

**MEMORANDUM OF
UNDERSTANDING**

**ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES
COUNCIL**

AND

ALAMEDA HEALTH SYSTEM

October 1, 2018 to October 1, 2024

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

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

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

SECTION 1. RECOGNITION.

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

SECTION 2. NO DISCRIMINATION.

- A. **DISCRIMINATION PROHIBITED.** Alameda Health System shall not discriminate or harass employees on the basis of political affiliation or political opinion, age, citizenship, union activity or union affiliation or religious opinions or affiliations, or because of race, color, religion marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the

uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service).

- B. **NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither AHS nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum of Understanding because of the exercise of rights to engage or to not engage in Union activity.
- C. **WHISTLEBLOWING/RETALIATION.** AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

SECTION 3. UNION SECURITY

- A. **NOTICE OF RECOGNIZED UNION.** AHS shall give a written notice to persons newly employed in the Alameda County Building and Construction Trades Council bargaining unit, which shall contain the name and address of the employee organization recognized and the fact that the Union is the exclusive bargaining representative for the employee's unit and classification. representation unit classifications which notice shall contain the name and address of the employee organization recognized; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification.
- B. **EMPLOYEE LISTS**

Thirty (30) days following the ratification of this Agreement, and on a weekly basis thereafter, AHS will provide the Union with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.
- C. **UNION DUES DEDUCTION**
 - 1. Alameda County Building and Construction Trades Council and Alameda Health System shall abide by Federal and State laws in the collection of dues, fees, or charitable contributions.
 - 2. Where applicable and in accordance with state and federal law, AHS will deduct membership dues effective the pay period following receipt of appropriate notice than an employee covered by this Agreement is a member of the Union.
 - 3. 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.
- D. **EXCLUSION OF EMPLOYEES.** Persons occupying positions designated as management, supervisory, or confidential are excluded from the bargaining unit. AHS may designate positions as confidential.

- E. **HOLD HARMLESS.** The Union shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues. In no event shall AHS be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- F. **NEW EMPLOYEE ORIENTATION (NEO)**
1. All new hires shall attend a mandatory New Employee Orientation (NEO), which normally takes place on the first day of work. If an employee is unable to attend NEO on his/her first day of work, then the employee shall attend a make-up session to take place no later than thirty (30) days after their start date.
 2. On an annual basis, AHS shall provide the Union with the schedule of New Employee Orientation dates. If there are any changes to NEO dates, times, or location of NEO, AHS shall provide the Union with a minimum of 10 (ten) calendar days' notice. The union recognizes that an NEO session may be cancelled with less than 10 (ten) calendar days' notice from time to time due to low attendance. In such cases, the Union will be notified of the cancellation and advised of the make-up session.

SECTION 4. ACCESS

- A. **ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact employees and to visit job sites within the representation unit during working hours for the purposes of administering this Memorandum of Understanding and consulting with stewards and employees on matters within the scope of representation. Such representatives shall notify the department head or his/her designated representative of their presence. The Union agrees that such representative shall not unduly disrupt the business of the work unit involved.
- B. **USE OF BULLETIN BOARDS.** AHS agrees that reasonable space shall be allowed on bulletin boards for use by employees and the Union to communicate with unit employees. Posted materials shall not be obscene, defamatory, or unrelated to the scope of representation.
- C. **MEETINGS.** Subject to conference room availability, the Union shall be permitted to hold union meetings with bargaining unit employees in conference rooms, provided that the conference room(s) is requested sufficiently in advance and that the meeting(s) pertain to bargaining unit employees.
- D. **SHOP STEWARDS**
1. The Union may appoint two shop stewards who shall be employees of AHS covered by this Memorandum of Understanding. The names of such stewards shall be submitted to the Labor Relations Department and the appropriate department head. Whenever a Shop Steward is unable to perform his/her duties related to this Memorandum of

Understanding outside working hours he/she shall obtain advance permission from his/her supervisor to perform such duties during working hours. If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the Shop Steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Shop Steward was denied permission. Such duties shall be performed as expeditiously as is reasonably possible. The Shop Steward shall attempt to adjust amicably minor differences or misunderstandings arising out of the interpretation and application of this Memorandum of Understanding. Such duties shall include investigation and communication with Union representatives concerning violations of this Memorandum of Understanding and the adjustment of minor grievances provided, however, that the steward shall have no power to vary the terms of this Memorandum of Understanding or to bind the Union to an interpretation hereof, nor shall he/she have the right or power to cause a work stoppage.

2. Steward Time Limits:

- a. Shop Stewards Working Full Time: After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their regular work area during on-duty time not to exceed eight (8) hours per pay period. Permission shall not be unreasonably denied.
- b. Shop Stewards Working Less Than Full Time. After obtaining supervisory permission, shop stewards employed two-fifths (2/5) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period. Permission shall not be unreasonably denied.
- c. At the sole, non-grievable discretion of the Hospital, additional steward time beyond that prescribed in Section E.2.a.-b., above may be granted.

SECTION 5. LABOR MANAGEMENT COMMITTEE

A. THE COMMITTEE.

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

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

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

SECTION 6. LEAVES OF ABSENCE

- A. **LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Department head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.
- B. **NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of Alameda County Medical Center, except as hereinafter provided.
- C. **MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave. If such employee shall have been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:
 - 1. Paid military leave that may be granted during a fiscal year is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
 - 2. During the period specified in subsection 6.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
 - 3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
 - 4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
 - 5. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.

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

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

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

an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for the paternity/adoptive leave. The use of sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Section 9 and 10. of this Memorandum of Understanding.

- I. **PAID FAMILY LEAVE.** Effective July 1, 2004, employees are entitled to take Paid Family Leave pursuant to State Law. Paid Family Leave runs concurrent with Family Medical Leave and California Family Rights Leave. Eligible employees must utilize one (1) week of available paid vacation leave prior to utilizing Paid Family Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.
- J. **LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours' advance notice by the employee to his/her supervisor, an employee shall be granted time off while participating in an Alameda County examination which is scheduled during the employee's working hours, including sufficient time to permit the employee to travel between the workplace and the testing site. At their election, employees may use accrued time (vacation, float holidays) or unpaid time. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
- K. **LEAVE FOR PARTICIPATING IN THE SELECTION OR TRANSFER PROCESS.** Upon 24 hours' advance notice by the employee to his/her supervisor, an employee who wishes to participate in an interview as part of an interdepartmental transfer within AHS shall be granted paid leave while participating in the interview scheduled during the employee's work hours, including sufficient time to travel between the workplace and the interview site.
- L. **LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Department Head, one (1) employee at any one time, who is subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for the Union. At the end of such leave the employee shall be returned to his/her same classification and Department.
- M. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.
- N. **RETURN TO DUTY.** Except as otherwise required by law, an employee who returns to duty in compliance with an authorized leave of absence not exceeding ninety (90) days shall be returned to the position he/she occupied at the time he/she went out on the leave, provided the position still exists. If the employee returns beyond the ninety (90) day period, AHS shall make its best effort to return the employee to the same geographical location, shift and, where there is a

specialization within a classification, the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.

SECTION 7. BEREAVEMENT LEAVE

A. ELIGIBILITY

In the event of a death of a family member, regular full-time and part-time employees are eligible to take bereavement leave after 90 (ninety) days of employment.

1. Definitions

- a. **Bereavement leave** is defined as necessary time away from work, associated with the death of a family member.
- b. **Family member** is defined to include spouse, mother, father, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, stepparent, stepchild, or domestic partner. The legal guardian of an employee during their minority years and children for whom the employee acted as legal guardian are included as family members.

2. Duration

The employee's immediate supervisor will grant up to five (5) regularly scheduled working days for bereavement. These days must be taken within thirty days of the date of the death.

3. Proof of death and relationship may be required by the Manager/Supervisor.

SECTION 8. HOLIDAYS

A. HOLIDAYS DEFINED. The following days shall be recognized by payments of the rates set forth below for work performed on such days:

- January 1st - New Year's Day
- Third Monday in January - Dr. Martin Luther King, Jr. Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4th - Independence Day
- First Monday in September - Labor Day
- November 11th - Veterans Day
- Fourth Thursday in November - Thanksgiving Day
- Day after Thanksgiving Day - Day After Thanksgiving
- December 25th - Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three or more members of the Board of Trustees.

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

B. HOLIDAY COMPENSATION.

If an employee is required to work any of the holidays listed in Section A of this article, s/he shall receive time and one-half (1 1/2) for all hours worked on these days. A work shift shall be deemed to fall on these days when the major portion of the shift falls on such days.

C. ELIGIBILITY FOR HOLIDAY PAY.

If an employee calls out all or a part of his/her scheduled workday on before or after the holiday, the manager may require the employee to bring in a medical provider note or some other form of documentation as to why he/she had to take the time off. Failure to do so may result in disciplinary action.

SECTION 9. PAID TIME OFF

A. PTO ACCRUAL

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

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

20 years and up	1.539 days (12.31 hours) per pay period (40 days per year)
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B. CASH PAYMENT IN LIEN OF PTO.

1. Upon Separation from Employment.

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

2. Vacation Cap.

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

C. LIMITATION ON UNUSED PTO LEAVE BALANCES.

Maximum PTO leave balances shall be no more than one and one halftimes the employee's PTO accrual rate, and shall be as follows:

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

D. DATE WHEN PTO CREDIT STARTS.

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

E. CHANGEOVER TO MAXIMUM ALLOWABLE VACATION/PTO BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION/PTO.

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

F. PTO SELL-BACK.

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

G. WHEN FIRST PTO IS DUE.

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

H. MAXIMUM PTO LEAVE.

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

I. EFFECT OF LEAVE WITHOUT PAY ON PTO CREDIT.

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

J. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.

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

K. WHEN PTO LEAVE MAY BE TAKEN.

Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the PTO leave.

L. VACATION SELECTION SENIORITY.

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

M. SCHEDULING FOR FULL-TIME EMPLOYEES

1. Seniority Lists.

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

repeats itself. All vacation scheduling for the subsequent calendar year will in place by January 1st.

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

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

2. Subsequent Requests.

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

3. Alternative Scheduling Procedure.

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

N. VACATION LEAVE SEGMENTS.

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

O. PERSONAL EMERGENCY LEAVE.

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

P. RATE OF PTO PAY.

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

Q. PTO TRANSFER.

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

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

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

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

SECTION 10. EXTENDED SICK LEAVE

A. EXTENDED SICK LEAVE (ESL)

1. Each regular full-time and part-time employee will accrue ESL at the rate of Four (4) days per year, pro-rated by FTE for regular part-time employees.
2. An employee shall be paid from the employee's accumulated Extended Sick Leave bank for absences because of long-term illnesses. A long-term illness is an illness that caused an absence from work for more than three (3) consecutive shifts.
3. AHS reserves the right to require medical verification of any such absences as a condition of payment.
4. There is no limit to the number of ESL days that may be accrued.

SECTION 11. CATASTROPHIC SICK LEAVE

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

Eligibility:

1. The recipient employee, the family of the recipient employee, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
2. The recipient employee is not eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
4. A recipient employee is eligible to receive one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full day increments for full-time employees, and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. Employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an AHS catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 12. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA

- A. **COMPENSATION.** Compensation for any employee regularly scheduled to work less than the regular work week shall be prorated within a pay period in which leave is granted, based upon a proration of the hours which would have been worked during the pay period but for the leave to the regular full-time pay period for the job classification.
- B. **AFTERNOON/EVENING, SATURDAY/SUNDAYSCHEDULES.**
 1. Any employee assigned a swing shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.
 2. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular workday as PTO.
 3. An employee assigned to a night shift who is actually serving on a jury is entitled to equal time off with pay provided that
 - a. If the employee is scheduled to work on the shift immediately preceding the jury duty and the shift immediately following the jury duty, the employee may choose to be off on either shift;
 - b. AHS reserves the right to reassign any such employee to day shift during any period when the employee is on jury duty.
- C. **TRAVEL TIME.** Sufficient paid leave shall be granted to permit an employee to travel between the workplace and the court, while serving on jury duty or in answer to a subpoena as a witness.

- D. **REPORTING TO WORK IF EXCUSED.** When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (1/2) his/her regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.
- E. **STANDBY JURY DUTY.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.
- F. **WITNESSES.** Employees who are subpoenaed to be a witness on behalf of AHS in a civil or criminal trial shall receive paid release time for such service based on their regular schedule.
- G. **FEES PAYABLE TO AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be made payable to AHS.

SECTION 13. HOURS OF WORK

A. WORKWEEK DEFINED

A Workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Sunday 12:00 a.m. to 11:59 p.m. the following Saturday.

B. WORK SCHEDULE

1. The standard work schedule for full-time employee shall be forty (40) hours per work week, normally scheduled in shifts of eight (8) hours. Other regular full time and part-time shifts may be created by mutual agreement by the parties which may include 8, 10, and 12-hour shifts.
2. The Department Head shall prepare a schedule showing the hours in which each employee is to work. Except under unforeseeable circumstances, AHS shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees at AHS shall be given ten (10) calendar days' notice of any change in shift schedule.

C. MEAL AND REST PERIODS

1. **Meal Period.** Meal periods shall consist of thirty minutes and shall not count as time worked.
2. **Rest Period.** Each employee shall be granted a rest period of fifteen minutes during each work period of more than three hours' duration, provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall

be made nor time off charged against employees taking authorized rest periods, nor shall any rights to overtime be accrued for rest periods not taken. There is no obligation upon AHS to provide facilities for refreshments during the rest periods, or for procurement thereof.

D. OVERTIME.

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

2. **OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a workweek in excess of the regular workweek pursuant to this Section 13. Holidays which fall on an employee's regularly scheduled day off, hours paid in non-work status, such as PTO and paid leaves of absence pursuant to Section 6 - *Leaves of Absence*, shall not count towards the accumulation of the work week. Holidays worked shall count toward the accumulation of the work week. No employee shall be scheduled off without pay for the sole purpose of avoiding overtime.

3. ASSIGNMENT OF OVERTIME

a. Employees may be required to stay beyond their scheduled shift until coverage can be secured by another employee not currently working or if operationally practical to stay beyond their scheduled shift instead of calling an employee not currently working.

b. Overtime shall be first assigned to employees not currently working in the Hospital, in order of seniority based on an "Availability List", prioritized by classification, that is updated on a monthly basis. The "Availability List" shall be campus-wide and the Hospital shall determine the classification necessary to perform the overtime work.

c. If the Hospital is unable to secure coverage based on the availability list that is Hospital-wide, the Hospital may attempt to secure coverage from bargaining unit employees at the other AHS Hospitals based on their "Availability List." The more senior employee in the classification needed to work the overtime shall be awarded the overtime.

d. For purposes of this Section D.4., a "campus" is defined as (1) Highland; (2) John George/Fairmont.

4. OVERTIME PAYMENT.

- a. Overtime shall be paid at time and one-half for all hours worked in excess of forty (40) hours in the workweek.
- b. The parties agree that for safety reasons it is of paramount importance to avoid employees working double shifts; to that end, AHS will attempt to secure volunteers to work available shifts that did not work in the preceding 12 hours of the available shift.
- c. For purposes of this section, the regular rate for the workweek shall be as defined consistent with the Fair Labor Standards Act ("FLSA"), which includes, the employee's total compensation in the workweek divided by the total hours in the workweek.
- d. Employees shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours in excess of twelve (12) hours.
- e. There shall be no duplication, pyramiding, or compounding of any premium wage payments.

E. DAYLIGHT SAVINGS TIME.

All employees working at the time daylight savings time starts or ends shall be paid for actual time worked.

SECTION 14. WAGES

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

- | | | |
|----|-----------------------|----|
| 1 | Pay Period 21 of 2020 | 3% |
| 2. | Pay Period 21 of 2021 | 3% |
| 3. | Pay Period 21 of 2022 | 3% |
| 4. | Pay Period 21 of 2023 | 3% |

B. Employees who have achieved 14 years of service using the Lawson seniority date during the term of this Agreement ending September 30, 2017, shall receive a longevity step 2% over the highest step in the class.

C. GENERAL PROVISIONS

- 1. **Effective Date of Salary Increases:** Wage increases referenced throughout this agreement are effective on the date indicated or the beginning of the pay period follow the date provided when the date provided is not the begin date of the employee's pay period.

2. **Salary Ranges:** Current salary ranges are listed in Appendix A. The parties recognize that actual salary rates paid to the employee may vary slightly from those reflected on the salary table due to rounding.
3. **Across-the-Board Adjustments:** Where the provisions of this Article call for an across-the-board range adjustment, the salary(ies) shall be adjusted by the percentage indicated.

D. WAGES

Lump Sum Payment in Lieu of Retroactivity: No later than 60 calendar days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on eligible and actual in-bargaining unit earnings beginning **January 1, 2019** (or the beginning of the nearest and following pay period if **January 1, 2019** is not the begin date of the pay period) and concludes on the last day of the pay period prior to implementation of the salary range increased discussed in Section A.1.a., above. The eligible and actual in-bargaining unit earnings will be multiplied by the percentage increase that the employee is scheduled to receive as referenced below.

Lump Sum Payment non-base building:

January 1, 2019 – July 1, 2019	2%
July 1, 2019 – October 1, 2020	2.5%

1. **Eligibility:** To be eligible for the Lump Sum Payment discussed in this Section, the employee must meet all of the following criteria:
 - a. be in a BCTC represented classification on the date the lump sum is paid (not effective date); and must be in the bargaining unit on the date payment is made.
 - b. have actual earnings in a BCTC represented classification during the relevant time period outlined in this Section.
 - c. Legally required deductions will be made against the lump sum issued pursuant to this section. Union dues will not be deducted from this payment.

2. **Equity Adjustments:**

Pay period 21 of 2021	1%
Pay period 21 of 2023	1%

E. SHIFT DIFFERENTIALS

Type of Differential	\$ Amount
Evening Shift	7% of base rate
Night Shift	9% of base rate-
Lead Differential	5% of base rate

1. Shifts are defined as follows:
 - a. Evening shift (PM Shift): Begins at 3:00 pm and concludes at 11:30 pm.
 - b. Night Shift: Begins at 11 pm and concludes at 7:30 am the following day.
2. Shift differentials will be paid when the majority of hours worked in a shift are within one that provides for a differential. Where the hours in a shift are evenly split between shifts with different differentials, then the differential will apply according to the actual hours worked within that shift with a shift differential.
3. **LEAD DIFFERENTIAL.** Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their classification, shall receive a differential of five percent (5%) based on their regular straight time pay for actual hours worked while so assigned and regardless of the proportion of the shift that is spent in such lead duties. Employees shall be assigned for a minimum of an entire shift. If the employee is assigned to and performs lead duties over a higher paying classification, the employee will be compensated at the rate of five (5%) above the highest paid classification for whom he/she is responsible. This provision supersedes and replaces all agreements and understanding lead pay for employees covered by this MOU. The lead differential shall not be considered premium pay for the purposes of Section 13 – Hours of Work.

F. STANDBY DUTY.

1. Employees who are required to perform standby duty shall be compensated at the rate of 25% (twenty five percent) of base pay for each hour on stand by duty.
2. An employee called to work from standby duty shall be compensated at one and one half (1 ½) the employee's straight time rate of pay upon clocking in at the work site. In such cases, the employee shall perform a minimum of two hours of work or be paid two (2) hours in lieu of work.

- G. **REPORTING PAY.** In the event that an employee is scheduled or directed to report for work and so reports and is subsequently told by AHS that his/her services are not required, he/she will be entitled to two hours pay at the straight-time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum four hours of pay at the straight-time rate, or straight-time pay for hours actually worked, whichever is greater.

- H. **TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.** An employee specifically assigned on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position is for five (5) consecutive days or more. In such case, payment shall be retroactive to the first day of such services; provided the following conditions apply:
 - 1. The employee performs the full range of duties of the higher-level position;
 - 2. The employee has been specifically assigned in advance to perform the duties of the higher level position by the Department Head or his designee;
 - 3. Assignment is for a minimum of a full shift.

- I. **RECLASSIFICATION/OUT OF CLASSIFICATION.** An employee who believes that he/she is being worked out of classification, and who believes that there has been a substantial change in his/her duties, which are not covered by the classification, may first request a review and resolution by the Human Resources Department. The Human Resources Department agrees to respond to the request within forty-five (45) calendar days. If the issue remains unresolved, he/she may submit the matter for resolution through the grievance procedure.

- J. **PREMIUM CONDITIONS (MEALS).** At AHS work locations where AHS-provided meals are available, a free meal will be provided to employees when working overtime.

SECTION 15. HEALTH, VISION AND DENTAL PLANS

A. **HEALTH PLANS.**

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

AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The chart also shows the subsidy for family coverage for the duration of this agreement. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to Union employees during open enrollment.

Employee Contribution:

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

2. **Health Plan Coverage For Employees Regularly Scheduled To Work Less Than The Regular Workweek:** Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization as provided in Section 15.A.1 for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

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

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

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

3. **DUPLICATIVE COVERAGE:** This applies to married AHS employees or employees with domestic partners, as defined in Appendix B, who both are employed by AHS. The intent of this sub-section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees or employees with a domestic partner, (as defined in Appendix B) both employed by AHS, shall be entitled to one (1) choice from the plan offerings through Alameda County.
4. Starting January 1, 2014, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.
5. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON HEALTH PLAN COVERAGE:**

Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the providers.

Those whose health plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.
6. **Open Enrollment:** Eligible employees may choose from among options available during the open enrollment period in the Fall of each year.

B. DENTAL PLANS.

1. DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:

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

2. DENTAL PLAN COVERAGE FOR LESS THAN FULL-TIME EMPLOYEES: AHS shall

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

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

3. **OPEN ENROLLMENT:** Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).
- C. Alameda Health System and the Union agree that they will participate in a Joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee has been meeting and will continue to meet after the new MOU is ratified. Other bargaining units are invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

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

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

D. **VISION CARE REIMBURSEMENT PLAN.**

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

Reimbursement will be made subject to applicable AHS finance procedures and

requirements.

SECTION 16. DISABILITY INSURANCE BENEFITS

- A. **PARTICIPATION.** AHS shall continue to participate under the State Disability Insurance (SDI) Program.
- B. **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and AHS.
- C. **EMPLOYEE OPTIONS.** There are two options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
1. Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary major medical supplemental paid sick leave, or
 2. Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include PTO, sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary Major Medical Supplemental Paid Sick Leave, unless the employee provides written notice to the Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.
- D. **AMOUNT OF SUPPLEMENT.** The amount of the supplement. provided in Section E hereof, for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including those premium conditions limited to subsections 14.E., 14.F., and 14.G., or any other provision of this MOU, and the "weekly benefit amount" multiplied by two and divided by 80.
- E. **HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued extended sick leave, discretionary major medical supplemental paid sick leave, PTO leave, compensatory time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.
- PTO and Extended Sick Leave shall be accrued based upon a proportion of the hours charged against the employee's accrued PTO, Extended sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off and/or floating holiday balances to the normal pay period.
- F. **HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI.** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory

time, and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplemental is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time, and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 18. herein.

- G. HOLIDAY PAY IN CONJUNCTION WITH SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 17. LIFE INSURANCE

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

SECTION 18. EDUCATIONAL LEAVE AND STIPENDS

- A.** Upon the approval of the Department Head of any plan submitted by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, AHS shall pay \$1,000 per employee per fiscal year. The maximum AHS liability under this Section shall not exceed \$15,000 in any fiscal year. Employee shall receive such stipends on a first-come, first-served basis each fiscal year. At its sole, non-grievable discretion, management may increase the amount available to an employee beyond the \$1,000 maximum.
- B.** Reimbursement is contingent on the request being submitted at least 30 days prior to the class; on the request being approved by the Department Head in his/her discretion; on the course being job-related or related to promotional opportunities; and on proof of satisfactory completion and passage of the course.
- C.** The Department Head shall respond to any request for educational stipend course approval, within thirty calendar days of receipt of such request or the employee's selection shall be deemed approved. Approval or failure to timely respond within 30

calendar days does not encumber funds as such funds are administered on a first-come, first-served basis.

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

SECTION 19. BOOT ALLOWANCE

Employees are required to wear thick-soled, high-topped, leather-type work boots (preferably steel toed). Each year AHS shall reimburse employees for the actual cost of one pair of work boots up to \$125.00.

Reimbursement is subject to applicable AHS Finance Office procedures and requirements.

SECTION 20. UNIFORMS

Alameda Health System will provide all Bargaining Unit employees with cotton uniforms, which shall be laundered by AHS. These uniforms shall be worn by employees. Employees shall have the option to select from any reasonable combination of coveralls, overalls, shirt, and/or pants. Employees will be provided changing areas in accordance with legal health and safety regulations.

Employees have the option of laundering their uniforms at home, unless precluded by AHS for due to safety reasons.

SECTION 21. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. **USE OF VEHICLE AND MILEAGE RATES PAYABLE.** No employee shall be required to use his/her personal vehicle on AHS business. Subject to the provisions of this Section 21, mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time.
- B. **MINIMUM ALLOWANCE.** An employee who is authorized by his/her Department Head to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is authorized by his/her Department Head to use his/her private automobile at least ten (10) days in any month, and in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may

not be transported by hand, shall be compensated an additional \$12 per month for any such month.

D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, authorized by his/her Department Head to use a private automobile on AHS business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of AHS, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within 30 days of such loss, damage, or theft.

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

1. Definitions.

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

2. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.
3. An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

SECTION 22. EMPLOYEE CATEGORIES

A. EMPLOYEE CATEGORIES DESCRIBED.

1. A Regular Full-time Employee is one who occupies a position with a pre-determined work schedule of forty (40) hours per week.
2. A Regular Part-time Employee is one who occupies a position with a pre-determined work schedule of at least twenty (20) but less than (40) hours per week.
3. A Temporary Employee is one who is hired as an interim replacement for temporary work on a predetermined schedule for a period three (3) calendar months, provided that such time may be extended by mutual agreement for the duration of the absence of an employee that the Temporary employee is replacing.
4. The creation of any additional job categories utilized for work performed by job classifications in Appendix A shall be subject to the meet and confer process.

SECTION 23. PROBATION PERIODS

- A. **NEWLY HIRED EMPLOYEES.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hiredate.
- B. **TRANSFERS DURING THE PROBATION PERIOD.** An employee may not transfer to another position within AHS during his/her probation period without the permission of AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Section 27. An employee who so transfers shall commence a new probation period.
- C. **GRIEVABILITY OF DISCHARGES OF PROBATIONARY EMPLOYEES.** Any employee serving a probation period may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Section 2, No Discrimination.

SECTION 24. EVALUATIONS

- D. **PURPOSE.** The purpose of evaluations is to assist the employee in his/her development. Evaluations shall not be a substitute for or an initiation of the disciplinary process (See Section

26, Disciplinary Action/Notice of Termination/Personnel Files) but will serve to notify an employee that his/her performance or attendance is marginal and may lead to discipline.

E. TIMING/SCOPE.

1. AHS shall make best efforts to conduct a performance evaluation for each employee on an annual basis. Newly hired employees, generally, will receive a written evaluation upon completion of thirty (30) and ninety (90) days of employment.
2. The written performance evaluation shall cover the period since the last evaluation.
3. The employee's supervisor shall meet with the employee to review the employee's written evaluation.
4. The employee shall be entitled to add his/her written rebuttal which will then be filed in the employee's personnel (H.R.) file with the evaluation.

F. GRIEVABILITY.

1. Evaluations are not subject to Section 32, Grievance Procedure.
2. **Promotions.** This subsection C does not prohibit an employee from grieving a denial of a promotion if such a decision was based in whole or in part on an evaluation.
3. **Transfers.** Evaluations shall not be used to deny an employee a transfer. For the purposes of this Subsection C, a "transfer" occurs when the employee changes his/her position but remains within the same classification.

SECTION 25. NOTIFICATION OF VACANCIES

A. POSTING VACANCIES.

1. **Posting of Vacancies.** When vacancies covered by this MOU occur, notices of such vacancies shall be posted on the Alameda Health System website for at least seven (7) calendar days prior to interviews for the vacancy. This does not prevent AHS from filling a posted vacancy on a temporary basis not to exceed sixty (60) days prior to filling the position. The foregoing sixty (60) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.
2. **Notice to Union.** When vacancies occur in positions subject to this MOU, AHS shall notify the Union.

B. BIDDING ON POSTED POSITIONS.

1. **Preferences.** Any current employee may apply for any posted vacancy by applying through

the AHS jobs page. Preference shall be given to the employee with the earliest date of hire in the Hospital, without a break-in-service, in the order listed below. The prior sentence is subject to the provisos that (1) the bidding employee must meet all minimum qualifications of the job established by AHS (2) the applicant employee does not have any written discipline on file in the 12 months preceding the date of the application; and (3) where an employee is applying for a different classification, ability and performance must be approximately equal to that of outside applicants in AHS's judgment.

- a. Regular full-time and part-time employees from the same classification.
 - b. Other **bargaining unit** applicants within AHS.
 - c. Outside applicants.
2. **Notice of Awarding of Position.** Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Medical Center if they have or have not been awarded the vacancy.

SECTION 26. DISCIPLINARY ACTION/NOTICE OF TERMINATION/PERSONNEL FILES

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature.

A. COUNSELING/WARNINGS.

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

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

1. A statement of the nature of the disciplinary action.
2. A statement of the cause of the action.
3. A statement in ordinary and concise language of the act or omission upon which the action

is based.

4. A statement of the employee's right to respond either orally at a meeting requested by the employee, or in writing and timeframes for responding.
- C. **NOTICE OF TERMINATION.** In the event of termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the Department Head or his/her designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to the Union, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.
- D. **APPEALS OF WRITTEN REPRIMANDS/WARNINGS.** A written reprimand may be appealed through the Grievance Procedure, Section 27 through the Step 3 (CEO or designee) level. Employees may attach a rebuttal to any letter of reprimand/warning to be placed in the employee's personnel file.
- E. **APPEAL OF SKELLY DECISION.** The Union or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Section 27, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).
- F. **WEINGARTEN RIGHTS.**
1. Rights Described. AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter Weingarten vs. NLRB, as modified by the courts and the NLRB.
 2. Failure to Grant Weingarten Rights. If an employee is denied Weingaiten Rights during an investigatory meeting, any resulting discipline based on such an invalid meeting will be considered null and void.
- G. **PERSONNEL FILES.**
1. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review his/her personnel (H.R.) file or authorize his/her Union Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee, the Union Representative may request a copy of the employee's personnel record. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall

not be made available. Such inspections shall be arranged in advance with Human Resources.

2. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without his/her prior notice. Letters of reprimand or warning will be removed from an employee's official personnel (H.R.) file upon request of the employee after five (5) years from the date of the letter, provided AHS has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Department Head.

SECTION 27. GRIEVANCE PROCEDURE

- A. **EMPLOYEE GRIEVANCE.** If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Subsection A. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or the Union that AHS has violated written AHS/departmental rules, or a provision of this Memorandum of Understanding, provided that the issue is within the scope of representation as defined in California Government Code Sections 3504.
- B. **STEP 1. MEETING WITH SUPERVISOR.** The employee shall first request to confer with his/her immediate supervisor and such meeting shall occur within five (5) days of the request. The employee has the right to request the presence of a shop steward at this meeting. No grievance shall be processed unless request for this meeting has occurred.
- C. **STEP 2. SUBMISSION OF WRITTEN GRIEVANCE TO SECTION HEAD.** If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Department Head. The grievance shall state:
 1. The section of the MOU that has been allegedly breached;
 2. The facts upon which it is based;
 3. The remedy that is sought;
 4. The date of the meeting with the supervisor.
 5. Email to Grievances@AlamedaHealthSystem.org

Within ten (10) days of receiving the written grievance, the Department Head shall schedule a meeting or provide a written response. If the grievance is not settled within ten (10) days of the Step 2 response, either party may request in writing that it be referred to the next step.

- D. **STEP 3. MEETING WITH THE CEO.** Within ten (10) days of receiving the request, a Step 3 meeting with the CEO shall be scheduled. AHS shall provide the Union with its final written response within

ten (10) days of the conclusion of the Step 3 meeting. This request must be Email to Grievances@AlamedaHealthSystem.org.

- E. **STEP 4. ARBITRATION.** In the event that resolution is not achieved, within 30 days either party may refer the dispute to Arbitration. The arbitrator will be selected by the representatives of AHS and the Union. AHS and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party. This request must be Email to Grievance@AlamedaHealthSystem.org
- F. **UNION GRIEVANCE.** Grievances by the Union under Section 1.B of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.
- G. **TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 2 within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the Step 3 response. ~~Board meeting at which the deadlock occurred if the grievance is referred to a Joint Conference Board and the Board is deadlocked.~~ On no account shall any grievance include a claim for money relief for more than sixty (60) days from the date of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.
- H. **AUTHORITY OF ARBITRATOR.** The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- I. **DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 26.

SECTION 28. SENIORITY

- A. **SENIORITY DEFINED.** "Seniority" means the total length of unbroken service in the bargaining unit.
- B. **TRANSITION.** Employees who were employed by the County of Alameda and who were hired by AHS on November 12, 2000 without a break in employment shall retain their County hire date for seniority purposes.
- C. **BREAK IN SERVICE.** For the purposes of this Section 28, a "break in seniority" shall be the following:
1. A resignation;
 2. Retirement;
 3. A termination for cause; or
 4. A displacement.
- D. **ADJUSTMENT OF SENIORITY DATE.** If an employee returns to a position within the bargaining unit within 12 months or less following the event triggering the break in seniority, the employee shall have their seniority restored, but adjusted for the period when not in the bargaining unit.
- E. **TIES IN SENIORITY.** In the case of a tie in seniority between two (2) or more employees, the employee with the earlier hire date shall be considered the most senior. If the dates of hire are the same, then the employee that submitted their application earlier for their current role shall be deemed the more senior.

SECTION 29. LAYOFFS

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

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

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

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

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

NOTICE. Prior to any lay off, employees will be given notice of one (1) month or one (1) month's pay in lieu of notice or any combination of pay and notice.

- K. **RECALL.** Employees shall be recalled by seniority for two (2) years from the date of the layoff.
- L. **ALTERNATE PROCEDURE.** AHS and the Union agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used.

SECTION 30. CONTRACTING OUT

- A. AHS will, as far in advance as possible of the action by AHS, inform the BTC of any new contracting out of services exclusively performed by employees covered by this MOU ("bargaining unit work"). Upon ratification of this MOU, AHS will also provide the BTC with a list of all current agreements to contract out work by the Engineering Department. Thereafter, on a monthly basis, AHS will provide the BTC with a list of all new agreements to contract out work by the Engineering Department. Upon written request by the union, AHS will supply a copy of any such agreement.
- B. AHS shall not contract out bargaining unit work if it results in loss of positions or employment by existing employees covered by this MOU ("covered employees") except under the following circumstances:
1. Prior to contracting out such work AHS shall notify the Union at least 60 days in advance;
 2. AHS shall provide the Union with full details of its proposed action, its reasons and the anticipated impact on its workforce;
 3. AHS shall promptly meet with the Union to review the disclosures in paragraph 2.
 4. The Union may present alternative plans to AHS which AHS shall promptly consider.
 5. AHS shall not proceed with any planned contracting out if the alternative plans presented by the Union are cost neutral to AHS and/or otherwise meet the AHS's business objectives.
- C. Subject to Subsection E, and in addition to the notification in Subsections A and B above, AHS will also notify the Union of its intent to contract out bargaining unit work at any newly acquired or newly constructed AHS facility. AHS shall notify the Union at least sixty (60) days prior to action by the Board of AHS to effect any such contracting out, except in the case of an emergency, in which AHS shall give as much notice as possible.
- D. Without the consent of the Union, which consent shall not be unreasonably withheld, AHS shall not retain any temporary employees who perform bargaining unit work for more than ninety (90) calendar days. Upon written request, AHS shall supply the Union with a monthly update of temporary employees by name, department, date of hire, status (full-time, part-time). Temporary employees filling in for a specific employee who is absent by reason of an approved leave of absence, such as a maternity leave or disability leave, shall not be subject to the ninety (90) day limitation. AHS shall not replace or exchange temporary employees to avoid compliance with this provision.
- E. Nothing in this section shall be interpreted as preventing or restricting AHS from continuing to execute contracts signed prior to the ratification date of this MOU (September 16, 2001). Renewal of such contracts will be subject to the provisions of this section.

SECTION 31. SAFETY

- A. **GOALS AND FUNCTIONS.** It is the responsibility of AHS to maintain a safe working environment. AHS will conduct and maintain facilities (owned or leased) in accordance with standards established by the State Division of Occupational Safety and Health and in compliance with Occupational Safety and Health Act and other applicable safety and health regulations.
- B. **AHS SAFETY COMMITTEES.** There shall be at least one bargaining unit employee, to be selected by the Union, on the AHS Safety Committee and on any Departmental work site safety committee.
- C. **DEPARTMENTAL MEETINGS.** Workplace safety issues shall be on the agenda of each Department meeting and sufficient time at such meetings shall be devoted to such issues. Departmental Meetings shall be scheduled at reasonable times monthly and there shall be no less than ten such meetings each year. In the event there is insufficient time at any meeting to address workplace safety issues, AHS will hold a special departmental meeting for such purposes. The Department meetings shall include as one of their goals identification of ways in which work performed by members of the bargaining unit can be made safer and may make recommendations to the AHS Safety Committee. Attendance at mandatory meetings shall be considered "work performed" for the purposes of Overtime.
- D. **FREQUENCY OF MEETINGS.** The AHS Safety Committee meets monthly. Other safety committees meet as scheduled.
- E. **ORIENTATION/TRAINING.** AHS will offer orientation and safety training to employees in the bargaining unit.
- F. **REPORTING PROCEDURES.** Employees should bring safety concerns to the attention of their immediate supervisor (or designee). If the concern is not addressed to the satisfaction of the employee, then matter should be reported by filing a report or complaint.
- G. **WORKPLACE VIOLENCE GUIDELINES.** AHS shall ensure compliance with AHS's workplace violence guidelines.
- H. **RELEASE TIME.** Full-time or part-time employees who have been formally designated as Union representatives pursuant to paragraph B above shall carry out their duties under this Section on AHS time, provided, however, that the employee shall only be granted paid release time for meetings during those hours when the employee would have been regularly scheduled to work.

SECTION 32. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, willful absence from assigned workstation, or the abstinence in whole or in part from the full, faithful and proper performance of the

SECTION 34. SCOPE OF AGREEMENT

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

SECTION 35. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full force and effect to and including October 1, 2024.

A. DURATION

The terms and conditions of this Agreement shall go into effect on October 1, 2018 and shall remain in full force and effect through October 1, 2024.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

This Memorandum of Understanding shall be automatically renewed or extended from year to year after its expiration unless either party serves written notice on the other party of at least 90 (ninety) days prior to the expiration date of this Memorandum of Understanding, or subsequent anniversary date thereafter.

SIGNED AND ENTERED INTO THIS ____ DAY OF _____, 2021.

FOR ALAMEDA HEALTH SYSTEM:	FOR ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL:
<p><u>Lorna Jones</u> Date: <u>2/4/22</u> Lorna Jones, Chief Human Resource Officer</p>	<p><u>[Signature]</u> Date: _____ Business Representative BTC</p>
<p>s <u>[Signature]</u> Date: <u>2/8/22</u> Labor Relations</p>	<p><u>[Signature]</u> Date: _____</p>
	<p><u>[Signature]</u> Date: _____</p>

duties of employment during the life of this Memorandum of Understanding. The Union agrees to take all measures reasonably necessary and appropriate to assure that the provisions of this Section are observed.

SECTION 33. SAVINGS CLAUSE

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

APPENDIX A Classifications

Classification Code (GET CORRECT LANGUAGE)	Classification Name
72505	Carpenter
72715	Locksmith
72730	Building Equipment Maintenance Worker
72725	Building Maintenance Worker II
72735	Building Maintenance Laborer
72716	Carpenter/Locksmith
72705	Electrician
72720	Painter
72710	Stationary Engineer

SALARY SCALE

Job Code	Job Title - Rates Effective 07/29/2018	Hourly Rate	Longevity Rate	Effective Date
72505	Carpenter	\$ 46.4503	\$ 47.3793	07/29/18
72705	Electrician	\$ 50.4192	\$ 51.4277	07/29/18
72710	Stationary Engineer	\$ 48.6495	\$ 49.6225	07/29/18
72715	Locksmith	\$ 46.4503	\$ 47.3793	07/29/18
72716	Carpenter/Locksmith	\$ 46.4503	\$ 47.3793	07/29/18
72720	Painter	\$ 45.5024	\$ 46.4124	07/29/18
72725	Building Maintenance Worker II	\$ 43.3031	\$ 44.1691	07/29/18
72730	Bldg. Equip. Maint. Wrk.	\$ 42.0546	\$ 42.8957	07/29/18
72735	Building Maintenance Laborer	\$ 32.5547	\$ 33.2058	07/29/18

Job Code	Job Title - Rates Effective 09/20/2020	Hourly Rate	Longevity Rate	Effective Date
72505	Carpenter	\$ 47.8438	\$ 48.8007	09/20/20
72705	Electrician	\$ 51.9318	\$ 52.9704	09/20/20
72710	Stationary Engineer	\$ 50.1090	\$ 51.1112	09/20/20
72715	Locksmith	\$ 47.8438	\$ 48.8007	09/20/20
72716	Carpenter/Locksmith	\$ 47.8438	\$ 48.8007	09/20/20
72720	Painter	\$ 46.8675	\$ 47.8049	09/20/20
72725	Building Maintenance Worker II	\$ 44.6022	\$ 45.4942	09/20/20
72730	Bldg. Equip. Maint. Wrk.	\$ 43.3162	\$ 44.1825	09/20/20
72735	Building Maintenance Laborer	\$ 33.5313	\$ 34.2019	09/20/20

Job Code	Job Title - Rates Effective 09/19/2021	Hourly Rate	Longevity Rate	Effective Date
72505	Carpenter	\$ 49.2791	\$ 50.2647	09/19/21
72705	Electrician	\$ 53.4898	\$ 54.5596	09/19/21
72710	Stationary Engineer	\$ 51.6123	\$ 52.6445	09/19/21
72715	Locksmith	\$ 49.2791	\$ 50.2647	09/19/21
72716	Carpenter/Locksmith	\$ 49.2791	\$ 50.2647	09/19/21
72720	Painter	\$ 48.2735	\$ 49.2390	09/19/21
72725	Building Maintenance Worker II	\$45.9403	\$ 46.8591	09/19/21
72730	Bldg. Equip. Maint. Wrk.	\$44.6157	\$ 45.5080	09/19/21
72735	Building Maintenance Laborer	\$34.5372	\$35.2279	09/19/21

Job Code	Job Title - Rates Effective 09/18/2022	Hourly Rate	Longevity Rate	Effective Date
72505	Carpenter	\$ 50.7575	\$ 51.7727	09/18/22
72705	Electrician	\$ 55.0945	\$ 56.1964	09/18/22
72710	Stationary Engineer	\$ 53.1607	\$ 54.2239	09/18/22
72715	Locksmith	\$ 50.7575	\$ 51.7727	09/18/22
72716	Carpenter/Locksmith	\$ 50.7575	\$ 51.7727	09/18/22
72720	Painter	\$ 49.7217	\$ 50.7161	09/18/22
72725	Building Maintenance Worker II	\$ 47.3185	\$ 48.2649	09/18/22
72730	Bldg. Equip. Maint. Wrk.	\$ 45.9542	\$ 46.8733	09/18/22
72735	Building Maintenance Laborer	\$ 35.5733	\$36.2848	09/18/22

Job Code	Job Title - Rates Effective 09/17/2023	Hourly Rate	Longevity Rate	Effective Date
72505	Carpenter	\$ 52.2802	\$ 53.3258	09/17/23
72705	Electrician	\$ 56.7473	\$ 57.8822	09/17/23
72710	Stationary Engineer	\$ 54.7555	\$ 55.8506	09/17/23
72715	Locksmith	\$ 52.2802	\$ 53.3258	09/17/23
72716	Carpenter/Locksmith	\$ 52.2802	\$ 53.3258	09/17/23
72720	Painter	\$ 51.2134	\$ 52.2377	09/17/23
72725	Building Maintenance Worker II	\$ 48.7381	\$ 49.7129	09/17/23
72730	Bldg. Equip. Maint. Wrk.	\$ 47.3328	\$ 48.2795	09/17/23
72735	Building Maintenance Laborer	\$ 36.6405	\$ 37.3733	09/17/23

APPENDIX B DOMESTIC PARTNER DEFINED

A "domestic partnership" shall exist between two (2) persons, one (1) of whom is an employee of AHS, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign and cause to be filed with AHS an "Affidavit of Domestic Partnership" attesting to the following:

1. The two (2) parties reside and share the common necessities of life;
2. The two (2) parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
3. The two (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
4. The two (2) parties agree to notify AHS if there is a change of circumstances attested to the affidavit;
5. The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

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

APPENDIX C LEAD DUTIES

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

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

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

SIDE LETTERS OF AGREEMENT

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

SIDE LETTER RE: BUILDING EQUIPMENT MAINTENANCE WORKER

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

The BEMW shall not be entitled to this differential if the BEMW is receiving pay for Temporary Assignment to a Higher Level Position, Section 14.H. or Lead Pay, Section 14.E.3.

SIDE LETTER RE: MARKET SURVEY AND PLUMBING WORK

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

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

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

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

