

# Memorandum of Understanding

between the

UAPD, Union of American Physicians and Dentists

And the

Alameda Health System covering

Units 18 and 24

Effective

July 1, 2021 through June 30, 2025

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**MEMORANDUM OF UNDERSTANDING**  
**FROM 2017 TO 2021**  
**BETWEEN**  
**ALAMEDA HEALTH SYSTEM**  
**AND THE UNION OF AMERICAN PHYSICIANS AND DENTISTS, UNIT 18, UNIT 24**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN ALAMEDA HEALTH SYSTEM**  
**AND**  
**UNION OF AMERICAN PHYSICIANS AND DENTISTS**  
**UNIT 18, UNIT 24**

This MEMORANDUM OF UNDERSTANDING is entered into by Alameda Health Services, hereinafter named as “AHS,” and the Union of American Physicians and Dentists hereinafter named as “Union,” as a recommendation to the Board of Trustees of Alameda Health System of those conditions of employment to be in effect during the period of **July 1, 2021** through **June 30<sup>th</sup>, 2025** for those employees working in the representation units referred to and further described in Section 1 of this Memorandum.

**SECTION 1. RECOGNITION**

**A.** AHS recognizes the Union as the exclusive bargaining representative for the classifications listed in Appendix A and in the following bargaining units:

1. All **full-time** employees in classifications included in Bargaining Unit XVIII, as specifically enumerated in the appendix attached hereto;
2. All **part-time** employees in classifications included in Bargaining Units XVIII, as referenced above, who are regularly scheduled to work two-fifths or more time per pay period provided that after September 16, 2001, new employees who are regularly scheduled to work less than two-fifths per pay period shall be covered by this MOU; and,
3. All **services-as-needed (SAN)** employees in classifications included in Bargaining Unit XXIV, as specifically enumerated in the appendix attached hereto, shall be covered by this MOU.

**B. EXCLUSION OF EMPLOYEES.** The recognition provisions set forth in this Section shall not apply to persons occupying positions designated as management, supervisory or confidential.

## **SECTION 2. NO DISCRIMINATION**

**A. DISCRIMINATION PROHIBITED.** No employee or applicant for employment shall be discriminated against by AHS or the Union on any basis prohibited by federal, state or local law.

**B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Consistent with the law, neither AHS nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.

**C. GRIEVABILITY.** Claims of discrimination in violation of this section shall be grievable under Section 45.

## **SECTION 3. AHS DEPARTMENT HEAD**

“Department Head,” as used herein, shall mean the Chief Executive Officer, or the designee of the Chief Executive Officer.

## **SECTION 4. UNION SECURITY**

**A. Notice.** AHS shall give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit and the fact that the Union is the exclusive bargaining representative for the employees’ unit and classification.

**B. New Employee Orientation.** The Union shall be provided with an opportunity to address its members at the conclusion of the New Employee Orientation. AHS will provide the Union with dates and times of all New Employee Orientations.

**C. Union Dues and Payroll Deductions.**

1. AHS shall deduct premiums for approved insurance programs from employees’ pay in conformity with applicable federal, state, and AHS regulations.

2. UAPD and AHS shall abide by Federal and State laws in the collection of union dues, fees, or charitable contributions.

3. UAPD shall establish and certify to AHS in writing the monthly amount it requires for union members’ dues and initiation fees. AHS agrees to deduct from the pay of represented employees the amount of dues UAPD has certified in writing.

4. Dues deduction shall be effective no later than the pay period following AHS’s receipt of legally permissible authorization.

5. AHS shall remit to UAPD, through electronic funds transfer (EFT), no later than 30 (thirty) calendar days after the deductions from the employees' earning occurs, the amount representing the dues deduction made.

6. Simultaneous with each remittance, AHS shall provide a report to AHS containing the following information: AHS unit members for whom dues deductions were made and the amounts withheld.

7. AHS shall process a legally permissible cessation of dues deductions no later than the pay period following AHS's receipt of written notice.

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

D. Indemnification. The Unions shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the dues deduction provisions herein. In no event shall AHS be required to pay from its own funds, Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

E. Employee Data. Beginning no later than February 1, 2019 and on a weekly basis thereafter, AHS shall provide UAPD with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work and Personal Email Address (to the extent known), Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

## **SECTION 5. UNION RIGHTS**

**A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Department Heads for use by employees and Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve AHS or its relations with AHS employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

**B. USE OF AHS FACILITIES.** AHS facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.

**C. JOB CONTACTS.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in AHS facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Department Head who shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact in the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.

**D. MEETINGS.** Meetings of a representative of a recognized employee organization and a group of covered employees shall not be permitted during working hours, except as provided in Section 45. hereof. The Department Head may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in AHS facilities and at convenient dates. If unable to attend group orientation sessions for new employees, the Department Manager or Designee shall permit a union representative or a steward to meet with said new employee(s) for a period not to exceed 30 minutes, at a mutually agreed time. A steward who attends an orientation session, in place of a union representative, shall be permitted release time for this purpose. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.

**E. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, Union representatives shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities. As used herein, department meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 45, Grievance Procedure.

**F. ACCESS TO EMPLOYEE PERSONNEL FILE.** An employee shall be permitted to review his/her own personnel file. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by that employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel file. AHS shall provide one copy of the record without charge. AHS may verify any written authorization. The Union's access to employee file shall be for good cause only. Third party reference material shall not be made available.

**G. DATA TO UNION.** AHS shall, pursuant to AB119, upon request, supply the Union with data processing runs of new and existing names, home and office addresses and classifications of all employees in represented units. Such service shall be supplied at no more than cost to AHS.

## **SECTION 6. SHOP STEWARDS**



**A. PURPOSE.** AHS recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

**B. ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. Just as the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, AHS or department policy or Memorandum of Understanding.

**C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Department Head shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.

**D. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

1. After obtaining supervisory permission, shop stewards will be permitted to leave their normal work area during on-duty time not to exceed four hours per week in order to assist in investigation of facts and assist in presentation of a grievance.

2. To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the nature of his/her investigation of the facts and the general nature of the grievance. The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor within five (5) days from the date the shop steward was denied permission.

**E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If management reassigns a shop steward, which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during

the grievance procedure, it may do so provided that only one steward will be allowed time off from work upon one occasion to investigate the grievance.

**F. CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

**G. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

## **SECTION 7. MANAGEMENT RIGHTS**

A. All management rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with AHS.

B. The rights of AHS shall include, but not be limited to, the right to determine the mission of its departments, commissions and boards; to set standards of service, to maintain the efficiency of AHS operations; to determine the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means and personnel by which AHS operations are to be conducted; to take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and technology of performing its work. The System has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

C. This Agreement is not intended to, nor may be construed to, contravene any federal or state law including, but not limited to, the Meyers-Milias-Brown Act.

## **SECTION 8. 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 shall not be longer than nine months, except as hereinafter provided.

**B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of AHS, except as hereinafter provided.

**C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to his/her 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 year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows: 1.

Paid military leave, which may be granted during a fiscal year, is limited to an aggregate of 30 calendar days

during ordered military leave, including weekend days and travel time.

2. During the period specified in 8.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. 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. PERSONAL DISABILITY LEAVE.** After six months from date of employment, an employee shall be entitled to

leaves of absence without pay for not more than two periods aggregating to no more than 90 calendar days within a 12-month period upon presentation of acceptable proof of his/her personal disability. Before such

leave, the employee must have used all accrued vacation, paid sick leave or compensating time off, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 27 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 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.

**F. MATERNITY LEAVE.** A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and Department Head, provided

that the employee is required to take maternity leave two weeks prior to the estimated date of delivery and continuing for two weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Department Head, for the employee to work during such period. 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 workweek 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 sick leave with pay accumulated pursuant to Section 11. B of this Memorandum of Understanding.

**G. 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 workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of sick leave during paternity/adoptive leave shall be permitted to fathers or adoptive parents provided in Section 11.

**H. LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Department Head, one 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 months in a 12-month period to work for UAPD. At the end of such leave the employee shall be returned to his/her same classification and Department.

**I. 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, to the same specialization. Questions as to whether or not AHS has used best efforts shall not be grievable.

## **J. LEAVE OF ABSENCE FOR MEDICAL REASONS**

1. SAN Employees provided sick time in accordance with California State law and applicable AHS leave policies. Under current California law, such employees are entitled to three (3) days of sick leave per year.

2. As a condition of granting a leave of absence in excess of three (3) working days, AHS may require medical evidence that the employee is unable to work.

**K. PAID FAMILY LEAVE.** Effective July 1<sup>st</sup>, 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.

## **SECTION 9. HOLIDAYS**

Subsections A-H apply only to Unit 18 employees.

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

January 1<sup>st</sup> – New Year’s Day

Third Monday in January – Dr. Martin Luther King, Jr.’s Birthday

Third Monday in February – Presidents’ Day

Last Monday in May – Memorial Day

July 4<sup>th</sup> – Independence Day

First Monday in September – Labor Day

November 11<sup>th</sup> – Veterans’ Day

Fourth Thursday in November – Thanksgiving

Fourth Friday in November – Day after Thanksgiving

December 25<sup>th</sup> – Christmas

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by a majority of the voting members of the Board of Trustees.

Two floating holidays are to be scheduled by mutual agreement of the employee and his/her Department Head and taken within the fiscal year. When a written request for a floating holiday is submitted, the Department Head shall respond in writing within 14 calendar days or shall schedule the floating holidays as requested by the employee. Employees hired on or after April 1 of any fiscal year are not eligible to receive the floating holidays in that fiscal year. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

**B. VALUE OF A HOLIDAY.** The value of a holiday which falls during a pay period is 1/10th of said scheduled pay period, excluding overtime. The maximum potential value of a holiday is 8 hours for a scheduled 80 hour pay period.

**C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subparagraph C. hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays as defined in Section 9.A. in any calendar year than employees regularly assigned to work during the normal work week, regardless of how the holiday is compensated. The intent of this section is to compensate each employee for each holiday defined in Section 9.A. above, whether compensation is in cash or time off. For holiday administration purposes only, when an assigned shift overlaps two calendar days, the day worked or scheduled to be worked shall be that calendar day upon which a majority of work, excluding overtime, was performed or scheduled.

**D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1<sup>st</sup>; July 4<sup>th</sup>; November 11<sup>th</sup>, known as “Veterans’ Day”; or December 25<sup>th</sup> shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, and approved in writing by a majority of the voting members of the Board of Trustees, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed. Notwithstanding the observance of holidays specified in **Section 9.D.** herein, and including the provisions of **9.C.** herein, when December 25<sup>th</sup> and January 1<sup>st</sup> appear in the calendar year on a Saturday or Sunday, and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25<sup>th</sup> and the New Year’s Day holiday on January 1<sup>st</sup>.

## **E. HOLIDAY COMPENSATION.**

Whenever the Board of Trustees adds an AHS holiday such holiday shall be added to Sections 9.A. and 9.I. of this MOU.

### **1. For Full-time Employees.**

a. Holidays not worked by full-time employees shall be compensated at straight time. Holidays worked by Full-Time employees shall be compensated at straight time, in accordance with Section 18.B.

### **2. For Part-time Employees.**

a. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification. Such an employee may, in writing, with a minimum of seven calendar days notice to his/her Department Head elect to use accrued vacation and/or

compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

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

**3. In-Lieu Day Off.** When a holiday as set forth in paragraph A hereof, other than days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, and approved in writing by a majority of the voting members of the Board of Trustees, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within 26 pay periods to be scheduled by mutual agreement of the employee and AHS. Should an in lieu-day off not be taken within the 26 pay periods, the Department Head may schedule the day off or authorize compensation in cash pursuant to Section 9.E.1.a., or Section 9.E.2.a. On the holiday, should an in-lieu day off not be granted, compensation shall be paid in cash pursuant to Section 9.E.1.a. or Section 9.E.2.a.

**F. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status on the employee's scheduled work day before and the employee's scheduled workday after the holiday.

**G. CONFORMITY WITH STATE HOLIDAYS.** In the event the Legislature shall amend Section 6700 of the Government Code to change the date of a holiday listed in paragraph A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This paragraph shall not be applied so as to increase or decrease the number of holidays set forth in paragraph A. hereof.

**H. EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

#### **I. HOLIDAY PAY (UNIT 24 EMPLOYEES)**

Employees in Unit 24 will be compensated at one and one-half (1-1/2) times their normal hourly rate for working the following holidays:

New Year's Day

Third Monday in January - Dr. Martin Luther King, Jr. Birthday

Third Monday in February – Presidents' Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Veterans Day

Christmas Day

In lieu of premium pay for the Memorial Day holiday, an employee in Unit 24 assigned to work in an acute care setting (Psychiatric Emergency, Medical Emergency, Acute Care Clinic) shall be entitled to premium pay for the Christmas and New Year's holidays beginning at 4:00 p.m. on December 24 (Christmas Eve) to 7:00 a.m. on December 26 and beginning at 4:00 p.m. on December 31 (New Year's Eve) to 7:00 a.m. on January 2.

#### **SECTION 10. PAID TIME OFF (UNIT 18 EMPLOYEES)**

Employees in the service of AHS shall accrue Paid Time Off (PTO) as specified below. PTO pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the PTO period. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue PTO entitlement according to the following schedules, except that the PTO accrual entitlement shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification.

**A. PTO ACCRUAL:** Each Unit 18 employee covered by this MOU and in the service of AHS shall accrue PTO according to the following schedule:

- i. From initial hire until completion of 104 (4 years) full-time pay periods— **0.962** days per pay period (**25** days per year).
- ii. From 104 (4 years) until completion of 286 (11 years) full-time pay periods—**1.154** days per pay period (**30** days per year)
- iii. From 286 pay periods (11 years) to 520 full-time pay periods (20 years)— **1.346** days per pay period (**35** days per year).
- iv. More than 520 full-time pay periods (20 years)— **1.538** days per pay period (**40** days per year).

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

**USE OF PREVIOUSLY ACCRUED PTO:** As of the pay period containing January 1<sup>st</sup> the PTO balance of any employee which exceeds the maximum allowable PTO balance will be adjusted downward to the maximum allowable PTO balance and AHS will thereafter have no obligation with respect to the PTO leave affected by the adjustment. Employees shall have the primary



responsibility to schedule and take sufficient PTO to reduce their accrued PTO leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment. Department Heads shall make a reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

**B. CASH PAYMENT IN LIEU OF PTO LEAVE:**

- i. An employee who accrues PTO leave pursuant to subsections 10.A. and who leaves AHS service for any reason shall be paid at the bi-weekly or hourly rate for each classification for unused PTO accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum PTO balance as set forth in subsections 10.C.
- ii. Employees shall have the primary responsibility to schedule and take sufficient PTO leave to reduce their accrued PTO leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Department Heads shall make reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such requests is to reduce accrued PTO leave balances to the level which can be paid for in cash upon termination.

**C. LIMITATION ON UNUSED PTO BALANCES** Maximum PTO leave balances in any pay period, shall be no more than one- and one-half times the employee's PTO accrual rate as reflected in the second column below.

PTO Accrual Level Maximum Balance in a Pay Period

25 days 38 days

30 days 45 days

35 days 53 days

40 days 60 days

**D. TRANSITION.** Effective June 24<sup>th</sup>, 2012 all vacation leave accrued by each employee will be changed to PTO subject to the caps in Section 10.C above.

**E. PTO CAP EFFECTIVE DECEMBER 29, 2008:** Effective December 29<sup>th</sup>, 2008, employees will not be permitted to accrue PTO over the cap. Thereafter, no employee will accrue PTO after reaching the cap until such time as balances drop below the cap. The Department Head or designee shall make every reasonable effort to accommodate written PTO leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to avoid reaching the PTO cap.

**F. MAXIMUM PTO LEAVE:** An employee shall be allowed to take one and one-half 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 his/her Department Head, may take PTO in excess of one and one-half times his/her annual PTO accrual during any calendar year, if he/she has accumulated sufficient unused PTO leave.

**G. EFFECT OF LEAVE WITHOUT PAY ON PTO CREDIT.** No PTO credit shall be earned during the period when an employee is absent on leave without pay.

**H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, time during which a person is laid off because his/her services are not needed, and time during which a person is temporarily not employed by AHS, if followed by re-employment within two years, shall not be considered as an interruption of continuous service for the purpose of this section. However, the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section, provided that persons who were re-employed, after one year shall, after completing ten years of uninterrupted service following such re-employment, receive credit for all prior service in determining eligibility for vacation entitlement at the rate of 1.346 working days for each bi-weekly period.

**I. 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.

1. **PTO Seniority:** An employee's seniority for PTO scheduling purposes shall be as defined in Section 40 and shall be unaffected by the employee's transfer from one scheduling unit to another.

2. **For Full-Time Employees:** Except as provided in subsection 4 hereof, PTO shall be scheduled by mutual agreement of the employee and the Department Head. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest AHS service in a classification within a PTO scheduling unit. Subsequent PTO requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of PTO schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail. When written submission of a PTO request is required pursuant to this subsection 2, the Department Manager shall respond within 30 calendar days in writing or shall schedule the PTO requested by the employee.

iii. **For Part-Time Employees:** Any employee scheduled to work less than the full-time work week and two-fifths or more time for the job classification may, at the discretion of the Department Head, be included in a PTO scheduling unit with full-time employees in the same

job classification, and in such cases both the full-time and the less than full-time employees shall have conflicting requests resolved according to the procedure indicated herein.

iv. **Alternative Scheduling Procedure:** In the event that PTO scheduling pursuant to subsection 2 or 3, hereof is impractical due to the size of the department PTO scheduling unit involved or other reasons, the following procedures shall apply:

**J.** In a month established by the Department Head, any employee may submit up to three choices of preferred PTO period for the subsequent 12 months. The Department Manager shall approve such choices on the basis of employee seniority as set forth in subsection 2. hereof. The Department Manager shall post a list of approved and scheduled PTO leaves no later than six weeks following the end of the designated month in which the PTO requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule PTO leaves by mutual agreement pursuant to subsection 2 or 3 hereof provided that such PTO scheduled by mutual agreement shall not supersede any PTO scheduled by submission. In the administration of this subsection, the Department Manager shall post seniority lists; list of the number of employees by classification allowed to be on PTO at one time or for any period; and blank calendars, or other means which shall make it possible for employees to submit their three choices and to determine which employees have applied for which vacation periods.

i. **PTO SEGMENT:** An employee shall be allowed to divide his/her PTO leave in any calendar year into two segments. With the approval of the employee's Department Manager, which shall not be unreasonably withheld, the employee may take additional segments of PTO. These segments are to be in addition to any segments of PTO leave used as personal leave as defined in Section 10.K.

**K. PERSONAL LEAVE.** Employees shall be allowed up to four (4) days in any calendar year from his/her regular PTO allowance for personal leave based on FTE status as follows; .8, .9 and full-time, four (4) days; .6 and .7, three (3) days; .5 two (2) days. A Department Head shall not deny a request for this leave. Personal Leave is limited to no more than two (2) consecutive days and additional requests for Personal Leave will not be approved for fourteen (14) calendar days. Employees shall not be required to make up clinic time for taking personal leave days.

**L. RATE OF PTO PAY.** Compensation during vacation 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.

**M. CONTINUATION OF SECTION.** This Section 10. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on June 30, 2017, as provided in Section 52, and unless otherwise agreed to by AHS, shall be incorporated into the successor Memorandum of Understanding.

## **SECTION 11. EMERGENCY PAID TIME OFF**

Except to the extent indicated herein, this Section 11 shall apply only to Unit 18 Employees.

**A. EMERGENCY PTO LEAVE DEFINED.** As used in this section, “Emergency Paid Time Off” means non-preapproved leave of absence of an employee because of any of the following: (i) an emergency illness or injury which renders him/her incapable of performing his/her work or duties for AHS; (ii) an unexpected emergency situation that requires an absence from work; and (iii), as defined in Section 11.I.1. below, an emergency leave to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments. Generally, Emergency Paid Time Off is that time called out the same scheduled day of work in conformance with the Human Resources Policy and Procedure.

**1. EMPLOYEE DEFINED.** As used in this section, “Employee” means any person holding a regular, provisional, or temporary appointment in AHS service, and otherwise subject to the provisions of this Memorandum of Understanding.

## **B. CUMULATIVE EXTENDED SICK LEAVE PLAN**

### Accumulation of Sick Leave

**1. For full-time employees – 80-hour bi-weekly pay period.** Each employee shall accumulate sick leave with pay entitlement at the rate of **0.1154** workdays for each full bi-weekly pay period on paid status up to a maximum accumulation of **135** days of unused sick leave with pay entitlement.

**2. For part-time employees – 80 hour bi-weekly pay period.** Each employee who is regularly scheduled to work less than the full-time 80 hour bi-weekly pay period shall accrue sick leave pursuant to Section 11.B.1 above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 80-hour bi-weekly pay period

I. Extended sick leave may be used only after the employee has reached his/her core FTE equivalent for the first week starting with the first day the employee is out sick. If the employee is admitted to the hospital for one day or more during that first week, that employee may use ESL from the first day the employee is out.

II. Transition. Effective the signing of this agreement, all sick leave on the books will be credited day for day as Extended Sick Leave. If the Extended Sick Leave at that point equals more than 135 days accrued, employees may opt to convert the excess over 135 days to PTO at the rate of 5 sick days for one PTO day. This election by the employee must be made within 30 days after notice from the employer.

**C. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within two years of the date of layoff, returned to AHS service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 11.B. (cumulative sick leave subsection), restored to him/her for use as provided in this Section.

**D. CONVERSION OF SICK LEAVE TO PTO:** When an employee's sick leave balance accrued pursuant to subsection 11.B. (Cumulative Sick Leave) hereof reaches **135** days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of PTO, subject to the PTO accrual limitations set forth in Section 10.C. PTO. Said PTO shall be added to PTO balances accumulated pursuant to Section 10. PTO, and shall thereafter be subject to the provision of Section 10. PTO.

**E. SICK LEAVE CREDIT AT RETIREMENT.** AHS employees who are members of the ACERA Retirement System and who retire shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.

**F. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.**

**1. Limits On Duration Of Major Medical Supplemental Paid Sick Leave.**

a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:

1. 22 days for those employed on a full-time basis as of 6/25/79.

2. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full-time basis.

b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:

1. 44 days for those employed on a full-time basis as of 6/25/79.

2. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.

**2. Criteria Which Must Be Met Before Granting Major Medical Supplemental Paid Sick Leave. A Department Head in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:**

a. the employee was eligible for the sick leave bonus in subsection F.1.a. or b. hereof,

b. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.C. hereof, including the sick leave bonus in subsection F.1.a. or b.,

c. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,

d. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,

e. the injury or illness was not incurred in the course of employment, and

f. the employee has not incurred a break in service subsequent to June 24, 1979.

3. The Department Head's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

**G. MEDICAL REPORT.** The Department Head, as a condition of granting Emergency PTO for medical reasons or extended sick leave with pay, may require medical evidence of sickness or injury acceptable to the department.

## **H. FAMILY SICK LEAVE.**

**1. Emergency PTO Leave – Sickness in the Immediate Family.** Leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Department Head for up to 5 days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments but not to exceed the amount of time which the person would be authorized for PTO leave in Section 10. Time taken for leave of absence under the provisions of this Subsection shall be deducted from the PTO leave allowable for such person. For the purpose of this Subsection, "immediate family" means, mother, step-mother, father, step-father, husband, wife, son, step-son, daughter, stepdaughter, foster parent, foster child, mother-in-law, father-in-law, and grandparents or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and includes a domestic partner, when the employee has filed an affidavit in compliance with Appendix B.

**2. Routine Medical Care for Dependent Children/Dependent Adult:** An employee shall be entitled to paid sick leave accrued pursuant to Subsection B. hereof in order to accompany the employee's dependent children living in the household of the employee and a dependent adult during routine medical or dental appointments, but not to exceed an aggregate of 24 hours within any calendar year. For the purpose of this Subsection, a dependent adult is defined as any individual who meets the definition of "immediate family" as set forth in Subsection 1, above. The determination of a Department Head that a medical or dental appointment was routine rather than emergency shall not be grievable.

**I. INDUSTRIAL SICK LEAVE SUPPLEMENT:** If an employee is incapacitated by sickness or injury received in the course of his/her employment by AHS, such employee shall be entitled to Industrial Supplemental pay as provided herein.

1. Amount and Duration of Payment:

a. **Full-time employees:** Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 70% of his/her normal salary and the amount of any Workers Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the incapacity. Following the one hundred eight (180) calendar days, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 70% of salary (the amount of sick leave necessary for this purpose is computed in each case by the Payroll Department). When cumulative sick leave has been exhausted, an employee may request in writing that other paid leave, (PTO leave, compensatory time and floating holidays), be used to supplement temporary disability payments.

b. In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted industrial supplemental leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative PTO leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 11.B. hereof, for the first three work days of such incapacity.

c. **Part-time employees:** Part-time employees will receive the Industrial Sick Leave Supplement as provided in subsection 11.I.1.a. hereof, but shall be on a prorated basis.

d. **Services as Needed employees:** SAN (Unit 24) employees will receive the Industrial Sick Leave Supplement as provided in subsection 11.I.1.a. hereof, on a prorated basis, based on the average number of hours worked by the employee in the six (6) calendar months preceding the leave, provided that the supplement shall be equal to the difference between 70% of his/her compensation, based on this average, and the amount of Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity.

**2. When Payments Shall be Denied.** Payments shall not be made pursuant to Section 10 to an employee:

a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,

b. Whose injury or illness has become permanent, and stationary,

c. Whose injury or illness, although continuing to show improvement is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation.

d. Who is retired on permanent disability and/or disability retirement pension.

e. Who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled,

f. Whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense,

g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and

h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.

**3. Fringe Benefit Entitlement during Industrial Injury Leave:** Unit 18 employees receiving industrial supplemental pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled bi-weekly hours immediately preceding an industrial illness or injury. Unit 24 employees receiving industrial supplemental pay who were receiving Health and Dental Benefits at the time they left on an industrial leave shall continue to receive such benefits on a prorated basis, based on the average number of hours worked by the employee in the six (6) calendar months preceding the leave.

**4. Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive industrial leave with pay under the following conditions:

a. Treatments are being paid under Workers' Compensation;

b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours; The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to six (6) months following date of injury or original return to work date, whichever is later, but shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

**J. Modified Duty Program.** AHS will exercise its best efforts to provide an assignment to workers with temporary injuries who are capable of performing modified duties for a period of up to ninety (90) days. If the employee's condition is improving per the employee's workers compensation doctor and is able to demonstrate that improvement relative to the expectations of the usual job duties, the modified duty shall be extended up to an additional ninety (90) days.

**K. Modification to Workers Compensation System:** AHS agrees to meet with the Union to investigate and evaluate the following:

1. Establishment of a Worker's Compensation Carve Out plan pursuant to SB899;



2. Establishment of an Alternate Dispute Resolution process;
3. Establishment of a comprehensive Return to Work Policy;
4. Establishment of Joint Safety Committees at all facilities; and
5. Joint development of a Safety Plan for all facilities.

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

**L. Battery Leaves.** An employee who has been medically determined to be disabled and unable to work as a result of a battery committed by a patient at AHS shall be entitled to paid leave for up to the first three scheduled work days following such battery, provided the employee immediately completes the appropriate written report for Workers Compensation purposes. The paid leave contained herein shall cease upon the employee's entitlement to Workers Compensation temporary disability payments. This provision shall apply to Unit 18 and Unit 24 employees.

## **SECTION 12. CATASTROPHIC SICK LEAVE PROGRAM**

This section applies only to Unit 18 employees.

**A.** An employee may be eligible to receive donations of paid leave to be included in the employee's extended 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 condition considered terminal, or a long-term major physical impairment or disability. Eligibility:

1. The recipient employee, the family of 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 he/she has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. Medical verification, which includes diagnosis and prognosis, must be provided by recipient employee.
4. A recipient employee is eligible to receive up to 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.

6. The donor employee may donate PTO, compensatory time or in lieu holiday time which shall be converted to recipient employee's extended sick leave balance and all 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 extended 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 extended 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 13. 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.

### **SECTION 14. PAID TIME OFF FOR EDUCATIONAL PURPOSES**

**A. UNIT 18 EMPLOYEES.** Employees in Unit 18, will be granted paid leave for up to sixty-four hours per fiscal year for Category One State-mandated training required to maintain their licenses, provided that AHS may substitute on an hour-for-hour basis, accredited mandated training offered by AHS on an in-service basis. Paid leave for any employee hired to work less than the full-time 80-hour biweekly pay period be based upon the hours which would have been worked during that pay period but for the leave. (Example: An employee hired to work 4/5 would be entitled to 4/5 of the 64 hours granted.)

**B. UNIT 24 EMPLOYEES.** Employees in Unit 24 who have four or more years of paid AHS service and who have worked 50% or more each pay period in the preceding six (6) months, will be granted paid leave up to sixtyfour hours per fiscal year for Category One State-mandated training required to maintain their licenses, provided that AHS may substitute on an hour-for-hour basis accredited, mandated training offered by AHS on an in-service basis. Paid leave for any employee regularly scheduled to work less than the full-time 80- hour biweekly pay period shall be based upon the hours which have been worked during that pay period but for the leave based on their actual work history for the prior 26 pay periods. (effective 6/28/2015)

## **SECTION 15. PTO SELLBACK**

This Section shall apply only to Unit 18 employees.

Full-time and part-time employees represented by UAPD may sell back up to **twenty (20) days** annually (prorated for part-time employees).

## **SECTION 16. 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 for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the regular full-time pay period for the job classification.

### **B. AFTERNOON/EVENING, SATURDAY/SUNDAY SCHEDULES**

1. Any employee assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court. 2. Any employee who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular work day as vacation or compensatory time.

**C. TRAVEL TIME.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court, while serving on jury duty or in answer to a subpoena as a witness.

**D. 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 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, unless AHS can 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 17. BEREAVEMENT LEAVE**

Leave of absence with pay because of death in the immediate family of a regularly scheduled AHS employee may be granted by the Department Head for a period of up to 5 days. For purposes of this section, “immediate family” means mother, stepmother, father, stepfather, husband, wife, domestic partner, (upon submission of an affidavit as defined in Appendix B), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law. Entitlement to leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. Leaves are available to staff in ten (10) or twelve (12) hour shift positions on the same basis as regular eight (8) hour staff. Participating staff will be entitled to three (3) twelve hour shifts or four (4) ten hour shifts for bereavement leave as substitution for the five (5) days allowable in the current MOU.

## **SECTION 18. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS**

Except to the extent indicated this provision shall apply to Unit 18 employees.

**A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Department Head shall prepare a schedule showing the hours each employee of AHS in his/her department is to work. Except in cases of emergency, covered employees shall be given ten (10) calendar days’ notice of any change in shift schedule.

**B. WORK DAY AND WORK WEEK.** The following shall apply:

1. All Full and Part-Time Unit 18 Physicians, Dentists, and Psychiatrists shall be considered EXEMPT Employees under the Fair Labor Standards Act, and will therefore not be subject to daily, weekly, or per-pay-period overtime compensation under the MOU.
2. For each part-time employee, the workday and/or work week will be determined by the Department Head.
3. Notwithstanding any other language in this contract, full time employment for purposes of determining holiday compensation, PTO accrual, extended sick leave accrual, paid time off for educational purposes, and AHS health and dental contributions, shall mean 80 hours worked in a bi-weekly pay period.

The following provision shall apply to Unit 24 employees:

4. Services-As-Needed employees shall be paid for all hours worked on a straight-time, per-hour basis, except as provided for in Section 9.I HOLIDAY PAY (UNIT 24 EMPLOYEES).

**C. AMBULATORY WEEKEND/EVENING ROTATION.** AHS management will implement a two-step system for assigning ambulatory doctors to work evening and weekend shifts:

1. Step 1: AHS management will request that doctors volunteer to fill open evening and weekend shifts.

2. Step 2: Once AHS management has exhausted efforts to fill evening and weekend shifts on a volunteer basis, doctors will be assigned to fill open evening and weekend shifts through a Mandatory Rotation Schedule. The Mandatory Rotation will be based on inverse seniority.

3. Exceptions: employees who are already working weekends/evenings will be exempt from compulsory, additional weekend/evening assignments, respectively.

4. Meet and Confer. Currently, AHS has no immediate plans to implement additional weekend or evening clinics across the system. AHS commits to meet and confer with UAPD prior to any implementation of mandatory expanded evening or additional weekend clinics.

**D. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, 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 right 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.

**E.** Providers who have concerns as to their current workload and the corresponding impact said workload has upon their weekly schedule or hours of work may request a meeting with their respective on-site Supervisor or Medical Director. Upon receiving such a request, the Supervisor/Director will meet with the Provider within twenty-one (21) calendar days of the date of the Provider's request. Should the parties fail to resolve the Issues addressed, the Provider may elevate the concern to the Chair of Ambulatory Care or the Hospital Administrator for John George Psychiatric Pavilion (whichever is applicable) who will, upon request to meet, meet with the Provider and Supervisor/Medical Director within twenty-one (21) calendar days of the Provider's written request to do so. The parties will endeavor to resolve the primary and secondary issues giving rise to the meeting, but it is mutually understood that neither their failure to do so, nor the hours of work or scheduling concern prompting the discussion, shall be subject to the grievance or arbitration procedure of the MOU.

**F.** Full and Part-Time Providers who work extra Clinics or extra shifts shall be paid on an hour-for-hour basis for each full extra clinic or shift worked. Providers who work consecutive and complete morning and afternoon clinics on any given day shall be paid eight (8) hours for such work.

## **G. UNIT CONVERSION**

A Unit 24 SAN employee scheduled, and working, a repeating schedule of more than 20 hours per week for eight (8) consecutive pay periods may apply to convert to regular status provided there is a budgeted and posted position available.

This section does not apply to Unit 24 SAN employees with regular schedules of .5 FTE or greater which result from coverage of another employee's vacation, leave of absence, or extended leave or those SAN employees covering for various shifts due to intermittent absences. In the event the absent employee fails to return to work, the Unit 24 SAN employees providing coverage shall be given the immediate option to convert to a Unit 18 .5 FTE position prospectively upon the effective date of the absent employee's date of separation of employment from AHS.

## **SECTION 19. PATIENT CARE ADMINISTRATION AND QUALITY IMPROVEMENT-AMBULATORY CARE**

All full-time ambulatory employees shall have 4 hours per week of non "face-to-face" patient care time. This administratively protected time is necessary to manage all aspects of patient care needs that must be completed daily (i.e. completion of forms; medication calls; patient calls; consultation calls; etc). This administrative time shall be prorated for employees working less than full-time. At the physician's choice, this time may also be used for:

- Committee Participation
- Process and Quality Improvement Work
- Developing and/or supporting new and existing clinical programs or educational opportunities

## **SECTION 20. WAGES**

The following general wage increases are applicable to all providers throughout the four-year term of the MOU.

July 11, 2021 3%. To qualify for the retro payment an employee must be employed in the bargaining unit on the date the payment is made. Payment to be made within 60 days of ratification.

Beginning of First Pay Period Following June 30, 2022: 3%

Beginning of First Pay Period Following June 30, 2023: 3%

Beginning of First Pay Period Following June 30, 2024: 3%

### **A. WAGES - Physicians**

1. Wages for Physicians assigned to Ambulatory Care will be increased as follows:

a. Non-board-certified physicians receiving board certification pay under Section 18, will be classified as Board Certified Physicians and paid at the appropriate scale for a Board- Certified

Physician. However, proof of continued certification will be required for those receiving certification pay under former Section 18.C.2 and C.3. (Unit 18 Physicians employed after November 1, 1986 and Unit 24 physicians employed after May 1, 1988)

b. Board Certification pay will be rolled into the base prior to the wage adjustments being implemented.

c. Effective June 30<sup>th</sup> 2017 the hourly rates listed in Appendix A are the hiring rates for the corresponding classifications

## **B. WAGES- Psychiatrists**

### **1. Part Time/Full Time Psychiatrists**

a. Psychiatrist II: Annual Base Pay \$353,016.10; Hourly Rate: \$169.7193 (includes both market adjustment and COLA for the first year)

b. Psychiatrist III (PES Lead and Consult Liaison Services): 10% Pay Differential from Psychiatrist II

c. Day shift: 7am – 4pm

d. Evening pay differential (4pm – Midnight): 15% increase to hourly rate for hours worked during this period.

e. Night pay differential (Midnight – 7am): 25% increase to hourly rate for hours worked during this period.

f. Part Time/Full Time psychiatrists working the 11 PM through 7 AM overnight shift in psychiatric emergency services (PES) shall be paid a flat rate of \$260.00/hour beginning on July 11, 2021. The Psychiatrist III rate will be paid at a 10% differential. This provision supersedes Section 20.B.1.e for this specific shift only. Psychiatrists working any hours of this shift on an emergency basis shall be paid this rate. The July 11, 2021 3% cost of living adjustment (COLA) shall not apply to this rate, however, all future COLA's shall apply to this rate and the weekend and holiday differentials shall apply to this rate.

### **2. SAN Psychiatrists**

a. Hourly rate: \$203.5033 (includes both market adjustment and COLA for the first year)

b. Day shift: 7am – 4pm

c. Evening pay differential (4pm – Midnight): 15% increase to hourly rate for hours worked during this period.

d. Night pay differential (Midnight – 7am): 25% increase to hourly rate for hours worked during this period.

e. SAN psychiatrists working the 11 PM through 7 AM overnight shift in psychiatric emergency services (PES) shall be paid a flat rate of \$300.00/hour beginning on July 11, 2021. This provision supersedes Section 20.B.2.d for this specific shift only. Psychiatrists working any hours of this shift on an emergency basis shall be paid this rate. The July 11, 2021 3% General Wage Increase (GWI) shall not apply to this rate but all future GWIs shall apply to this rate and the weekend and holiday differentials shall apply to this rate.

### *3. Effective Date*

a. The effective date for psychiatrist wages in this section is July 11, 2021.

b. The effective date for Psychiatrist pay differentials, as specified in Section 20 (B), 1 and 2, is July 11, 2021.

4. *Application*: The intent is to apply the psychiatrist wages to all benefited (full-time and part-time) and SAN psychiatrists who are employed by AHS at the time the MOU is ratified.

### **C. STAFF DENTISTS**

Effective July 11, 2021, the Staff Dentist classification shall receive a salary re-alignment of ten percent (10%) to the base salary.

### **D. PHYSICIANS (Units 18 & 24)**

Physician I & II (Ambulatory and Non-ambulatory): Effective July 11, 2021, base salaries in these classifications shall be re-aligned by ten percent (10%).

### **E. LONGEVITY**

1. Definition: Longevity increases are intended to reward employees' years of service to AHS. Accordingly, Longevity increases will only apply after an employee satisfies the years of service requirement defined below.

2. Application: Effective June 30, 2017, employees with a minimum of 5 years of work/paid leave time

in a full or part time physician, psychiatrist, or dentist position will receive a 2.5% Longevity increase. Effective June 30, 2017, employees with a minimum of 10 years of work/paid leave time in a full or part time physician, psychiatrist, or dentist position will receive a 2.5% Longevity increase. An employee's eligibility for the Longevity increase is calculated at a maximum of 2080 worked/paid leave hours per year.

3. Time spent as a Services as Needed physician, psychiatrist, or dentist will be included in the calculation of hours worked upon conversion to a part-time or full-time position.



## **F. WEEKEND SHIFT**

Employees assigned to work during the 48 hours from Midnight Friday to Midnight Sunday will be compensated an additional 5%.

**G. PES PHYSICIANS HELD OVER:** Unit 24 physicians assigned to a shift in Psychiatric Emergency Services (PES) at John George Psychiatric Pavilion, who are held over for at least one-half of a second complete consecutive shift consisting of the same or greater number of hours as the first shift, because the scheduled physician did not show or called in too late to be replaced, shall be compensated straight time for all hours worked on the second shift.

**H. INCREASE IN RATES:** AHS has the right at its discretion to increase the wage rates contained in Appendix A based on recruitment and retention operational needs.

## **I. AMBULATORY INCENTIVE PAY**

### **1. Eligibility**

Only full-time and part-time physicians providing ambulatory care are eligible for the Ambulatory Provider Incentive Bonus.

#### **a. Newly Hired Physicians**

Newly Hired Physicians are eligible to participate in the Provider Incentive Bonus Payment after successfully completing the 6-month probationary period. The probationary period is defined in Section 39(E) of this agreement.

#### **b. Existing Physicians**

Physicians who are employed as of the date of ratification of this agreement shall be deemed “Existing Physicians” under this Incentive Bonus plan. Existing Physicians who meet the eligibility requirements of this plan are eligible to participate in the Incentive Bonus plan in the Measurement Period immediately following the ratification of the MOU.

### **2. Measurement Periods and Timing of Bonus Payment**

The Measurement Period for bonus payments will be a full fiscal year. Bonus payments will be made in the first pay period on or after July 1 each year. Physicians who work at least two (2) months during the measurement period are eligible for bonus payments on a pro-rated basis.

The Productivity Benchmark for this Measurement Period is \$50 per visit over 3,089 encounters.

### **3. Recording Patient Visits**

All Physicians understand that they are responsible for accurately and timely recording patient visits in Epic. Patient visit numbers will be reconciled every Measurement Period in order to determine bonus eligibility and payment levels. At the end of each Measurement Period,

management will run reports to determine the number of patient encounters documented and billed under each provider's name. Each provider is responsible for ensuring that their encounters are recorded with an appropriate CPT code in Epic. Any encounters that are unbilled or completed after the Measurement Period will not be applied retrospectively to the Productivity Base metric in the prior Measurement Period.

#### **4. Productivity Base**

The Productivity Base is set in accordance with the median number of physician visits (per physician FTE), as reported for California FQHCs. As of the date of ratification of this agreement, the median number of physician visits is 3,089 visits for each 1.0 FTE.

In accord, the Productivity Base shall be 3,089 patient visits per year for each 1.0 FTE. The Productivity Base is prorated based on each provider's FTE level. For example, a 0.5 FTE provider must meet a Productivity Base of 1,545 patient visits per year.

### **J. SAN AVAILABILITY REQUIREMENTS**

#### **1. Psychiatrists**

- A. SAN Psychiatrists shall be available for four (4) eight (8) hour (or longer) shifts per month.

In the following situation the requirement for doing 4 shifts per month will be waived:

The SAN psychiatrist does a total of 2 shifts, if each shift is either a weekend, AHS holiday or night shift.

- B. Mandatory shifts are waived each month when volunteers have taken all available shifts.
- C. Unfilled shifts shall be filled by the least senior SAN on a rotating basis utilizing inverse seniority. No SAN psychiatrist will be required to do more shifts than as outlined above in section/paragraph A.
- D. SAN employees may request inactive/unavailable status subject to a sixty (60) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit.
- E. AHS shall actively recruit SAN Psychiatrists, and will include all relevant information, including salaries.

Advertising information shall be shared with UAPD on a quarterly basis and, if requested, AHS shall meet with the Union six (6) months after ratification of the MOU for the purpose of discussion and assessment of the effectiveness of the measures taken to fill the PES night shift.

- F. This section shall not waive any rights under SECTION 8, LEAVES OF ABSENCE.

#### **2. Ambulatory Care**

SAN Physicians shall be available for four (4) eight (8) hour shifts per month.

SAN employees may request inactive/unavailable status subject to a sixty (60) day advance notice, except in emergency situations. Such leave is subject to a thirty (30) day per year limit.

Unfilled vacant shifts shall be filled by the least senior SAN on a rotating basis utilizing inverse seniority.

SAN Physicians may fulfill two (2) of their four (4) monthly shift requirements by substituting one (1) week of call for one (1) SAN shift. On-call weeks may include AHS recognized holidays.

AHS shall actively recruit SAN Physicians, and will include all relevant information, including salaries.

Advertising information shall be shared with UAPD on a quarterly basis and, if requested, AHS shall meet with the Union six (6) months after ratification of the MOU for the purpose of discussion and assessment of the effectiveness of the measures taken to recruit SAN Physicians.

This section shall not waive any rights under SECTION 8, LEAVES OF ABSENCE.

## **SECTION 21. WAGE SCALE PROGRESSION**

**A. STEP PLACEMENT AND INCREASES.** Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation shall be at the rate designated under the first step. After an employee completes the equivalent of thirteen (13) biweekly payroll periods of continuous full-time service in the same classification at the first or second step, he/she shall advance to the next step. After he/she has completed the equivalent of twenty-six (26) biweekly payroll periods of continuous service in the same classification at the third or fourth step, he/she shall advance to the next step. Progression from 5 to 6 and 6 to 7.

**B. DATE OF STEP INCREASES.** The effective date of a step increase shall always be the first day of a biweekly pay period. If the employee completes the hours stated in Subsection A during the first 5 calendar days of a pay period, excluding holidays, the advancement shall be effective on the first day of that pay period; otherwise, the anniversary date shall be the first day of the succeeding biweekly pay period.

**C. APPOINTMENT ABOVE THE FIRST STEP.** Where a classification step schedule begins at step 2, 3, or 4, a newly hired employee shall be placed at the lowest step of that schedule after which further increments shall occur as set forth in Subsection A. An initial placement on the wage scale for a professional, technical or administrative classification may be made at any step, provided the request has been authorized by the AHS Human Resources Director.

**D. NO REDUCTION IN PAY.** Except as specifically provided for, there shall be no reduction in pay as a result of this MOU.

**E. TRANSFERS/PROMOTIONS.** 1. An employee who transfers to a classification with the same compensation rate shall be placed in a step rate that will not result in reduction of pay, and thereafter shall advance in the schedule in accordance with Subsection A.

2. An employee who transfers to a classification with a lower compensation rate shall be credited with his/her service in the previous position compensation rate and thereafter shall advance in the schedule in accordance with Subsection A.

3. An employee who is promoted to a classification with a higher compensation rate shall be placed at the step which is at least 3% above the rate he/she was receiving in the lower level classification; provided, however, that if the resultant increase in compensation is less than 5 percent, the length of time required to be served in the new salary step as provided in Subsection 1 shall be reduced by one-half. Thereafter, the employee shall advance in the schedule in accordance with Subsection A.

**F. EFFECT OF ABSENCES ON WAGE INCREMENTS.** For the purposes of advancing in the step schedule the following shall not be considered absences and the employee shall be credited with the periods of time based on his/her regular schedule:

1. Absence on authorized leave with pay and absence on military leave

2. Any absence within the first two biweekly pay periods of service which would have been compensated for had it not fallen within such period.

## **SECTION 22. PREMIUM CONDITIONS**

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

**B. BILINGUAL PAY.** Upon the recommendation of the Department Head and the approval of the Director of Human Resources, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30 per pay period compensation.

**C. PM AND NIGHT SHIFT.** Physician classifications who are required to begin work at 4:00pm or later and work until 12:00 midnight will be compensated at a rate that is 15% above the base rate. Employees who are required to work from 12:00 midnight to 8:00am will be compensated at a rate that is 30% above base rate.

## **SECTION 23. SPECIAL PERFORMANCE PAY**

**A. FOR STANDBY DUTY.** Employees who are required to perform standby duty, or who are placed on-call, shall be compensated at the rate of one-eighth pay for such duty. All on-call hours worked shall also include Premium Condition Pay pursuant to Section 22.C.

**B. FOR CALL-BACK.** An employee called back to work for any reason shall be compensated at the premium rate of one- and one-half times the regular rate for such work. All call-back hours worked shall also include Premium Condition pay pursuant to Section 22.C.

**C. FOR TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION.** An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

1. The full range of duties of the higher-level position has been specifically assigned in writing by the Department Head.

2. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the “full shift” criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position. Compensation for temporary assignment to a higher-level position shall be as follows:

a. The service in such position exceeds 10 days in any 12-month period, and payment shall be retroactive to the first day of such services in a 12-month period.

b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than an appointment to the position, the employee is not eligible for step increases which apply to the higher-level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.

c. A Unit 18 employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:

i. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.

ii. Paid leave shall be granted at the higher level during an employee’s assignment in the higher level, provided, however, when an absence exceeds five consecutive work days, the employee shall be paid for such absence in excess of five work days at the employee’s regular non-out-of-class rate. Time worked in a higher-level assignment in excess of the work week affixed to the employee’s appointed position shall be compensated pursuant to the provisions of Section 20 hereof.

**D. REPORTING PAY.** In the event that an employee is scheduled or directed to report for work and so reports and is told by the Department Head 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 of four hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.

## **SECTION 24. HEALTH AND DENTAL PLANS**

### **A. HEALTH PLAN COVERAGE.**

#### **1. Health Plan Coverage for Full-Time Employees.**

a. 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 current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to UAPD employees during open enrollment.

b. At such time that an agreement is reached affecting 50% or more of AHS employees, to increase the co-pays for office visits or prescriptions, the co-pays referenced in this section for this bargaining unit shall likewise be increased in the same amount and at the same time.

c. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.

d. AHS's contribution toward the provider's charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS's contribution shall be as specified in 25.A.4.

#### **2. Health Plan Coverage for Employees Regularly Scheduled to Work Less than the Regular Work Week.**

Any employee who is regularly scheduled to work less than the regular work week for the job classification shall be entitled to elect coverage as provided full time employees; provided, however, that the employee is on paid status at least 50% of the regular full-time work week for the job classification. Notwithstanding the foregoing, however, such employees who normally work at least 50% of the regular full-time biweekly schedule for the job classification, who were on the Alameda County payroll for the pay period beginning April 1, 1979, and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part time service, (2) a break in health plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed AHS's contribution for coverage of fulltime employees in comparable classes.

3. Health Plan Coverage for SAN employees who work more than 30 hours per week in the look back period. The coverage begins on January 1<sup>st</sup>, 2015 for the look back period of September 1<sup>st</sup> – August 31<sup>st</sup> of the previous year. The coverage will be provided for employee only under the AHS Independence Plan or the AHS Freedom of Choice Plan.

4. Employee Contribution:

Kaiser Plan 10%

Freedom of Choice 10%\*

Kaiser 5%

Kaiser Low Option Plan No Contribution AHS Independence Plan 5%\*

All payroll deductions will pre-tax. \* denotes no employee contribution during 2015.

5. 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 twelve months prior to open enrollment (September 1<sup>st</sup> through August 31<sup>st</sup>). The following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:

FTE Employee Contribution- High Option Plans

Employee Contribution-

Medium Option Plans

0.0 up to .50 Not Eligible for Plan Not Eligible for Plan

.50 20% 10%

.60 18% 9%

.70 16% 8%

.80 14% 7%

.90 12% 6%

1.00 10% 5%

**6. Duplicative Coverage.** This Section applies to married AHS employees or employees with domestic partners, as defined in Appendix B, when both are employed by AHS. The intent of this Section limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees or employees with a domestic partner, (as defined in Appendix B) both employed by AHS, shall be entitled to one

choice from the plan offerings through Alameda County. Starting January 1, 2012, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS are not be eligible for either share the savings or double health and/or dental coverage.

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

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

**9.** The Union will participate in a joint labor management committee with the purpose of exploring ways of enhancing, reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee will meet monthly. Other bargaining units will be invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

## **B. DENTAL PLANS.**

**1. Dental Plan Coverage for Full-Time Employees.** AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including a domestic partner (as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the regular full time pay period for the job classification. Eligible full-time employees may elect from any of the dental plan options provided through AHS.

**2. Dental Plan Coverage for Less than Full Time Employees.** The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in Paragraph 1 above. To participate, an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.

**3. Effect of Authorized Leave Without Pay.** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work shall retain dental plan eligibility as further provided:



**a. Full-time and Part Time employees regularly scheduled to work 50% time or more per pay period** who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten (10) pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more. Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be reenrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums, and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more. Note: Coverage begins at the 10<sup>th</sup> pay period, given the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

**4. Open Enrollment.** Eligible employees may choose from among the options available during the annual Open Enrollment.

## **SECTION 25. VISION REIMBURSEMENT PLAN**

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 each twentyfour (24) month period beginning on September 1 of odd numbered years. Reimbursement will be made subject to applicable Finance Office procedures and requirements.

## **SECTION 26. DISABILITY INSURANCE BENEFITS**

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

### **B. DISABILITY INSURANCE BENEFITS.**

a. SDI premiums shall be shared equally by the Unit 18 employee and AHS and Unit 24 employees will be responsible for the full cost.

b. The Medical Center will discontinue any contribution toward the cost of State Disability Insurance when such modification is made for 50% of the Medical Center's workforce.

1. Employee Options. There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits as follows:

a. Option 1. Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensating time off, and/or floating holiday pay or b. Option 2. Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such

accrued paid leaves shall include sick leave, vacation leave, compensatory time off, and/or floating holiday pay, unless the employee provides written notice to the Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or AHS.

**2. Amount of Supplement.** The amount of the supplement provided in Subsection 27.B.2 hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including bilingual pay specified in Section 22 or any other provision of this Memorandum of Understanding, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

**3. How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

**4. Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid. The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 20 herein.

**5. Holidays in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, the holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

## **SECTION 27. LONG TERM DISABILITY INSURANCE POLICY**

A basic long-term disability insurance policy is provided by AHS at the employer's expense for benefit eligible employees only. Additional coverage may be purchased through payroll deduction. Copies of the policy are available in the Human Resources Department.

## **SECTION 28. LIFE INSURANCE**

This Section shall apply only to Unit 18 employees.

Except for an employee who is regularly scheduled to work less than half the normal workweek for the job classification, basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. Effective January 1, 2008, the amount will increase to \$25,000. AHS shall continue to pay necessary premiums for two 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 29. MALPRACTICE INSURANCE**

AHS will provide professional liability coverage for employees acting within the course and scope of employment with AHS, in accordance with California Government Code Sections 825, 995 and related sections.

## **SECTION 30. DEFERRED COMPENSATION**

Alameda Health System (AHS) offers two voluntary deferred compensation plans, the AHS 403(b) Plan and the AHS 457(b) Plan (the “Plans”). The Plans provide for voluntary tax deferred employee contributions to a retirement savings account, through payroll deductions. Participants may contribute up to 100% of their eligible annual pay before taxes, up to the annual IRS limits. Participants may participate in one or both plans, based on eligibility. Unit 18 employees are eligible to participate in the AHS 457(b) and/or the AHS 403(b) plans. Unit 24 employees are eligible to participate in the AHS 403(b) Plan.

## **SECTION 31. SECTION 125 PLAN**

Subject to applicable provisions of the Internal Revenue Code employees may participate to the full limit of the law in the medical flexible spending account, dependent care, AHS, and the transit program. Unit 24 employees are limited to participate in the AHS and dependent care programs.

## **SECTION 32. DEPENDENT CARE SALARY CONTRIBUTION**

Subject to the applicable provisions of the Internal Revenue Code (the “Code”), employees (units 18 and 24) may contribute up to the maximum amount allowable for dependent care under the Code each calendar year from their salaries for approved dependent care. In compliance with the Code, contributions may only be deducted from employees’ salaries. AHS does not make contributions for Dependent Care. Reimbursements are made on a monthly basis subject to submissions of itemized statements, proof of payment, adequate accumulation of the salary contributions and all applicable AHS administrative procedures.

### **SECTION 33. EFFECT OF MANDATED FRINGE BENEFITS**

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

### **SECTION 34. ALLOWANCE FOR USE OF PRIVATE VEHICLES**

**A. MILEAGE RATES PAYABLE.** Subject to the provisions of this Section 34, 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 required by his/her Department Head to use his/her private automobile at least eight 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 required by his/her Department Head to use his/her private automobile at least 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 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, required or 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 costs 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. The term “worksite,” as used in this Section, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one worksite during a workweek, a specific worksite shall be designated by the Department Head as the assigned worksite for each workday.

b. “Commute mileage,” as used in this Section, is the amount of one-way mileage between the employee’s home and the employee’s assigned worksite.

2. “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.

3. 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.

4. “Last point of contact,” as used in this Section means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact, which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of this distance is less than the commute mileage, then no mileage may be claimed.

5. An employee’s home may not be designated as a “first point of contact” or “last point of contact,” or assigned worksite.

## **SECTION 35. REIMBURSEMENT FOR CERTIFICATION REQUIRED TO SUPERVISE PHYSICIAN ASSISTANTS**

AHS will reimburse the cost of the California State certification fee for any employee occupying a position designated by AHS as one requiring State certification to supervise Physician Assistants. To obtain reimbursement under this section, the employee must complete appropriate reimbursement forms and provide specified documentation according to procedures established by the Chief Finance Officer.

## **SECTION 36. REIMBURSEMENT FOR DRUG ENFORCEMENT REGISTRATION ADMINISTRATION FEE AND STATE MANDATED LICENSES**

Effective July 1, 2007, AHS will reimburse the cost of the application fee for the Drug Enforcement Administration Registration, or the employee will obtain the appropriate signature to have the fee waived, for any eligible employees who are required as part of their official duties to administer, dispense or prescribe controlled substances. Employees will also be reimbursed for any state mandated licenses. Reimbursement will be made subject to applicable Chief Finance Officer's Office procedures and requirements.

### **SECTION 37. CONTINUING MEDICAL EDUCATION STIPEND**

Upon the approval of the Department Head and/or his/her designee, of a plan submitted by an employee to engage in continuing medical education (CME) courses which shall maintain or upgrade the employee's skills on the job or professional development, including board certification fees and memberships in professional organizations, AHS shall pay up to \$2,000 per employee per fiscal year for employees regularly scheduled 2/5<sup>th</sup> or more. AHS shall pay up to \$1,000 per employee for employees regularly scheduled for less than 2/5<sup>th</sup>. More than one plan may be approved in any fiscal year, but in no event shall the stipend exceed the applicable maximum amount per employee per fiscal year. Items covered by this fund are literature, courses, business related hardware and software, and handheld devices, food, travel and lodging while attending CME courses, professional association fees/dues, and/or board certification fees. Expenses eligible for reimbursement under this section must be professionally related.

### **SECTION 38. CALL ROOM**

It is the intent of AHS to provide an adequately furnished room for the use of physicians assigned to work night shifts.

### **SECTION 39. HIRING PRACTICES AND PROBATIONARY PERIOD**

#### **A. VACANCIES**

1. When vacancies occur AHS shall notify the Union and shall afford it an opportunity to send applicants for the position.
2. All hiring decisions shall comply with applicable federal, state and local laws and selection shall be based on the applicant's qualifications for the position for which he/she has applied.
3. AHS may hire any person who, in its judgment, is the most qualified applicant.

**B. POSTING OF VACANCIES.** The parties agree that notices of staff vacancies shall be posted at pre-designated locations at all AHS work sites where covered employees are employed, concurrent with advertising to the general public, for seven calendar days prior to interviews for the vacancy.

**C. TRANSFER WITHIN CLASSIFICATION.** In the case of a permanent regular full-time or part-time or SAN vacancy, employees shall upon written bid, be considered for the posted vacancy if they meet the qualifications of the posted job and if their work performance has been satisfactory on their current job. Special program requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency). Qualifications, experience and seniority of applicants will be considered by the hiring manager filling the position.

**D. PROMOTIONAL OPPORTUNITIES.** AHS confirms its commitment to permit and encourage the filling of higher classes by promotion. Pursuant to this commitment, AHS commits to consider internal candidates for all position vacancies and to provide opportunities for promotion of current employees to promotional positions, provided these employees possess adequate qualifications, experience, skills and abilities to satisfactorily perform the job. In addition, AHS agrees to interview the three (3) most senior qualified applicants for any opening, along with other candidates selected by the Human Resources Department.

**E. PROBATIONARY PERIOD.** Newly hired employees of AHS shall serve a probationary period of six (6) months. During such probationary period, employees 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 of the MOU.

**F. PRE-TAX PARKING.** Alameda Health System has established a pre-tax parking program, pursuant to Internal Revenue Code 132(f), to allow employees the ability to use pre-tax dollars to pay for qualified work-related parking fees.

## **SECTION 40. SENIORITY**

**A. SENIORITY DEFINED.** “Seniority” means the total length of unbroken service with AHS commencing with the employee’s most recent date of hire, provided that SAN employees shall have “seniority among themselves.” As an exception to the above, seniority for the purposes of displacement shall be based on the employee’s total accrual of regular hours paid in his/her employment.

**B. TRANSITION.** Employees who were employed by the County of Alameda and who were hired by AHS on January 10, 1999 without a break in employment shall retain their County hire date for seniority purposes.

**C. BREAK IN SERVICE.** For the purposes of this Section 39, a “break in service” shall be the following:

1. A resignation;
2. Retirement;
3. A termination for cause;

4. A layoff exceeding twenty-four (24) months.

**D. ADJUSTMENT OF SENIORITY DATE.** An employee's seniority date shall be adjusted by the period of an authorized unpaid leave of absence exceeding six months.

**E. TIES IN SENIORITY.** In the case of a tie in seniority between two or more employees the date the employees submitted their applications will break the tie.

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

## **SECTION 41. CLASSIFICATION AND RECLASSIFICATION**

**A. CHANGES IN CLASSIFICATION.** Any proposed changes in the classifications listed in Appendix A, titles, job descriptions and proposed new classifications, for which a portion of the job duties are the same or similar in nature to those performed by employees in classifications listed in Appendix A, shall be subject to the meet and confer process with the Union. In the event the parties reach impasse, the Union may appeal the matter to an adjustment panel composed of two (2) representatives of the Union, two (2) representatives of AHS and a State mediator agreeable to both parties. The recommendation of the adjustment panel shall be referred to the Operations Improvement Committee of AHS. The decision of the Operations Improvement Committee shall be final. Disputes involving matters of Reclassification and Out of Classification are subject to the grievance procedure.

**B. EMPLOYEE REQUEST FOR RECLASSIFICATION.** An employee who believes that he/she is being worked out of classification, and who believes that there has been a substantial change in his/her duties, which are not covered by the classification, may first request a review and resolution by the Human Resources Department. The Human Resources Department agrees to respond to 'the request within forty-five (45) calendar days. If the issue remains unresolved, he/she may submit the matter for resolution through the grievance procedure. The date of the response from the Human Resources Department shall be the effective date of any classification and/or pay change.

**C. WORK OUT OF CLASSIFICATION.** Claims for temporary assignment to a higher-level position may be addressed through Section 23.C of this MOU.

## **SECTION 42. SUBCONTRACTING**

**A.** The Union recognizes that the Employer has the obligation to provide effective health care in as efficient a manner as possible. The Employer recognizes that the Union has the obligation to protect the rights of Union members.



**B.** Consistent with current practice, Management reserves the right to meet immediate day-to-day operational needs by contracting for services, for example, through registry, temporary services, and similar temporary help agencies.

**C.** AHS will abide by California Health and Safety Code, Section 101850, in the event it chooses to enter into a contract to replace services being provided by physicians and surgeons who are employed by AHS and in the recognized collective bargaining unit.

## **SECTION 43. LAYOFF**

**A. DETERMINATION OF EXTENT OF LAYOFF.** Whenever it becomes necessary to reduce the number of employees at AHS, the CEO shall determine the classifications to be affected by the reduction, the number of positions to be reduced, the date the reduction is to take effect and shall request approval from the Board of Trustees. When specific positions within a classification require special skill, knowledge, or abilities, the Human Resources Department, with prior concurrence of the CEO and Board of Trustees, and after meeting and conferring with the Union, may designate specialties within a classification and treat such approved specialties 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 43** must be qualified for that position. For the purposes of this Section 43, “qualified” means that the employee has the required licenses/certification and is able to perform all the duties of that position.

**B. ORDER OF LAYOFF.** Layoff within the affected classifications shall be based on inverse seniority. Before any regular full time or part time employee is displaced, first all temporary, then probationary employees will be displaced.

**C. LATERAL MOVEMENT TO A VACANT POSITION.** An employee subject to layoff may elect to move to a vacant position in his/her own classification or to a vacant position in an equal-paying classification, provided that such employee has held a position in that equal-paying classification.

**D. LATERAL MOVEMENT TO AN EQUAL-PAYING POSITION IN LIEU OF LAYOFF.** Where there are no vacant positions, an employee who has held a position in an equal-paying classification may displace the least senior employee in an equal-paying classification. The employee who has held a position in more than one equal-paying classification does not have an option as to the classification in which the layoff will occur, but will be permitted to move only into the classification then filled by the employee with the least seniority.

**E. DEMOTION IN LIEU OF LAYOFF.** An employee in a classification affected by a reduction in force may elect to demote to a lower paying classification, provided that such an employee has held a position in the lower paying classification. When both the employee demoting and the employee in the lower paying classification have equal seniority, the employee in the lower paying classification would be displaced first.

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

**G. RECALL.** Employees shall be recalled by seniority for two (2) years from the date of the layoff.

**H. ALTERNATE PROCEDURE.** AHS and the Union agree that they may meet and confer on an alternate procedure to be used in lieu of the foregoing, provided that there is mutual agreement on the procedure to be used.

#### **SECTION 44. AMBULATORY PROVIDER COUNCIL**

AHS will create an Ambulatory Provider Council to allow for improved communication and dialogue between frontline providers and local and system-level ambulatory leadership to improve the care of patients. The Council will be comprised of provider representatives (minimum one per Wellness Center) and AHS ambulatory leadership and will meet at least quarterly to discuss operational issues pertinent to providers, and provide feedback on upcoming ambulatory initiatives directly to system-level leadership. The council members will also join the existing North and South County Patient Care Councils. Those Councils meet at least quarterly to ensure that the provider voice is represented and informs key clinic changes and feedback from staff.

#### **SECTION 45. 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 a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504. As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred.

**STEP 1.** Submission of Written Grievance to the Medical Director of AHS. If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Medical Director of AHS. The Grievance shall state:

- a. the section of the MOU that has been allegedly breached;
- b. the facts upon which it is based;
- c. the remedy that is sought;
- d. the date of the informal meeting with the supervisor.

Within ten (10) days of the written submission, the Medical Director of AHS, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the Employee/Union of each other's position including the supporting rationale. If the grievance is not settled, within ten (10) days of the Step 1 response either party may request in writing that it be referred to the next step.

**STEP 2.** Submission of Grievance to Chief Operating Officer. Within ten (10) days of receiving the request, there shall be a Step 2 meeting with the Chief Operating Officer, or the Chief Operating Officer shall provide a written response. Although no meeting is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the Chief Operating Officer may conduct. If the grievance is not settled, within ten (10) days of the Step 2 response either party may request in writing that it be referred to the next step.

**STEP 3.** Meeting with the CEO. Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.

**STEP 4.** Arbitration: The arbitrator will be selected by representatives of AHS and the Union by jointly requesting a list of qualified arbitrators from the American Arbitration Association. 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.

**B. UNION GRIEVANCE.** The Union may, in its own name, file a grievance alleging that AHS has failed to provide some organizational right, which is established by law, by written rules of AHS or by this Memorandum of Understanding. Such grievances shall be filed with the CEO at Step 3.

**C. TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 (or in the case of a Union grievance, at Step 3) within sixty (60) calendar days of the date upon which the grievant or the Union knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than sixty (60) days from the date of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

**D. 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.

**E. DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 47.

#### **SECTION 46. PERFORMANCE IMPROVEMENT COACHING**

In order for AHS to attract and retain patients and be financially viable in the future, the Union and AHS agree that employees must be productive, competent and well-disciplined to perform their assigned responsibilities. Both the Union and AHS agree that employees are deserving of being treated with dignity and respect.

**COACHING.** This is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. These coaching sessions may be casual or formal in nature aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face to face conversations that occur during the shift. These conversations MAY be documented at the request of either the manager or employee, but WILL NOT be placed in the employee's personnel file.

**PERFORMANCE IMPROVEMENT PLAN (PIP).** When a problem continues, the supervisor may schedule a more serious discussion to let the employee know that immediate change is needed. At this point, that matter is still between the employee and the supervisor. As long as the employee solves the problem, it goes no further. There is no official record of the PIP in the personnel file. PIPs may involve further training, orientation or mentoring and can have timelines for completion of tasks. PIPs will require documentation, but again WILL NOT be placed in the employee's personnel file.

#### **SECTION 47. DISCIPLINARY ACTION**

AHS agrees to the principles of progressive discipline, where appropriate, and to due process as set forth in this Article. It is the intent that disciplinary action be corrective in nature. All problems employees have are divided into three categories or tracks:

##### **I. Attendance:**

Violations of the attendance and other related policies

##### **II. Performance:**

Neglect of Duties - Generally knowing how to do the work but just not doing or finishing it.

Incompetence - Not knowing how to do work which is reasonably in the job description.

Training or retraining should be offered initially. Because progressive discipline does not make

an employee competent, disciplinary steps may have to be skipped should retraining prove ineffective.

### **III. Behavior:**

Conduct inconsistent with the employee's job description, the law, and/or AHS standards and policies. Disciplinary actions generally follow one of these tracks, although there could be occasions when the offenses cover two or even three tracks.

**A. PROGRESSIVE DISCIPLINE STEPS.** The following are the progressive disciplinary steps; they will be followed where appropriate. The employee may have union representation at each of these steps. The step in the process is determined by factors including but not limited to severity of the offense, impact on patients, other employees and/or operations, date of the last discipline, and other mitigating or aggravating factors.

**STEP 1. Reminder One.** At this step in the disciplinary process, the employee will be reminded of the policy standard or performance/behavioral expectation and his/her responsibility to meet it. The employee will be asked to make a commitment to correct the issue and once that commitment is made, a memorandum memorializing the meeting and commitment will be prepared and shared with both parties to the conversation. The memorandum will be placed in the employee's personnel file.

**STEP 2. Reminder Two.** This process is the same as Reminder One.

**STEP 3. Decision Making Leave.** If the issue persists, another meeting will be held with the employee. He/she will be told of the pending problems that have continued and then be told to take a day off with pay to think whether they could commit to change and continue employment. If, on return, the employee commits in a second meeting, he/she returns to work. If the employee does not commit, he/she resigns, is demoted or terminated after a Skelly hearing.

**FINAL STEP. Skelly Process Begins.** If after the Decision-Making Leave and commitment, the problem again persists, the employee is sent a Skelly letter as described below and the Skelly process is followed.

### **B. APPEALS**

Reminder Ones and Twos are grievable to the third step. Terminations and demotions are grievable to as noted below.

**C. RECOMMENDED 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.

**D. 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 CNE/Department Manager or Designee 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.

**E. SKELLY HEARINGS.** The Union and AHS staff will meet periodically to jointly schedule hearings in advance. Scheduling will be determined by the Union's reasonable estimate of the amount of time it will take to investigate and prepare their case. Hearings will be presided over by one Skelly Officer and shall be conducted on the 2nd and 4th Thursday of each month; hearings outside of this schedule shall be by mutual consent of both parties. Cancellations will only be by mutual consent unless there are emergency circumstances beyond either the Union's or the employee's control. The Skelly officer will make the final determination if a hearing should be rescheduled because of an emergency circumstance or order an alternate remedy. The Union will make reasonable, timely requests for information and AHS will comply in a reasonable, timely manner. 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 to Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).

**F. WEINGARTEN RIGHTS.** AHS will perform an investigation of allegations as needed, including Weingarten interviews. 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.

Failure to Grant Weingarten Rights. If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

#### **Placement and Removal of Disciplinary Material in Personnel File.**

No disciplinary material shall be inserted in an employee's personnel file without his/her prior notice. Discipline will be removed from an employee's official personnel file upon request of the employee after three (3) years from the date of the Skelly Decision or Settlement Agreement. All requests must be presented in writing to the CNE/Department Manager or Designee. Provided

that no discipline of a similar nature has taken place for 3 years, failure of the Employee to have the discipline removed does not grant permission for AHS to continue to utilize the materials in subsequent actions; materials that are greater than 3 years old are considered stale and unusable. This does not apply to disciplines for patient abuse.

#### **SECTION 48. NO STRIKE, NO LOCKOUT**

A. The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of AHS, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

B. AHS will not lockout employees during the term of this Memorandum of Understanding.

#### **SECTION 49. SAVINGS CLAUSE**

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

#### **SECTION 50. 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 Memorandum of Understanding. 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. This Memorandum of Understanding shall become effective upon the approval of the Board of Trustees and shall remain in full effect to and including June 30th, 2017, except for Section 10. Paid Time Off which shall continue in full effect as provided in subsection 10.M.

#### **SECTION 51. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the AHS Board of Trustees by the AHS Chief of Human Resources and the Union for the Board's consideration and approval. Upon approval, the provisions of this Memorandum of Understanding shall supersede and

control over conflicting or inconsistent provisions of any prior Memoranda of Understanding entered into between the Union and the Alameda Health Services.

## **SECTION 52. TERM**

This Memorandum of Understanding shall become effective upon ratification of the Board of Trustees and the membership of the Union of American Physicians and Dentists.

The term of this Memorandum of Understanding shall be 12:00AM, July 1, 2021 through 11:59PM, June 30, 2025.

SIGNED AND ENTERED INTO THIS 22 DAY OF February, 2019.

ALAMEDA HEALTH SYSTEM	UNION OF AMERICAN PHYSICIANS AND DENTISTS, UNIT 18, UNIT 24
<hr/> Fran Jefferson, IEDA	<hr/> Chief Negotiator
<hr/> Michael Askin, Sr Labor Relations Consultant	On behalf of the UAPD Bargaining Committee:



**APPENDIX A****UNION OF AMERICAN PHYSICIANS AND DENTISTS  
PAY RATES Effective June 11, 2021**

52405	Staff Dentist	\$ 98.5199
53805	Psychiatrist III	\$ 186.6912
53810	Psychiatrist II	\$ 169.7193
53810	Psychiatrist II (SAN)	\$ 203.5033
53825	Physician II - Board Certified (Non Amb)	\$ 126.7034
53825	Physician II (SAN) - Board Certified (Non Amb)	\$ 131.3952
53830	Physician II (SAN) - Non-Board Certified (Non Amb)	\$ 119.4501
53835	Physician I (SAN) - Non-Board Certified (Non Amb)	\$ 105.2029
53825	Physician II - Board Certified (Ambulatory)	\$ 123.6518
53825	Physician II (SAN) - Board Certified (Ambulatory)	\$ 130.1317
53830	Physician II - Non-Board Certified (Ambulatory)	\$ 112.4106
53830	Physician II (SAN) - Non-Board Certified (Ambulatory)	\$ 118.3017
53835	Physician I - Non-Board Certified (Ambulatory)	\$ 101.9939
53835	Physician I (SAN) - Non-Board Certified (Ambulatory)	\$ 104.1915

## **APPENDIX B**

### **DOMESTIC PARTNER DEFINED**

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

the two parties reside together and share the common necessities of life;

the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;

the two parties declare that they are each other’s sole domestic partner and they are responsible for their common welfare;

the two parties agree to notify AHS if there is a change of circumstances attested to in the affidavit;

the, two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

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

## **APPENDIX C - PHYSICIAN III**

AHS agrees to retain the classification Physician III in the MOU, acknowledging that there are no current incumbents in the position.

If an employee claims that he/she should be reclassified he/she should follow the Employee Initiated Reclassification Process using the current process and written materials.