



**MEMORANDUM
OF
UNDERSTANDING**

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES/
IFPTE, LOCAL 21**

FOR REPRESENTATION UNIT S-06

AND

ALAMEDA HEALTH SYSTEM

February 1, 2014 - January 31, 2016

2014-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES/
IFPTE, LOCAL 21
REPRESENTATION UNIT S-06
AND ALAMEDA HEALTH SYSTEM

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**MEMORANDUM OF UNDERSTANDING 2014-2016
BETWEEN PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES/
IFPTE, LOCAL 21
REPRESENTATION UNIT S-06
AND ALAMEDA HEALTH SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Alameda Health System, hereinafter "AHS", and the Professional Association of County Employees, International Federation of Professional and Technical Engineers, Local 21, hereinafter "Union", concerning the conditions of employment to be in effect during the period February 1, 2014 through January 31, 2016 for those employees working in the representation unit referred to and further described in Section 1 of this Memorandum.

SECTION 1 RECOGNITION

AHS recognizes the Union as the exclusive bargaining representative for all full-time, permanent, and probationary employees in supervisory Representation Unit S-06 in the classifications as specifically enumerated in Appendix "A" of this Memorandum.

AHS shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of AHS and the Union shall meet for the purpose of assigning any other newly created classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In the case of a disagreement, the parties will seek to have the dispute resolved through the services of 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 Union 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 because of political or religious opinions or affiliations, or because of racial or national origin or sexual orientation; and to the extent prohibited by law, no person shall be discriminated against because of age, gender, sexual orientation, physical or mental disability. Nor shall there be any discriminatory harassment or disparate treatment in violation of any law.
- B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither AHS nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.
- C. WHISTLE BLOWING/RETALIATION.** AHS will comply with all applicable federal, state, and local legislation which protect employees who disclose information concerning their employment or any aspect of the workplace.
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SECTION 3 UNION SECURITY

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

B. AGENCY SHOP

1. **AGENCY SHOP.** Except as provided otherwise in this subsection B., employees in Representation Units S-06 shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.

2. **IMPLEMENTATION.** AHS shall deliver to each employee subject to this Memorandum of Understanding and any employee hired by AHS who is subject to this Memorandum of Understanding, who is not also a member of the Union a notice advising that AHS has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding, must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.

The employee shall have 14 calendar days from the delivery of the authorization form, to fully execute the authorization of his/her choice and return said form to the Payroll Office. If the form is not completed properly and returned within 14 calendar days, the Payroll Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee, or a charitable contribution shall begin no later than the fourth pay period following implementation of this subsection.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

3. **RELIGIOUS EXEMPTION.** Any employee of AHS subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by AHS. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the CEO or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network of Alameda County.

4. **EXCLUSION OF EMPLOYEES.** The agency shop provisions set forth herein shall not apply to any person who is not employed in a classification represented by the Union.

5. **FINANCIAL REPORTS.** International Federation of Professional and Technical Engineers (Local 21) shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Chief Executive Officer once annually. Copies of such reports shall be available to

employees subject to the Agency Shop requirements of this Section at the offices of the Union. Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

6. **PAYROLL DEDUCTIONS AND PAYOVER.** AHS shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State, County and AHS regulations. AHS shall promptly payover to the designated payee all sums so deducted. AHS shall also periodically provide a list of all persons making charitable deductions pursuant to the religious exemption granted herein.
7. **HOLD HARMLESS.** PACE shall indemnify and hold AHS and its officers and employees harmless from any and all claims, demands, suits or any other action arising from the Agency Shop provisions herein. In no event shall AHS be required to pay from its own funds Union Dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
8. **EMPLOYEE INFORMATION.** On an annual basis, AHS shall provide the Union with a list of all Union represented employees with home address, work location, email address, work telephone and other relevant available data.

SECTION 4 AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

- A. **PURPOSE.** AHS recognizes the need and affirms the right of the Union to designate authorized representatives of the Union from among employees in the unit. It is agreed that the Union in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- B. **ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE UNION.** AHS recognizes the right of the Union to represent employees in connection with grievances which arise under Section 38, Grievance Procedure.

The authorized representative of the Union recognizes the fact that the supervisor is the key person in the Department and, understands that his/her Union representation function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, AHS or Department policy, or Memorandum of Understanding.

- C. **SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of authorized representatives. The Union shall notify the Department Head in writing of the names of the Union representatives and the units they represent. If a change in Union representatives is made, the Department Head shall be advised in writing of the Union representative being replaced and the Union representative named to take his/her place. The number of Union representatives shall be mutually agreed upon and a list of Union representatives shall be submitted to the Department Head.
- D. **DUTIES AND RESPONSIBILITIES OF UNION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the Union representative.
 1. **Duties and Time Limits.** After obtaining supervisory permission, Union representatives will be permitted to leave their normal work area during on-duty time not to exceed 4 hours per week in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
 2. **Obtain Permission.** To obtain permission to investigate a grievance on on-duty time, the Union representative shall advise the supervisor of the Grievant of his/her investigation of the facts and the general nature of the grievance or a disciplinary action. The Union representative is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Union representatives as a part of the grievance

process. The employee may be represented by a Union representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the Union representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Union representative was denied permission.

- E. CHANGES IN UNION REPRESENTATIVES OR NUMBER OF UNION REPRESENTATIVES.** If a Union representative is reassigned which will leave his/her shift or work location without a Union representative, then the Union shall have the right to appoint a replacement. Should the Union wish to change Union representative during the grievance procedure, it may do so, provided that only one Union representative will be allowed time off from work upon one occasion to investigate the grievance.
- F. LIMITATION OF TIME OFF.** Union representatives shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

SECTION 5 EMPLOYEE REPRESENTATIVES OF THE UNION

- A. BARGAINING COMMITTEE REPRESENTATIVES.** Employee representatives of the Union'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 Union'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.
- B. LIMITATION OF TIME OFF.** AHS recognizes the right of the Union to appoint Union Representatives to assist in the representation of members. Such representation shall include grievances and discipline. Given the nature of management responsibilities, these Union Representatives shall integrate these duties within their expected responsibilities.

SECTION 6 WORKWEEK AND REST PERIODS

- A. WORKWEEK.** The regular workweek shall consist of 40 hours for all employees covered by this Memorandum of Understanding, provided that at the manager's discretion an alternative work schedule of 80 hours within a 14-day period may be arranged by mutual agreement between the employee and his/her manager.
- B. REST PERIODS.** A rest period of not more than 15 minutes shall normally be granted for each work period of three continuous hours or more, not to exceed two rest periods per workday.

SECTION 7 USE OF BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS

- A. USE OF BULLETIN BOARDS.** AHS shall designate bulletin board(s) for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon 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 by the sponsor when no longer timely.

- B. USE OF AHS FACILITIES.** AHS facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only on duly requested and authorized leave time.
- C. MEETINGS.** Meetings of an authorized representative of the Union and a group of employees shall not be permitted during working hours except as provided in Subsection B, above.
- D. ACCESS TO RECORDS.** An employee shall be permitted to review his/her own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.
- 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, provided AHS has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Department Head.
- E. EMPLOYEE ORIENTATION.** The Union will prepare membership packets for Human Resources to be given to those employees who become covered by this Memorandum of Understanding. The Union will also be notified of new employee orientation and allowed to make a presentation to those in the Representation Unit who wish to meet.

SECTION 8 CONTRACTING OUT

AHS shall notify the Union of proposed contracting out where such services could potentially be performed by employees in the bargaining unit. Such notification shall occur by no later than the date when AHS sends out requests for proposals. Upon request by the Union, AHS shall make available for inspection any and all pertinent background and/or documentation relating to the services contemplated to be contracted out. If the Union requests to meet, discussions shall include, but are not limited to, possible alternatives to contracting, training, opportunities, and whether employees in the bargaining unit have the expertise to perform such work.

The decision by AHS to proceed with the proposed contracting out of services shall not be subject to Section 37, Grievance Procedure.

SECTION 9 AFFIRMATIVE ACTION

Both AHS and the Union 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 Union may appoint a committee consisting of two (2) full-time or less than full-time employees as Union 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 10 WAGES

Each position covered under this Memorandum of Understanding will have the following salary increases:

- A. Effective February 1, 2014 salaries for all represented classifications shall be increased by 1%.
- B. Effective July 1, 2015 salaries for all represented classifications shall be increased by 1.25%.
- C. Effective January 30, 2016 salaries for all represented classifications shall be increased by 1.25%.

SECTION 11 SHIFT DIFFERENTIALS

A. DEFINITIONS.

- 1. A "**PM Shift**" means a scheduled shift in which five eighths (5/8) of the shift occurs between 4:30 PM and 12:00 AM.
- 2. A "**Night Shift**" means a scheduled shift in which five eighths (5/8) of the shift occurs between 11:00 PM and 7:00 AM.
- 3. "**Base Pay**" means the hourly pay rate for each classification as set forth in Appendix A.

B. The represented classifications shall be paid shift differentials as follows:

- 1. Employees who work a PM Shift shall be paid a differential of seven percent (7%) calculated on their base pay.
- 2. Employees who work a Night Shift shall be paid a differential of nine percent (9%) calculated on their base pay.

C. Shift differentials for employees employed on alternative shifts in excess of eight (8) hours shall be compensated in accordance with those arrangements.

SECTION 12 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.

- B. 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.
- C. 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.
- D. NO REDUCTION IN PAY.** Except as specifically provided for, there shall be no reduction in pay as a result of this Memorandum of Understanding.
- E. 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.
- F. 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;
 2. 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 13 BILINGUAL PAY

- A. POSITIONS DESIGNATED BILINGUAL.** Upon the recommendation of the Department Manager and the approval of the Chief 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 Manager 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 Subsection A of this Section because they occupy a designated bilingual position are not eligible for compensation under this paragraph.

SECTION 14 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 2 (two) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Department Manager and taken within the fiscal year. The first two full days (8 hours) of vacation or compensatory time off taken during each fiscal year shall be charged as a floating holiday. Employees hired after January 1 shall not be entitled to this holiday for the fiscal year in which the employee was hired. Less than full-time eligible employees shall be entitled to prorated floating holiday based upon a proration of the hours the employee is regularly scheduled to work.
- C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in Subsection 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 4th; 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.

When December 25, January 1, or July 4th 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 4th on the actual day.

SECTION 15 PAID TIME OFF (PTO)

Employees in the service of AHS shall accrue Paid Time Off (PTO) as specified below. PTO 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 PTO period. An employee who is regularly scheduled to work less than the regular work week for the job classification shall accrue PTO accordingly PTO accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the regular full-time pay period for the job classification.

A. PTO ACCRUAL

1. **Accrual Rate.** Each employee covered by this Memorandum of Understanding shall accrue PTO according to the following schedule:
 - a. 20 days per year for 0 years up to 1 year of service
 - b. 25 days per year for 1 year up to 5 years of service
 - c. 30 days per year for 5 years up to 12 years of service
 - d. 35 days per year for 12 years up to 20 years of service
 - e. 40 days per year for 20 years and up

B. CASH PAYMENT IN LIEU OF PTO 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 PTO accrued to the date of his/her separation. Such entitlement shall not exceed the employee's applicable maximum PTO balance as set forth in Subsection C.

C. PTO Sell-Back. An employee may receive equivalent cash payment for up to 50% of his/her annual PTO 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 PTO leave credited against his/her transition pay obligation to AHS.

D. LIMITATION ON UNUSED PTO LEAVE BALANCE. Maximum PTO leave balances shall be no more than one and one half times the employees PTO accrual rate and shall be as follows

| PTO Accrual Rate | Maximum Balance |
|---------------------|---------------------|
| 20 days (160 hours) | 30 days (240 hours) |
| 25 days (200 hours) | 38 days (304 hours) |
| 30 days (240 hours) | 45 days (360 hours) |
| 35 days (280 hours) | 53 days (424 hours) |
| 40 days (320 hours) | 60 days (480 hours) |

D. DATE WHEN PTO CREDIT STARTS. Vacation credit shall begin on the first day of employment.

E. USE OF PREVIOUSLY ACCRUED VACATION/PTO. Employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to

levels which do not exceed the amounts listed in Subsection C or D. As of the pay period containing January 1, 2007, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum vacation balance level and AHS will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Managers shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon separation or to avoid a downward adjustment.

F. PTO CAP. No employee shall accrue PTO after reaching the PTO cap listed in Subsection D, until such time that the PTO balance drops below the cap.

G. MAXIMUM PTO LEAVE. An employee shall be allowed to take one and one half his/her annual PTO accrual during any calendar year, provided that he/she 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 normally be required to work.

I. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which a employee is displaced because his/her services are not needed, and time during which an employee is temporarily not employed by AHS, if followed by reemployment within three years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is absent on authorized leave without pay or so displaced or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided, further, that, for purposes of qualifying for higher level PTO leave, where an employee has been employed by AHS without interruption for the past ten years, all service of such employee shall be deemed to have been continuous.

J. WHEN PTO 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 PTO leave.

PTO will be scheduled by mutual agreement between the Department Head and the employee. An employee shall be allowed to divide his/her PTO leave in any calendar year into five (5) segments. The Department Manager, at his/her discretion, may grant an employee additional segments of PTO.

L. PERSONAL LEAVE. An employee shall be allowed two days in any calendar year from his/her regular PTO accrual for personal leave. The Department Manager shall not deny a request for this leave except for reasons critical to the operation of the department.

M. RATE OF PTO PAY. Compensation during PTO 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 PTO period.

N. PTO TRANSFER. Married couples or domestic partners, employed by AHS, may elect to transfer up to five days of their accrued PTO leave balances to their spouse or domestic partner (as defined in Appendix B.) per each event of maternity, paternity and adoption.

O. CONTINUATION OF SECTION. This Section 14 shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding, as provided in Section 42, and unless otherwise agreed to by AHS, shall be incorporated into the successor Memorandum of Understanding.

P. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MEMORANDUM OF UNDERSTANDING. Employees who enter a bargaining unit covered by this Agreement after January 1, 2004 shall have two full calendar years to reduce his/her vacation/PTO balance to the maximum allowable, unless the employee is coming from a bargaining unit where the “maximum allowable vacation/PTO

balance” is already applicable. After two full calendar years, the PTO leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance allowable (by placing the excess vacation in a departmental catastrophic sick leave pool) and AHS will thereafter have no obligation with respect to the PTO leave affected by the adjustment. 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 or to avoid a downward adjustment.

Q. TRANSITION. As of Pay Period Seven of 2013, all vacation leave on the books will be converted to PTO subject to the limits in Section 15.D. All sick leave will be converted to extended sick leave subject to the limit in Section 21.A.

SECTION 16 LEAVES OF ABSENCE

A. LEAVE MAY NOT EXCEED NINE MONTHS. A leave of absence without pay may be granted by the Department Manager 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 in Subsection A. 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 Manager 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. Employees shall receive up to forty (40) hours of Education Leave over a two (2) fiscal year period, prorated for part-time employees. Payment for Education Leave shall be at the employee’s straight time hourly rate. This is intended to be separate from AHS required trainings.

Approval: Educational leave is given at the manager's discretion. AHS will consider applications for Education Leave provided:

1. The courses, workshops or seminars related to the employees 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;
2. 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
3. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
4. 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.

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 Manager for the duration of said employee's assignment to the special project.

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 Manager, 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 upon by the employee and Department. Such an employee may elect to take accrued PTO, compensating time off or sick leave (after five consecutive workdays) 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 fraction 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 Subsection 21.A. 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 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 17.A. 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.

- 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. Eligible employees must utilize one (1) week of available paid PTO leave prior to utilizing Paid Family Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

SECTION 17 FAMILY SICK LEAVE

Full-time employees may use up to nine (9) days of PTO and then, after 5 consecutive workdays out, accrued extended sick leave per calendar year for Family Sick Leave for either; emergency leave due to sickness in the immediate family; or for routine medical care for dependent children/adults, as detailed in A. and B, below, Eligible part-time employees shall be entitled to a pro-rated number of hours of Family Sick Leave:

- A. 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 Manager 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 and then extended sick leave in Subsection 21.A. Time taken for leave of absence under the provisions of this Subsection shall be deducted from PTO and then, after five consecutive workdays, from the 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 the appendices 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.
- B. Routine Medical Care for Dependent Children/Dependent Adult.** An employee shall be entitled to PTO accrued pursuant to Subsection 21.A hereof in order to accompany the employee’s dependent children living in the household of the employee and a dependent adult during routine medical or dental appointments. For the purpose of this Subsection, a dependent adult is defined as any individual who meets the definition of “immediate family” as set forth in Subsection A, above. The determination of the Department Manager that a medical or dental appointment was routine rather than emergency shall not be grievable.

SECTION 18 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 Manager 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 the appendices or a copy of the California State Affidavit of Domestic Partnership), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parents, 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, 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.

SECTION 19 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 proration 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, shall be made payable to AHS.
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SECTION 20 HEALTH AND DENTAL PLANS

- A. HEALTH PLAN COVERAGE.**
1. **Health Plan Coverage for Full-Time Employees.**
 - a. At such time that an agreement is reached affecting 50% or more of AHS employees, to increase the co-pays for office visits or prescriptions, the co-pays referenced in this section for this bargaining unit shall likewise be increased in the same amount and at the same time
 - b. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
 - c. 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 20.A.4.

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 20.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.

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.

All payroll deductions will pre-tax.

2. 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% |

3. **Duplicative Coverage.** This Section applies to married AHS employees or employees with domestic partners, as defined in Appendix B, 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 B) both employed by AHS, shall be entitled to one choice from the plan offerings through Alameda County. Starting January 1, 2012, 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.

6. **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.

7. **Open Enrollment.** Eligible employees may choose from among options available during the open enrollment period.

8. The 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 will meet monthly. Other bargaining units will be 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.

B. DENTAL PLANS.

1. Dental Plan Coverage for Full-Time Employees.

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 B) 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 from any of the dental plan options provided through AHS.

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

3. **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 will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more. Note: Coverage begins at the 10th pay period, given the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

5. **Open Enrollment.** Eligible employees may choose from among the options available during the annual Open Enrollment. 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 provided through alternative carriers or with modified plan designs, AHS will notify the Union of its intent. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.

SECTION 21 CUMULATIVE SICK LEAVE PLAN

A. EXTENDED SICK LEAVE PLAN

1. **Accumulation of Extended Sick Leave for Full-Time Employees – 40 Hour Workweek.** Each employee shall accumulate extended sick leave with pay entitlement at the rate of .1154 workday for each full biweekly pay period on paid status up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.
2. **Accumulation of Extended Sick Leave for Part-Time Employees – 40 Hour Workweek Base.** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue extended sick leave pursuant to A.1. above, except that the sick leave accrual shall be prorated each pay period based upon the proration of the hours worked within a pay period to the 40 hour workweek based up to a maximum accumulation of 155 days of unused extended sick leave with pay entitlement.

- B. RESTORATION OF CUMULATIVE EXTENDED SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within two years of the date of layoff, returned to AHS service from layoff status shall have the balance of unused cumulative extended sick leave accrued pursuant to Section 21.A.1 or 21.A.2, restored to him/her for use as provided in this Section.
- C. USAGE.** Employees may use Extended Sick Leave for medical leaves after 5 consecutive workdays days out; the first five consecutive workdays will be charged to PTO or will be unpaid if the employee does not have enough accrued PTO to cover the five days.
- D. SICK LEAVE CREDIT AT RETIREMENT.** Employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for 50 percent of their unused paid extended sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.
- E. 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 supplemental industrial 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 below) 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 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 sick leave pay, or any other accrued paid leave for scheduled work days as provided in Section 21.A or B. hereof, for the first three work days of such incapacity.
- 2. When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 21.E.1 to an employee:
- a. Who does not apply for or who does not receive temporary disability benefits under the Workers Compensation Law;
 - b. Whose injury or illness has become permanent and stationary;

- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employees to return to work in his/her usual and customary position, and the employee has been declared a “Qualified Injured Worker” (QIW) and referred to vocational rehabilitation;
 - d. Whose injury or illness has become permanent or who is retired on permanent disability, or pension;
 - e. Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;
 - f. Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and,
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial supplemental pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Employees with an approved Workers’ Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions:
- a. Treatments are being paid under Workers’ Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee’s normal working hours;
 - c. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date whichever is later but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee’s actual work time exceed the employee’s normally scheduled workday.
5. **Modified duty program:** AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duty for a period of ninety (90) calendar days. This period of time can be extended by the Employer for another 90 days for a total of 180 days.
6. **Modification to Workers Compensation System:** AHS agrees to meet with the Union to investigate and evaluate the following:
- a. Establishment of a Worker’s Compensation Carve Out plan pursuant to SB899;
 - b. Establishment of an Alternate Dispute Resolution process;
 - c. Establishment of a comprehensive Return to Work Policy;

- d. Establishment of Joint Safety Committees at all facilities; and
 - e. Joint development of a Safety Plan for all facilities.
7. AHS proposes to meet with all Unions representing employees at AHS and to develop new processes for all employees. Meeting will begin within thirty (30) days of the adoption of this Agreement by the Board of Trustees.

SECTION 22 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 to be terminal, or a long-term major physical impairment or disability.

ELIGIBILITY:

- A. 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.
- B. 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.
- C. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
- D. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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 23 DISABILITY INSURANCE BENEFITS

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

B. DISABILITY INSURANCE BENEFITS.

- 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, and/or floating holiday pay 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, and/or floating holiday pay, 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 23.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 bilingual pay specified in Section 13 or any other provision of this Memorandum of Understanding, 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, 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, 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, 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, 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 20 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, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 24 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 25 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. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with AHS.

SECTION 26 JOB RELATED EXPENSES REIMBURSEMENT PLAN

- A. PURPOSE.** 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 covered by this MOU who has been employed in his/her position for at least six (6) months and who has passed his/her probationary period shall be reimbursed as set forth below for job-related expenses up to the amount specified in Subsection B. Expenses incurred before the employee was qualified for reimbursement are not eligible for reimbursement. Expenses will be prorated to a lesser allowance if the employee is on less than full-time status during the pay period the expense was incurred or if he/she leaves AHS service or leaves a position covered by this Memorandum of Understanding for a position without such designation prior to the end of the calendar year.
- B. AMOUNT OF REIMBURSEMENT.** Each Union 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 \$750 per calendar year; or a lesser prorated amount if on a less than full-time status. If the Union represented employee leaves AHS service the biweekly accrual amount will end with the final pay period worked as a management employee.
- C. ALLOWABLE EXPENSES.** 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 Manager to be in the interest of the AHS, and in civic, fraternal, service and cultural organizations, membership in which is deemed by the Department Manager 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 Manager 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.

Reimbursement for the allowable expense of (1) technical, managerial, or professional publications; (2) tools and technology; and (3) membership dues in professional organizations shall be limited to fifty percent (50%) of the maximum annual amount an employee is eligible for job related expenses.

An employee may utilize up to \$750 annually for job related training, conferences and education to further the employee's knowledge in his/her field.

- D. CLAIMS.** Claims for reimbursement hereunder shall be submitted to the Department Manager 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 Manager 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.

- E. **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 some or all the management benefits covered under this provision are exempt from taxation.

SECTION 27 CAFETERIA BENEFIT PLAN

- A. **PURPOSE.** The purpose of the cafeteria benefit plan is to provide optional benefits for employees and an opportunity for capital preservation through salary reduction and the pre-tax purchase of benefits.
- B. **AMOUNT OF ALLOCABLE MONEY.** Each full-time employee is eligible for a cafeteria benefit plan in the amount of \$1650 for each calendar year beginning January 1, 2008. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee hired into a position covered by this Memorandum of Understanding shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees hired during the two last pay periods and any following partial pay period, prior to December 31, shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an employee who reinstates shall not exceed the applicable above stated amount minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination. The current cafeteria plan, \$1,650 or 79.3 cents per hour, will be added to base salary starting calendar year 2013. Employees who have already made claims against the \$1,650 for 2013 will have that amount deducted and the remaining portion will be added to their hourly rate; in 2014, the full amount, 79.3 cents per hour, will be added to their hourly rate.
- C. **ALLOCATION OF BENEFITS.**

1. **Supplemental Group Life Insurance and Group Accidental Death and Dismemberment Insurance Plan Account.** Payments may be made for supplemental group life insurance and/or group accidental death and dismemberment insurance on the employee, the employees spouse, and dependent children. These programs are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights and all other provisions set forth in the applicable insurer contracts.
2. **Health Care Expenses Account.** Payments may be made for medical, dental and vision care expenses, including deductibles, co-insurance payments and services not covered by the employee's medical or dental plans provided that such expenses are not reimbursed or paid under the employees medical and dental plans or any other applicable personal or group health and dental plan. Payments may also be made for the portion of the premium for the AHS-sponsored health plan not covered by the AHS contribution.

SECTION 28 ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. **MILEAGE RATES PAYABLE.** The mileage reimbursement rate to be paid to employees covered by this Memorandum of Understanding shall be the "standard business rate" as determined by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

- B. MINIMUM ALLOWANCE.** An employee who is required by the Department Manager 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.

PREMIUM ALLOWANCE. An employee who is required by his/her Department Manager to use his/her private automobile at least eight (8) days in any month and, in connection with such use, is also required to carry in his/her private automobile, AHS records, manuals, cases, court papers, and supplies necessary to his/her job that may not be transported by hand, shall be compensated an additional \$12 per month for any such month.

- C. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Department Manager 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 such 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 policy report and/or estimated statement of loss) to the Department Manager within 30 days of such loss, damage, or theft. Property damage or loss to 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 to the private automobile while located on the street or at the parking facility serving the employee's AHS business destination shall be compensated as provided above.

- D. 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. The term "**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 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 this distance is less than the commute mileage, then no mileage may be claimed.
2. Once the employee arrives at the first point of contract 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.

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

SECTION 29 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 30 AHS REQUIRED TRAINING

If AHS requires an employee to attend an educational training program or in -service, and if that training cannot be completed during regular working hours or by flexing regular scheduled work hours, then employee shall be paid at his/her straight time hourly rate for the period of his/her attendance with a minimum of one (1) hour's pay.

A. SECTION 31 SENIORITY

B. 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.

C. 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.

D. 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.

E. 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.

D. 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 HIRING PRACTICES

A. POSTING VACANCIES.

1. **Posting of Vacancies.** When vacancies occur in M-designated positions, notices of such vacancies shall be posted at pre-designated locations at all AHS work sites, 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 Union.** When vacancies occur in M-designated positions, AHS shall notify the Union and shall afford it 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 Memorandum of Understanding 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. PROMOTION/EVALUATION PERIOD. When an employee who has completed his/her probationary period, is promoted or transferred to a position covered by this Memorandum of Understanding, he/she shall serve a ninety (90) day evaluation period. If AHS determines that he/she will not successfully complete the evaluation period, AHS shall return the employee to his/her prior position if available. If the prior position is not available, AHS may place the employee in an available comparable position.

E. PRE-TAX PARKING. Alameda County Medical Center has established 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

SECTION 33 PROBATIONARY PERIOD

- A. NEWLY HIRED EMPLOYEES.** Employees newly hired or promoted from another union by AHS shall serve a probationary period of six (6) months commencing with their hire date.
- B. TRANSFERS DURING THE PROBATIONARY PERIOD.** An employee may not transfer to another position within AHS during his/her probationary 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 38. An employee who so transfers shall commence a new probationary period.
- C. 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 38, 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.

AHS and PACE agree that all language related to the creation of a Discipline Without Punishment model of progressive discipline which is agreed upon in negotiations between Alameda Health System and the Alameda County Management Employees Association (ACMEA) during the negotiations between said parties beginning in 2014 will be included in the memorandum of understanding between PACE and AHS without reopening negotiations between PACE and AHS. This language will supersede and replaced sections **A** (Counselings/Warnings), **B** (Recommended Suspensions and Terminations) and **D** (Appeal of Written Reprimand) in this section.

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 which relates to the employee's job, 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 Union, 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 38, 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 Union 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 38, 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, any resulting discipline based on such invalid meeting will be considered null and void.
- G. PERSONNEL FILES.**
1. **Review of Personnel Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel file maintained by the Human Resources Department or authorize his/her Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee, the Union 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 Union'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 shall not be made available to the employee or a Union 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 CLASSIFICATIONS

- A. CLASSIFICATIONS/NEW CLASSIFICATIONS.** AHS shall continue to use the classifications listed in Appendix A of the Memorandum of Understanding 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 Union. In the event the parties reach impasse, the Union may appeal the matter to an adjustment panel composed of two (2) representatives of the Union, two (2) representatives of AHS and a State mediator agreeable to both parties. The recommendation of the adjustment panel shall be referred to the Operations Improvement Committee of the AHS Board of Trustees. The decision of the Operations Improvement 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.
 - 2) 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.

SECTION 37 NOTICE OF LAYOFFS

If AHS is planning a reduction in force that may impact employees covered by this Memorandum of Understanding it shall give sixty days notice to the Union. Upon written request by the Union, AHS shall meet and confer with the

Union to review the reasons and necessity for the layoff, consider the Union'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.

Employees shall be returned from layoff in the order of seniority. Recall rights following a layoff shall continue for one (1) year.

SECTION 38 RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

AHS shall agree to provide represented employees who are members of the Alameda County Employees' Retirement Association (ACERA) paid release time to attend two ACERA sponsored workshops or seminars per year. Sufficient paid leave shall be granted to permit employees to travel between the work place and the session site. With prior notice to the immediate supervisor, additional leave may be granted by the Department Manager and charged to the employee's accrued vacation, compensatory time, in-lieu holiday and floating holiday balance. A Manager shall not deny a request for this leave except for reasons critical to the operation of the Department.

SECTION 39 PROFESSIONAL CONDUCT

AHS and its employees are committed to the delivery of effective, courteous, and responsible service. Visitors, patients and staff shall be treated with dignity and respect. AHS is committed to providing a workplace where employees treat each other and the public with respect and courtesy and perform their duties in a professional, ethical and cooperative manner.

AHS agrees to follow all of its internal policies related to prevention of a hostile work environment including:

- Standards of Conduct
- 3.11 Unlawful Harassment
- 3.20 Expectations of Conduct
- 5.13 Workplace Violence

If AHS fails to abide by the above policies, PACE has the right to submit a formal grievance about the offending action subject to the normal grievance procedure.

SECTION 40 GRIEVANCE PROCEDURE

A. DEFINITION. A grievance is defined as an allegation by an employee or group of employees that AHS has failed to provide a condition of employment which is established in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance, or by written agency/department rules, provided that the enjoyment of such right is not made subject to the discretion of AHS; and, provided further that the condition of employment which is the subject matter within the scope of representation as defined in California 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 Union Grievances under Subsection H.

C. STEP 1: SUBMISSION OF WRITTEN GRIEVANCE TO SECTION HEAD. If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Section Head. The grievance shall state:

1. The section of the Memorandum of Understanding 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/Union 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. (Where the Grievant is a Section Head or Division Head, the Grievance shall be submitted to the next higher level in the organization, provided that nothing in this footnote shall be interpreted as expanding the coverage of this Memorandum of Understanding.)

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 Union 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 Union 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 Director of Human Resources or designee, and the employee or his/her representative. If the Director 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 Director 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. UNION GRIEVANCES. The Union 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 Union grievances shall be filed with the Department Head and heard 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 Union 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. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Department Head may by mutual agreement waive review of the grievance at the Section Head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- K. 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 Memorandum of Understanding and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this Memorandum of Understanding. 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.
- L. DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 33.
- M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section, the provisions of Section 1, Recognition, of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer an AHS employee may file and pursue a grievance at the CEO level (Step 3) and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in Subsection 38.I hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 41 NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this Section shall result in the termination by AHS of the collection of Union membership dues without jeopardy to AHS or to employees in classifications represented by the Union.

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 and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. 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 this Memorandum of Understanding by mutual agreement.

SECTION 43 LABOR MANAGEMENT COMMITTEE

AHS and IFPTE Local 21 PACE agree to establish a Labor Management Committee. The Committee is to establish a framework for effective labor management communications and will meet, discuss and make recommendations concerning matters of mutual interest. The committee will provide a forum for information sharing, the identification of issues and review of workplace developments.

Issues may include but are not limited to the following:

- Career development
- Workload issues
- Recruitment

The committee will not discuss issues related to discipline, grievance, individual performance problems, negotiations or matters within the scope of representation. The committee will include two representatives from Local 21 and two representatives selected by Management in addition to the Local 21 staff representative and a representative from Labor Relations. The Committee shall meet on dates and times to be mutually agreeable to the Committee members.

SECTION 44 ENACTMENT

It is agreed that the foregoing shall be submitted to the AHS Board of Trustees for the Board's consideration and approval. Upon approval by the Board, this Memorandum of Understanding shall thereafter become binding on AHS. Upon such approval, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent policies and procedures of AHS.

SECTION 45 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 46 TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective February 1, 2014 and shall remain in full effect to and including January 31, 2016.

SIGNED AND ENTERED INTO THIS ____ DAY OF _____, 2015

FOR ALAMEDA HEALTH SYSTEM

**FOR PROFESSIONAL ASSOCIATION OF
COUNTY EMPLOYEES/LOCAL 21**

Adam Cole

Subha Varadarajan

Labor Analyst

Chief Spokesperson

Jeanette Loudon-Corbett
Chief Human Resources Officer

Leny Mayhak
Patient Services Supervisor I

Richard Dodson
Director of Labor Relations

Lisa Pacheco
Patient Services Supervisor II

PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES

APPENDIX A

HOURLY SALARY-STEP TABLE

| Current | | | | | |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Classification | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Patient Services Supervisor I | \$28.5600 | \$29.8700 | \$31.3700 | \$32.9500 | \$34.6500 |
| Patient Services Supervisor II | \$35.5400 | \$37.2500 | \$39.2200 | \$41.1100 | \$43.2400 |

| Pay Period 26 of 2014 (November 25, 2012) | | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| Classification | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Patient Services Supervisor I | \$29.4168 | \$30.7661 | \$32.3111 | \$33.9385 | \$35.6895 |
| Patient Services Supervisor II | \$36.6062 | \$38.3675 | \$40.3966 | \$42.3433 | \$44.5372 |

| Pay Period 26 of 2015 (November 24, 2013) | | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| Classification | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
| Patient Services Supervisor I | \$30.2993 | \$31.6891 | \$33.2804 | \$34.9567 | \$36.7602 |
| Patient Services Supervisor II | \$37.7044 | \$39.5185 | \$41.6085 | \$43.6136 | \$45.8733 |

APPENDIX B – DOMESTIC PARTNERS

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:

1. The two parties reside together and share the common necessities of life;
2. 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;
3. The two parties declare that they are each others sole domestic partner and they are responsible for their common welfare;
4. The two parties agree to notify AHS if there is a change of circumstances attested to the affidavit;
5. 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.

**2014-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES/
IFPTE, LOCAL 21
REPRESENTATION UNIT S-06
AND ALAMEDA HEALTH SYSTEM**

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**SIDELETTER OF AGREEMENT
BETWEEN
PACE, Local 21 Unit S-06
AND
Alameda County Medical Center**

June 11, 2007

Supervising Wage Differential

SUPERVISING WAGE DIFFERENTIAL

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 %, AHS and PACE/Local 21 shall meet and confer over that issue

**SIDELETTER OF AGREEMENT
BETWEEN
PACE, Local 21 Unit S-06
AND
ALAMEDA COUNTY MEDICAL CENTER**

FLEXIBLE WORK SCHEDULES

The Manager may agree to a request from an employee to implement a flexible work schedule based on operational needs. If the manager agrees to a new flexible work schedule, the Union shall be notified. AHS shall meet and confer upon the request of the Union. Elimination of a flexible work schedule shall not be subject to the grievance procedure.

**SIDELETTER OF AGREEMENT
BETWEEN
PACE, Local 21 Unit S-06
AND
Alameda County Medical Center**

VISION SERVICE PLAN

Within sixty (60) days of the implementation of the 2007-2010 Memorandum of Understanding, the parties shall meet and confer to explore the feasibility of adding a vision service option to the AHS Cafeteria Plan. It is intended that the parties will work together to develop a Request for Proposal (RFP) to determine the type of vision services available. It is the intention of the parties to add any new benefit agreed upon effective with the 2008 plan year.

I'm not sure we need this since we have a vision program.