

MEMORANDUM OF UNDERSTANDING

By and Between

**Alameda Health Systems
Alameda Hospital**

and the

**International Union of Operating Engineers,
Stationary Engineers, Local 39**



November 1, 2020 – October 31, 2024

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AGREEMENT

This MEMORANDUM OF UNDERSTANDING, entered into by and between ***Alameda Health Systems, Alameda Hospital***, hereinafter referred to as the "Employer," and the ***International Union of Operating Engineers, Stationary Local No. 39, AFL-CIO***, hereinafter referred to as the "Union."

ARTICLE I

SECTION 1. RECOGNITION

- A. Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Hospital. This Memorandum of Understanding is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.
- B. It is mutually agreed that it is the duty and right of the Administrator to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff and discharge employees subject only to the conditions herein set forth.
- C. The employees shall continue to perform all the duties pertaining to the operation and maintenance of all mechanical machinery and appurtenances, and such other duties as have historically and traditionally been performed by that classification at the facility. Nothing shall preclude the Employer from utilizing contractors for emergency and/or construction work.

SECTION 2. UNION MEMBERSHIP

- A. AHS recognizes the Union as the exclusive bargaining representative for All employees listed in Appendix A.
- B. The Hospital and Local 39 shall comply with federal and state law in the deduction and remittance of membership dues and fees.
- C. All employees covered by the terms of this Agreement may voluntarily become and remain members in good standing of the Union pursuant to the provisions of the MMBA. No employee shall be required to join the Union as a condition of employment with the Hospital.
- D. In the event the Hospital receives inquires/communications from an employee regarding Union membership, the Hospital shall redirect the employee to the Union. Any written inquiries/communications from Employees shall be forwarded to the Union.

ARTICLE II

SECTION 1. OPERATION

- A. When an engine, a boiler or machinery is in operation, there shall be an Engineer on watch in the Plant. Hospitals that are licensed for one hundred (100) beds or less, or do not have a high pressure boiler plant are exempt from this requirement.

- B. When a boiler, covered by California State Safety Orders is in operation, it shall not be left unattended for a period of time longer than it will take the water level to drop from the normal operating level to the lowest permissible water level in the water gauge glass--or indicated by indicating devices or recorders--when the feed-water is shut off and the boilers are forced to their maximum capacity unless all of the following are complied with:
 - (1) The boiler is equipped with an audible alarm that will operate when the water reaches the highest and lowest permissible operating level or for boilers having no fixed steam or water line when the highest permissible operating temperature is reached.
 - (2) The boiler is equipped with a low water safety device that will shut off the fuel to the burner or burners when the water reaches the lowest permissible operating level, or, for boilers having no fixed steam or water line, when the highest permissible operating temperature is reached. This device shall require manual resetting unless the pilot is equipped with a full safety pilot control.
 - (3) The Engineer shall personally check the operation of the boiler, the necessary auxiliaries and the water level in boiler at such intervals as are necessary to insure the safe operation of the boiler; provided; however, that the maximum interval the boiler and its auxiliaries can be left without checking shall not exceed sixty (60) minutes. The operation of the automatic controls shall be checked at the beginning of each shift.
 - (4) The Hospital will not hold an Engineer responsible if ordered to be away from the boiler room in excess of the time limits set forth above.

SECTION 2. ASSISTANT CHIEF ENGINEER

If the Hospital employs more than six (6) Engineers, it shall employ an Assistant Chief Engineer.

SECTION 3. STATIONARY ENGINEER

The Stationary Engineer shall, under the direction of the Chief Engineer or the Assistant Chief Engineer, if any, operate and maintain all steam, electrical, refrigeration, and mechanical equipment in the Hospital. The Stationary Engineer shall also perform all other duties traditionally performed by the Stationary Engineers in the Hospital.

SECTION 4. RELIEF ENGINEER

A Relief Engineer is an Engineer who relieves other Engineers who are on vacation, sick leave or other approved absence. The Relief Engineer, when not relieving other Engineers, shall be assigned to a day shift, Monday through Friday schedule.

SECTION 5. BIOMEDICAL ELECTRONICS TECHNICIAN

- A. The Biomedical Electronics Technician shall spend the majority of his/her time repairing, maintaining and performing safety inspections of sophisticated, electronic, patient-oriented equipment such as cardiac monitoring devices, etc. The Hospital shall have the right to establish the qualifications to be required of the employee or employees who fill this position in the Hospital. Also, the work may be performed by non-employees of the Hospital under Warranty Agreements or when the electronic equipment is leased, rather than owned, by the Hospital. This Section does not require coverage under the Memorandum of Understanding of employees such as Professional Engineers, Technicians, Physicists, etc., who are responsible for the design or set-up or adjustment or regulation or operation of such equipment, but whose duties may also include repair and/or maintenance work, which repair and/or maintenance work may be performed by them without violation of this Memorandum of Understanding.
- B. This Section shall not require coverage under the Memorandum of Understanding of a Biomedical Electronics Technician who, on October 1, 1974, was performing work covered by this Section but was not a member of the Union.
- C. If the Hospital requires a Biomedical Electronics Technician to repair or maintain new, sophisticated, patient-oriented electronics equipment, the Hospital, when it purchases such new equipment, will use its best efforts to have the manufacturer or supplier provide training on the equipment for such Biomedical Electronics Technician, provided there is not additional charge for such training.
- D. The Hospital shall designate an individual to be the supervisor for Biomedical Electronics Technicians in the Hospital who, at the Hospital's option, may be a supervisor subject to this Memorandum of Understanding. If the Hospital elects to have the designated supervisor of the Biomedical Electronics Technicians subject to this Memorandum of Understanding, his/her salary shall not be less than twelve and one-half percent (12½%) over the salary of the Biomedical Electronics Technician.

SECTION 6. APPRENTICES AND JOINT COMMITTEE

- A. The Employer and the Union agree that a planned system of apprenticeship training shall be adopted under the provisions of the Apprentice Labor Standards Act of 1939, as amended. In the event the Hospital, joins the existing Stationary Apprenticeship Program, the Hospital, at their option, may have representation on the Joint Apprenticeship Committee.
- B. The Hospital shall employ apprentices at a ratio of one (1) apprentice for every five (5) Engineers including, the Chief Engineer and Assistant Chief, if one is employed, and excluding Utility Engineers. At the sole discretion of the Hospital, if it is determined that a sixth (6th) Engineer should be employed, that Engineer shall be an Apprentice.

The Hospital agrees to contribute to an Apprenticeship Training fund to provide a training program for both journeymen who wish to improve their skills and apprentices entering the industry. The contribution due January 15th of each year of the agreement shall be Five Hundred Fifty Dollars (\$550.00), beginning January 1, 2021, Six Hundred Dollars (\$600.00) for January 2022, Six Hundred Dollars (\$600.00) for January 2023 and Six Hundred Twenty-five Dollars (\$625.00) for January 2024. The contribution will be made for each engineer employed on that date.

- C. There shall be a Committee composed of two (2) Engineers and two (2) members of Administration at the Hospital where there are no apprentices employed. Such Committee shall discuss the advantages to the Hospital and the possibilities of employing apprentices in the future. The Engineer members of the Committee may include a business representative of the Union. Representatives of the Hospital may attend meetings of the Committee. The deliberations and recommendations of such Committee shall not be subject to the grievance procedure or arbitration.
- D. When there are less than two (2) Engineers on any shift, the above Committee shall meet for the purpose of discussing staffing. The discussion shall include such factors as safety, cost, work to be performed, etc. The deliberations of such Committee and any recommendation reached shall not be subject to the grievance procedure or arbitration.

SECTION 7. RELIEF OF CHIEF ENGINEER

- A. When a Stationary Engineer relieves the Chief Engineer for a full shift or more in cases where the Chief Engineer and Assistant Chief Engineer are simultaneously absent for reasons other than their respective days off or paid holidays, the Stationary Engineer shall receive the Chief Engineer's rate for the time spent in relieving the Chief Engineer. The same shall also apply when there is no Assistant Chief Engineer and a Stationary Engineer relieves a Chief Engineer on other than the Chief Engineer's regular days off or paid holidays.

- B. If the Assistant Chief Engineer relieves the Chief Engineer on a leave of absence or vacation or days off or holidays, then the Assistant Chief Engineer shall receive the minimum scale of the Chief Engineer provided in the Agreement commencing with the first day of such relief.

ARTICLE III

SECTION 1. WAGES

- A. The following wage scales shall be effective for the specified classifications within the jurisdiction of the Union:

HOURLY WAGE RATES				
Classification / Effective Dates	11/01/20	11/01/21	11/01/22	11/01/23
Chief Engineer	\$71.55	\$73.69	\$75.90	\$78.18
Assistant Chief Engineer	64.40	66.32	68.31	70.36
Stationary Engineer	57.24	58.95	60.72	62.54
Biomedical Electronics Technicians	57.24	58.95	60.72	62.54
Utility Engineer	31.48	32.42	33.40	34.40

- B. The Chief Engineer shall receive twenty-five percent (25%) salary differential over the salary of the Stationary Engineer. The Assistant Chief Engineer shall receive a twelve and one-half percent 12½% salary differential over the salary of the Stationary Engineer.
- C. The Hospital may employ Utility Workers, and if employed, they shall be paid at 55% of the Stationary Engineer rate. If the Hospital wishes to employ a Utility Worker(s), the Union and Hospital will discuss and reach agreement on a Side Letter setting forth the duties of the Utility Worker, including the ratio of Utility Workers. The intent is that the types of duties and level of functioning to be performed by Utility Workers will be similar to that performed by Local 39 Utility Workers in other industries, as modified for the needs of health care facilities.
- D. This provision does not require the employment of Utility Workers nor does it require that the type of work appropriate for performance by Utility Workers be performed by Local 39 personnel.

SECTION 2. APPRENTICE RATES OF PAY

An apprentice Engineer or apprentice Biomedical Electronics Technician shall receive no less than the following percentages of the Stationary Engineer's rate.

1st 6 months 65%	5th 6 months 80%
2nd 6 months 65%	6th 6 months 85%
3rd 6 months 70%	7th 6 months 90%
4th 6 months 75%	8th 6 months 95%

Thereafter, the Engineer shall receive the Journeymen Engineer or technician's pay.

SECTION 3. PAYDAY

- A. There shall be bi-weekly paydays. If the Hospital's payday is on Friday, the Hospital will use its best efforts to pay Engineers working the PM shifts and nights shifts by the conclusion of their last shift which begins on Thursday.
- B. When an Engineer's day off falls on a payday, the Hospital will use its best efforts to have the Engineer's check available for him/her by the end of the shift on the previous work day.

SECTION 4. SHIFT DIFFERENTIAL

- A. If the majority of an Engineer's regular straight-time shift falls after 6:00 p.m., and before midnight, it shall be defined as an evening shift.
- B. If any part of an Engineer's regular straight-time shift falls on or after midnight and before 6:00 a.m., it shall be defined as a night shift.
- C. An Engineer working a schedule of straight evening or straight night shifts in a week shall receive a differential of one dollar fifty cents (\$1.50) per hour in addition to his/her regular pay for all hours worked in such week.
- D. A regularly scheduled Relief Engineer is an Engineer who is scheduled in advance to work a schedule containing any combination of day, evening or night shifts for one (1) week or more. When not assigned to relieve a current permanently filled position the Relief Engineer shall be scheduled day shift, Monday through Friday with weekends off. The Employer shall employ one (1) Relief Engineer for every ten (10) Engineers on site at the facility.
- E. A regularly scheduled Relief Engineer shall receive a differential of five dollars (\$5.00) per hour in addition to his/her regular pay for work on all shifts in the week.
- F. An Engineer working a relief shift who is not a regularly scheduled Relief Engineer shall receive a differential of five dollars (\$5.00) per hour in addition to his/her regular pay for all shifts worked in a work week other than his/her regular shift. A relief shift is one which includes any combination of day, evening or night shifts in a single week.
- G. The differentials in paragraphs C, E, and F are not cumulative. An employee may not qualify for a differential under more than one of those three paragraphs in a single week.
- H. No shift differential under Article III, Section 4 of this Memorandum of Understanding shall be paid to any Stationary Engineer or Assistant Chief Engineer

for any shift for which the Engineer or Assistant Chief Engineer is paid a premium for relieving the Chief Engineer under Article II, Section 8 of this Memorandum of Understanding.

SECTION 5. NOTICE OF SHIFT CHANGES

- A. All Engineers shall receive seventy-two (72) hours' notice before changing their shift schedules. If not notified of a change in shift schedule within such time limit, the Engineer shall be paid at the rate of time and one-half (1 1/2) for all hours worked by the engineer on his/her shift after the shift schedule change. It is understood by the parties that the use of a seventy-two (72) hour shift change shall not be made to avoid the payment of overtime.
- B. If the change in shift schedule requires another shift to be worked on the same day as the Engineer's regular shift, either immediately following his/her regular shift or separated by a break in hours within the same day, such second shift worked on the same day shall be deemed to be the first shift worked after the shift schedule change.
- C. After an engineer's shift schedule is changed, either with or without seventy-two (72) hours' notice, it shall not be deemed a change in shift schedule requiring seventy-two (72) hours' notice or time and one half (1 1/2) pay in lieu thereof when the engineer reverts back to his/her original shift scheduled. However, on such return to his/her original schedule, there must be at least an twelve (12) hour break between the end of the engineer's last shift on his/her changed schedule and the beginning of his/her first shift when he/she reverts back to his/her original schedule. In the absence of such twelve (12) hour break, the engineer must be paid time and one-half (1 1/2) for the first shift worked when he/she reverts back to his/her original schedule.
- D. No shift differential under Article III, Section 4 of this Memorandum of Understanding and no premium for relieving the Chief Engineer under Article II, Section 8 of this Memorandum of Understanding shall be paid to any stationary engineer or assistant chief engineer for any shift for which they are paid time and one-half (1 1/2) by reason of any paragraph in this Section.
- E. An employee receiving call-back pay under Article V, Section 3 of this Memorandum of Understanding shall not be deemed to have had a change in shift schedule.

SECTION 6. STANDBY

If a stationary engineer or biomedical electronics technician is instructed by the Hospital to serve on standby duty as defined, such engineer or technician shall be paid at the rate of one-half (1/2) the straight-time hourly rate when "on standby" and at the rate of time and one half (1 1/2) the straight time hourly rate when a standby engineer is called in to work.

Standby duty is defined as immediate communication to the engineer on standby who is within reasonable driving time of the Hospital.

SECTION 7. REWARD

Nothing in this Memorandum of Understanding shall be construed as lowering the total reward now being received.

ARTICLE IV

SECTION 1. WORK CLOTHES

Coveralls or work clothing will be furnished and maintained by the Hospital.

ARTICLE V

SECTION 1. HOURS OF WORK AND OVERTIME

- A. Except in case of relief work, emergencies, and part-time employees, five (5) full consecutive days of eight (8) consecutive hours each shall constitute a week's work, and all engineers shall be allowed two (2) consecutive days off each week.
- B. All regular full-time engineers engaged in the operation, care and maintenance of mechanical equipment shall be employed full time for at least forty (40) hours per week.
- C. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall be paid for at the rate of time and one-half (1½) the basic straight-time hourly rate for the classification.
- D. Work in excess of twelve (12) hours in any one day shall be paid at double (2) time.
- E. A maintenance engineer shall have a thirty (30) minute lunch period on his/her own time not more than five (5) hours after the start of his/her shift.
- F. An engineer working a straight boiler-room shift or a relief boiler-room shift shall work a shift of eight (8) hours within a period of eight (8) hours, which shift shall include his/her lunch period on the employer's time.
- G. A fifteen (15) hour rest period shall be granted between shifts. All hours worked within such rest periods shall be paid at the rate of time and one-half (1½).
- H. An engineer required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1½) the engineer's basic straight time hourly rate for each day worked or portion thereof until granted a day

off. This provision may be waived on the request of an individual engineer and with the agreement of the Hospital.

- I. Paid time off (vacations, holidays, jury duty, funeral leave and sick leave) shall be credited toward the computation of eligibility for overtime, but for such purposes only, provided that, with respect to any paid sick leave utilized for such purpose, the Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed.

SECTION 2. SENIORITY

- A. Seniority shall not be applicable during a ninety (90) day period following date of most recent employment, but upon completion of such ninety (90) day period, seniority shall date back to the employee's most recent date of employment.
- B. Seniority shall apply to layoff and rehire by classification provided the employees remaining on the job are able to perform the work satisfactorily.
- C. In promotions to Assistant Chief Engineer, seniority will prevail, provided the employees has the ability and qualifications to perform the work satisfactorily and provided further that any dispute under this Paragraph C may be processed through the grievance procedure.
- D. In filling permanent vacancies of shifts, seniority will prevail:
 1. provided the employee has the ability and qualifications to perform the work satisfactorily, to the employer, and
 2. Provided further that the Hospital can first obtain a replacement of the employee seeking to change shift in accordance with this paragraph who, in the sole discretion of the Hospital, is capable of filling the vacancy created by the shift change.

A dispute under clause '1' of this paragraph D may be processed through the grievance procedure up to and including arbitration.

- E. Seniority will be broken by:
 1. Voluntary quit or discharge for cause; or
 2. Lay off for lack of work for more than one (1) year.
 3. Absences from work for more than six (6) consecutive months, except in cases of absences due to bona-fide illness or injury. In which event seniority shall be broken by absence from work in excess of twelve (12) consecutive months from the date of the occurrence of the illness or injury.

- F. Apprentices shall accrue seniority only among apprentices working for the same Hospital. Upon completion of his/her apprenticeship, an Apprentice's seniority within the Hospital shall be dated back to his/her date of hire as an apprentice in the Engineering Department of that Hospital.

SECTION 3. CALL-BACK PAY

- A. An engineer who is called back to work after completing his/her regular shift, and after leaving the job shall receive a minimum of four (4) hours' pay at the overtime rate of time and one-half (1½).

- B. Electronic Call Back

Engineers shall not perform electronic call back work unless requested and approved by the Employer. The Engineer shall submit weekly written reports of electronic call back work which must be approved by the Employer in order to be paid. When an employee, following the completion of his shift, and after said employee has left the premises, is contacted to resolve a work related issue, then that employee shall receive a minimum of fifteen (15) minutes pay at the applicable overtime hourly rate of pay without having to leave his current location in the resolution of the issue.

- C. This Section 3 shall not apply to employees who agree to work additional shifts or who work intermittently as needed.

ARTICLE VI

SECTION 1. ACCRUALS BASED ON HOURS PAID

Regular full time engineers who continue to work after the introductory period on a regular shift of 20 or more hours per week will accrue benefits based on actual straight time hours paid excluding all premium hours paid. Except as provided elsewhere in this Memorandum of Understanding, engineers who are receiving State Disability or Workers' Compensation and are integrating their sick leave and/or vacation, will continue to accrue full benefits, including Health and Welfare benefits, until their (accrued) sick leave and/or vacation is exhausted.

ARTICLE VII

SECTION 1. HOLIDAYS

- A. The following shall be recognized as holidays:

New Year's Day	Labor Day	Employee's Birthday
Washington's Birthday	Two Floating Holidays	(after 30 days of
Memorial Day	Thanksgiving Day	continuous service)
Fourth of July	Christmas Day	

- B. The Employer may substitute a day other than the employee's birthday, by mutual agreement between the Hospital and the employee.
- C. Each employee with ninety (90) consecutive days of employment shall be entitled to two (2) floating holidays per year. Each year (October 1 to October 1) the Hospital and the employee shall agree on the day which shall be taken by the employee as floating holidays. If the hospital and the employee do not reach agreement, on which day, it shall be added to the employee's next vacation. In the event of conflict between two (2) employees over the same date, seniority will prevail.
- D. There shall be no deduction in pay for full-time employees when any of the above holidays are taken off and no work is performed. When work is performed on any of the above-named holidays, the employee shall receive time and one-half (1½) in addition to his/her regular monthly salary for the time worked. When a holiday falls within an employee's vacation period, he/she shall be granted an additional day of vacation or an additional day's pay at the option of the Employer. When a holiday falls on an employee's regular day off, he/she shall be granted an additional day off within a period of fifteen (15) days immediately following the holiday, or shall be granted an additional day's pay at the option of the Employer.

SECTION 2. PAID TIME OFF (PTO)

- A. Alameda Hospital will establish a Paid Time Off (PTO) plan which may be used for vacation, religious observances, personal or family business, maternity, disability or illness, health or dental appointments or other reasons deemed appropriate by the employee and in compliance with this Article. In addition, Alameda Hospital will provide eligible employees with an Extended Sick Leave (ESL) Plan to be used, in accordance with the provisions of this Agreement, for severe or long-term illness or Injury.

Paid time off (Paid Time Off, Extended Sick Leave, Jury Duty and Funeral Leave and Sick Leave) shall be credited toward the computation of eligibility for overtime, but for such purpose only, provided that with respect to any paid Extended Sick Leave, or Paid Time Off without advance notice due to illness, disability, or emergency that is utilized for such purpose, the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed.

- B. Eligibility: All regular Full-time benefited employees are eligible to participate in the PTO/ESL plan. The PTO program is in addition to Jury Duty, Bereavement Leave and Continuing educational opportunities.
- C. Accumulation of PTO/ESL: PTO/ESL accrues on all of the following hours, not to exceed eighty (80) hours in a pay period: All hours worked, PTO/ESL, HC Time and call-back hours.

D. Unpaid Absences: If an employee is out on unpaid status (e.g. unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/ESL for that pay period. "Unpaid status" means that there were no paid hours in that pay period.

E. Scheduling of PTO:

1. PTO may be scheduled at any time during the year, but requires prior approval by the department manager.
2. Department managers may use yearly cut-off dates for employees to submit their PTO requests. Requests for PTO should normally be submitted no later than thirty (30) days prior to the requested dates. With the exception of PTO requests submitted on yearly cut-off dates, managers will respond to employees within fourteen (14) days of receipt of the PTO request, with approval or disapproval of the request(s). Employees will be informed of reasons for disapproval.

F. Definitions

1. Paid Time Off (PTO) Account: Individual employee account containing accrued hours designated for vacation, holiday time off, the occasional sick day, or other personal needs.
2. Extended Sick Leave (ESL) Account: Individual account containing accrued hours designated for the severe or long-term illness/injury.
3. Benefited Employee: Regular Full-time employees scheduled to work twenty (20) hours or more per week.
4. Accrual Rate: The rate at which the employee accrues PTO/ESL that includes hours for vacation, legal holidays and sick time. Time is accrued on the basis of service and normally scheduled hours worked.
5. Cap: Maximum number of hours that can be accrued in the PTO and ESL accounts.
6. Base Rate: Straight time rate of pay.

G. Use of PTO/ESL

1. PTO will be used for all paid time off with the exception of Jury Duty, Bereavement Leave, Military Leave and paid Education Leave.
2. Employees have the option of using PTO for hours of Reduction of Staff (HC Time). With the exception of Workers' Compensation, and HC Time,

employees cannot take a day(s) without pay until PTO has been exhausted. Personal leaves of absences will be governed according Leave of Absence Policy or Leave of Absence contractual requirements.

3. Employees on FMLA may choose to “save and/or bank” up to 80 hours of their PTO.
4. PTO and ESL will be paid at the base rate and will include shift differentials.
5. Employees begin accruing PTO and ESL on the first day of employment, but are not eligible to use PTO and ESL until the successful completion of the probationary period.
6. Employees on an unpaid status will not accrue PTO/ESL.
7. Employees moving from short hour or casual to benefited status may use PTO/ESL ninety (90) days from the date of the status change.

H. Scheduling of PTO/ESL

1. PTO may be used for vacation, religious observance, dental or doctor appointments, physical disability/illness (including caring for seriously ill family members) and as a supplement to State Disability or Workers' Compensation.
2. PTO requests must be scheduled with the Manager. Managers have the right to deny PTO requests based on staffing requirements or hospital business necessity. However, such requests will not be unreasonably denied, and every effort will be made to encourage and schedule employees to use earned PTO. PTO is normally scheduled in one-week increments, with the exception of incidental days off, e.g. doctor's appointments.
3. ESL may be used under the following circumstances, if the employee:
 - a) Is unable to work due to injury or illness for three (3) consecutive calendar days; employees begin receiving ESL on their 4th consecutive day of absence due to illness or injury.
 - b) Is in the first (1st) day of hospitalization; or
 - c) Is placed in the status of “Observation Patient, overnight stay, 23 hour hold”; or
 - d) Is admitted to Outpatient Surgery (including oral surgery) on the first (1st) day with physician verification for recovery period; or
 - e) Begins receiving Temporary Disability for a Workers' Compensation illness/injury; or
 - f) Suffers a relapse of a qualifying illness/injury.

- I. Maximum Accrual Rate (CAP) for PTO: Eligible employees will accrue up to a maximum of four hundred (400) hours. PTO accounts reaching this level do not accrue additional hours until the PTO balance is reduced below 400 hours. *As an addendum to this Maximum Accrual Rate provision, employees will have their entire vacation & holiday balance carried forward and will be given an "acceptable timeframe" not to exceed 120 days in which to reduce their PTO bank to less than 400 hours.
- J. Maximum Accrual Rate (CAP) for ESL: Eligible employees may accrue up to a maximum of seven hundred twenty (720) hours in their ESL account. *As an addendum to this Maximum ESL Accrual rate provision, all employees whose ESL balance is more than 720 hours at the time of implementation will have their entire balance carried forward and will cease accruing ESL until their balance is reduced below 720 hours. In addition, for the first 90 days following implementation, employees will be allowed to "buy" up to 24 hours of PTO in the event they are sick (the employee's ESL bank will be reciprocally reduced by the same number PTO hours).

For employees absent from work due to disability or illness and who are eligible for State Disability or Workers' Compensation, Alameda Hospital will consider these benefits as primary for the purpose of paying the employee. PTO and ESL benefits may be used to supplement these benefits up to the employee's regular earning level.

- K. PTO and ESL Accrual Rates: Employees will accrue PTO and ESL at the following hourly rates per pay period based on hours worked not to exceed eighty (80) hours:

Length of Service	PTO Hours per pay period	PTO Days per year	ESL Days per year
First year	7.693	25	7
2 years	9.233	30	7
5 years	10.770	35	7
10 years	12.310	40	7

Accrual rates are based on a Full-time (40 hours worked per week) employee. Employees move to the next level of accrual at the end of the designated service year on their benefited anniversary date. Eligible Part-time employees accrue PTO hours on a prorated basis determined by normally scheduled hours worked.

- L. Hardship Distribution: Subject to the approval of Alameda Hospital, employees may receive a distribution from their PTO account to provide for an unforeseeable emergency. Distributions must comply with the guidelines issued by the IRS in Code 457-2(h) (4) and (5).
- M. Requests for PTO and Unpaid Time Off: Employees may not take unpaid time off if they have PTO in their account, except as provided below:

1. Employees may elect not to use PTO for day(s) off taken as a voluntary daily cancellation,
 2. Employees may elect not to take PTO for a day(s) taken as a daily cancellation (HC Time).
- N. Relapse of Injury or Illness: If an employee suffers a relapse of a qualifying injury or illness, the employee may use ESL immediately. Relapse is defined as an injury or illness occurring within seven (7) days of a prior absence for the same reason for which the employee was using ESL.
- O. Status Change: If an employee changes status from benefited to short hour or casual, all accrued unpaid PTO will be paid out on the effective date of the status change. The employee's ESL account will be frozen and reinstated if the employee subsequently changes back to benefited status.
- P. Payment of PTO on Termination: Eligible employees will be paid their accrued, unused PTO through the last day worked at their current rate of pay, including shift differential.
- Q. Recognized Holidays: Alameda Hospital will continue to recognize holidays as designated in the appropriate labor contracts and/or employee handbooks. An employee who works a holiday will be paid time and one-half (1½) the straight-time hourly rate plus shift differential when applicable.
- R. PTO Denied: No employee will cease accruing PTO if he/she has requested paid time off and has been denied. This provision will only apply if the PTO was approved during the annual PTO election and then subsequently denied, or if an employee is denied all requests for PTO.
- S. PTO Cash-Out:
- Employees will be allowed two (2) PTO cash-outs per year. Each cash out is subject to the following provisions per the employees length of service.
1. 0-5 years of service may cash out up to 40 hours each cash out.
 2. 6-9 years of service may cash out up to 80 hours each cash out.
 3. 10 years + of service may cash out up to 120 hours each cash out.

ARTICLE VIII

SECTION 1. HEALTH & WELFARE AND DENTAL

- A. The hospital will enroll all eligible regular full-time employees covered by this Memorandum of Understanding in its current Health Plan, Dental Plan, Prescription Drug Plan, and Vision Reimbursement Plan, at the Hospital's expense:

The following plans (see Appendix A for existing coverage) will be at the hospital's expense.

Medical Coverage: Alameda Health Systems Freedom of Choice Plan or Alameda Health Systems Independence Plan

Dental Coverage: DeltaCare DHMO Plan or Delta Dental BASE (PPO) Plan

The Employer agrees to maintain the current benefit levels of the above plans, or alternate comparable plans offered, throughout the term of the agreement.

- B. An eligible employee is a regular full-time employee who has worked continuously for the Hospital for twenty (20) or more hours a week for a period of ninety (90) days and who continues to work such a schedule.
- C. An eligible employee's spouse and child (as defined in the group health plan document) may be enrolled in the Health, Dental, Vision and Drug programs at the Hospital's expense.
- D. In the event an employee is off work by reason of illness or accident, the Employer will continue to cover the eligible employee and dependents in the Hospital's group health care plan so long as the employee has paid leave.
- E. The Hospital will continue coverage of an employee disabled for work by a job-connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.
- F. Benefitted employees covered by this MOU have recourse to disputed payments for Group Health and Dental services as noted in the Summary Plan Description, a copy of which has been provided to the Union and the employees (see "Notice to claimant of adverse benefit determinations" and "Appeals").
- G. Payment In Lieu of Benefit: Employees are paid a monthly in-lieu of health benefits amount of \$250.00 each month excluding applicable taxes. Employees are paid a monthly in-lieu of dental benefits amount of \$20.00 each month excluding applicable taxes. Members become eligible for Payment In Lieu of Benefit upon presentation of proof of double coverage of insurance. Members can elect to become covered by Alameda Health System's benefits annually during open enrollment. Participation in this program is voluntary.
- H. Establish a Wellness Program at no charge (See Program for details).

SECTION 2. GROUP LIFE INSURANCE

Alameda Health System will provide basic group life insurance coverage of \$9,000.00 to each employee who meets the enrollment requirements. Alameda Health System shall

continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay.

SECTION 3. RETIREMENT PROGRAM

The Hospital agrees to contribute into the Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amounts:

Effective 11/01/20 - \$12.74 per hour
Effective 11/01/21 - \$14.03 per hour
Effective 11/01/22 - \$15.37 per hour
Effective 11/01/23 - \$16.90 per hour

for all straight-time hours worked or paid for.

The above contribution shall be made on or before the tenth (10th) day of each month, for Pension Benefits, programs and plans, as now specified, and as may be hereafter specified by said Trustee. The Employer agrees to accept, assume and be bound by all of the obligations imposed on individual employers by that certain Trust Agreement referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and any amendments, modifications, changes or merges with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Pension Trust as his or its attorney-in-fact for the selected, removal, and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay in addition to the amounts due and as contributions, such additional liquidated damages and/or attorneys' fees as are set forth in the Trust Agreement to which the individual Employer is bound.

SECTION 4. LEAVES OF ABSENCE

Leaves of Absence that are mandated by State or Federal law shall be in accordance with Hospital policy except to the extent that they are inconsistent with the express terms of the Memorandum of Understanding.

SECTION 5. FUNERAL LEAVE

When a death occurs in the immediate family of an engineer, he/she shall be entitled to a leave of absence of three (3) days with pay. When the funeral is held outside of California,

the employee shall be entitled to two (2) additional days absent time, with pay, to attend the funeral. Immediate family is defined as spouse, sister, brother, daughter, son, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, step-parent, step-children, Domestic Partner and children of domestic partner. The Hospital may require reasonable proof of death.

SECTION 6. JURY DUTY

An employee called for jury duty will receive the difference between jury duty pay and normal straight-time earnings. As a condition to jury pay the employee must notify the Employer as soon as reasonable after he/she receives notice to report (normally within twenty-four [24] hours.) Also as a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that he/she has been called and served, if such receipts are provided. Employees who are selected for and serve on a jury shall not be scheduled to work their normal shift.

SECTION 7. BENEFITS

If during the term of this Memorandum of Understanding, the Hospital provides in the Master Agreement with SEIU-UHW West for sick leave benefits, vacation benefits, health and welfare benefits, holiday benefits or funeral leave benefits in excess of those provided in this Memorandum of Understanding, such higher benefits shall be provided to engineers covered by this Memorandum of Understanding as of the same effective date.

ARTICLE IX

SECTION 1. STRIKES - LOCKOUTS

There shall be no strike, slowdown or other stoppage of work by the Union or Union employees and no lockout by the Hospital during the life of this Memorandum of Understanding. The observance of a picket line at a covered employer which is established by a labor organization presently recognized by the employer for the purposes of collective bargaining, and which picket line is authorized by the Central Labor Counsel shall not be a violation of this Memorandum of Understanding; provided, however, that if the Union supports another Union's picket line during the term of this Memorandum of Understanding, the Union recognizes its obligation to keep a reasonably sufficient number of employees on the job to maintain and operate Hospital plant and equipment for patient protection and care, and in addition, the Chief Engineer shall maintain his/her full-time schedule, and shall continue to assign and direct the work force provided. The Union agrees to not unreasonably deny the Hospital's request to add additional engineering staff during the duration of a strike.

SECTION 2. UNION REPRESENTATIVES

- A. The Business Representative or qualified representative of the Union shall be allowed to visit the Hospital for the purpose of ascertaining whether or not this

Memorandum of Understanding is being observed. This privilege shall be exercised reasonably.

- B. The Business Representative or qualified representative of the Union shall report to a designated management official before entering the Hospital, and such representative shall not interfere with the normal conduct of work in the Hospital.

SECTION 3. GRIEVANCE PROCEDURE AND ARBITRATION

- A. Any problem arising in connection with the application or interpretation of the provisions of this Memorandum of Understanding which cannot be amicably adjusted between an employee of the Hospital represented by the Union and a representative of the Hospital designated by management shall be referred, in writing, by either party involved to an Adjustment Board composed of two (2) representatives of the Hospital and two (2) representatives of the Union.
- B. No grievance or complaint shall be considered unless it has been first presented within thirty (30) days of the alleged occurrence thereof. In the event the grievance concerns discharge of an employee the grievance must be presented within five (5) working days following discharge.
- C. The Board shall take up the matter within forty-eight (48) hours after submission, if possible. Any decision by a majority of three (3) votes shall be final and binding upon both parties, subject to the limitations herein provided.
- D. The Board shall have no power to add to, subtract from, or change any of the terms or provisions of this Memorandum of Understanding. Jurisdiction shall extend solely to claims of specific written provisions of the Memorandum of Understanding and shall involve only the interpretation and application of such Memorandum of Understanding. The award shall be based upon the Joint Submission Agreement of the parties, or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Memorandum of Understanding. Without limitation upon the foregoing, if either party shall give notice of a desire to modify this Memorandum of Understanding as provided in Article XI, Section 1, the Board shall have no power to determine what modifications or changes, if any, should be made in the Memorandum of Understanding or otherwise to decide any question with respect thereto, other than the sufficiency and effect of the notice itself.
- E. If, within fifteen (15) days after submission of any matter a decision as above described is not reached, then the Board shall select a fifth member who shall serve as impartial chairman of the Board. A decision by a majority of the five (5) members of the Board shall be final and binding upon both parties, subject to the limitations on jurisdiction and authority contained in the preceding paragraph.

- F. Each party shall bear all the expenses of its own members on the Board of Adjustment and its witnesses. The fee of the impartial chairman, as well as other expenses connected with the formal hearing shall be borne equally by both parties.
- G. The Employer shall not discharge, discipline, or suspend any engineer without just cause.

ARTICLE X

SECTION 1. SALE, MERGER OR ASSIGNMENT

The Union shall be notified reasonably in advance (at least sixty [60] days) of the sale, merger or assignment of a Hospital's assets and shall have the opportunity to discuss the impact of such action of the currently employed personnel under this Memorandum of Understanding.

ARTICLE XI

SECTION 1. ZIPPER CLAUSE / COMPLETE AGREEMENT

The express provisions of this Agreement constitute the complete, fully bargained for Collective Bargaining Agreement which shall prevail between the Employer and the Union with respect to wages, hours of work, and conditions of employment. During the negotiations of this Agreement, both the Union and Employer had every possible opportunity to discuss all matters relating to the relationship between them.

Nothing in this Section shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of the Agreement, provided that no modification to any provision contained herein nor any change to terms and conditions of employment shall in any manner be binding upon the parties hereto unless made and executed in writing by the hospital and the Union.

If any provision of this Agreement or the application of such provision to any person or circumstance be ruled contrary to law by any federal or state court or duly authorized agency, the remainder of this Memorandum of Understanding or the application of such provision to other persons or circumstances shall not be affected thereby."

ARTICLE XII

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective from November 1, 2020 to and including October 31, 2024, and shall remain in full force and effect without change, addition or amendment. The Memorandum of Understanding shall be renewed from year to year thereafter, provided that either party may reopen the Memorandum of Understanding for changes or amendment or may terminate, by serving written notice on

the other party of its desire to change, amend or terminate the Memorandum of Understanding at least ninety (90) days prior to October 31, 2024, or a subsequent January 1st of any year in which this Memorandum of Understanding remains in effect.

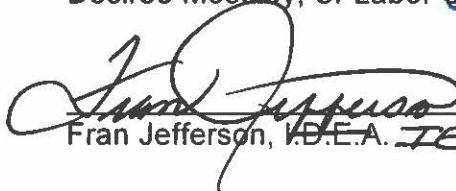
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this day of

10-4-2021

ALAMEDA HOSPITAL



Desiree Moseley, Sr Labor Consultant



Fran Jefferson, I.D.E.A. *IEDA*

Date 9/21/21

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39**



Bart Florence, Business Manager



Jeff Gladieux, President



Matt Frediani, Business Representative

Date 10/4/21