with the supervisor.
- Within ten (10) days of the written submission, the Section Head, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the employee/ Association of each other's position including the supporting rationale. If the grievance is not settled, within ten (10) days of the Step 1 response either party may request in writing that it be referred to the next step.
- D. **STEP 2. SUBMISSION OF GRIEVANCE TO DIVISION HEAD.** Within ten (10) days of receiving the request, there shall be a Step 2 meeting with the Division Head, or the Division Head shall provide a written response. Although no meeting is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the Division Head may conduct. If the grievance is not settled, within ten (10) days of the Step 2 response either party may request in writing that it be referred to the next step.
- E. **STEP 3. MEETING WITH THE CEO.** Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee. AHS shall provide the

Association with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.

- F. **STEP 4. ARBITRATION.** AHS and the Association shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party.
- G. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the AHS's Chief of Human Resources or designee, and the employee or his/her representative. If the Chief of Human Resources or designee, and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Chief of Human Resources or designee and the employee or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
- H. **ASSOCIATION GRIEVANCES.** The Association may in its own name file a grievance alleging that AHS has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of AHS. Such Association grievances shall be filed with the Chief Executive Officer and determined pursuant to the provisions of Step 3 of the Grievance Procedure.
- I. **TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 within sixty (60) calendar days of the date upon which the grievant or the Association knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than sixty (60) days from the date of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.
- J. **AUTHORITY OF ARBITRATOR.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- K. **DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 36.

SECTION 37. AFFIRMATIVE ACTION

Both AHS and the Association hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the Affirmative Action Program AHS.

- A. **APPOINTMENT OF COMMITTEE.** The Association may appoint a committee consisting of two (2) full-time or less than full-time employees as Association representatives to meet with the Equal Opportunity Programs Manager, provided, however, that the employee shall only be granted paid release time for meetings during those hours which the employee would have been regularly scheduled to work.
- B. **MEETINGS.** The Affirmative Action Committee shall meet quarterly, or more frequently by mutual agreement of the parties, at times and places to be decided by the parties.
- C. **RECOMMENDATIONS.** The recommendations and deliberations of said Committee shall be advisory to the AHS including its departments, and personnel.
- D. **GOALS.** The goals and objectives of said Committee shall be the following:
 - 1. Achieve prompt and full utilization of minorities, women, the disabled and older workers at all levels and in all segments of AHS's workforce; and
 - 2. Modify policies, procedures and practices, which result in discriminatory practices.

SECTION 38. DEPARTMENT HEAD DEFINED

"Department Manager," as used in this Memorandum of Understanding, shall include the Department Manager designee.

SECTION 39. NO STRIKE – NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned workstation, during the life of this Memorandum of Understanding. The Association agrees to assist AHS in enforcing the provision of this Section.

SECTION 40. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 41. ENACTMENT

It is agreed that this MOU shall be submitted to the Alameda Health System Board of Trustees by the Director of Human Resources. Upon approval by the Board, this Memorandum of Understanding shall thereafter become binding on AHS.

SECTION 42. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

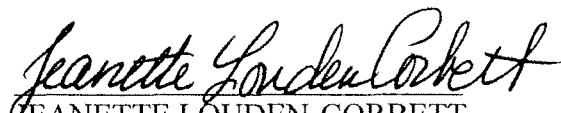
SECTION 44. TERM OF AGREEMENT


Except to the extent provided otherwise, this Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full effect to and including December 31, 2014.

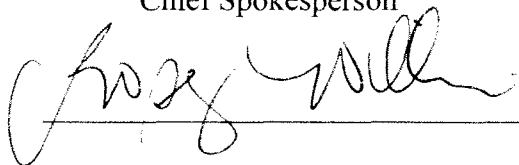
Signed and entered into this 18 day of December, 2013.

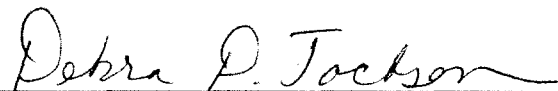
AHS

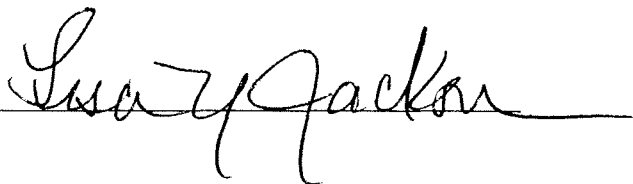
ACMEA


JEANETTE LOUDEN-CORBETT
Chief Human Resources Officer


SUSAN ROSENTHAL
Chief Spokesperson







APPENDIX A JOB CLASSIFICATIONS

Listed herein are all those Alameda Health System Job Classifications represented by the Alameda County Management Employees Association, General Management and Confidential Representation Unit.

Classification
Accountant III
Accredited Record Technician
Administrative Specialist I
Administrative Specialist II
Advanced Life Support Coord
Asst Controller
Asst Manager, Patients Accts
ASST MGR, Payroll
Chaplain
Clinical Nurse IV-NonSpecialty Units
Clinical Nurse IV-NonSpecialty Units(SAN)
Clinical Nurse IV-Specialty Units
Clinical Nurse IV-Specialty Units (SAN)
Dental Staff Supervisor
DIR, Dental
Financial Services Officer
Financial Svcs Specialist I
Financial Svcs Specialist II
Food Service Supervisor
Health Services Officer I
Heathcare Revenue Analyst
HIM Coder I
HIM Coder II
HIM Coder III
Housekeeping Supervisor
Infection Control Preventionist
Information Systems Analyst

Information Systems Specialist
Lead Infection Control Preventionist
MGR, OCC THERAPY-PHYS DISABLTY
Medical Social Work Suprvsr
Occupational Therapist III
Operator Supervisor
Outpatient Psych Svc Adm Coord
Patient Accounting Supervisor
Physical Therapist III
Program Administrator I
Program Specialist
Quality Coordinator
Rehab Admissions Coord
Secretary II
Senior Accountant
Senior Info Systems Specialist
Senior Psych Social Worker
Senior Rehab Counselor
Speech Pathologist III
Supervising Admin Specialist
Supervising Clerk I
Supervising Clerk II
Supervising Clerk III
Supervising Clerk III (SAN)
Supervising Clin Lab Scientist
Supervising Librarian
Supervising Radiology Technol
Supervising Respir Care Pract
SUPERVISOR, CARDIOLOGY SVCS
Supervisor, HIM Operations

Appendix B

(See Article 1 about titles below unrepresented as of the date this Agreement was signed.)

Title
ADMIN MEDICAL COORDINATOR
ADMINISTRATIVE & PROJECT ASST
ASST DIR, RESPIRATORY CARE SVC
BUSINESS ANALYST
CLAIMS AND CONTRACTING ANALYST
CLINICAL INSTRUCTOR I
CLINICAL INSTRUCTOR II
CLINICAL SERVICES ANALYST
CLINICIAN, OB CASE MANAGEMENT
COMM. INJ. PREV. COORD
CONTRACT SPECIALIST
CREDENTIALING COORDINATOR
DATA ANALYST
HEALTH SERVICES PROGRAM ADM
INFORMATION SYS ADMINISTRATOR
IT PROJECT MANAGER
KPO SPECIALIST/INSTRUCTOR
LEAD APPLICATIONS ANALYST
LEAD ENTERPRISE SYS ARCHITECT
MED AFFAIRS RESOURCES ANALYST
MEDICAL PROGRAM COORDINATOR
MGR, ACCOUNTS PAYABLE
MGR, APPLS DEVELOP & SUPPORT
MGR, CASE MANAGEMENT
MGR, CLINICAL LAB OPERATIONS
MGR, CLINICAL SURGERY SVCS
MGR, DISTRIBUTION
MGR, GME-CME PROGRAM
MGR, HEALTH SERVICES
MGR, HIM CODING
MGR, HIM OPERATIONS
MGR, INTERPRETATION SERVICES
MGR, MEDICAL HOME PROGRAM
MGR, MODEL NEIGHBORHOOD PROGRAM
MGR, PHARMACY OPERATIONS
MGR, PRIVACY COMPLIANCE

MGR, READMISSIONS PROJECT
MGR, REVENUE INTEGRITY
MGR, STAFFING OFFICE
MGR, TECHNICAL SUPPORT
MGR, TELECOMMUNICATION & NETWK
NETWORK ENGINEER
OUTREACH COORDINATOR MNP
PALLIATIVE CARE COORDINATOR
PATIENT AFFAIRS OFFICER
PHARMACY SERVICES COORDINATOR
PHYSIATRIST
PODIATRIST
PROGRAM ADMIN, HOPE CENTER
PROJ COORD, NURSING SERVICES
PROJ COORD,CARDIOVASC & IMAGIN
PROJECT ASSISTANT
PROJECT COORDINAT, FISCAL SVCS
PSYCHOSOCIAL PROGRAM ADMIN
QUALITY ANALYST
REVENUE INTEGRITY AUDITOR
SR ANALYST PAYROLL SYS PROCESS
SR APPLICATIONS ANALYST
SR ASSOC PJT MGMT&BUS DEVELMT
SR ASSOC PUBLIC RELATIONS COMM
SR BUSINESS DEVELOPMNT CONSULT
SR BUSINESS DEVELOPMNT CONSULT
SR CLINICAL INSTRUCTOR
SR REVENUE CYCLE ANALYST
SR SYSTEMS ANALYST
SR TELECOMMUNICATIONS TECH
SUPV, CERT NURSE MIDWIFE
SUPV, CHARGE DESC MASTER
SUPV, ENGINEERING SVCS
SURGICAL SERVICES IT COORD
YOUTH DEVELOPMENT COORD. MNP

APPENDIX C

DOMESTIC PARTNER DEFINED

A “domestic partnership” shall exist between two persons, one of whom is an employee of AHS, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the “domestic partner” of the other if they both complete, sign and cause to be filed with AHS an “Affidavit of Domestic Partnership” attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify AHS if there is a change of circumstances attested to in the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a statement with AHS. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with AHS.

APPENDIX D

SPECIAL PAY PROVISIONS

1. Employees in the classification Supervising Clerk I, II, or III who supervise employees assigned and performing nursing ward clerk duties shall receive an additional 5% when performing such duties.
2. Medical Social Work Supervisor are eligible for the following differentials:
 - 3% State Social Worker License
 - 2% Extra hours on call
 - 5% Administration of the Sexual Assault Grant
 - 2% Administration of the FEMA Grant

Appendix E Salary Schedule (effective February 17, 2013, Pay Period 13-06)

Step Titles

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accountant III	\$36.3988	\$38.2435	\$40.0989	\$42.1995	\$44.1189					
Accredited Record Technician	\$29.3825	\$31.8137	\$34.2129	\$36.6335	\$39.0219					
Administrative Specialist I	\$28.5721	\$29.9477	\$31.3979	\$32.9440	\$34.5541					
Administrative Specialist II	\$28.6787	\$30.0649	\$31.5471	\$33.0613	\$34.6821	\$36.3668	\$38.1476			
Advanced Life Support Coord		\$56.6054	\$59.2178	\$63.1418	\$67.3324	\$68.6547	\$70.0089			
Asst Manager, Patients Accts	\$33.0293	\$34.7140	\$36.3668	\$38.2009	\$40.0029					
Chaplain	\$31.1099	\$32.8480	\$34.5008	\$36.2496	\$37.9663					
Clinical Nurse IV-NonSpecialty Units		\$53.5237	\$55.9975	\$59.7084	\$63.6643	\$64.9225	\$66.2021			
Clinical Nurse IV-NonSpecialty Units(SAN)		\$55.1043	\$57.6523	\$61.4744	\$65.5491	\$66.8451	\$68.1631			
Clinical Nurse IV-Specialty Units		\$56.6054	\$59.2178	\$63.1418	\$67.3324	\$68.6547	\$70.0089			
Clinical Nurse IV-Specialty Units (SAN)		\$58.2784	\$60.9692	\$65.0109	\$69.3273	\$70.6892	\$72.0840			
Dental Staff Supervisor	\$28.0176	\$29.3718	\$30.9074	\$32.4642	\$33.9037					
Financial Services Officer	\$38.6167	\$40.5042	\$42.4874	\$44.5774	\$46.7740	\$49.0666	\$51.4764			
Financial Svcs Specialist I	\$26.7381	\$28.0390	\$29.4038	\$30.8220	\$32.3362					
Financial Svcs Specialist II	\$28.6787	\$30.0649	\$31.5471	\$33.0613	\$34.6821	\$36.3668	\$38.1476			
Food Service Supervisor	\$26.4928	\$27.5485	\$28.5615	\$29.7983	\$31.0460					
Food Services Manager	\$35.8551	\$37.5504	\$39.4059	\$41.4318	\$43.3619					
Health Services Officer I	\$31.6858	\$33.2425	\$34.8527	\$36.5587	\$38.3288	\$40.2162	\$42.1888			
Heathcare Revenue Analyst	\$50.0049	\$52.4787	\$55.0593	\$57.7676	\$60.6253					
HIM Coder I	\$30.2887	\$32.7948	\$35.2680	\$37.7632	\$40.2254					
HIM Coder II	\$34.8397	\$37.7224	\$40.5672	\$43.4373	\$46.2695					
HIM Coder III	\$40.4157	\$43.7598	\$47.0599	\$50.3893	\$53.6747					
Housekeeping Supervisor	\$24.8080	\$25.8210	\$27.0900	\$28.4016	\$29.8517					
Infection Control Coordinator	\$44.9186	\$46.1129	\$47.4671	\$49.7810	\$52.2335	\$53.0013	\$54.6540	\$56.3814	\$57.5010	\$58.6314
Information Systems Analyst	\$36.0150	\$37.7744	\$39.6404	\$41.5705	\$43.6025	\$45.7397	\$47.9896			
Information Systems Specialist	\$28.6787	\$30.0649	\$31.5471	\$33.0613	\$34.6821	\$36.3668	\$38.1476			
Lead Infection Control Coordinator	\$47.1227	\$48.3767	\$49.7987	\$52.2282	\$54.8033	\$55.6095	\$57.3448	\$59.1585	\$60.3342	\$61.5211
Medical Social Work Suprvsr	\$39.4165	\$41.2506	\$43.1699	\$45.1746	\$47.2326					
Occupational Therapist III	\$45.1314	\$47.2452	\$49.5282	\$51.9199	\$54.5893					
Operator Supervisor	\$30.1076	\$31.5364	\$32.9759	\$34.7780	\$36.3135					
Outpatient Psych Svc Adm Coord	\$38.4568	\$40.3228	\$42.3062	\$44.3748	\$46.5501	\$48.8320	\$51.2419			
Patient Accounting Supervisor	\$29.6917	\$31.0886	\$32.4961	\$34.2875	\$35.7910					
Physical Therapist III	\$46.9020	\$49.1306	\$51.4870	\$53.9823	\$56.7333					
Program Administrator I	\$36.3029	\$37.9769	\$39.8857	\$41.8583	\$43.8736					
Program Specialist	\$31.5151	\$33.0293	\$34.6501	\$36.3349	\$38.1049	\$39.9710	\$41.9330			
Quality Coordinator	\$44.9186	\$46.1129	\$47.4671	\$49.7810	\$52.2335	\$53.0013	\$54.6540	\$56.3814	\$57.5010	\$58.6314
Rehab Admissions Coord	\$36.9214	\$39.2139	\$43.2232	\$47.2432	\$51.2419					
Secretary II	\$29.3825	\$30.5875	\$31.8137	\$33.2745	\$34.6714					
Senior Accountant	\$30.0116	\$31.3126	\$32.7627	\$34.2982	\$35.8123					
Senior Info Systems Specialist	\$39.5978	\$41.5277	\$43.5537	\$45.6970	\$47.9470	\$50.2928	\$52.7560			
Senior Psych Social Worker	\$39.9423	\$41.8506	\$43.7588	\$45.7739	\$47.8066					
Senior Rehab Counselor	\$39.5018	\$41.3572	\$43.2552	\$45.2385	\$47.2432	\$49.3755	\$51.5081			
Supervising Admin Specialist	\$31.4512	\$32.9759	\$34.5968	\$36.2816	\$38.0516	\$39.9070	\$41.8583			
Supervising Clerk I	\$26.0770	\$27.4738	\$28.7214	\$30.1182	\$31.4607					
Supervising Clerk II	\$27.3246	\$28.6681	\$30.1502	\$31.6751	\$33.0507					
Supervising Clerk III	\$29.6917	\$31.0886	\$32.4961	\$34.2875	\$35.7910					
Supervising Clin Lab Scientist	\$49.0205	\$49.8380	\$52.1758	\$54.7325	\$58.8092	\$60.5368	\$62.3333			
Supervising Librarian	\$34.2662	\$36.0150	\$37.7424	\$39.6084	\$41.5171					
Supervising Radiology Technol	\$41.5598	\$43.6070	\$45.8250	\$48.0110	\$55.6883					
Supervising Respir Care Pract	\$42.5764	\$44.9371	\$46.9876	\$49.1599	\$51.6633					
Supervisor, HIM Operations	\$31.4162	\$32.9610	\$34.6650	\$36.4182	\$37.9997					

DEEP CLASS TITLES

Classification	Minimum Hourly Rate	Mid Hourly Rate	Maximum Hourly Rate
Chief Occupational Therapist	\$ 39.22	\$ 46.28	\$ 53.34
MGR, Administrative & Financial Services	\$ 37.22	\$ 43.95	\$ 50.67
Psychiatric Social Work Manager	\$ 39.29	\$ 46.22	\$ 53.15
MGR, Psychiatric Social Work & Utilization Review	\$ 45.48	\$ 53.51	\$ 61.53
MGR, Outpatient Psychiatric Services	\$ 42.43	\$ 47.42	\$ 52.41
MGR, Social Services	\$ 42.66	\$ 50.19	\$ 57.72
MGR, Enrollment Services	\$ 38.65	\$ 45.48	\$ 52.30
MGR, Dental Services	\$ 36.44	\$ 42.79	\$ 49.06
MGR, Engineering Services	\$ 42.07	\$ 56.06	\$ 75.00
Program Administrator II	\$ 35.00	\$ 41.26	\$ 50.98
MGR, Computer Operations	\$ 37.19	\$ 44.08	\$ 50.97
MGR, Chef	\$ 32.36	\$ 39.61	\$ 46.85
MGR, Occupational Therapy, Physical Disability	\$ 41.96	\$ 49.36	\$ 56.76
MGR, Risk Management	\$ 41.86	\$ 50.04	\$ 58.22
MGR, Respiratory Care Services	\$ 44.65	\$ 52.53	\$ 60.41
MGR, Occupational Therapy	\$ 42.74	\$ 50.28	\$ 58.84
Speech Pathologist III	\$ 41.45	\$ 45.79	\$ 53.18
Healthcare Program Adminisrtr	\$ 34.81	\$ 41.05	\$ 52.30
Supervisor, Cardiology Services	\$ 28.08	\$ 33.03	\$ 37.98
SUPV, Customer Support	\$ 39.54	\$ 46.51	\$ 53.49
SUPV, Materials Management	\$ 29.27	\$ 34.44	\$ 39.60
Clinical Disaster Coordinator-CNIV	\$ 53.84	\$ 63.34	\$ 72.84
Project Coordinator, Nutrition Services	\$ 24.56	\$ 28.89	\$ 33.23
Coordinator Registration Quality & Training	\$ 36.27	\$ 42.25	\$ 48.23
SR Payroll Administrator	\$ 24.73	\$ 27.64	\$ 30.54
Program Specialist (SAN)			\$ 37.18
SR Systems Administrator	\$ 45.41	\$ 50.22	\$ 55.02
Info Sys Admin - Periop Svcs	\$ 32.83	\$ 39.31	\$ 45.78
Applications Analyst	\$ 39.09	\$ 45.98	\$ 52.88
Infection Preventionist	\$ 46.21	\$ 54.36	\$ 62.52
Environment of Care Coord	\$ 45.30	\$ 52.00	\$ 58.71
Quality Assurance Auditor	\$ 36.27	\$ 42.25	\$ 48.23
Compliance/Privacy Auditor	\$ 40.87	\$ 47.75	\$ 54.62

SIDE LETTER OF AGREEMENT

Between

Alameda County Medical Center

And

Alameda County Management Employment Association

SUPERVISING WAGE DIFFERENTIAL

During the term of this agreement, employees in the Clinical Nurse IV and V classifications shall receive the same wage increases as employees in the Clinical Nurse II classification.

In addition, during the life of this MOU, if an employee in a classification in Appendix A supervises an employee covered by another MOU and, because of a wage increase other than an "Across the Board" increase, the wage differential between the two employees is reduced to less than 8%, ACMC and ACMEA shall meet and confer over that issue.

FOR ACMC:

Mary Delouche
[Signature]
Alan Harris

DATE 2/14/07

FOR ACMEA

[Signature]
James A. [Signature]
[Signature]
[Signature]

SIDE LETTER OF AGREEMENT

BETWEEN

ALAMEDA COUNTY MEDICAL CENTER

AND

ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

- C. **DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.** The Department Head, in his sole discretion, may grant to an employee discretionary major medical supplemental paid sick leave. The Department Head's determination to deny major medical supplemental sick leave shall be final and non-grievable.
1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
 2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.
 3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:
 - a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 9.D. hereof, including sick leave bonuses;
 - b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work;
 - c. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties;
 - d. the injury or illness was not incurred in the course of employment; and
 - e. the employee has not incurred a break in service subsequent to June 24, 1979.

The following employees remain eligible for this benefit:

Ruth Allen	352 hours
Gail Carter	352 hours
Anne Gonsalves	352 hours
Donna Gonzales	352 hours
Patricia Heathco	352 hours
Annie Jones	352 hours
Grace Jones	330 hours
Lana Smallwood	352 hours
Susan Smiley	352 hours

If an employee eligible for this benefit has been inadvertently left off of this list, and ACMC can verify eligibility for the benefit, that employee will remain eligible.

FOR ACMC:

Mary Jo DeCoulade
Randy H.

DATE 3/24/07

FOR ACMEA:

Evelyn Williams
J. D. C.
Donna Smallwood
Grace A. Legg
Mike

SIDELETTER OF AGREEMENT

BETWEEN

ALAMEDA COUNTY MEDICAL CENTER

AND

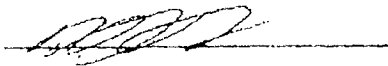
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

SECRETARY II CLASSIFICATION

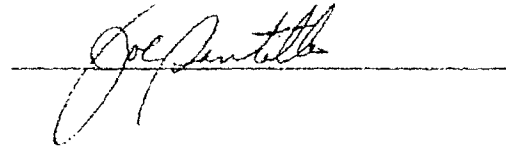
- Effective with the settlement of this contract, all Secretary II positions will be noted with a "review when vacant" notation. As each position is vacated, it will be reviewed to ascertain the correct classification of the position.

ACMC will revise the Secretary II job description and submit it to ACMEA for a meet and confer.

For ACMC:



For ACMEA:



Date: 4/19/11

SIDELETTER OF AGREEMENT

BETWEEN

ALAMEDA COUNTY MEDICAL CENTER

AND

ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

Supervising Radiology Technologist and Director of Radiology

ACMC and ACMEA agree to meet and confer within 3 months regarding the job specifications of the Supervising Radiology Technologist and Director of Radiology. Meet and Confer shall consider the current needs of the restructured Radiology Department, and the most appropriate role for the Supervising Radiology Technologist and Director of Radiology within the department. ACMC shall conduct a salary survey for each classification following the meet & confer, and will make recommended supplemental increases (if any) to the salary scales of the revised classifications. Supplemental increases to the classifications made pursuant to this meet & confer shall not be retroactive, but rather shall be provided at the time of the next scheduled ACMEA across the board salary increase.

FOR ACMC:

Mary DeCoulade
Christie Linder

DATE: 4/25/07

FOR ACMEA:

Teramaria Smallwood
Evelyn
Frank A. Legg

SIDELETTER OF AGREEMENT

BETWEEN

ALAMEDA COUNTY MEDICAL CENTER

AND

ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

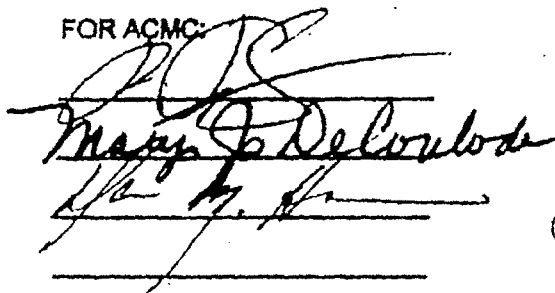
HEALTH PLAN CO-PAY AND CONTRIBUTION RATES

Health Plan co-pay for plan year 2007 will remain at \$5.00 per office visit and \$5.00 per prescription. Beginning with plan year 2008, co-pay will increase to \$10.00 per office visit and \$10.00 per prescription.

ACMEA agrees to further increase co-pay at the same time as 50% of the Medical Center employees agree to do so.

At the time that 50% of the ACMC employees agree to an ACMC contribution level tied to the lowest cost provider, ACMEA will follow suit.

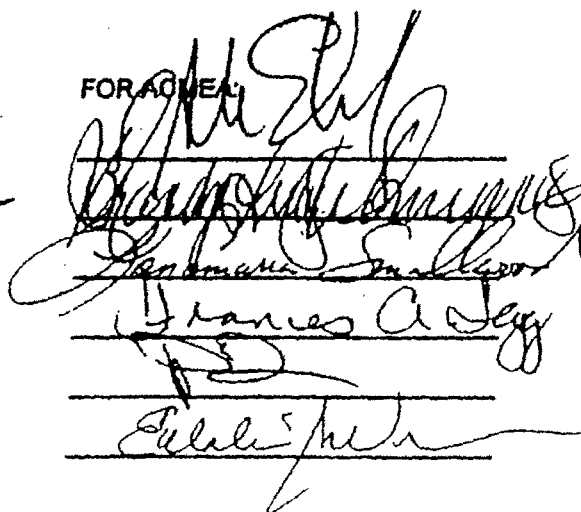
FOR ACMC:



DATE

4/11/07

FOR ACMEA:



SIDELETTER OF AGREEMENT
BETWEEN
ALAMEDA COUNTY MEDICAL CENTER
AND


ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION

In lieu of bargaining health and welfare benefits during the main table 2010 contract negotiations, Alameda County Medical Center and ACMEA agree that Union will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee has been meeting and will continue to meet after the new MOU is ratified. Other bargaining units are invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

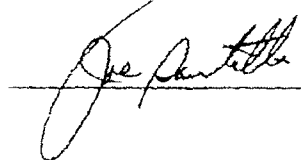
The Committee will not be restricted to the health care and dental plans in existence at the time this agreement is signed and has the discretion and authority to reopen the contract solely for a ratification vote on any changes recommended by the committee. In considering the various options the Committee will bargain in good faith to reach a consensus on which plan or plans to select and the terms governing said plans. Should these good faith negotiations fail to result in an agreement, and should an impasse be reached, the parties retain all rights and options available during post contract term negotiations.

It is not the intention of the parties to diminish the level of coverage. Furthermore, unless mutually agreed to by all parties, APMC shall not be considered as a provider for health or vision plans. The Committee's mission is to research different alternatives and recommend those that contain or lower costs as well as keep the level of benefits as consistent as possible with current benefits.

For APMC:



For ACMEA:



Date: 6/19/11