

MEMORANDUM
OF
UNDERSTANDING

ALAMEDA COUNTY BUILDING AND CONSTRUCTION
TRADES COUNCIL

AND

ALAMEDA HEALTHSYSTEM

October 1, 2013 to September 30, 2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL AND
ALAMEDA HEALTH SYSTEM**

Table of Contents

Section

Preamble..... I

1. Recognition..... 1

2. No Discrimination 2

3. Department Head 2

UNION COMMUNICATIONS/CONTACTS

4. Union Security 2

5. Access to Employees; Use of Bulletin Boards; Use of AHS Facilities; Meetings;
Shop Stewards 4

6. Labor Management Committee 5

LEAVE PROVISIONS

7. Leaves of Absence 6

8. Holidays 8

9. PTO Leave..... 11

10. Emergency Sick Leave..... 14

11. Catastrophic Sick Leave..... 19

12. Bereavement Leave 20

13. Leave For Jury Duty or In Answer to a Subpoena 20

HOURS OF WORK AND PAY PRACTICE

14. Hours of Work; Shifts; Schedules And Rest Periods..... 21

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL AND
ALAMEDA COUNTY MEDICAL CENTER**

Table of Contents
(continued)

<u>Section</u>	Page
15. Wages	22
16. Overtime	23
17. Premium Conditions	25
 <u>BENEFITS</u>	
18. Health And Dental Plans	26
19. Vision Care Reimbursement Plan	29
20. Disability Insurance Benefits.....	29
21. Life Insurance	30
22. Educational Leave and Stipends	31
23. Boot Allowance	31
24. Uniforms	31
25. Allowance for Use of Private Automobiles.....	32
26. Effect of Legally Mandated Changes.....	33
 <u>PERSONNEL ACTIONS</u>	
27. Employee Categories	33
28. Probation Periods	35
29. Evaluations	35
30. Notification of Vacancies	36
31. Disciplinary Action/Notice of Termination/Personnel Files.....	37

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL AND
ALAMEDA COUNTY MEDICAL CENTER**

Table of Contents
(continued)

<u>Section</u>	Page
32. Grievance Procedure.....	39
33. Seniority.....	40
34. Layoffs	41
35. Contracting Out	42
36. Safety.....	43
37. No Strike - No Lockout.....	44
38. Savings Clause.....	44
39. Enactment.....	44
40. Scope of Agreement.....	44
41. Term of Memorandum	45
Appendix A	46
Appendix B	48
Appendix C.....	49
Sideletters of Agreement	50-56

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY BUILDING AND CONSTRUCTION
TRADES COUNCIL
AND ALAMEDA HEALTH SYSTEM**

TIDS MEMORANDUM OF UNDERSTANDING is entered into by Alameda Health System, hereinafter designated as "AHS," and Alameda County Building and Construction Trades Council, hereinafter designated as "Union," as a recommendation to the Board of Trustees of Alameda Health System of those conditions of employment which are to be in effect during the period October 1, 2013 through September 30, 2017, for those employees working in representation unit referred to in Section I. hereof.

SECTION 1. RECOGNITION.

- A. AHS recognizes the Union as the exclusive bargaining representative for the following employees:
- I. All full-time employees in classifications included in the Bargaining Unit as specifically enumerated in Appendix A attached hereto;
 2. All part-time employees in classifications included in the Bargaining Unit as referenced above, who are regularly scheduled to work two-fifths or more time per pay period.

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 the duties now included within the above-referenced classifications. On an as-needed basis or not less than twice annually, in the months of May and November, representatives of AHS and 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 case of disagreement, an arbitrator shall decide the matter.

- B. In disputes between AHS and the Union over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
- I. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) management designated classifications, e.g., project specialists, management specialists, administrative interns, or other administrative classifications; or (b) classifications represented by other employee organizations.
 2. The arbitrator shall reject any claim of the Union to any newly created classification occupied exclusively by employees who work less than two-fifths time.
 3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an Alameda County Building and Construction Trades Council-represented classification or if a newly created classification is without clear recent precedent in AHS service, whether or not the duties of such classification are, in general character, similar

to those within Alameda County Building and Construction Trades Council-represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in AHS service, the arbitrator shall receive as relevant evidence the views of affected employees.

4. In the resolution of disputes arising from this Section I, the parties agree on the selection of an arbitrator. In case of disagreement on the selection of the arbitrator, the provisions of Section 32.F of the Memorandum of Understanding shall apply.

SECTION 2. NO DISCRIMINATION.

- A. **DISCRIMINATION PROHIBITED.** In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin or because of sexual orientation; and to the extent prohibited by law, no person shall be discriminated against because of age, gender, or physical disability.
- B. **NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither AHS nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum of Understanding because of the exercise of rights to engage or to not engage in Union activity.
- C. **WHISTLEBLOWING/RETALIATION.** AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

SECTION 3. DEPARTMENT HEAD.

"Department Head," as used herein, shall mean the Department Head, or the designee of the Department Head.

SECTION 4. UNION SECURITY.

- A. **NOTICE OF RECOGNIZED UNION.** Each AHS department shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to in Section I. hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized; the fact that the

Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. The Union shall receive from AHS on a flow basis, but at least once biweekly, the names and addresses of all new

employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution.

- B. **AGENCY SHOP.** Except as provided otherwise in this Section, employees in the representation unit referred to in Section I. hereof, 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. Such service fee shall be 98 percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit.
- C. **IMPLEMENTATION.** Any employee hired by AHS subject to this Memorandum of Understanding shall be provided through the employee's department or agency, with a notice 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. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to department payroll. If the form is not completed properly and returned within five working days, AHS's Chief Financial Officer 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 deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

Membership in a union other than the union recognized for the employee's representation unit and classification is permissible, but will not affect the employee's obligation to become and remain a member of the union representing this bargaining unit and classification or to pay a service fee in lieu of such membership to the union.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check-off 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 fee.

- D. **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 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 5 days of receipt by AHS. The Union shall have 15 days after receipt of a request for religious exemption to challenge any exemption granted by the Chief of Human Resources 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, the Emergency Food Bank Network, or the Narcotics Education League.

- E. **EXCLUSION OF EMPLOYEES.** The agency shop provisions set forth in subsections 4.B., 4.C, and 4.D. herein shall not apply to persons occupying positions designated as management, supervisory, or confidential. AHS may designate positions as confidential.
- F. **FINANCIAL REPORTS.** The Union shall submit a copy of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Chief of Human Resources 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 each Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

- G. **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 and County regulations. AHS shall promptly pay over to the designated payee all sums so deducted. AHS shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.
- H. **HOLD HARMLESS.** Union shall indemnify and hold AHS, 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 fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- I. **SUSPENSION OF AGENCY FEES.** For the duration of any strike, sanctioned, called or supported by the Union, AHS may suspend collection of agency service fee without jeopardy to the employee.
- J. **WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1. of this Memorandum of Understanding shall not require an election herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within Section I. of this Memorandum of Understanding shall also not require an election herein for the application of this agency shop provision to such units.

SECTION 5. ACCESS TO EMPLOYEES; USE OF BULLETIN BOARDS; USE OF AHS FACILITIES; MEETINGS; SHOP STEWARDS.

- A. **ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact employees and to visit job sites within the representation unit during working hours for the purposes of administering this Memorandum of Understanding and consulting with stewards and employees on matters within the scope of representation. Such representatives shall notify

the department head or his/her designated representative of their presence. Union agrees that such representative shall not unduly disrupt the business of the work unit involved.

- B. **USE OF BULLETIN BOARDS.** AHS agrees that reasonable space shall be allowed on bulletin boards for use by employees and the Union to communicate with unit employees. Posted materials shall not be obscene, defamatory, or unrelated to the scope of representation.
- C. **USE OF AHS FACILITIES.** AHS facilities shall be made available upon timely application to the management representative under whose control the facility is placed for use by employees and the Union.
- D. **MEETINGS.** Meetings of Union representatives and unit employees or a group of unit employees may be held on AHS property, provided, however, such meetings shall not be during working hours except as stated below:
 - 1. **SHOP STEWARDS.** The Union may appoint two shop stewards who shall be employees of AHS covered by this Memorandum of Understanding. The names of such stewards shall be supplied to the AHS Chief of Human Resources and the appropriate department head. Whenever a Shop Steward is unable to perform his/her duties related to this Memorandum of Understanding outside working hours he/she shall obtain advance permission from his/her supervisor to perform such duties during working hours. If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the Shop Steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Shop Steward was denied permission. Such duties shall be performed as expeditiously as is reasonably possible. The Shop Steward shall attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation and application of this Memorandum of Understanding. Such duties shall include investigation and communication with Union representatives concerning violations of this Memorandum of Understanding and the adjustment of minor grievances provided, however, that the steward shall have no power to vary the terms of this Memorandum of Understanding or to bind the Union to an interpretation hereof, nor shall he/she have the right or power to cause a work stoppage. The Steward will notify the appropriate Union representative of all violations of this Memorandum of Understanding.

SECTION 6. LABOR MANAGEMENT COMMITTEE.

A. THE COMMITTEE.

- 1. The parties to this MOU agree to jointly establish a Labor Management Committee within thirty (30) days following ratification of this MOU.
- 2. Subject to the provisions of Subsection B. below, the purpose of this committee shall be to meet and discuss items of mutual concern and to strive to maintain harmonious relations between labor and management.
- 3. The committee shall consist of four members, two of whom shall be appointed by the Union and two appointed by AHS. By mutual consent, the committee may invite

additional employees to attend individual meetings, subject to scheduling and staffing needs.

- B. **MEETINGS.** Meetings shall be held once per quarter and additional meetings shall be scheduled by mutual consent. Dates of meetings and agendas shall be established by mutual consent.
- C. **FUNCTION.** The function of the Labor Management Committee shall be purely advisory and it shall have no power or authority to adjust or resolve grievances, nor to interpret or modify the Memorandum of Understanding, nor to meet and confer over subjects which are properly covered by the meet and confer process between AHS and the Union.

SECTION 7. LEAVES OF ABSENCE.

- A. **LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Department head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.
- B. **NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of Alameda County Medical Center, 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:

- I. Paid military leave that 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 7.C.1. 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. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An AHS employee who is assigned to a special project, including temporary appointments to another governmental agency or

institution, may be granted a leave of absence without pay by the Department Head, for the duration of said employee's assignment to the special project.

- E. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted a leave of absence without pay during such disability to accept such employment.
- F. **PERSONAL DISABILITY LEAVE.** After six (6) months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued PTO, paid sick leave or compensatory time, unless the employee is receiving accrued PTO, paid sick leave or compensatory time as a supplement to disability insurance benefits under Section 20 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Department Head.

The Department Head may require acceptable proof of the employee's ability to return to work provided that the Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof.

- G. **MATERNITY LEAVE.** A pregnant employee is entitled to a maternity leave of up to six (6) months, the dates of which are to be mutually agreed by the employee and Department Head. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. Except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO sick leave with pay accumulated pursuant to Sections 9. and 10. of this Memorandum of Understanding.
- H. **PATERNITY AND ADOPTIVE LEAVE.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six consecutive months, the dates of which are to be mutually agreed by the employee and the Department Head. Such an employee may elect to take accrued vacation 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 the 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 Section 9 and 10. of this Memorandum of Understanding.

- I. **PAID FAMILY LEAVE.** Effective July 1, 2004, 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 vacation 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.

- J. **LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours' advance notice by the employee to his/her supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the work place and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.

- K. **LEAVE FOR PARTICIPATING IN THE SELECTION OR TRANSFER PROCESS.** Upon 24 hours' advance notice by the employee to his/her supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site.

- L. **LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Department Head, one (1) employee at any one time, who is subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six(6) months in a twelve (12) month period to work for the Union. At the end of such leave the employee shall be returned to his/her same classification and Department.

- M. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.

- N. **RETURN TO DUTY.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a specialization within a classification, the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.

SECTION 8. HOLIDAYS.

- A. **HOLIDAYS DEFINED.** Paid holidays shall be:

January 1 st	New Year's Day
Third Monday in January	Dr. Martin Luther King, Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day

November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
December 25th	Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a nation-wide or state-wide 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 three or more members of the Board of Trustees.

Two floating holidays to be scheduled by mutual agreement of the employee and his/her Department Head and taken within the fiscal year. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year.

- B. **VALUE OF HOLIDAY.** The value of a holiday which falls during a pay period is one-tenth of said scheduled pay period, excluding overtime. The maximum potential value of a holiday is 8 hours for a scheduled 80-hour pay period.
- C. **NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** No employee assigned to shift work shall receive a greater or lesser number of holidays as defined in subsection 8.A. in any calendar year than employees regularly assigned to work during the regular work week, regardless of how the holiday is compensated. The intent of this subsection is to compensate each employee for each holiday defined in subsection 8.A. above, whether compensation is in cash or time off.

For holiday administration purposes, only when an assigned shift overlaps two calendar days, the day worked or scheduled to be worked shall be that calendar day upon which a majority of work, excluding overtime, was performed or scheduled.

- D. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; July 4; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of 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.

Notwithstanding the observance of holidays, specified in subsection 8.A. herein, and including the provisions of subsection 8.C. herein, when December 25, January 1, or July 4 occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1, and July 4 on the actual day.

E. HOLIDAY COMPENSATION.

I. For full-time employees:

- a. Holidays not worked by full-time employees shall be compensated at straight time.

- b. In the event that any employee, by virtue of having worked a holiday, as defined in this Section, should work longer than the normal work week as set forth in subsection 14.B. of this Memorandum of Understanding, said employee shall be compensated as provided in subsections 16.B. and 16.C. hereof.

2. **For part-time employees:**

- a. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time pay period for the job classification.

Such an employee may, in writing, with a minimum of seven calendar days notice to his/her Department Head elect to use accrued vacation and/or compensating time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- b. Less than full-time employees shall be compensated for hours worked on holidays defined herein at one and one-half times the normal hourly rate.

When a holiday as set forth in subsection 8.A. hereof, other than a day, proclaimed by the President of the United States or the Governor of the State of California as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Trustees, falls on an employee's regularly scheduled day off, such employee shall be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within 26 pay periods to be scheduled by mutual agreement of the employee and the Department Head.

In the event that AHS shall determine that it will be necessary to fill such a position on a holiday, the incumbent employee shall be offered such work before it is offered to another employee, provided that the holiday occurs on the incumbent employee's regular work day. If the employee chooses to work the holiday, he/she shall receive an in-lieu day off in conjunction with his/her regularly scheduled day(s) off within 26 pay periods to be scheduled by mutual agreement of the employee and the Department Head.

- F. **ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status the employee's scheduled work day before and the employee's scheduled work day after the holiday. If an employee calls out all or a part of his/her scheduled work day before or after the holiday, the employee must bring in a medical provider note or, if emergency personal leave, some other form of documentation as to why he/she had to take the time off. Failure to do so will result in the day not being paid.
- G. **EXEMPT WORK SITUATION.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.

SECTION 9. PAID TIME OFF

A. PTO Accrual

After completion of the applicable number of pay periods of continuous employment, an employee shall accrue vacation according to the following schedule for each full-time biweekly pay period on paid status.

0 years up to 1 year of service	.769 days (6.15 hours) per pay period (211 days per year)
1 year up to 5 years of service	.962 days (7.70 hours) per pay period (25 days per year)
5 years up to 12 years of service	1.154 days (9.23 hours) per pay period (30 days per year)
12 years up to 20 years of service	1.346 days (10.77 hours) per pay period (35 days per year)
20 years and up	1.539 days (12.31 hours) per pay period (40 days per year)

B. Cash Payment In Lien of PTO.

1. Upon Separation from Employment.

An employee who accrues PTO leave pursuant to Section 9.A. and leaves AHS service for any reason shall be paid at the hourly rate for unused PTO accrued to the date of his/her separation.

2. Vacation Cap.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to avoid reaching the PTO cap specified below. AHS shall make a reasonable effort to accommodate written PTO requests submitted by employees which state that the purpose of such requests is to avoid reaching the PTO accrual cap.

C. Limitation on Unused PTO Leave Balances.

Maximum PTO leave balances shall be no more than one and one halftimes the employee's 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.

PTO accrual shall begin on the first (1st) day of employment.

E. Changeover to Maximum Allowable Vacation/PTO Balance and Use of Previously Accrued Vacation/PTO.

The Department Manager or designees shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such a request is to reduce accrued PTO leave balances to avoid a downward adjustment.

F. PTO Sell-Back.

Employees may elect to cash out up to one half the annual PTO accrual each calendar year.

G. When First PTO Is Due.

PTO accrual and the first PTO leave for any employee may be utilized only after the completion of at least the equivalent of 130 full-time working days or the equivalent of 13 full-time pay periods of employment. For purposes of this section, "working day" shall mean any day upon which an employee would normally be required to work.

H. Maximum PTO Leave.

An employee shall be allowed to take one and one half (1.5) times his/her annual PTO accrual during any calendar year, provided that he/she has accumulated sufficient unused PTO leave. An employee, with the permission of the Department Manager or Designee, may take PTO in excess of one and one half (1.5) his/her annual PTO accrual during any calendar year, if he/she has accumulated sufficient unused PTO leave.

I. Effect of Leave without Pay on PTO Credit.

No PTO shall be earned during the period when an employee is absent on leave without pay.

J. Effect of Absence on Continuous Service.

If an employee is on authorized unpaid leave (up to one year), or laid off and returns to work at AHS within two (2) years from the separation date, this period shall not be considered as an interruption of continuous service. The period of time such employee is absent without pay, however, shall not be counted in computing "continuous service" for benefit purposes.

K. When PTO Leave May Be Taken.

Paid leave may be granted 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.

L. Vacation Selection Seniority.

PTO scheduling for BTC represented employees shall be based on date of hire into all classifications covered by this MOU.

M. Scheduling for Full-Time Employees

I. Seniority Lists.

The Department Manager or designee shall post seniority lists; scheduling requirements specific to the scheduling unit; and blank calendars for employees to submit three (3) choices. This posting shall take place in November for a four (4) week period. Employees can list three choices of vacation segments. Each employee, in order of seniority shall be granted one of the three PTO requests until everyone in the unit has been scheduled for one vacation segment. Then the process repeats itself. All vacation scheduling for the subsequent calendar year will in place by January 1st.

The Department Manager or designee shall approve such choices on the basis of employee seniority as set forth in Section 33 hereof within three (3) weeks from the end of the four (4) week posting period.

Any employee who fails to submit a choice within the four week scheduling period or any new employee who misses the sign up period for the department may schedule vacations on a first come first serve basis. Any vacation so approved cannot supersede any vacation that has been previously approved for another employee.

2. Subsequent Requests.

Conflicts with subsequent vacation requests within the same calendar year shall be resolved in favor of the employee requesting the time off first, on a first come, first serve basis. When written submission of a vacation request is required, the Department Manager or Designee shall respond within twenty (20) calendar days in writing or shall schedule the vacation requested by the employee for requests longer than three days. Requests of three days and less must be submitted at least one week in advance and the response will be within three days of submission.

3. Alternative Scheduling Procedure.

By mutual agreement of AHS, the Union and the employees, the Department may develop an alternative scheduling procedure.

N. Vacation Leave Segments.

The Department Manager or designee, at his/her discretion, may grant an employee additional segments of PTO increments of at least one (1) shift or more. These segments are to be in addition to any segments of PTO used as personal emergency leave as defined below.

O. Personal Emergency Leave.

An employee shall be allowed two (2) days in any calendar year from his/her regular PTO allowance for unexpected emergency situations. AHS shall not deny a request for this leave except for reasons critical to department operations. Such personal emergency leave shall be in segments of one hour or more. Personal Emergency Leave shall not count as an occurrence for attendance purposes.

P. Rate of PTO Pay.

Compensation during PTO shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such PTO period.

Q. PTO Transfer.

Married couples or domestic partners, employed by AHS may elect to transfer up to five (5) days of their accrued PTO leave balances to their spouse or domestic partner (upon submission of an affidavit as defined in Appendix B per each event of maternity, paternity and adoption.

R. There shall be no seasonal ban on PTO scheduling for employees covered by this MOU.

S. Effective the first posting period of the calendar year, the manager or supervisor of each vacation scheduling unit shall post a limited number of shifts available for vacation selection from mid-November through the first week of January. Management has the sole right to determine the number of shifts available for selection.

Employees may select, in order of seniority, one of the three vacation/holiday periods posted until all posted available shifts have been selected. The three vacation/holiday periods include Thanksgiving and day after, Christmas Eve and Day and New Year's Eve and Day. The manager supervisor shall track selections from year to year. Employees must rotate holiday selections throughout the entire vacation scheduling unit until such time as all employees with greater than two years of seniority, has had the opportunity to select one of the three holiday periods.

SECTION 10. EMERGENCY PAID TIME OFF, EXTENDED SICK LEAVE, DISABILITY AND FAMILY MEDICAL LEAVE

A. General Provisions.

I. Definitions

- a. As used in this section, "employee" means any person, holding a regular full-time or regular part-time position at AHS.
- b. Emergency Paid Time Off Leave Defined. As used in this section, "Emergency Paid Time Off" means non pre-approved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) an unexpected emergency situation that requires an absence from work; and (iii), as defined in Section 10.A.c, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in accordance with the HR Policy and Procedure.
- c. As used in this section, "Extended Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) his/her exposure to contagious disease; and (iii) illness or injury of an immediate family member who requires the employee's care. Extended sick leave may only be used after the employee has reached his/her core FTE equivalent for that first week starting with the first day the employee is out sick. If the employee is

admitted to the hospital for one day or more during that first week, that employee may use ESL from the first day the employee is out.

- d. For the purpose of this section, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix B), son, step-son, daughter, step-daughter, grandmother, grandfather, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law.

2. Extended Sick Leave

a. ESL Rules

- (1) Each employee will accrue 3 days (.92 hours per pay period) extended sick leave per year.
- (2) An employee's accrued sick leave of any kind on the date of ratification of this memorandum of understanding will be transferred to an extended sick leave bank.
- (3) Extended sick leave may only be used after the employee has reached his/her core FTE equivalent for that first week starting with the first day the employee is out sick.

- b. Extended Sick Leave shall be used for absences caused by work-related illness or injury or FMLA qualifying absences beginning on the first day of absence. This section does not apply to intermittent FMLA or other intermittent leaves.

c. Emergency PTO - Days or Fractions of Days.

Paid leave may be granted 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 Emergency PTO.

d. Routine Medical or Dental Appointments.

Routine medical or dental appointments of the employee or immediate family member are a valid use of PTO, and employees should be encouraged to have periodic medical examinations to maintain their and their family's health. Except in an emergency, employees who wish to use PTO for routine medical/dental appointments or for acquiring or repairing durable medical equipment shall:

- (1) Schedule such appointments in advance;
- (2) Whenever possible, schedule such appointments at the beginning or end of the shift; and
- (3) Provide his/her supervisor with advance notice.

B. Restoration of Accrued Extended Sick Leave Balances

An employee laid-off due to a reduction in force, who is, within two (2) years of the date of layoff, returned to AHS service from layoff status shall have the balance of unused accrued extended sick leave accrued pursuant to Section I 0.A.2.a. restored to him/her for use as provided in this section.

C. Sick Leave Credit at Retirement.

AHS employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accrued as of the date of their retirement, up to a maximum credit of 62.5 days.

D. Emergency PTO Leave Review.

No employee shall be placed on Emergency PTO leave review unless he/she has first received an oral warning that his/her individual attendance record requires improvement, followed by a written confirmation. The evaluation of an employee's attendance shall not be based on absences covered by Workers' Compensation, FMLA or other legally prohibited bases. Upon request, an employee shall be given a profile documenting his/her attendance record.

If an employee is placed on Emergency PTO leave review, he/she is to be provided with a written statement explaining the reason. Employees may be placed on Emergency PTO leave monitoring for a maximum period of ninety (90) days. The Department Manager or designee has the option of renewing the Emergency PTO leave monitoring for a second ninety (90) day period prior to initiating the disciplinary process as specified in Section 31.

E. Medical Report.

The Department Manager or Designee, as a condition of granting Emergency PTO leave with pay, may require medical verification of sickness or injury in the form of a statement from an employee's physician acceptable to the department when the employee is absent for more than three (3) consecutive working days or when the Department Manager or Designee determines within his/her discretion that there are indications of excessive use of Emergency PTO leave or Emergency PTO leave abuse.

A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public and the request is in compliance with HIPAA.

F. Industrial Supplemental Leave.

If an employee is incapacitated by sickness or injury received in the course of his/her employment by the AHS, such employee shall be entitled to pay as provided herein.

I. Amount and Duration of Payment.

Full-time employees: Full-time employees shall be entitled to receive supplemental industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity except in cases where the employee is incapacitated for more than fourteen days or hospitalized, paid

leave starts on the first day of incapacity. The industrial sick leave wage continuation shall be equal to the difference between 70% of his/her regular or base salary including differentials, footnotes and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one hundred and eighty (180) calendar days from the date of sickness or injury resulting in the incapacity. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods resulting in the incapacity. Following one hundred eighty (180) calendar days, accrued sick leave may be granted to supplement temporary disability payments to provide the disabled employee up to no more than the net regular or base salary (as defined above) received at the time of the injury.

2. Part-time Employees.

Subsection 10.F.1. above applies to part-time employees, but shall be on a prorated basis.

3. On the Job Assault.

In the event that the employee is injured as a result of assault on the employee's person by a patient or visitor, the Industrial supplemental pay period shall not exceed one (1) calendar year from the date of injury. Assault shall be defined as a physical attack upon the person of the employee that results in the actual physical injury to the body of the employee. The injury must be certified by a medical professional after a physical examination of the employee.

4. When Payments Shall be Denied.

Payments shall not be made pursuant to subsection I O.F. 1 to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's 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 employee 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. Who is retired on permanent disability and/or disability retirement 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.

5. Fringe Benefit Entitlement During Industrial Injury Leave.

Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leaves or Industrial Supplemental Pay sick leave wage continuation 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.

6. State Workers Compensation Laws

This benefit shall be administered **in** accordance with State Worker's Compensation Laws

7. 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.

8. Modified Duty Program.

AHS will exercise its best effects to provide an assignment to workers with temporary injuries who are capable of performing modified duty for a period of up to ninety (90) days with a 90 day **extension.**

N. Modification to Worker's 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 SB 899;
- 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.

AHS proposed to meet with all Unions representing employees at AHS and to develop new processes for all employees. Meetings will begin within thirty (30) days of the adoption of this Agreement by the Board of Trustees.

SECTION 11. CATASTROPHIC SICK LEAVE.

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:

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

SECTION 12. BEREAVEMENT LEAVE.

Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to five (5) days. For purpose of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.

Entitlement to a leave of absence under this section 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 13. 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/SUNDAYSCHEDULES.**

- I. Any employee assigned a swing 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.
3. An employee assigned to a night shift who is actually serving on a jury is entitled to equal time off with pay provided that
 - a. if the employee is scheduled to work on the shift immediately preceding the jury duty and the shift immediately following the jury duty, the employee may choose to be off on either shift;
 - b. AHS reserves the right to reassign any such employee to day shift during any period when the employee is on jury duty.

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. **REPORTING TO WORK IF EXCUSED.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (Y) his/her

regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.

- E. **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.
- F. **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.
- G. **FEES PAYABLE TO AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be made payable to AHS.

SECTION 14. HOURS OF WORK; SHIFTS; SCHEDULES AND REST PERIODS.

- A. **WORK SCHEDULE AND CHANGE OF SHIFT.** The Department Head shall prepare a schedule showing the hours which each employee is to work. Except under unforeseeable circumstances, AHS shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees at AHS shall be given ten (10) calendar days' notice of any change in shift schedule.
- B. **WORKDAY AND WORKWEEK**
 - 1. For each employee the regular workday is 8 hours per day, and the regular workweek shall be 40 hours, excluding overtime.
 - 2. The workday and/or workweek will be a proration of time scheduled to work to the regular 40 hour workweek base for the employee's classification enumerated in Appendix A.
- C. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in AHS's workplace, or in some other place where the employee is carrying out the duties of AHS.
- D. **REST PERIODS.** Each employee shall be granted a rest period of fifteen minutes during each work period of more than three hours' duration, provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest periods, or for procurement thereof.

VOLUNTARY REDUCTION OF WORK PERIOD. Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and a Department Head, such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to 13 pay periods as follows:

1. An employee and Department Head may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in subsection 14.E.4.
2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates, or in any other way changes his/her status with AHS, he/she will be removed from the reduced work schedule.
3. With ten (10) calendar days advance notice, a Department Head may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
4. Employees who reduce working hours under this subsection will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as approved leave without pay.

E. **VOLUNTARY TIME OFF.** An employee may request voluntary time off ("VTO"). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Section 32. VTO shall not be granted if:

1. It is intended to be a substitute for sick leave;
2. The employee works elsewhere during the VTO;
3. The employee is within the probation period.

SECTION 15. WAGES.

Salaries of represented employees shall be modified as follows:

A. **ACROSS THE BOARD INCREASES.** The following across the board wage increases (COLA) for those classifications represented by BTC and covered by the MOU to occur on the dates indicated:

- | | | |
|----|-----------------------|-----------|
| I. | Pay Period 21 of 2013 | 2.25% |
| 2. | Pay Period 21 of 2014 | 3% |
| 3. | Pay Period 21 of 2015 | 3% |
| 4. | Pay Period 21 of 2016 | Re-opener |

B. Employees who have achieved I 4 years of service using the Lawson seniority date during the term of this Agreement ending September 30, 2017, shall receive a longevity step 2% over the highest step in the class.

SECTION 16. OVERTIME.

A. **HOW OVERTIME IS AUTHORIZED.** Work for AHS by an employee at times other than those scheduled as the employee's normal workweek pursuant to Section 14. shall be approved in advance in writing by the Department Head, or in cases of unanticipated emergency, shall be approved by the Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Department Head or his/her designee. Employees will not be paid for unauthorized overtime unless those extra hours make the employee eligible for FLSA weekly overtime.

B. **OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a workweek in excess of the regular workweek pursuant to Section 14. for the job classification. Holidays which fall on an employee's regularly scheduled day off shall not count towards the accumulation of the work week. Holidays worked, holidays which fall on an employee's nonnally scheduled work day and paid time off except as noted below shall count toward the accumulation of the work week. No employee shall be scheduled off without pay for the sole purpose of avoiding overtime.

C. **RATES DEFINED.**

1. For the purposes of this Section, the hourly rate shall be the biweekly rate divided by 80.
2. For purposes of this section, the regular rate shall be as defined under the Fair Labor Standards Act ("FLSA") and, consistent with the FLSA, shall include, in addition to his/her hourly rate as defined in subsection 16.C. 1. additional compensation such as applicable premium payments pursuant to Sections 17.A, 17.B., 17.C and 17.F of this memorandum.

D. **OVERTIME PAYMENT.**

1. Consistent with subsection 16.F. herein, employees shall be compensated for overtime work either in cash or in compensatory time at the option of the employee, unless the Department Head specifies otherwise, provided that the Department Head shall not reverse the employee's election unreasonably.

Overtime shall be paid at time and one-half for all hours worked in excess of forty (40) hours in the workweek.

2. Overtime is divided into two categories: overtime for absences or other work planned in advance and built in to the advance schedule and emergency overtime meant to cover absences caused by callouts. This latter category is any call to be absent within 24 hours of the shift start time. All time taken prior to that 24 hour period must be pre-approved. Absences caused by pre-approved time away from normal work shall be filled by current practices.
3. The parties agree that for safety reasons it is of paramount importance to avoid employees working double shifts; to that end, only employees who are not working the shift that is available and have at least a 12 hour break any scheduled shift before or after will be called for overtime. The Employee will have the option of having an 8 hour break between shifts if he so chooses.

4. An employee who has taken non-preapproved time (callout) from the start of the previous pay period through their latest scheduled shift will not be called to work overtime for the available shift.
5. Safety shift overtime will be available to all titles as long as the duties performed are generally within the job description of the employee's title unless there is an emergency during the shift.
6. Starting with the first shift on a mutually agreed start date, employees in the same classification and then other classifications minus the exceptions in paragraphs 3 and 4 above, will be called in order of seniority. Employees who do not answer the phone will be skipped until someone accepts the overtime. All those who work that shift, who called out causing the overtime, who do not answer the phone, and who meet the exception defined in paragraph 4 are moved to the bottom of the rotating overtime list for the next overtime opportunity.
7. If no one accepts the overtime voluntarily and, in the sole discretion of management, the overtime is still necessary, the employee at the bottom of the rotating overtime list will be called and directed to come in to work the overtime shift.
8. If an employee cannot be reached for mandatory overtime, the next employee (except those who opt out) going up the list will be called until someone is reached to work the overtime. If the list is exhausted and overtime is still needed, those employees who opt out will be called from the bottom of that list.
9. Employees who cannot be reached for mandatory overtime more than two times in a rolling sixty day period will remain at the bottom of the rotation overtime list and be subject to disciplinary action.
10. It is the employee's responsibility to make sure management has his/her updated primary phone number. Only one phone number will be called.
11. Employees may opt to decline any overtime for periods of six months at a time by filing form electronically or in writing with management. Once an employee elects to opt out of the overtime rotation, the decision cannot be revoked until the full six months is up.
12. The overtime call list will be reset back in order of seniority around February 1st of each year.
13. The duty engineer is responsible for calling overtime if so designated by management.
14. An employee on paid leave during the employee's entire regular workweek shall only be compensated for overtime to the extent that the employee has actually performed overtime hours in excess of the employee's regular workweek.
15. **Eight (8) Hour Scheduled Shifts:** Effective July 1, 2007, notwithstanding subsections D.1 and D.2, overtime shall be compensated at two (2) times the employee's hourly rate as defined in Section 16.C.1 for all time worked in excess of twelve (12) consecutive hours, provided such work spanned two (2) complete consecutive shifts.

- E. **WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned. Compensatory time on the books must be used or will be cashed out by Pay Period 13 of 2015. No compensatory time is to be earned effective the ratification of contract. All overtime will be paid in cash.
- F. **DAYLIGHT SAVINGS TIME.** All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with subsection 16.D. and its provisions.

SECTION 17. PREMIUM CONDITIONS.

- A. **SPLIT SHIFT.** Any employee required to work a split shift shall be paid at a rate of five percent over and above his/her regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this subsection, "split shift" is defined as any daily tour of duty divided into two or more work periods of time and taking more than nine and one-half consecutive hours to complete, except as provided in subsection 17.B. below.

B. SHIFT DIFFERENTIALS.

- I. **Definitions.** For the purposes of this Section 17.B the following definitions shall apply to employees scheduled to work shifts of eight (8) hours:
 - a. A "PM Shift" means a scheduled shift in which five eighths (%) of the shift occurs between 4:30 PM and 12:00 AM.
 - b. A "Night Shift" means a scheduled shift in which five eighths (%) of the shift occurs between 11:00 PM and 7:00 AM.
 - c. "Base pay" means the hourly pay rate for each classification as set forth in Appendix A.
- 2. Shift Differentials shall be paid as follows:
 - a. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay.
 - b. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.

- C. **STANDBY DUTY.** Unless otherwise provided in the Salary Ordinance, employees who are required to perform standby duty shall be compensated at the rate of one hour for each 8 hours on such duty.

Effective January 1, 2007, employees who are required to perform standby duty shall be compensated at the rate of one and one-half (1.5) hours for each 8 hours on such duty.

Effective January 1, 2008, employees who are required to perform standby duty shall be compensated at the rate of two hours for each 8 hours on such duty.

- D. **CALL-BACK.** An employee called back to work from either standby duty or non-standby status shall be compensated at the premium overtime rate for such work provided, however, that the minimum compensation shall be two hours at the overtime rate.
- E. **REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by AHS that his/her services are not required, he/she will be entitled to two hours pay at the straight-time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum four hours of pay at the straight-time rate, or straight-time pay for hours actually worked, whichever is greater.
- F. **TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.** An employee specifically assigned on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position exceeds 5 days in any 12-month period, which payment shall be retroactive to the first day of such services; provided the following conditions apply:
- I. The employee performs the full range of duties of the higher level position;
 2. The employee has been specifically assigned in advance to perform the duties of the higher level position by the Department Head or his designee;
 3. Assignment is for a minimum of a full shift.
- G. **LEAD DIFFERENTIAL.** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classification, shall receive a differential of five percent (5%) based on their regular straight time pay for actual hours worked while so assigned and regardless of the proportion of the shift that is spent in such lead duties. Employees shall be assigned for a minimum of an entire shift. If the employee is assigned to and performs lead duties over a higher paying classification, the employee will be compensated at the rate of five percent (5%) above the highest paid classification for whom he/she is responsible. This provision supercedes and replaces all agreements and understandings regarding lead pay for employees covered by this MOU. The lead differential shall not be considered premium pay for the purposes of Section 9 (Rate of PTO Pay). The duties of the lead person are set forth in Appendix C.
- G. **PREMIUM CONDITIONS (MEALS).** At AHS work locations where AHS-provided meals are available, a free meal will be provided to employees when working overtime.

SECTION 18. **HEALTH AND DENTAL PLANS.**

A. **HEALTH PLANS.**

I. **HEALTH PLAN COVERAGE FOR FULL-TIME EMPLOYEES.**

AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The chart also shows the subsidy for family coverage for the duration of this agreement. The current co-pays for office

visits, services and prescriptions will be clearly described in the summary of each health plan made available to Union employees during open enrollment.

Employee Contribution:

High Option Plans	10%
PPO Plan	10%
Medium Option Plans	5%
Low Option Plan	5%

- Health Plan Coverage For Employees Regularly Scheduled To Work Less Than The Regular Workweek: Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization as provided in Section _ for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

Pait time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the nine months prior to open enrollment (September 1 through August 31"). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

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%

FMLA, Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.

- DUPLICATIVE COVERAGE:** This applies to married AHS employees or employees with domestic partners, as defined in Appendix B, who both are employed by AHS. The intent of this sub-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 (1) choice from the plan offerings through Alameda County.
- Starting January 1, 2014, 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 will not be eligible for either share the savings or double health and/or dental coverage.

5. **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 (3) 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 (30) 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.

6. **Open Enrollment:** Eligible employees may choose from among options available during the open enrollment period in the Fall of each year.

B. **DENTAL PLANS.**

I. **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 any one of the following dental plan options. This contribution shall apply to the dental plan options provided through the County of Alameda.

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.

The dental plan for less than full-time employees shall provide the same benefit coverage as for full-time employees

3. **OPEN ENROLLMENT:** Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).

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

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

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

SECTION 19. VISION CARE REIMBURSEMENT PLAN.

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period. The employee shall be reimbursed for the cost of either one pair of lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 in a twenty-four month period ending September 14, 2002 and each twenty-four month period, beginning on September 15 of even numbered years.

Reimbursement will be made subject to applicable AHS finance procedures and requirements.

SECTION 20. DISABILITY INSURANCE BENEFITS.

- A. **PARTICIPATION.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.
- B. **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and AHS.
- C. **EMPLOYEE OPTIONS.** There are two options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
 - 1. Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary major medical supplemental paid sick leave, or
 - 2. Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include PTO, sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, unless the employee provides written notice to the Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.

D. **AMOUNT OF SUPPLEMENT.** The amount of the supplement, provided in Section E hereof, for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including those premium conditions limited to subsections 17.A., 17.B., and 17.D., or any other provision of this MOU, and the "weekly benefit amount" multiplied by two and divided by 80.

E. **HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued extended sick leave, discretionary major medical supplemental paid sick leave, PTO leave, compensatory time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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

F. **HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI.** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time, and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplemental is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time, 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 18. herein.

G. **HOLIDAY PAY 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, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 21. LIFE INSURANCE.

Except for any employee who is regularly scheduled to work less than half the regular work week, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65, at age 70, at age 75, at age 80, at age 85, at age 90, and at age 95. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

SECTION 22. EDUCATIONAL LEAVE AND STIPENDS.

A. **EDUCATIONAL STIPENDS.** Upon the approval of the Department Head of any plan submitted by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, AHS shall pay \$1,000 per employee per fiscal year. The maximum AHS liability under this Section shall not exceed \$15,000 in any fiscal year. Employee shall receive such stipends on a first-come, first-served basis each fiscal year.

Reimbursement is contingent on the request being submitted at least 30 days prior to the class; on the request being approved by the Department Head in his discretion; on the course being job-related or related to promotional opportunities; and on proof of satisfactory completion and passage of the course.

The Department Head shall respond to any request for educational stipend course approval, within thirty calendar days of receipt of such request or the employee's selection shall be deemed approved. Approval or failure to timely respond within 30 calendar days does not encumber funds from the Educational Stipend as such funds are administered on a first-come, first-served basis.

An employee may receive the educational stipend before the course is completed. However, verification of completion of the course must be presented to the Department Head within 60 days of the completion of the course or the amount of educational stipend paid to the employee will be deducted from his/her subsequent paycheck, unless the employee was unable to complete the course through no fault of his/her own due to involuntary change of shift, personal or immediate family illness, or a death in the immediate family.

SECTION 23. BOOT ALLOWANCE.

Employees are required to wear thick-soled, high-topped, leather-type work boots (preferably steel toed). Each year AHS shall reimburse employees for the actual cost of one pair of work boots up to \$75.00.

Reimbursement, after the end of the calendar year, will be subject to applicable AHS Finance Office procedures and requirements.

SECTION 24. UNIFORMS.

The Alameda County Medical Center will provide all Bargaining Unit employees with cotton uniforms, through a uniform service (cleaning), which will be required to be worn by employees. Employees shall have the option to select from any reasonable combination of coveralls, overalls, shirt, and/or pants. Employees will be provided changing areas in accordance with legal health and safety regulations.

SECTION 25. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES.

- A. **USE OF VEHICLE AND MILEAGE RATES PAYABLE.** No employee shall be required to use his/her personal vehicle on AHS business. Subject to the provisions of this Section 25, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time.
- B. **MINIMUM ALLOWANCE.** An employee who is authorized by his/her Department Head to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is authorized by his/her Department Head to use his/her private automobile at least ten (10) days in any month, and in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, authorized by his/her Department Head to use a private automobile on AHS business, while so using the automobile, should incur property damage to the employee's

automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of AHS, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within 30 days of such loss, damage, or theft.

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

I. Definitions.

- a. **"Worksite,"** as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one (1) worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.
- b. **"Commute mileage,"** as used in this Section, is the amount of one-way mileage between the employee's home and the employee's assigned worksite.
- c. **"First point of contact,"** as used in this Section, means the first site where, on any given workday, the employee conducts business. If an employee has a first point of contact which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and

the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.

- d. **"Last point of contact,"** as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.
2. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.
 3. An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

SECTION 26. 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 condition of employment becomes 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 27. EMPLOYEE CATEGORIES.

A. **EMPLOYEE CATEGORIES DESCRIBED.** There shall be two (2) employee categories: (a) Full-time; and (b) Part-time.

1. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week.
2. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least sixteen (16) but less than forty (40) hours per week.
3. The creation of any additional job categories utilized for work performed by job classifications in Appendix A shall be subject to the meet and confer process.

B. CLASSIFICATIONS.

- I. **Classifications/New Classifications.** AHS shall continue to use the classifications listed in Appendix A of the MOU and agrees that any proposed changes in classifications, titles, job descriptions and proposed new classifications, for which a portion of the job

duties are the same or similar in nature to those performed by employees in classifications listed in Appendix A, shall be subject to the meet and confer process. 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 Human Resources Committee of AHS's Board of Trustees. The decision of the Human Resources Committee shall be final.

2. **Classification Specifications.** AHS shall maintain written specifications for each classification. Each specification shall be set forth a descriptive classification title, a definition outlining the scope of duties and responsibilities of positions in the classification, the minimum qualifications for the classification, and such other information as appropriate.

Any classification specification may be reviewed by the Union or any employee and, upon request, a copy of any classification specification will be provided to the Union or any employee.

The classification specifications shall be kept current by ongoing review. Such review may include the survey of a single position, or surveys of all positions in a single classification or classification series, or surveys of positions in an organizational unit, or surveys of positions in an occupational grouping.

3. **Interpretation of Classification Specifications.** The classification specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classifications. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

The language of the specifications is not to be construed as limiting or modifying the authority of an AHS department head to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of AHS except that it shall be the responsibility of the department head to report to the Human Resources Department promptly any substantial change in the duties and responsibilities of any position under his/her jurisdiction.

In determining the classification, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the classification is intended to embrace. In order to determine the level and proper grouping of the classification within the plan, its relationship to other classifications also must be considered; therefore, each specification is to be read and interpreted with this relationship in mind.

4. **Reclassification/Out of Classification.** The parties agree that disputes involving matters of Reclassification and Out of Classification are subject to the grievance procedure. 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.

5. **Classification for Displacement and Bidding.** For the purposes of Section 34, Notice of Layoffs, "classifications" means the list of classifications listed in Appendix A.

SECTION 28. PROBATION PERIODS.

- A. **NEWLY HIRED EMPLOYEES.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hiredate.
- B. **TRANSFERS DURING THE PROBATION PERIOD.** An employee may not transfer to another position within AHS during his/her probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Section 32. An employee who so transfers shall commence a new probation 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 29. 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 (See Section 31, Disciplinary Action/Notice of Termination/Personnel Files) 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.
- C. **GRIEVABILITY.**
 1. Evaluations are not subject to Section 32, Grievance Procedure.
 2. **Promotions.** This subsection C does not prohibit an employee from grieving a denial of a promotion if such a decision was based in whole or in part on an evaluation.

3. **Transfers.** Evaluations shall not be used to deny an employee a transfer. For the purposes of this Subsection C, a "transfer" occurs when the employee changes his/her position but remains within the same classification.

SECTION 30. NOTIFICATION OF VACANCIES.

A. POSTING VACANCIES.

- I. **Posting of Vacancies.** When vacancies covered by this MOU occur, 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 sixty (60) days prior to filling the position. The foregoing sixty (60) 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 positions subject to this MOU, AHS shall notify the Union and shall afford them an opportunity to send potential applicants. The Medical Center may employ the applicant who, in its judgment, will make the best employee.
3. **Special Job Requirements.** Special job requirements shall appear on position postings.

B. BIDDING ON POSTED POSITIONS.

- I. **Preferences.** Any current employee may apply for any posted vacancy by submitting a written application. Preference shall be given in the order listed below, and among bidding employees from the same classification, seniority shall govern. The prior sentence is subject to the provisos that (1) the bidding employee must meet all reasonable qualifications of the job established by AHS (the Union has the burden of establishing that the qualifications established are unreasonable), (2) the applicant employee is in good standing and (3) where an employee is applying for a different classification, ability and performance must be approximately equal in AHS's judgment. "Good standing" means that there has been no written disciplinary action in the personnel (H.R.) file within twelve (12) months of the date of the application.
 - a. Regular full-time and part-time employees from the same classification.
 - b. Other applicants within AHS.
 - c. Outside applicants.
2. **Notice of Awarding of Position.** Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Medical Center if they have or have not been awarded the vacancy.
3. **Restriction on Written Bids.** It is understood that any written request under this Section is limited to vacancies or potential vacancies in positions subject to this MOU.

4. **Displaced Employees.** Employees on displaced status may submit a bid for an existing or potential vacancy under the provisions of this Section and such bidding rights are in addition to the employee's recall rights as provided in this MOU. It is the employee's responsibility to initiate any such bids, and the Medical Center has no responsibility to notify displaced employees as to posted or potential vacancies.
5. **Maintenance of Seniority List.** AHS will maintain a current seniority list of employees separated by classification, department, and category, i.e., full-time in one grouping and part-time in another grouping.
6. **Transfer, Promotion and Return.** When an employee is promoted or transferred to a position covered by this MOU, he/she shall serve a ninety (90) day evaluation period. The employee will be given a reasonable period of orientation. If, within the evaluation period, AHS decides in its sole discretion that the employee is failing to perform his/her duties in a satisfactory manner, AHS shall return the employee to the position he/she occupied prior to the promotion or transfer.

B. REHIRE AND RECALL. An employee who resigned or was laid off and who is rehired or recalled within twenty-four (24) months from the termination into a position in which he/she held tenure shall return to the same salary step, and vacation accrual rate and shall have his/her original seniority date, adjusted for the period when not employed by AHS.

SECTION 31. DISCIPLINARY ACTION/NOTICE OF TERMINATION/PERSONNEL FILES.

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.

A. COUNSELING/WARNINGS.

- I. **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:

- I) 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 timeframes 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 Head 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 32 through the Step 3 (CEO or designee) level. 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 32, 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 *Weingarten vs. 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 an invalid meeting will be considered null and void.

G. **PERSONNEL FILES.**

1. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file 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 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. Such inspections shall be arranged in advance with Human Resources.
2. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without

his/her prior notice. Letters of reprimand or warning will be removed from an employee's official personnel (H.R.) 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.

SECTION 32. GRIEVANCE PROCEDURE.

- A. **EMPLOYEE GRIEVANCE.** If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Subsection A. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS/departmental rules, or a provision of this Memorandum of Understanding, provided that the issue is within the scope of representation as defined in California Government Code Sections 3504.
- B. **STEP 1. MEETING WITH SUPERVISOR.** The employee shall first request to confer with his/her immediate supervisor and such meeting shall occur within five (5) days of the request. The employee has the right to request the presence of a shop steward at this meeting. No grievance shall be processed unless request for this meeting has occurred.
- C. **STEP 2. 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 Department Head. The grievance shall state:
1. The section of the MOU that has been allegedly breached;
 2. The facts upon which it is based;
 3. The remedy that is sought;
 4. The date of the meeting with the supervisor.
- Within ten (10) days of receiving the written grievance, the Department Head shall schedule a meeting or provide a written response. 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.
- D. **STEP 3. MEETING WITH THE CEO.** Within ten (10) days of receiving the request, a Step 3 meeting with the CEO shall be scheduled. 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, either party may request in writing that the matter be referred to Step 4, Joint Conference Board.
- E. **STEP 4. JOINT CONFERENCE BOARD.** In the event resolution is not achieved at Step 3, within 15 days, either party may refer the dispute to a Joint Conference Board composed of two (2) members selected by the AHS Chief of Human Resource Services and two (2) selected by the responsible managing agent of the Union, who shall hear the matter and resolve same by majority vote. In such event, the decision of the Joint Conference Board shall be final and binding on the parties.

- F. **STEP 5. ARBITRATION.** In the event that resolution is not achieved at Step 4, within 30 days either party may refer the dispute to Arbitration. The arbitrator will be selected by the representatives of AHS and the Union. 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. **UNION GRIEVANCE.** Grievances by the Union under Section 1.B of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.
- H. **TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 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 5) is presented within thirty (30) days of the Board meeting at which the deadlock occurred if the grievance is referred to a Joint Conference Board and the Board is deadlocked. 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 5, 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.
- I. **AUTHORITY OF ARBITRATOR.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- J. **DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 31.

SECTION 33. SENIORITY.

- A. **SENIORITY DEFINED.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's most recent date of hire. As an exception to the above, seniority for the purposes of displacement shall be based on the employee's total accrual of regular hours paid in his/her employment.
- B. **TRANSITION.** Employees who were employed by the County of Alameda and who were hired by AHS on November 12, 2000 without a break in employment shall retain their County hire date for seniority purposes.
- C. **BREAK IN SERVICE.** For the purposes of this Section 33, a "break in service" shall be the following:
 - I. A resignation;
 - 2. Retirement;
 - 3. A termination for cause;

4. A displacement exceeding twenty-four (24) months.
- D. **ADJUSTMENT OF SENIORITY DATE.** An employee's seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six (6) months.
- E. **TIES IN SENIORITY.** In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.
- F. **REHIRE AND RECALL.** See Section 30.C., Notification of Vacancies, Rehire and Recall, for provisions covering recall and rehire.

SECTION 34. LAYOFFS.

- A. **DETERMINATION OF EXTENT OF LAYOFF.** Whenever it becomes necessary to reduce the number of employees at AHS, the CEO shall determine the classifications to be affected by the reduction, the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees.

When specific positions within a classification require special skill, knowledge, or abilities, the Human Resources Department, with prior concurrence of the CEO and Board of Trustees, and after meeting and conferring with the Union, may designate specialties within a classification and treat such approved specialty as a separate classification for the purpose of layoff and demotion in lieu of layoff.

An employee exercising rights to a vacant position, or to displace an employee occupying a position, pursuant to this Section 34 must be qualified for that position. For the purposes of this Section 34, "qualified" means that the employee has the required certification and is able to perform all the duties of that position.

- B. **ORDER OF LAYOFF.** Layoff within the affected classifications shall be based on inverse seniority. Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced. AHS will cease using any contract employees in the affected areas prior to any displacement.
- C. **LATERAL MOVEMENT TO A VACANT POSITION.** An employee subject to layoff may elect to move to a vacant position in his/her own classification or to a vacant position in an equal-paying classification, provided that such employee has held a position in that equal-paying classification.
- D. **LATERAL MOVEMENT TO AN EQUAL-PAYING POSITION IN LIEU OF LAYOFF.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one equal-paying classification does not have an option as to the classification in which the layoff will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.
- E. **DEMOTION IN LIEU OF LAYOFF.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification.

When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.

- F. **NOTICE.** Prior to any lay off, employees will be given notice of one (1) month or one (1) month's pay in lieu of notice or any combination of pay and notice.
- G. **RECALL.** Employees shall be recalled by seniority for two (2) years from the date of the layoff.
- H. **ALTERNATE PROCEDURE.** AHS and the Union agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used.

SECTION 35. CONTRACTING OUT.

- A. AHS will, as far in advance as possible of the action by AHS, inform the BTC of any new contracting out of services exclusively performed by employees covered by this MOU ("bargaining unit work"). Upon ratification of this MOU, AHS will also provide the BTC with a list of all current agreements to contract out work by the Engineering Department. Thereafter, on a monthly basis, AHS will provide the BTC with a list of all new agreements to contract out work by the Engineering Department. Upon written request by the union, AHS will supply a copy of any such agreement.
- B. AHS shall not contract out bargaining unit work if it results in loss of positions or employment by existing employees covered by this MOU ("covered employees") except under the following circumstances:
 - 1. Prior to contracting out such work AHS shall notify the Union at least 60 days in **advance;**
 - 2. AHS shall provide the Union with full details of its proposed action, its reasons and the anticipated impact on its workforce;
 - 3. AHS shall promptly meet with the Union to review the disclosures in paragraph 2.
 - 4. The Union may present alternative plans to AHS which AHS shall promptly consider.
 - 5. AHS shall not proceed with any planned contracting out if the alternative plans presented by the Union are cost neutral to AHS and/or otherwise meet the AHS's business objectives.
- C. Subject to Subsection E, and in addition to the notification in Subsections A and B above, AHS will also notify the Union of its intent to contract out bargaining unit work at any newly acquired or newly constructed AHS facility. AHS shall notify the Union at least sixty (60) days prior to action by the Board of AHS to effect any such contracting out, except in the case of an emergency, in which AHS shall give as much notice as possible.
- D. Without the consent of the Union, which consent shall not be unreasonably withheld, AHS shall not retain any temporary employees who perform bargaining unit work for more than ninety (90) calendar days. Upon written request, AHS shall supply the Union with a monthly update of

temporary employees by name, department, date of hire, status (full-time, part-time). Temporary employees filling in for a specific employee who is absent by reason of an approved leave of absence, such as a maternity leave or disability leave, shall not be subject to the ninety (90) day limitation. AHS shall not replace or exchange temporary employees to avoid compliance with this provision.

- E. Nothing in this section shall be interpreted as preventing or restricting AHS from continuing to execute contracts signed prior to the ratification date of this MOU (September 16, 2001). Renewal of such contracts will be subject to the provisions of this section.

SECTION 36. SAFETY.

- A. **GOALS AND FUNCTIONS.** It is the responsibility of AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act and other applicable safety and health regulations.
- B. **AHS SAFETY COMMITTEES.** There shall be at least one bargaining unit employee, to be selected by the Union, on the AHS Safety Committee and on any Departmental work site safety committee. The size of each committee and the number of Union represented employees assigned to the committee will be determined by the CEO.
- C. **DEPARTMENTAL MEETINGS.** Workplace safety issues shall be on the agenda of each Department meeting and sufficient time at such meetings shall be devoted to such issues. Departmental Meetings shall be scheduled at reasonable times monthly and there shall be no less than ten such meetings each year. In the event there is insufficient time at any meeting to address workplace safety issues, AHS will hold a special departmental meeting for such purposes. The Department meetings shall include as one of their goals identification of ways in which work performed by members of the bargaining unit can be made safer and may make recommendations to the AHS Safety Committee. Attendance at mandatory meetings shall be considered "work performed" for the purposes of Section 16.B - Overtime.
- D. **FREQUENCY OF MEETINGS.** The AHS Safety Committee meets monthly. Other safety committees meet as scheduled.
- E. **ORIENTATION/TRAINING.** AHS will provide orientation/training to the members of AHS Safety Committees. Training provided to Safety Committee members may be developed by the AHS Safety Committee subject to the approval of the AHS Safety Officer. In the event outside training is available to the committees, AHS will allow release time for committee members in accordance with Subsection I of this Section 36.
- F. **REPORTING PROCEDURES AND COMMITTEE MEMBERSHIP.** AHS's Safety Officer will distribute to employees a Memorandum which will identify the members of the AHS Safety Committee and specify the procedures that should be followed in reporting hazards or safety problems.
- G. **CAL/OSHA LOG.** The AHS Safety Officer will prepare and circulate one (1) copy of the AHS Cal/OSHA log to the Union on a quarterly basis. These reports will also be made available to the AHS Safety Committee, and will be posted on departmental bulletin boards.

The Union shall have the right to designate workplace Union Safety Representatives pursuant to Cal/OSHA laws.

- H. **WORKPLACE VIOLENCE GUIDELINES.** AHS shall ensure compliance with AHS's workplace violence guidelines. Within six (6) months of the execution of this MOU (September 16, 2001). AHS shall meet and confer with the Union regarding the Guidelines.
- I. **RELEASE TIME.** Full-time or part-time employees who have been formally designated as Union representatives pursuant to paragraph B above shall carry out their duties under this Section on AHS time, provided, however, that the employee shall only be granted paid release time for meetings during those hours when the employee would have been regularly scheduled to work.

SECTION 37. NO STRIKE - NO LOCKOUT.

There shall be no lockout or strike, slowdown, work stoppage, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the life of this Memorandum of Understanding. The Union agrees to take all measures reasonably necessary and appropriate to assure that the provisions of this Section are observed.

SECTION 38. SAVINGS CLAUSE.

If any provision of this Memorandum 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 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 39. ENACTMENT.

It is agreed that the foregoing shall be submitted to the Alameda Health System Board of Trustees by the Chief of Human Resources and the Union for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance which shall incorporate this Memorandum either in full or by reference.

Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent AHS resolutions.

SECTION 40. SCOPE OF AGREEMENT.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. 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 41. TERM OF MEMORANDUM.

This Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full force and effect to and including September 30, 2017.

SIGNED AND ENTERED INTO THIS 29th DAY OF April, 2015.

FOR ALAMEDA HEALTH SYSTEM:

FOR ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL:

Jeanette Gordon Corbett
Chief Human Resources Officer

Mary Helen Norman, BTC ^{4/28/15}
Business Representative
BTC

Labor

K rJ-P
Business Representative
BTC 342

Michael J. Shop Steward
for 4/28/15

APPENDIX A

- 9665 Building Equipment Maintenance Worker
- 9125 Building Maintenance Laborer
- 72716 Carpenter/Locksmith
- 9230 Electrician
- 9240 Painter
- 9670 Stationary Engineer

BTC Salary Schedule

Job Code	Classification - 2.25% ATB Effective 9/15/13	SCH GRD	Union	Rate	Longevity Rate
72730	Bldg. Equip. Maint. Wrk.	SH6 30	BTC	\$ 36.9950	\$ 37.7349
72735	Building Maintenance Laborer	SH6 35	BTC	\$ 28.6381	\$ 29.2109
72725	Building Maintenance Worker II	SH625	BTC	\$ 38.0933	\$ 38.8552
72505	Carpenter	SH6 1	BTC	\$ 40.8619	\$ 41.6791
72716	Carpenter/Locksmith	SH616	BTC	\$ 40.8619	\$ 41.6791
72705	Electrician	SH6 5	BTC	\$ 44.3533	\$ 45.2404
72715	Locksmith	SH615	BTC	\$ 40.8619	\$ 41.6791
72720	Painter	SH6 20	BTC	\$ 40.0280	\$ 40.8286
72710	Stationary Engineer	SH610	BTC	\$ 42.7965	\$ 43.6524

Job Code	Classification - 3% ATB Effective 9/14/14	SCH GRD	Union	Rate	Longevity Rate
72730	Bldg. Equip. Maint. Wrk.	SH6 30	BTC	\$ 38.1049	\$ 38.8670
72735	Building Maintenance Laborer	SH6 35	BTC	\$ 29.4972	\$ 30.0871
72725	Building Maintenance Worker II	SH6 25	BTC	\$ 39.2361	\$ 40.0208
72505	Carpenter	SH61	BTC	\$ 42.0878	\$ 42.9296
72716	Carpenter/Locksmith	SH616	BTC	\$ 42.0878	\$ 42.9296
72705	Electrician	SH6 5	BTC	\$ 45.6839	\$ 46.5976
72715	Locksmith	SH615	BTC	\$ 42.0878	\$ 42.9296
72720	Painter	SH6 20	BTC	\$ 41.2288	\$ 42.0534
72710	Stationary Engineer	SH610	BTC	\$ 44.0804	\$ 44.9620

Job Code	Classification - 3% ATB Effective 9/13/15	SCH GRD	Union	Rate	Longevity Rate
72730	Bldg. Equip. Maint. Wrk.	SH6 30	BTC	\$ 39.2480	\$ 40.0330
72735	Building Maintenance Laborer	SH6 35	BTC	\$ 30.3821	\$ 30.9897
72725	Building Maintenance Worker II	SH6 25	BTC	\$ 40.4132	\$ 41.2215
72505	Carpenter	SH6 1	BTC	\$ 43.3504	\$ 44.2174
72716	Carpenter/Locksmith	SH6 16	BTC	\$ 43.3504	\$ 44.2174
72705	Electrician	SH6 5	BTC	\$ 47.0544	\$ 47.9955
72715	Locksmith	SH615	BTC	\$ 43.3504	\$ 44.2174
72720	Painter	SH6 20	BTC	\$ 42.4657	\$ 43.3150
72710	Stationary Engineer	SH610	BTC	\$ 45.4028	\$ 46.3109

APPENDIX B

DOMESTIC PARTNER DEFINED

A "domestic partnership" shall exist between two (2) persons, one (1) 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:

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

APPENDIXC

LEAD DUTIES

1. Acts as the representative of the Operations Supervisor of the Engineering Services Department (the "Supervisor") in the absence of the Supervisor.
5. Holds shop meetings and passes out work assignments when the Supervisor is not able to perform this task.
6. Collects and distributes work orders.
7. Reassigns tasks as situations change.
8. Collects and holds documentation for the Supervisor.
9. Notifies the Supervisor of any and all problems.
10. Leads - organizes the work of several employees working together.
11. Reviews and initials timesheets and other employee time reports for accuracy only. (Supervisor is still responsible for signing all timesheets etc.)
12. Performs other duties as assigned.

The lead person has the authority to issue directions to the engineering staff. Assignments given by the lead person will be acted upon as if they came from the Supervisor.

The lead person is a working lead and will perform routine maintenance and repair work when not performing lead duties.

SIDELETTERS OF AGREEMENT

Sideletters of Agreement and Letters of Understanding are provisions negotiated by the Union and AHS that are separate from, and supplemental to, our Memorandum of Understanding.

SIDELETTER RE: MAJOR MEDICAL SUPPLEMENTAL PAID LEAVE

The following provisions will apply to employees who transfer into the bargaining unit during the term of this MOU provided they have the required length of service and otherwise qualify for Major Medical Supplemental Paid Leave.

MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

A. LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

13. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - a. 22 days for those employed on a full-time basis as of June 25, 1979.
 - b. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding June 25, 1979 for those employed on a less than full-time basis.
14. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - a. 44 days for those employed on a full-time basis as of June 25, 1979.
 - b. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding June 25, 1979 for those employed on a less than full-time basis

B. CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE. For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such employees, a Department Head in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:

1. The employee exhausted paid cumulative sick leave entitlement accrued pursuant to Section 10,
2. The employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
3. The work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,
4. The injury or illness was not incurred in the course of employment, and
5. The employee has not incurred a break in service subsequent to June 24, 1979.

- C. **MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.** The Department Head's determination to deny major medical supplemental paid sick leave shall be final and nongrievable.

SIDE LETTER RE: BUILDING EQUIPMENT MAINTENANCE WORKER

Whenever the Building Equipment Maintenance Worker ("BEMW") is assigned to work a shift at a site and there is no Stationary Engineer assigned on that shift at that site, the BEMW shall be entitled to a differential of five (5%) percent for all shifts so worked. For the purposes of this side letter, Fairmont Hospital and John George Psychiatric Pavilion shall be considered as one site.

The BEMW shall not be entitled to this differential if the BEMW is receiving pay for Temporary Assignment to a Higher Level Position, Section 17.F. or Lead Pay, Section 17.G.

SIDE LETTER RE: MARKET SURVEY AND PLUMBING WORK

AHS and the BTC agree that no later than six (6) months prior to the termination of this Memorandum of Understanding ("MOU"), AHS and the BTC will establish a committee (the "Committee") to identify those employers in the San Francisco Bay Area, who are deemed to be appropriate for market comparisons. The Committee will consist of three (3) members selected by the Union and three (3) members selected by AHS.

The goal of the Committee shall be to identify employers who can be used as appropriate comparisons in determining appropriate wage increases for classifications listed in Appendix A. The Committee shall complete its work within thirty (30) days of the initial meeting and shall provide a written report to the BTC and AHS.

AHS and BTC further agree that at the same time they will review the amount of plumbing work performed by Stationary Engineers to determine whether the amount of plumbing work performed by Stationary Engineers might justify the creation of a plumbing position. Nothing in this side letter shall be interpreted to require that AHS create any position or positions.

Employees who attend meetings which occur during their scheduled work time pursuant to this side letter shall be entitled to release time.

SIDE LETTER BETWEEN AHS AND BTC

Section 18 D. of the MOU between AHS and BTC is hereby amended as follows:

D. OVERTIME PAYMENT.

1. Consistent with subsection 16. E. and F. herein, employees shall be compensated for overtime work either in cash or in compensatory time (consistent with Section of this Agreement) at the option of the employee, unless the Department Head specifies otherwise, provided that the Department Head shall not reverse the employee's election unreasonably.

Overtime shall be paid at time and one-half for all hours worked in excess of forty (40) hours in the workweek.

2. Overtime is divided into two categories: overtime for absences or other work planned in advance and built in to the advance schedule and emergency overtime meant to cover absences caused by callouts where only 1 employee would be on duty. Other callouts would be filled by overtime at management's discretion. ~~This latter category~~ The second category is any call to be absent within 24 hours of the shift start time. All time taken prior to that 24 hour period must be pre-approved. Absences caused by pre-approved time away from normal work shall be filled by current practices.
3. The parties agree that for safety reasons it is of paramount importance to avoid employees working double shifts; to that end, only employees who are not working the available shift ~~that is available~~ and have at least a 12 hour break between any scheduled shift before or after will be called for voluntary overtime. The Employee will have the option of having an 8 hour break between shifts if he or she so chooses.
4. ~~An employee who has taken non preapproved time (callout) from the start of the previous pay period through their latest scheduled shift will not be called to to work overtime for the available shift.~~ If the employees described in section 3 are unavailable, the shift shall be split between two employees using the seniority call list as described in this section.
5. Safety shift overtime will be available to all titles as long as the duties performed are generally within the job description of the employee's title unless there is an emergency during the shift.
6. ~~Starting with the first shift on a mutually agreed start date, the~~ Employees in the same classification and then other classifications minus the exceptions in paragraph 3 and 4 above, will be called in order of seniority. Employees who do not answer the phone will be skipped until someone accepts the overtime. ~~All those who work that shift, who called out causing the overtime, who do not answer the phone, and who meet the exception defined in paragraph 4 are moved to the bottom of the rotating overtime list for the next overtime opportunity.~~
7. If no one accepts the overtime voluntarily, and, in the sole discretion of management, the overtime is still necessary, the employee at the bottom of the rotating overtime seniority list will be called and ~~directed~~ required to ~~come~~ in to work the overtime ~~shift~~.

8. If an employee cannot be reached for mandatory overtime, the next employee (~~except those who opt out~~) going up the list will be called until someone is reached to work the overtime. If the list is exhausted and overtime is still needed, ~~those employees who opt out will be called from the bottom of that list~~ the least senior employee on the preceding shift will be required to stay and cover the call out on mandatory overtime.
9. Refusal to work mandatory overtime will result in disciplinary action.-Employees who cannot be reached for mandatory overtime more than two times in a rolling sixty day period will remain at the bottom of the rotation overtime list and be subject to disciplinary action.
10. It is the employee's responsibility to make sure management has his/her updated primary phone number. Only one phone number will be called.
11. Employees may opt to decline ~~any~~ voluntary overtime for periods of ~~six~~ three months at a time by filing a form ~~electronically or~~ or in writing with management. Once an employee elects to opt out of the overtime rotation, the decision cannot be revoked until the full ~~six~~ three months is up. It is the employee's responsibility to revoke the "opt out" in writing to management if he or she so chooses.
12. ~~The overtime call list will be reset back in order of seniority around February 1st of each year,~~
13. The duty engineer is responsible for calling overtime if so designated by management.

For BTC:

Maryellen Manna - 4/28/15
M Ford - 4/28/15
 Date: 4/28/15

For AHS:

[Signature]
 Date: 04/28/15 ^u *PHC*

**2013-2017
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY BUILDING
AND CONSTRUCTION TRADES COUNCIL
AND
ALAMEDA HEALTH SYSTEM**

INDEX

	<u>Page No.</u>
Access to Employees	4
Adoptive/Paternity Leave	7
Agency Shop	3
Allowance for Use of Private Automobiles	32
Appendix A	46
Appendix B	48
Appendix C	49
Bereavement Leave	20
Boot Allowance	31
Bulletin Boards	5
Call-Back	26
Cash Payment in Lieu of PTO Leave	11
Catastrophic Sick Leave Program	19
Classification and Reclassification	33
Contracting Out	42
Dental Plan Coverage for Full-Time Employees	28
Dental Plan Coverage for Less than Full-Time Employees	28
Dental Plan, Open Enrollment	28
Dental Plan, 30-Day Re-Enrollment	28
Department Head Defined	2
Disability Insurance Benefits	29
Disability Leave for Other Employment	7
Disciplinary Action	37
Domestic Partner Defined	48
Educational Leave	31
Educational Stipends	31
Effect of Legally Mandated Changes	33
Emergency Paid Time Off, Extended Sick Leave	14
Emergency Paid Time Off, Defined	14
Emergency Paid Time Off, Medical Report	16
Emergency Leave: Sickness in Immediate Family	14
Employee Categories	33
Enactment	44
Evaluations	35
Family Sick Leave	14

Family Sick Leave, Emergency Leave -- Sickness in Immediate Family	14
Family Sick Leave, Routine Medical Care for Dependent Children/Adult	15
Floating Holiday	9
Grievance Procedure	39
Grievances, Arbitration.....	40
Grievances, Employee	39
Grievances, Time Limits.....	40
Grievance, Union	40
Health and Dental Plans.....	26
Health Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week	27
Health Plan Coverage for Full-Time Employees.....	27
Health Plan, Duplicative Coverage	27
Health Plan, Open Enrollment.....	28
Hold Harmless	4
Holiday Compensation	9
Holidays	8
Holidays, Defined	8
Holidays, Number of Holidays for Shift Workers.....	9
Holidays to be Observed on Workdays.....	9
Hours of Work.....	21
Industrial Sick Leave Benefit	16
Jury Duty and In Answer to Subpoena, Leave for	20
Labor-Management Committee.....	5
Layoffs, Notice of.....	41
Lead Differential.....	26
Leave for Assignment to Special Project.	6
Leave for Participating in Examination Process	8
Leave for Participating in the Selection or Transfer Process.....	8
Leave for Employment with the Union	8
Leaves of Absence	6
Life Insurance	30
Maternity Leave	7
Meetings	6
Mileage	32
Mileage, Minimum Allowance.....	32
Mileage Rates Payable.....	32
Mileage, Reimbursement for Property Damage	32
Military Leave.....	6
Modified Duty Program.....	18
No Discrimination	2
No Leave to Accept Outside Employment.	6
No Strike - No Lockout.	44
Notice of Layoffs	41

Notice of Termination	38
Notification of Vacancies.....	36
Overtime	23
Paternity/Adoptive Leave	7
Payroll Deductions and Payover.....	4
Personal Disability Leave.....	7
Personal Emergency Leave.....	13
Personnel Files.....	38
Premium Conditions	25
Posting Vacancies.....	36
Premium Conditions (Meals).....	26
Probation Periods.....	35
PTO Accrual	11
PTO, Date When Vacation Credit Starts	11
PTO, Effect of Absence on Continuous Service.....	12
PTO Leave	11
PTO, Maximum Vacation Leave	12
PTO, Rate of Pay	13
PTO Transfer.....	14
PTO, When Vacation May Be Taken.....	12
Recognition.....	1
Reimbursement for Property Damage.....	32
Reporting Pay.....	26
Rest Periods	21
Return to Duty	8
Safety.....	43
Savings Clause	44
Scope of Agreement.....	44
Shift Differentials	25
Shop Stewards	5
Sick Leave, Credit at Retirement	15
Split Shift	25
Standby Duty	25
Temporary Assignment to a Higher Level Position	26
Term of Memorandum.....	45
Uniforms	31
Union Security	2
Use of Bulletin Boards.....	5
Use of AHS Facilities.....	5
Vision Care Reimbursement	29
Voluntary Reduction of Work Period.....	21
Voluntary Time-Off	22

Wages.....22
Whistleblowing/Retaliation2