

# COLLECTIVE BARGAINING AGREEMENT

By and Between

**San Leandro Hospital  
An Affiliate of Alameda Health System**

and the

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



November 1, 2020 – October 31, 2024

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## **AGREEMENT**

### **SAN LEANDRO HOSPITAL AN AFFILIATE OF ALAMEDA HEALTH SYSTEM**

**and the**

### **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL NO. 39, AFL-CIO**

This Agreement is made and entered into by and between **San Leandro Hospital, an affiliate of Alameda Health System**, hereinafter referred to as "the Employer" or "the Hospital," and the **International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO**, hereinafter referred to as "the Union."

## **ARTICLE I**

### **SECTION 1. RECOGNITION**

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 Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is mutually agreed that it is the duty and right of the Chief Executive Officer to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, lay off and discharge employees, subject only to the conditions set forth herein.

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.
- E. The Union shall certify to the Hospital in writing the dues required for Union membership. The Union certifies that it will only send requests to initiate dues deductions for Employees who have authorized the deductions.
- F. In accordance with federal and state law, the Hospital will deduct membership dues effective the pay period following receipt of appropriate notice that an employee covered by this Agreement is a member of the Union.
- G. Deduction and remittance of membership dues shall be in accordance with payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.
- H. Indemnification  
The Union will indemnify and hold the Hospital harmless against any claims, actions or proceedings which may be made by any person or entity by reason of the deduction of Union membership dues provision herein, including the cost of defending against any such claim.

The Union will have no monetary claim against the Hospital by reason of failure to perform under this Section.

### **SECTION 3. HIRING**

When new or additional employee are needed in the engineers' classifications listed, the Employer shall, before it notifies any other labor source, notify the Union of the number and classifications of employees needed. The Employer shall be the sole judge of the fitness of any applicant.

The Employer shall notify the Union of the employment of any engineer within ten (10) days, giving his name, address and date of hire. The Employer further agrees to notify the Union within one (1) working day of the day of hiring that the vacancy has been filled.

### **SECTION 4. PAYROLL DEDUCTION OF UNION DUES (PRD)**

During the life of this Agreement, the Employer will deduct Union Dues, Initiation Fees, and Assessments from the wages of each Member who voluntarily agrees to such deductions and who submits a Check-Off Authorization Form. Said written authorization may be revoked by the Member in accordance with the terms of the Check-Off Authorization. Monthly deductions will be made by the Employer and remitted to I.U.O.E., Stationary Engineers, Local No. 39, at 1620 North Market Blvd., Sacramento, CA 95834

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of, any action that shall be taken by the Member in connection with said deduction of dues.

## **ARTICLE II**

### **SECTION 1. OPERATION**

When engine, boiler or machinery is in operation, there shall be an engineer on watch in the Hospital.

When a fired 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 feedwater 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 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.
- (2) The engineer shall personally check the operation of the boiler, the necessary auxiliaries and the water level in the 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.

The Employer 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**

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

### **SECTION 3. BIOMEDICAL ELECTRONICS TECHNICIAN**

The Biomedical Electronics Technician shall spend the majority of his 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. 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 collective bargaining



agreement 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 Agreement.

GRANDFATHER CLAUSE This Section shall not require coverage under the Agreement of a Biomedical Electronics Technician who, on November 1, 1974, was performing work covered by this Section but was not a member of the Union.

The Employer shall designate an individual to be the supervisor for Biomedical Electronics Technicians in the Hospital who, at the Employer's option, may be a supervisor subject to this Agreement or not subject to this Agreement. If the Employer elects to have the designated supervisor of the Biomedical Electronics Technicians subject to this Agreement, the supervisor's salary shall not be less than twelve and one-half percent (12-1/2%) over the salary of the Biomedical Electronics Technician.

#### **SECTION 4. APPRENTICES**

- 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 15, 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.

#### **SECTION 5. RELIEF OF CHIEF ENGINEER**

When a Stationary Engineer relieves the Chief Engineer for a full shift or more in cases when 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 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.

If an Assistant Chief Engineer is employed, he shall not receive any extra compensation for relieving the Chief Engineer on his days off, on holidays, during the vacation of the Chief Engineer, or during his leave of absence up to one (1) week. If the Chief Engineer is on a leave of absence for more than one (1) week, the Assistant Chief Engineer shall receive a minimum scale of the Chief Engineer provided in this Agreement, commencing with the first day of such relief.

**ARTICLE III**

**SECTION 1. WAGE RATES**

The Chief Engineer shall receive not less than twenty five percent (25%) in excess of the Stationary Engineer's salary.

If an Assistant Chief Engineer is employed, his salary shall not be less than twelve and one half percent (12.5%) in excess of the salary of the Stationary Engineer.

All employees covered by this Agreement shall receive the following hourly rates of pay, effective on the dates set forth:

Classification	HOURLY WAGE RATES			
	11/01/20	11/01/21	11/01/22	11/01/23
Chief Engineer (+25%)	\$73.23	\$75.41	\$77.68	\$80.01
Assistant Chief Engineer (+12.5%)	65.90	67.87	69.91	72.01
Stationary Engineer	58.58	60.33	62.14	64.01
Bio Med Engineer	58.58	60.33	62.14	64.01
Painter	58.58	60.33	62.14	64.01
Utility Engineer	32.22	33.18	34.18	35.21

**SECTION 2. APPRENTICE ENGINEER RATES OF PAY**

Apprentice Engineer, who may be employed, shall receive not less than the following percentages of the Stationary Engineer's wages:

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%

and thereafter, Stationary Engineer's rate of pay.



### **SECTION 3. SHIFT DIFFERENTIAL**

- A. If any part of an employee'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 employee'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. Effective at the beginning of the first pay period after this Agreement is ratified by the Hospital's Board of Directors an employee working a schedule of straight evening or straight night shifts in a week shall receive a differential of one dollar and fifty cents (\$1.50) per hour in addition to his regular pay for all hours worked in such week.
- D. A regularly scheduled Relief Engineer is an engineer who is scheduled in advance to a work 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 regular pay for all shifts worked in a workweek other than his/her regular shift. A regular 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 this Agreement 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 6, of this Agreement.

### **SECTION 4. SHIFT CHANGES**

- A. All engineers shall receive seventy two (72) hours notice before changing their shift schedule. 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 first shift after the shift schedule changes. 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 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 original shift schedule. However, on such return to his original schedule, there must be at least an eight (8) hour break between the end of the engineer's last shift on his changed schedule and the beginning of his first shift when he reverts back to his original schedule. In the absence of such eight (8) hour break, the engineer must be paid time and one-half (1-1/2) for the first shift worked when he reverts back to his original schedule.
- D. No shift differential under this Agreement shall be paid to any employee 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 Agreement shall not be deemed to have had a change in shift schedule.

## **SECTION 5. AWARD**

Wages paid in excess of those set forth herein shall be maintained and nothing in this Agreement shall be construed as affecting more favorable conditions of employment.

## **SECTION 6. PAYDAY**

If the Hospital's payday is on Friday, the Hospital will use its best efforts to pay engineers working night shifts by the conclusion of their last shift which begins on Thursday.

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 on the day before payday.

## **ARTICLE IV**

### **SECTION 1. UNIFORMS**

Uniforms shall be furnished, laundered, and maintained by the Employer for all engineers.

## **SECTION 2. HAND TOOLS**

Hand tools used by engineers on the job shall, if broken, be replaced at the Hospital's expense.

## **ARTICLE V**

### **SECTION 1. HOURS OF WORK AND OVERTIME**

Except in case of relief work and emergencies, 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.

All regular full-time engineers engaged in the operation, care and maintenance of mechanical equipment shall be employed full-time for at least 40 hours in any week during which they perform work, provided they are available for such full-time employment.

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 at the rate of time and one-half (1-1/2) the basic straight-time hourly rate for the classification.

All time worked in excess of twelve (12) hours in any one day shall be paid at the rate of double time (2x) the basic straight-time hourly rate for the classification.

A Maintenance Engineer shall have a thirty (30) minute lunch period on his own time not more than five (5) hours after the start of his shift.

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 lunch period on the Employer's time.

A rest period of fifteen (15) hours between shifts is required. All hours worked within such rest period shall be paid at the rate of time and one-half (1-1/2) the basic straight-time hourly rate.

An engineer required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) 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.

Paid time off (vacations, holidays, jury duty, funeral leave and paid sick leave) shall be credited toward the computation of eligibility for overtime, but for such purpose 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 relate back to the employee's date of most recent employment.
- B. Seniority shall apply to layoff and rehire provided the employees remaining on the job are able to perform the work satisfactorily.
- C. In promotion to Assistant Chief Engineer, seniority will prevail, provided the employee 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 up to, but not including, arbitration.
- D. In filling permanent vacancies on shifts, seniority will prevail,
  - 1. provided the employee has the ability and qualifications to perform the work satisfactorily, 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 "a" 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.
  - 2. Layoff 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 San Leandro Hospital. Upon completion of his apprenticeship, an apprentice's seniority within the Hospital shall be dated back to his date of hire as an apprentice in the Engineering Department of the Hospital.

## **SECTION 3. CALL-BACK PAY**

- A. An employee who has completed his regular shift and leaves the plant and is called back to work shall receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1-1/2).

**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.

**ARTICLE VI**

**SECTION 1. PAID TIME OFF (PTO) AND EXTENDED SICK LEAVE (ESL) CONVERSION**

- A. Effective at the beginning of the first pay period after this Agreement is ratified by the Hospital's Board of Directors, regular full-time employees shall accrue PTO and ESL.
- B. Unused and accrued vacation balances shall be credited to the employee's PTO account. Unused holiday balances accrued over the four (4) year period before February 20, 1997 shall also be credited to the employee's PTO account. These holiday balances shall be taken as time off by June 20, 1997 or the remaining holiday balances will be credited to the employee's Extended Sick Leave (ESL) account.
- C. Unused and accrued sick leave will be credited to the employee's PTO and ESL accounts as follows:

<u>Sick leave balance</u>	<u>Converted to PTO</u>	<u>Converted to ESL</u>
400 or more hours	40 hours	balance of hours
300-399 hours	30 hours	balance of hours
200-299 hours	20 hours	balance of hours
100-199 hours	10 hours	balance of hours
fewer than 100 hours	0 hours	all hours

**SECTION 2. PAID TIME OFF (PTO)**

- A. Management will weigh the staffing needs of the Department along with the needs of the employees and, in a fair and consistent manner, consider requests for time away from work.
- B. Full-time employees must take one hundred and twenty (120) hours paid time off per anniversary year

- C. PTO hours may be used as they are earned, but may not be used in advance.
- D. PTO will be used for all time off, except educational leave, bereavement leave and jury duty, military leave, unpaid time off (here defined as no more than forty (40) hours per year available only to employees who have completed one or more years of service) and unpaid emergency leave (here defined as a maximum of eighty (80) hours per year, with the nature of the emergency to be discussed with the employee's supervisor). Additional leave without pay will be considered only when all PTO accruals have been exhausted.

While an employee is on unpaid time off (forty (40) hours maximum) PTO will accrue. When an employee is on unpaid emergency leave (eighty (80) hours maximum) PTO will not continue to accrue.

- E. Regular full-time employees shall accrue PTO as follows:

<b>Length of Service</b>	<b>Vacation Days</b>	<b>Holidays</b>	<b>Sick Days (Short Term)</b>	<b>Accrual Per Pay Period</b>	<b>Total PTO Days per Year</b>
1 year	10	10	6	8.00 hrs	26
2-4 years	15	10	6	9.54 hrs	31
5-9 years	20	10	6	11.08 hrs	36
10 plus years	25	10	6	12.62 hrs	41

- F. The Hospital reserves the right to request absences or determine lay-offs in consideration of its business conditions and to modify the PTO program on that basis.
- G. During the anniversary year, an employee may voluntarily convert accrued PTO hours to cash by the following two (2) methods:
  - (1) Any one time per anniversary year by two (2) weeks written notice to Human Resources in order to be paid by separate check.
  - (2) One (1) other time in the same anniversary year by written notice to Human Resources, to be paid as part of the next regular check.
- H. PTO hours not used or converted will be accumulated into the next year. The maximum amount of hours that can be converted to cash is calculated and controlled by Human Resources according to the above provisions.
- I. Twice each year, on the first pay period in April and October, all PTO over the CAP (limit) of two hundred and eighty (280) hours will automatically be cashed out by the Hospital and paid to the employee. This cash out does not affect any of the voluntary anniversary cash outs which the employee may elect under subsection G above.



- J. Upon termination of employment with the Hospital or upon changing to "on-call" or "per diem" status, all unused PTO hours will be paid off at the current hourly rate.
- K. PTO hours may not be used to extend employment with the Hospital beyond the last day actually worked.
- L. 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.

### **SECTION 3. EXTENDED SICK LEAVE (ESL)**

- A. Employees eligible to accrue Paid Time Off shall also accrue Extended Sick Leave at the rate of six (6) days per year of service in the case of regular full-time employees.
- B. ESL days can be used for the following as defined below:
  - 1. Long term illness.
  - 2. Short term illness of four (4) to seven (7) days accompanied by written medical verification.

A long term illness is an illness which qualifies an employee for State Disability Insurance (SDI) or Workers Compensation weekly benefits. ESL hours shall be used to integrate with SDI or Workers Compensation pay offs during a long term illness so that the employee will receive his/her regular take home pay.

A verified short term illness is a verified "first" illness of four (4) to seven (7) days so that any subsequent illnesses within the same anniversary year can be verified and charged to his/her ESL account. Except as provided elsewhere in this Memorandum of Understanding, engineers who are receiving State Disability or Worker's Compensation and are integrating their PTO/ ESL, will continue to accrue full benefits, including Health and Welfare benefits, until their accrued PTO / ESL is exhausted.

- C. PTO shall be used for non-industrial injuries. For industrial injuries PTO may be used for all long term illnesses when the ESL account is depleted.

### **SECTION 4. SHORT TERM DISABILITY**

- A. This provision would become effective subsequent to CNA and SEIU represented employees at San Leandro Hospital agreeing to this short term disability plan.

- B. Employees working at least thirty (30) hours per week are eligible for short-term disability benefits. The weekly benefit is 66 2/3% of the employee's normal gross earnings up to 180 days. PTO hours can be used to supplement the employee's short term disability benefit up to 100% of the employee's take home pay.
- C. Employees must be on an approved medical leave of absence to access the plan. A Benefit Claim form certified by a physician will need to be submitted within thirty (30) days of illness to start benefits.
- D. There is a seven (7) day waiting period before benefits are paid. PTO hours can be used during the waiting period. Benefits will be subject to integration with other disability payments such as Worker's Compensation, State Disability Insurance or Social Security Disability Insurance.
- E. Any ESL balances available at the time of the transition to short term disability will be frozen.
- F. At the time of transition to the short term disability plan, the PTO cap will be raised from the current level of 280 hours to 400 hours.

**SECTION 5. HOLIDAYS**

The following shall be recognized as holidays:

- |                       |                           |
|-----------------------|---------------------------|
| New Year's Day        | Thanksgiving Day          |
| Washington's Birthday | Christmas Day             |
| Memorial Day          | After thirty (30) days of |
| Fourth of July        | continuous service, the   |
| Labor Day             | employee's birthday       |

In addition to the above, each employee shall be entitled to two (2) floating holidays yearly. Each year the Hospital and the employee shall agree on the days to be taken by the employee as floating holidays.

When work is performed on any of the above-named holidays, the employee shall receive time and one-half (1-1/2) in addition to his regular monthly salary for the time worked.

**ARTICLE VII**

**SECTION 1. HEALTH, WELFARE AND DENTAL**

- A. The hospital will enroll all eligible regular full-time and eligible regular part-time employees covered by this Memorandum of Understanding in its current Health Plan, Dental Plan, Prescription Drug Plan, and Vision Care Plan, at the Hospital's expense. (See Appendix A for existing coverage.)

- 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, Drug and Vision 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 receives sick leave payments under Article VII, Section 2, Paragraph H, Subsection 3 of this Memorandum of Understanding, but in no event for a longer period than six (6) months from the time the employee left work by reason of the illness or accident.
- 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. Physical examination shall be given without charge, including fluoroscopy of chest and chest plate, if indicated.
- G. 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").
- H. Payment In Lieu of Benefit: Employees are paid a monthly in-lieu of health benefits amount \$250.00 each month excluding applicable taxes. This in-lieu amount replaces medical, dental, and vision benefits. Members become eligible for Payment In Lieu of Benefit upon presentation of proof of double coverage for medical dental and vision insurance. Members can elect to become covered by Alameda Hospital's benefits annually during open enrollment. Participation in this program is voluntary.

All San Leandro Hospital care will remain free.

Provide for a \$75.00 co-pay in the event employees visit a Non San Leandro Hospital's ER.

Elective outpatient procedure co-pay \$100: For all non-emergency outpatient diagnostic procedures (i.e. imaging, lab work, rehab services, dietary counseling) that are provided at San Leandro Hospital but members elect to have done at non-San Leandro facilities.

Increase the annual out of pocket maximum for plan participants who elect to have procedures done at non-San Leandro Hospital facilities:

In Network	\$500.00
Out of Network	\$1,500.00

- I. Establish a Wellness Program at no charge (See Program for details).

## **SECTION 2. UNEMPLOYMENT INSURANCE**

The Employer will cause employees to be covered by unemployment compensation in accordance with the terms of the California Unemployment Insurance Code.

## **SECTION 3. GROUP LIFE INSURANCE**

The Employer will provide each regular employee working a pre-determined work schedule of not less than twenty (20) hours per week with group life and accidental death and dismemberment insurance coverage equal to \$5,000 plus one times annual salary to a maximum of \$105,000. The Employer will pay the premiums for such coverage. This coverage will be effective on the first day of the month following completion of ninety (90) calendar days of continuous employment.

## **SECTION 4. PENSION PLAN**

Effective November 1, 2020, the Employer 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 amount of \$11.40 per hour equivalent to the employee's FTE hours. Effective November 1, 2021, the Employer's contribution will increase to \$12.65 per hour. Effective November 1, 2022, the Employer's contribution will increase to \$13.95 per hour. Effective November 1, 2023, the Employer's contribution will increase to \$15.43 per hour. The employer has a contractual obligation to pay pension contributions on all straight time hours worked and/or paid.

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 hereinafter specified by said Trustees and to accept, assume and be bound by all of the obligations imposed upon individual employers by those certain agreements referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement, as amended December 31, 1975 (copies of which have been delivered to the Employer herein and receipt of which is expressly acknowledged) and amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

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

In the event the 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 Employer shall pay in addition to the amounts due as contributions, such additional liquidated damages and/or attorneys fees as are set forth in the Trust Agreement to which the Employer is bound.

#### **SECTION 5. JURY DUTY**

An employee called for jury duty will receive the difference between jury pay and normal straight-time earnings. As a condition to jury pay, the employee must notify the Employer as soon as reasonable after he receives notice to report (normally within 24 hours). Also as a condition to receiving jury pay, the employee must produce a receipt from the jury commissioner that he has been called or served, if such receipts are provided.

#### **SECTION 6. FUNERAL LEAVE**

When a death occurs in the immediate family of an employee, he shall be entitled to a leave of absence of four (4) days with pay. Immediate family is defined as spouse, sister, brother, daughter, son, mother and father, mother-in-law and father-in-law, domestic partners, grandchildren, and grandparents. In the event the funeral is held outside the State of California, the employee shall be entitled to an additional day with pay to attend the funeral.

#### **SECTION 7. PHYSICAL EXAMINATIONS**

If the Employer requires physical examinations other than pre-employment physicals, they shall be made during the employee's regular shift unless other mutually satisfactory arrangements are agreed upon.

#### **SECTION 8. LONG TERM DISABILITY:**

Regular benefited Engineers shall be covered under a hospital-paid long-term disability plan, providing benefits for absences for non-work related disabilities. Monthly benefits shall be 50% of the Engineer's monthly salary but not more than \$2,500 per month. Payments of monthly benefits shall commence after absences of 180 days, and may continue for maximum consecutive periods of not more than two years. Reduced benefits apply for staff age 70 or over.

#### **SECTION 9. RETIREE HEALTH CARE SPENDING ACCOUNT:**

Commencing January 1, 2006, the Retiree Health Care Account (RHCA) with the provisions outlined below will be available to eligible bargaining unit employees:

- **Eligibility:** For all regular full-time employees at age 55 or older with 10 or more years of service (floor/minimum); 1,000 hours = 1 year of service = \$1,000 for the employee's account.

- **Account Value:** Retirement Age    Career Maximum in Account

55 - 59	\$20,000
60+	\$25,000

Example 1: An employee who works until age 60 and meets the eligibility criteria with 10 years of service in an eligible position will have \$10,000 in the health care account available to her or him at that time to pay for medical, dental, and/or vision premiums.

Example 2: A person who works until age 60 and meets the eligibility criteria with 25 or more years of service in an eligible position would be able to access \$25,000 in his or her account.

All other provisions of the relevant plan document shall govern.

## ARTICLE VIII

### SECTION 1. NO STRIKES - NO LOCKOUTS

There shall be no strike, sympathy strike, slowdown or other stoppage of work by the Union employees and no lockout by the Hospital during the life of this Agreement. In the event that a strike or picket line occurs at the Hospital, the Union recognizes its obligation to keep a sufficient number of engineers on the job to maintain the Hospital plant and equipment for the protection of patients.

### SECTION 2. UNION REPRESENTATIVES

The Business Representative or qualified representative of the Union shall be allowed to visit the Hospital for the purpose of ascertaining whether or not the Agreement is being observed. This privilege shall be exercised reasonably.

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

### SECTION 3. GRIEVANCE PROCEDURE AND ARBITRATION

Any problem arising in connection with the application or interpretation of the provisions of this Agreement 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.



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.

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.

The Board shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. 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 Agreement. Without limitation upon the foregoing, if either party shall give notice of a desire to modify this Agreement 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 Agreement or otherwise to decide any question with respect thereto, other than the sufficiency and effect of the notice itself.

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.

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

## **ARTICLE IX**

### **SECTION 1. SALE, MERGER OR ASSIGNMENT**

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

## **ARTICLE X**

### **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 XI

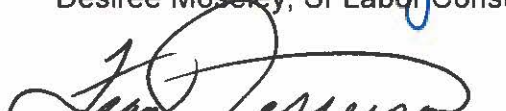
#### SECTION 1. TERM OF AGREEMENT

This Agreement shall be effective as of November 1, 2020 and shall remain in full force and effect until October 31, 2024, and shall be automatically renewed from year to year thereafter, providing that either party hereto may open the Agreement for changes or amendments, or may terminate by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to October 31, 2024, or a subsequent October 31st of any Agreement year in which this Agreement remains in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 4 day of OCTOBER, 2021.

**San Leandro Hospital  
An Affiliate of Alameda Health  
System**

  
\_\_\_\_\_  
Desiree Moseley, Sr Labor Consultant

  
\_\_\_\_\_  
Fran Jefferson, M.D. E.A. ~~IEBA~~

9/21/21  
\_\_\_\_\_  
Date

**International Union of Operating  
Engineers, Stationary Engineers,  
Local 38**

  
\_\_\_\_\_  
Bart Florence, Business Manager

  
\_\_\_\_\_  
Jeff Gladieux, President

  
\_\_\_\_\_  
Matt Frediani, Business Representative

10/4/21  
\_\_\_\_\_  
Date