

AGREEMENT

Between

ALAMEDA HOSPITAL

And

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29, AFL-CIO

For

APRIL 1, 2020 through MARH 31, 2024



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AGREEMENT

TIDS MEMORANDUM OF UNDERSTANDING, also referred to as "MOU," "Contract," or "Agreement," is made and entered into this first day of April 1, 2017, by and between ALAMEDA HOSPITAL, hereinafter called "The Hospital" and **OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 29, AFL-CIO**, hereinafter called the "The Union".

WITNESSETH

The parties hereto recognize that the basic function of the Hospital is to provide the best possible care for sick and to advance the standards of laboratory practice.

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Hospital. This agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

The parties further recognize that the Union is interested in recruiting Clinical Laboratory Scientists(CLS) and Phlebotomists for the Hospital field, and, in so doing, will cooperate in the establishment of sound and reasonable employment conditions.

It is mutually agreed that it is the duty and right of the Administration to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff and discharge employees and to determine the nature and scope of services and general methods of operation, subject only to the conditions herein set forth.

SECTION 1. RECOGNITION

The Hospital recognizes the Union as exclusive bargaining agent for employees of the Hospital wherever physically located whose duties are under the control and supervision of the Pathologist who directs the activities of the Clinical Laboratory, including Clinical Laboratory as described in this Agreement.

Excluded from the above coverage are: Blood Gas Technicians, Dieners, Administrative Personnel, the Chief Clinical Lab Scientist, Clerical employees, managerial employees, managerial coordinators, confidential employees, guards and supervisors as defined by PERB (Public Employment Relations Board).

The parties agree that should the position of Medical Laboratory Technician ("MLT") come to fruition during the life of this Agreement, the Hospital may employ such MLTs, provided that any such employees will be included in this Memorandum of Understanding. The parties will then meet and negotiate over the MLT wage rates, and all other terms and conditions of this MOU will apply.

SECTION 2. HIRING AND PROBATIONARY PERIOD

The Hospital may hire employees from any source. The Hospital shall give a copy of any job vacancy notice to the Shop Steward. The Hospital will post all open positions covered by this MOU for seven (7) calendar days, internally, to allow the opportunity for members of this bargaining unit to apply, prior to considering other applicants. The Hospital will not discriminate against any applicant referred by the Union. Any person may be employed who, in the judgment of the Hospital will make the best employee, and the Hospital shall be the sole judge of the fitness of any applicant for the job.

The Hospital shall post on the Laboratory Bulletin Board all vacancies, including new positions covered by this Agreement. Such posting shall be made as soon as the Hospital is aware of the vacancy and shall remain posted until the position is filled. In addition to the foregoing posting of vacancies and new positions, the Hospital shall post any temporary vacancy for which the Hospital, in its judgment, has determined it will hire a temporary replacement. The obligation to post such temporary vacancy does not arise if the vacancy will be filled by the increased use of Regular Part-Time, Short-Hour or SAN employees.

Probationary Period - Regular Full-Time Employee(s)

A probationary period of ninety (90) days from date of first hiring into the bargaining unit shall be established for new regular full-time employees.

Probationary Period - Regular Part-Time, Short-Hour and SAN Employee(s)

A probationary period of five hundred twenty (520) hours actually worked in the bargaining unit shall be established for regular part-time, short-hour or SAN employees.

During such probationary period the employee may be discharged for any reason which, in the opinion of the Hospital, is just and sufficient. No employee terminated during such probationary period shall have recourse to the grievance procedure.

Promotions/Failure to Qualify:

Upon promotion to Supervisory Clinical Lab Scientist, the first ninety (90) days shall be considered an evaluation period. During such evaluation period, should the employee fail to perform satisfactorily in the position, (s)he may be returned to their previous position without change to their seniority or previous wage rate provided that such return may be subject to grievance under Section 30.

This provision shall not impair the right of the Hospital to discharge the employee under the provisions of Section 3.

SECTION 3. TERMINATION

The discipline, suspension or discharge of an employee covered by the terms of this Agreement shall be for just cause. Except in the event of cases of dishonesty, insubordination, insobriety, gross misconduct, or willful negligence, the Hospital shall pursue a course of progressive discipline aimed at correcting noted deficiencies prior to discharge. Progressive discipline does not necessarily mean the same procedures in all cases. Some problems may be addressed by more steps of progressive discipline than others. Similar types of offenses shall be treated similarly in terms of discipline.

Warnings to the employees shall be reduced to writing and a copy given to the employee, who shall acknowledge receipt thereof by signing the copy retained by the Hospital.

Notice in writing of discharge, suspension or demotion shall be sent to the Union within twenty-four (24) hours of such action, excluding holidays and weekends. An employee shall receive a written warning before the employee is demoted on the motion of the Hospital.

Written warning shall be dropped from an employee's active personnel file and shall not be used as the basis for future progressive discipline one year after issuance, provided the employee has not received another written warning within the intervening six months. Any and all discipline shall be subject to the terms of the Grievance Procedure outlined in the Agreement.

SECTION 4. UNION MEMBERSHIP

A. Union Membership

The Hospital and the Union shall comply with federal and state law in the deduction and remittance of membership dues and fees.

B. In the event the Hospital receives inquiries or communications from an employee(s) regarding Union membership, the Hospital shall redirect the employee to the Union.

C. The Union shall certify to the Hospital in writing the dues it requires for Union membership. The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

D. In accordance with federal and state law, the Hospital will deduct membership dues effective the pay period following receipt of appropriate notice that an employee covered by this Agreement is a member of the Union.

E. Any changes in the amounts to be deducted for the Union shall be certified to the Hospital, in writing, at least forty-five (45) calendar days prior to the effective date of such change.

F. Deduction and remittance of membership dues shall be in accordance with payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

G. The Hospital shall provide the Union with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step. This information will be provided on a weekly basis.

H. The Hospital shall deduct from each employee's check an amount voluntarily authorized for COPE (Committee on Political Education) and submit the same, bi-weekly to the Union. Once the Union provides an authorized deduction from the COPE to the Hospital, the Hospital will honor the COPE deduction by no later than the next month beginning after the receipt of authorization.

I. **Hold Harmless:** The Union shall indemnify and hold the Hospital, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues and/or COPE provisions herein.

SECTION 5. DEFINITIONS OF EMPLOYEES

Regular Full Time - An employee working continually in the Hospital after ninety (90) calendar days on a regular schedule of forty (40) hours a week shall be considered Regular Full Time.

Regular Part Time - An employee working continually in the Hospital for 520 hours on a regular schedule of twenty (20) or more hours a week, but less than forty (40) hours a week, shall be considered Regular Part Time.

Short Hour - An employee working continually in the Hospital for 520 hours on a regular schedule of less than twenty (20) hours a week. They also may work any number of unscheduled hours, or in relief of a regular employee or a Regular Part Time employee (or any combination thereof).

Services as Needed (SAN) - An employee working continually for the Employer for 520 hours or ninety (90) calendar days, whichever occurs last after orientation is completed, works relief hours (vacation, holiday, leave of absence, sick leave, etc.) or other temporary hours because of fluctuations in work load, as agreed between the employee and the Employer.

SAN employees shall indicate their availability for at least four (4) shifts per month, one(1) of which must be a weekend shift. Indicating "availability" does not mean that a Casual employee must "work" the number of shifts noted, nor does it require the Hospital to schedule a SAN employee for said number of shifts. A SAN employee fulfills this "availability" requirement by simply indicating which four (4) shifts they may be scheduled for in any given month.

SECTION 5. DEFINITIONS OF EMPLOYEES - continued

Any SAN employee who is regularly offered work, but for any reason not excused by the Hospital, does not work at least one shift within any three (3) month period, or does not indicate their availability for two (2) consecutive months may be removed from the Hospital's employment rolls.

"Relief work" includes work for an extended time not to exceed ninety (90) days unless the Union agrees to a longer period in a particular case—to substitute for an employee who will be off work for over one (1) week, e.g. for vacation, leave of absence, or jury duty. In such absences, and during times of increase work load, the Hospital will make reasonable efforts to utilize relief work when necessary.

SECTION 6. COMPENSATION

A. Wage rates for all classifications are set forth in Appendix "A" Wage Scales.

1. Wage Increases

Effective no later than thirty (30) days following the date of ratification of this MOU:

- a. Phlebotomists and Clinical Lab Scientists shall receive a two percent (2%) across the board wage increase.
- b. Supervisors shall receive a three percent (3%) across the board wage increase.

c. Lump Sum Payment

1. No later than 60 calendar days following the date of ratification, eligible employees shall receive a one-time, non-base building lump sum based on actual in-bargaining unit earnings for the payroll period that began March 22, 2020 and concludes on the last day of the pay period prior to implementation of the salary range increase discussed in Section A.1.a-b, above. The in-bargaining unit earnings will be multiplied by the percentage increase that the employee is scheduled to receive in Section A.1.a-b, above. The lump sum payment will be in the amount of the difference between the employee's earnings, and the earnings multiplied by the percentage increase in Section A.1.a-b, above.

2. To be eligible for the Lump Sum Payment discussed in this Section A.1.d, the employee must be meet all of the following criteria:

- a. be in an OPEIU represented classification on the date the lump sum is paid (not effective date); and
- b. have actual earnings in an OPEIU represented classification during the relevant time period outlined in Section A.1.C.1, above.

3. Legally required deductions will be made against the lump sum issued pursuant to Section A.1.C.1, immediately above. Union dues will not be deducted from this payment.

2. Effective the first pay period beginning on after April 1, 2022:

a. Phlebotomists and Clinical Lab Scientists shall receive a two percent (2%) across the board wage increase.

b. Supervisors shall receive a three percent (3%) across the board wage increase.

3. Effective the first pay period beginning on or after April 1, 2023:

a. Phlebotomists and Clinical Lab Scientists shall receive a two percent (2%) across the board wage increase.

b. Supervisors shall receive a three percent (3%) across the board wage increase.

B. **Clinical Lab Scientist** with two (2) years of comparable recent experience as a Clinical Lab Scientist prior to employment shall be hired in the first or second step of the Clinical Lab Scientist salary progression; Clinical Lab Scientist with three (3) years of comparable recent experience as a Clinical Lab Scientist prior to employment shall be hired in the second or third step of the Clinical Lab Scientist salary progression; Clinical Lab Scientist hired with four (4) or more years of comparable recent experience as a Clinical Lab Scientist prior to employment shall be hired at the first or second step of the Senior Clinical Lab Scientist salary progression. The Employer shall notify the Union of the employee's placement on the progression scale.

Phlebotomists with three (3) to five (5) years of comparable experience as a Phlebotomist prior to employment shall be hired in the second (2nd) or third (3rd) step of the Phlebotomist salary progression. Phlebotomists with five (5) to ten (10) years of comparable experience as a Phlebotomist prior to employment shall be hired in the fourth (4th) or fifth (5th) step of the Phlebotomist salary progression. Phlebotomists with ten (10) or more years of comparable experience as a Phlebotomist prior to employment shall be hired in the fifth (5th) step of the Phlebotomist salary progression.

Automatic adjustments are made upon anniversary date of employment, including the progression from Clinical Lab Scientist to Senior Clinical Lab Scientist. Clinical Lab Scientists shall be evaluated during the first ninety (90) days of employment and, upon completion thereof, shall be placed in the step of the progression scale which experience and capability warrant.

C. **Shift Premium** -- Employees working the evening shift shall receive a shift differential of 9% of the employee's base wage. Employees working the night shift shall receive a shift differential of 12% of the employee's base wage.

The evening shift differential shall apply to all shifts of four (4) hours or more commencing

at or after 3:00 PM and prior to 11:00 PM. When a shift starts between 1:00 PM and 11:00 PM, the evening shift differential will be paid for all hours worked after 3:00 PM.

The night shift differential shall apply to all shifts commencing at or after 11:00 PM and prior to 6:00 AM. When a shift starts within that timeframe, any hours worked between 11:00 PM and 6:00 AM will be paid with the night differential, with a minimum of four (4) hours paid with the differential rate.

D. **Weekend Shift Premium** --Clinical Lab Scientists working weekend shifts beginning on or after Friday, 11:00 p.m. and ending Sunday at or before 11:30 p.m. shall receive a \$1.25 per hour premium.

SECTION 7. MANAGEMENT RIGHTS

The Employer has the sole authority and responsibility, except as may be specifically limited by this agreement, to select, direct, adjust, transfer, increase and decrease the working force as well as to discipline and discharge employees for just cause.

The Employer recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining without respect to hours of work, rates of pay and working conditions.

SECTION 8. SHOP STEWARDS

A. The Hospital shall recognize two (2) employees as Shop Stewards and one (1) employee as alternate Shop Steward to act in the absence of a Shop Steward. The Hospital will recognize as Steward or Alternate, only those employees who are specifically identified as such in writing by the Union to the Hospital Personnel Office.

B. The function of the Shop Steward shall be to handle grievances and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the Shop Steward shall only deal with representatives of the Hospital designated to handle grievances. The Hospital's designated representatives are only required to meet one (1) Shop Steward on any grievance except where a Shop Steward is the grievant. The Shop Steward may not be present at a non-investigatory meeting between Hospital management and an employee; however, if an employee reasonably believes such a meeting may become accusatory or may lead to discipline, he/she shall have the right to have a Shop Steward present.

C. Shop Stewards shall be allowed time during their regular shift to handle grievances. Such activity shall not result in lost time for the Steward and shall be paid by the Hospital. Activities of the Shop Steward at times other than the Steward's regular shift shall be non-paid, unless the presence of the Steward was requested by Management and approved in advance. The activities of the Shop Steward under this Section shall not unduly interfere with either the Shop Steward's normal Hospital duties or the work of any other employee.

SECTION 9. STANDBY SERVICE

A. Standby - is understood to be off-duty, standby service. An employee on standby shall receive pay for such service at the rate of one-half (1/2) times the appropriate straight-time hourly rate for each hour of standby service.

B. Called In - If called in to work from standby service, the employee shall be compensated at time and one half (1-1/2) times the appropriate straight time hourly rate for actual time worked. Standby pay does not run concurrently with called-in or call-back pay.

C. Minimum Called-In Pay- Called in work (from standby service) requires two hours of pay at the appropriate rate, the payment thereafter in half-hour segments.

SECTION 10. RELIEF IN HIGHER CLASSIFICATION

When a Supervisory Clinical Lab Scientist is absent for a major portion of a shift due to illness, vacation, or leave of absence, the Hospital shall designate a Clinical Lab Scientist to assume all the normal duties and responsibilities of the Supervisory Clinical Lab Scientist. The relieving Clinical Lab Scientist shall be compensated for such relief at the following rates for each day assigned in addition to regular compensation:

\$25.00 per day

In the event a Clinical Lab Scientist is required to assume all the normal duties and responsibilities of two (2) or more Supervisory Clinical Lab Scientists the relieving CLS shall be compensated for such relief at the following rate for each day assigned in addition to regular compensation:

\$50.00 per day

The Hospital will use its best efforts to fill vacant positions on a permanent basis.

SECTION 11. HOURS OF WORK

A. Straight-time work week for full-time employees shall be forty (40) hours, five (5) days a week.

If the Hospital does not employ employees specifically for weekend work and on holidays, the Hospital will schedule such work on an equitable basis among all employees. Subject to the needs of the Hospital to cover weekend work, rotational schedules and other relief needs, the

Hospital shall use its best efforts to schedule full-time employees on a regular work week, i.e., the same days in each week, and to provide regular part-time employees with a consistent schedule.

B. If an employee is required to work in excess of forty (40) hours in any one work week or eight (8) hours in any one day, the employee shall be paid overtime at the rate of time and one-half (1-1/2) the appropriate straight-time rate paid for the given period of work. For hours in excess of twelve (12) in any one day, the employee shall be paid overtime at the rate of double (2) time the appropriate straight-time rate. For full-time employee(s) working a full-time shift, time and one-half (1-1/2) shall be paid for hours worked in the sixth (6th) day of work within the Hospital's work week and double the straight-time rate shall be paid for hours worked on the seventh (7th) day of work within the Hospital's work week and pay period. There shall be no pyramiding of overtime or premium pay.

Any full-time Employee(s) working a full-time shift who works at the request of the Hospital more than seven (7) consecutive days without a day off, within a pay period shall be compensated thereafter at time and one-half (1-1/2) for each day worked, or portion thereof, until granted a day off. This provision shall not be applicable where such schedule is worked at the request of the employee.

C. Monthly work schedules showing starting times, days of work, and days off shall be posted by the 10th day of the preceding month, in accordance with the following procedure:

1. Employees with a regular, set schedule (i.e., Full-Time, Part-time, and Short-Hour) will not need to provide their "availability" for the month, except to indicate any interest they may have for additional hours/overtime in that month. Such requests for additional hours/overtime must be submitted to the Hospital in writing by the 1st day of the preceding month, i.e. by January 1 for the February schedule, by February 1 for the March schedule, etc.

Requests for time off shall continue to be processed in accordance with the provisions of Section 14.

2. SAN employees will indicate their "availability" for the month in writing by the 1st day of the preceding month (i.e. by January 1 for the February schedule, by February 1 for the March schedule, etc.) Refer to Section 5 (Definitions of Employees) for availability requirements for SAN employees.

Vacancies that exist before the schedule is posted shall be filled on a seniority basis, among part-time and short-hour employees, then among SAN employees.

3. The Hospital shall post the final schedule by the 10th day of the preceding month, i.e. by January 10 for the February schedule.
4. The annual Holiday schedules shall be posted by March 1st of any given year.

Employees will be selected to fill any remaining vacancies after the monthly posting (on the 10th day) upon the following basis:

Advance Notice Vacancies: Vacancies appearing after the schedule is posted, with more than 24-hours' notice, shall be filled from among those who have indicated their availability to work that day or shift on a seniority basis. Employees must confirm their ability to work the shift in question within twelve (12) hours of notification.

Emergency Vacancies: Vacancies which occur with less than 24-hours notice shall be filled by the first person who indicates an ability to work the shift in question. Lab Management will give due consideration to seniority and equitable distribution of work opportunities in seeking a vacancy replacement.

In filling any type vacancy, seniority orders need not be followed if doing so would result in overtime or premium pay.

In no event shall an employee be scheduled for a shift that is not part of their regular schedule unless s/he has indicated an availability to work that shift. An employee who does not notify the Hospital of his/her unwillingness to work, but who does not work a scheduled day(s) shall be subject to disciplinary action.

Nothing in the above shift vacancy provisions shall be interpreted to prevent the Hospital from meeting its staffing needs by hiring and/or retaining employees willing to work on a regular basis.

A shift that appears as a vacancy regularly on the schedule for three (3) calendar months shall be posted as a regular vacancy. If a regular part-time or short hour employee bids for and is awarded the shift, the new shift shall be regularly added to that employee's schedule. This provision does not apply to a situation caused by an employee's extended absence, e.g., for maternity leave.

D. The Hospital retains the sole right to determine whether, and if so, to what extent it will rotate employees between various work assignments within the Clinical Laboratory. Among those employees who are involved in rotation of work assignments, such rotation shall be equitable.

E. Any employee working at least eight (8) hours in a day will be allowed a ten (10) minute rest break during the first half of his/her shift and a ten (10) minute rest break during the second half of his/her shift.

F. The Hospital will use its best efforts to maintain adequate staffing from 3:00 PM to 5:30 PM, Monday through Friday.

G. Each employee shall have an unbroken rest period of at least twelve (12) hours between shifts, and all hours worked within such rest period shall be paid at the rate of time and one-half (1½). If an employee is interrupted and called back to perform work during his/or her scheduled meal period, the entire meal period shall be converted to working time and paid at the appropriate rate. This provision may be waived at the request of the individual employee with the agreement of the supervisor. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.

H. Report Pay: Any employee who is scheduled or requested to report to work shall receive a minimum of four (4) hours pay at the rate of pay that s/he would have received for working that day.

The Hospital has the right to assign up to four (4) hours work to an employee covered by these provisions on the day on which they are applicable.

If the Hospital informs an employee at least twelve (12) hours before the beginning of a shift that s/he should not work it, the above report pay provisions are not applicable.

I. The parties recognize that minimal staffing for the night shift shall be one (1) Clinical Laboratory Scientist on duty who is qualified to perform the work. If this shift is not filled during the normal course of scheduling, or becomes vacant after the schedule is posted, the Hospital shall attempt to get volunteers from among those Clinical Laboratory Scientists qualified to perform the work.

If there are no volunteers, and the shift remains unstaffed for forty-eight (48) hours or less before part of the shift, the Hospital may assign the shift to an available Clinical Laboratory Scientist qualified to perform the work in order of reverse seniority, on a rotational basis.

The Laboratory Manager shall take into consideration any bona fide hardship that would prevent the Clinical Laboratory Scientist from taking the shift provided that the Clinical Laboratory Scientist promptly brings it to the attention of the Laboratory Manager. The Laboratory Manager may also utilize split shifts, alternate days off, or other incentive to accomplish the filling of the night shift vacancy. However, the filling of this shift shall not result in overtime or premium pay without the mutual consent of the Hospital and the Clinical Laboratory Scientist, nor shall it violate the provision of Rest Between Shifts.

SECTION 12. SICK LEAVE

A. An employee earns sick leave at the rate of one (1) work day for each month of continuous employment. An employee is not entitled to any paid sick leave during the probationary period, but if the employee is still employed after the probationary period, credit on the above basis is granted from the first date of employment.

B. Ninety (90) is the maximum of paid sick leave days that an employee may accumulate. When any of the ninety (90) days or all of them are used up, the employee, after return to work continues to earn one (1) sick leave day for each subsequent month's work provided such work is continuous.

C. There shall be a one (1) work day waiting period preceding each illness for which the employee shall receive no sick leave compensation. The one (1) day waiting period shall not apply if an employee is hospitalized for an on-the-job injury or if he/she is ordered to remain off work by the examining physician. This one (1) day waiting period will be eliminated for all regular employees with one (1) or more years of continuous service. Sick leave shall be paid for normal working days and shall not exceed five (5) days in a week. Pay for sick leave shall be at the same rate the employee would have received had the normal working day been worked.

D. Sick leave shall be paid to the employee for each regularly scheduled day which the employee does not work due to illness. The sick leave pay shall be paid in amounts equal to the employee's appropriate wage rate for the said day or days missed. The maximum number of days for which an employee shall receive sick leave pay in any one (1) week shall be five (5) days, forty (40) hours.

E. The Hospital may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required for any absence due to illness during the first year of employment. Thereafter, a doctor's certificate may be required only if the employee has been absent for more than three (3) consecutive days of work or if the Hospital has reason to believe there has been a pattern of abusing sick leave.

F. Sick pay shall be allowable in one (1) hour increments.

G. Payment of sick leave shall not affect and shall be supplementary to disability payments or Worker's Compensation benefits. An employee entitled to disability or Worker's Compensation benefits shall receive, in addition thereto, such portion of his/her accumulated sick leave as will meet, but not exceed, the standard earnings of such employee for his/her normal work week, up to a maximum of five (5) days. Sick leave shall be charged only that portion in hours or days that are involved in supplementary disability of Worker's Compensation payment.

H. Once each quarter, the Hospital will inform each employee, in writing, about the amount of his/her accumulated sick leave.

I. Employees may use part of the sick leave they have available and have accrued during the calendar year in order to tend to the illness of their parent, child, or spouse. The maximum amount available and accrued sick leave that may be used each calendar year for this purpose is the amount of sick leave that the employee would accrue during six (6) months at his/her current annual rate of entitlement. Employees should identify such time on their timecard when using sick leave in this manner.

SECTION 13. BEREAVEMENT LEAVE

Bereavement leave up to four (4) days shall be granted to regular employees who have completed the probationary period, in case of death in the employee's immediate family.

Immediate family is defined to include spouse, registered domestic partner (as well as the "immediate family" of the registered domestic partner, as described in this Section), mother, father, (or individuals who have prior to that employee having attained legal majority, officially stood in the place of mother or father), daughter, son, sister, brother, current mother-in-law, current father-in-law, and grandparents.

If the employee must travel over two hundred miles (200) to attend the funeral of an immediate family member, the employee will be granted an additional two (2) days of leave without pay if the employee so wishes. The Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave.

SECTION 14. VACATION

A. Two (2) calendar weeks' vacation shall be granted to all regular employees with pay therefore at the rate of two (2) work weeks (ten [10] work days) for twelve (12) month's continuous employment.

B. Three (3) calendar weeks' vacation shall be granted to all regular employees with pay therefore at the rate of three (3) work weeks (fifteen [15] work days) after two (2) years of continuous employment.

C. Four (4) calendar weeks' vacation shall be granted to all regular employees with pay therefore at the rate of four (4) work weeks (twenty [20] work days) after five (5) years of continuing employment.

D. Five (5) calendar weeks' vacation shall be granted to all regular employees with pay therefore at the rate of five (5) work weeks (twenty-five [25] work days) after ten (10) years of continuous employment.

E. Vacations may be scheduled at any time during the calendar year. Vacations shall not be limited to one (1) person on vacation at a time for those employees working the day shift provided there are no drastic reductions in staff. Employees who are eligible for four (4) or more weeks of vacation may defer up to two (2) weeks of vacation into their next benefit eligibility year, provided that payment for such vacation shall be made to the employee prior to the end of the benefit eligibility year from which the vacation is being deferred.

F. Upon termination of employment, Regular employees will be paid, on a pro-rata basis, for any vacation hours earned, but not taken.

G. Insofar as such is possible, consistent with the needs of the Laboratory as determined by the Hospital, vacations shall be determined on the basis of seniority. Employees shall submit their requests for vacation by February 1st of each year, and the Hospital shall post a schedule of vacations by March 1st of each year. Where an employee chooses to split vacation, seniority as to selection of the second segment (or more) shall

prevail only as to like segments of other employees. Vacations may be split into segments of less than one (1) week only upon the mutual agreement of the employee and the Hospital. If an employee is eligible for four (4) or more weeks of vacation, a maximum of two (2) weeks may be carried over into the next year.

If an employee requests vacation by February 1st, and it is granted, and any vacation period is for at least one (1) week, the employee shall not be required to work the weekend before or the weekend after his/her vacation. If an employee requests vacation after February 1st, he/she shall receive the above weekend off provision provided the request is made forty-five (45) days in advance.

H. The Hospital will make each employee's accumulated vacation balance available electronically after each biweekly pay period. Once each quarter, the Hospital will inform each employee in writing, about the amount of his/her accumulated vacation.

I. **Vacation Cash Out.** Employees may elect to cash out, at 100% of its value, up to one half of their annual vacation each calendar year. Vacation hours must be earned in order to utilize cash out. Employees shall be able to cash out once each calendar quarter.

J. An employee who becomes ill during a paid vacation may, if he/she so chooses, convert vacation to sick pay upon proof of hospitalization for the period of the hospitalization.

K. Should an employee, while on vacation, experience the death of an immediate family member as defined in Section 13, Bereavement Leave, the Hospital shall upon written request convert such vacation to Bereavement Leave.

SECTION 15. HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day

Martin Luther King, Jr. Day

President's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday

Two (2) Floating Holiday

B. No employee will be entitled to a paid holiday until such employee has been on the Hospital's payroll for at least fifteen (15) calendar days. In the case of an employee's birthday and the floating holiday, the qualifying period shall be ninety (90) days of continuous service from the date of last employment. Each anniversary year (February 1 to February 1) the Hospital and the employee shall agree on the day which will be taken by the employee as the floating holiday. If the Hospital and the employee do not reach agreement, the day or days shall be added to the employee's accrued vacation time.

C. If an employee is required to work on any of the aforementioned-mentioned holidays, the employee will receive pay at the rate of time and one-half (1-1/2) for actual hours worked in addition to any holiday pay for which the employee is eligible unless the employee chooses to take the time off, with straight-time pay. An employee who wants straight-time pay instead of time off shall so state on the time card that shows the holiday worked. Unless the employee so shows, the Hospital will assume the employee wants time off.

D. If a holiday falls on an employee's regular day off, the employee shall be granted another day off with pay. Employees must be allowed to take, and the Hospital may require the employees to take, the additional day off within thirty (30) calendar days before or after the actual holiday. If the holiday falls within the Employee's vacation time, one (1) day shall be added to his/her vacation time for which he/she shall be compensated. Monday holidays by reason of the Federal Monday Holiday Act shall be observed on Monday, and all other holiday provisions shall apply on such Monday. All other holidays shall be observed on the calendar day on which they fall, and all holiday provisions shall apply on such day.

E. The Hospital will give all employees the opportunity to volunteer for holiday(s) in writing, and employees will indicate their Holiday availability for the upcoming year by February 1st of that year for posting by March 1st. Clinical Laboratory Scientists (CLS) shall volunteer and work either Thanksgiving or Christmas. If an insufficient number of employees volunteer for a holiday(s), the Hospital will assign holiday work to employees in inverse order of seniority, among those who have not worked a holiday. All employees, including SANs, must have been required to work a holiday before the Hospital will return to the bottom of the seniority list.

Employees will be allowed to work holiday(s), whether pursuant to the volunteers' list or the seniority system, so long as they have the ability to perform the work needed.

F. The Hospital will give all employees the opportunity to volunteer for holiday(s) in writing. If an excess number of employees volunteer for a holiday(s), the Hospital will assign holiday work to regular full-time and regular part-time employees in order of seniority, among those who have not worked a holiday. All employees must have been allowed to work a holiday before the Hospital will return to the top of the seniority list.

SECTION 16. HEALTH AND WELFARE BENEFITS

A. Health Plans

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

2. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
3. Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours during the look back period to have an average FTE .50 or higher will not be benefit eligible. FMLA, Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.
4. Beginning January 1, 2015 Per Diem (on call) and Short hour employees will be eligible for Medical if they work on average 30 hours or more per week during the annual benefit look back period or as ACA dictates.
5. Duplicative Coverage. This applies to married AHS employees and employees in domestic partnerships both 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 and employees in domestic partnerships, both employed by AHS, shall be entitled to one (1) choice from plans offered through AHS.
6. Share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.
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 (3) months or less, will be able to re-enroll as a continuing member in the same plan which they had coverage prior to the authorized leave by completing the appropriate enrollment within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS. Those whose health plan coverage was allowed to lapse for a duration greater than three (3) 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 hired.
8. Open Enrollment. Eligible employees may choose among available options during an Open Enrollment period in the fall of each year.

A. Dental Plans

1. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners and their

dependents, provided that the employee is benefit eligible based upon the number of hours worked during the annual look back period, the eligibility is the same as the Medical Plans. Eligible full-time employees may elect any one of the dental plan options provided through AHS.

2. 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 Section A.5 above. To participate an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.
3. Dental Plan Premium Payment On Final Paycheck Before Authorized Leave Without Pay Or Employee Separation. AHS shall make a dental plan premium payment on a final paycheck for employees who are on paid status at least forty (40) hours in the last biweekly pay period.
4. Full-time and Part-time employees. Full time and part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten 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. Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the effective date of coverage and will be based on guidelines established by AHS.
5. AHS Open Enrollment. Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party or family).

B. 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 supplanted, 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.

C. Dependent Care Salary Contribution

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care (Eligible employees may only contribute a portion of their salary for such expenses; there is no AHS contribution for dependent care.) PER DIEM employees are not eligible for this benefit.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable AHS administrative procedures.

SECTION 17. LIFE INSURANCE

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

SECTION 18. RETIREMENT

Pension benefits are to be provided to regular Full-time and regular 0.5 FTE or higher Part-Time staff through the Alameda Health System Enhanced Defined Contribution Plan and Alameda Health System Hybrid Plan. Eligible staff shall be provided an opportunity to choose which of the two (2) plans they elect to participate in, at their time of hire into an eligible position. All plan elections are irrevocable once made.

For plan eligibility purposes, Part-time FTE status is based on official AHS Human Resources records and not the number of hours actually worked by an employee in a given pay period or range of pay periods. Participation in one of the two plans is mandatory for all eligible staff. Terms and conditions of plan benefits and eligibility to participate are governed by plan rules.

SECTION 19. DISABILITY INSURANCE BENEFITS

D. Participation

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

E. Employee Options

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

1. **Option 1.** Not applying for disability insurance benefits and using accrued sick leave and vacation or;
2. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave and vacation. The choice to integrate accrued and extended sick leave only with SDI benefits may not be waived by the employee or AHS.
3. **Amount of Supplement.** The amount of the supplement provided in this section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section ___ or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

F. How A Supplement To SDIs Treated

Hours, including fractions thereof, charged against the employee's accrued leave as a supplement to disability insurance benefits will be regarded as hours of paid leave of absence.

G. Paid Time Off shall be accrued based upon the proportion of the hours, charged against the employee's accrued leave balances to the regular pay period.

H. Health And Dental Plan Coverage In Conjunction With SDI

For purposes of determining eligibility for AHS's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued leaves shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

I. The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Article 18 herein.

LONG TERM DISABILITY INSURANCE

A long-term disability insurance policy will be made available for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

SECTION 20. UNEMPLOYMENT COMPENSATION & DISABILITY

All employees shall be covered by Unemployment Compensation and Disability Insurance under the State Plan. Coverage may be adjusted during the life of the Agreement in the event future legislation is enacted that is applicable to non-profit hospitals.

SECTION 21. BENEFITS FOR REGULAR PART-TIME, SHORT HOUR & CASUAL EMPLOYEES

A. A regular part-time Employee who continues to work after the probationary period shall receive prorated vacation, prorated sick leave, prorated education leave and prorated holiday pay. As accrued, sick leave, shall be paid for the number of hours scheduled on the day of illness. In addition, such employee will be covered by the Health Plan, Dental Plan and Group Life Insurance Plan upon completion of the probationary period and will be covered by the Retirement Plan upon the completion of one (1) year of continuous service.

B. Short-hour and Casual Employees do not qualify for the benefits described in "A" above, but shall receive, in lieu thereof, an additional thirteen and one-half percent (13 1/2%) of their rates set forth in the Compensation Section of this Agreement, commencing with date of employment. Notwithstanding the foregoing, a Short-Hour or Casual Employee shall receive time and one-half (1 1/2) for working on a holiday.

A Short-hour or Casual Employee who becomes either a Regular Full-time or Regular Part-

time Employee shall be credited with such prior years of service as he/she may have earned in Regular status (prior to becoming a Short-hour or Casual Employee) and will be eligible for coverage under the Health Program on the first of the month following resumption of Regular status. The Employee shall, in such cases, retain any unused sick leave accumulated while in Regular Full-time or Regular Part-time status.

A Regular Full-time or Regular Part-time Employee who becomes a Short-hour or Casual Employee shall at that time receive prorated vacation earned to the effective date of the change and shall immediately receive the premium in lieu of fringe benefits provided by this section.

C. Regular Part-time Employees shall have the pro ration of benefits, including educational leave, based on actual hours worked.

SECTION 22. CONSIDERATION OF LENGTH OF SERVICE

A. Seniority shall commence on the most recent date of continuous employment as a regular employee, provided that seniority shall have no application during the probationary period.

B. Effective February 1, 1983, short hour employees shall accumulate one (1) month of seniority for each 145 hours worked. Such seniority may only be utilized by short hour employees for lay-off purposes if the employee is willing to accept available regularly scheduled hours.

Short hour employees' service prior to February 1, 1983 will be credited for layoff and recall purposes at 1/4 month seniority for each month the employee actually worked one (1) or more shifts.

When it appears that temporary layoffs are necessary, the Hospital shall give notification to the Union. The hospital will give as much advance notice as is possible under the circumstances.

The Hospital will utilize voluntary reduction of hours prior to imposing a reduction as provided herein, if in its opinion, reduction will meet its needs. The hospital will advise the Union Steward when seeking voluntary reduction in hours. Should this method not accomplish the required result, then layoffs shall be affected as set forth in the contract.

Layoffs shall be conducted on the basis of lab-wide seniority of each classification (Clinical Laboratory Scientists [CLS] and Phlebotomists), upon the following provisions:

In the event of a temporary layoff of fourteen (14) days or less, seniority shall be exercised if the more senior Employees in the affected classification are competent and able to properly perform the work to be done.

In the case of an indefinite layoff such as a position elimination, shift elimination and/or an indefinite reduction in hours in a position or in a shift, layoffs shall be conducted on the basis of lab-wide seniority provided that the more senior Employees in the affected classification are able to perform the work to be done within a reasonable training period of up to thirty (30)

days.

Layoffs shall affect Employees in the various job classifications (CLS/Senior CLS, Supervisory CLS, and Phlebotomists) in the following order (re-employment in reverse order):

1. Casual Employees in the affected classification(s) or at the Hospital's discretion, probationary Employees in the affected classification(s).
2. Short Hour, Regular Part-Time and Regular Full-Time Employees in the affected classification(s).

The Hospital shall provide the Union and the Employees with at least fourteen (14) days notice of an indefinite layoff, or pay in lieu thereof.

Notwithstanding the above, a Supervisory CLS may exercise seniority over other classifications if all other conditions set forth herein are met.

C. In case of a permanent vacancy in a higher classification under this Agreement, for which a regular employee in a lower classification is qualified, full consideration of seniority will be given to such qualified employee upon written request.

In case of a permanent vacancy in the same classifications, employee, upon written application, shall be considered if they meet the qualifications established for the position. In those cases where two (2) or more qualified internal applicants are determined to be approximately equal, insofar as capably performing the job, the senior internal applicant shall be awarded the position.

D. Seniority shall be terminated by:

1. Discharge
2. Resignation
3. Absence in excess of six (6) consecutive months by reason of illness of non-industrial injury, unless extended by mutual agreement in writing.
4. Layoff in excess of six (6) consecutive months, unless extended by mutual agreement in writing.
5. Failure to return from a leave of absence in accordance with the terms of the leave, unless extended by mutual agreement in writing.

E. Seniority where a position is discontinued:

In the case where a position is permanently terminated or abolished, an employee with seniority who is subject to a permanent layoff will be offered an existing vacancy within the department. Employee shall be given reasonable training period up to thirty (30) calendar days as a probationary employee.

F. If a disabled employee seeks a reasonable work accommodation from the hospital, that employee, the hospital and the Union shall meet promptly to discuss making such accommodation, if feasible.

SECTION 23. LEAVE OF ABSENCE

- A. Requests for leave of absence shall be in writing. Any grant or denial of a leave of absence shall be in writing with a copy given to the employee and the Union, with a denial to set forth reason(s)therefore.
- B. Any regular employee who has been continually in service with the Hospital for at least one (1) year shall be entitled to leave of absence on proper proof that the employee needs such leave because of physical disability. Such leave shall not be more than six (6) months, except in the case of an industrial injury. Disability leaves may be extended only by written agreement between the employee and the Hospital. The Hospital may require reasonable proof of the need for disability leave and reasonable proof that the employee will be able to return to duty within the time for which the leave is granted.
- C. Maternity will be treated as any other disability. Leaves up to six (6) months shall be granted to employees. Adoptive mothers shall have the same leave rights as natural mothers. In all situations, Federal and/or State laws, whichever are applicable, involving pregnancy/maternity leave will be observed.
- D. Leaves of absence for other reasons shall be granted only by written agreement between the employee and the Hospital.
- E. An employee shall not forfeit accrued rights under this Agreement by reason of a leave of absence, but during the term of such leave. the employee shall not accrue vacation or sick leave, nor be entitled to any paid holidays, jury duty pay or funeral leave. Nothing provided herein shall operate to deny a pregnant employee any benefit to which she is entitled as a matter of law, as finally determined by the courts. For the first thirty (30) days of an employee's leave, the Hospital will cover eligible Clinical Lab Scientist in the Health and Dental Plans, and pay the normal premiums, or portions thereof. After the first thirty (30) days, the employee can remain in the Hospital's Health and/or Dental Plans, but only if he/she pays, in advance, the full premiums thereof.
- F. When an employee returns to duty, in compliance with an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before his/her absence.
- G. Leaves of absence for non-industrial disability/illness for over six (6) months will result in an adjustment of seniority for the full period of the leave. Leaves of absence for lesser periods than the above shall not result in adjustment of anniversary date. A leave of absence for industrial injury or industrial illness will not affect seniority accrual. All other leaves of absence for over thirty (30) days will result in an adjustment of seniority for the full period of the leave.
- H. In case of any conflict between this Agreement, the California Family Rights Act of 1991, the U.S. Family and Medical Leave Act of 1993, and/or State or Federal Pregnancy Leave Law, the Contractual or Statutory Law that is the most protective of employee rights shall prevail.

SECTION 24. EDUCATIONAL LEAVE

A. Eligibility Criteria

A Full-time Phlebotomist and Clinical Lab Scientist shall be entitled to Three (3) days leave with pay each year to attend courses, institutes, workshops, or classes of an educational nature or to take examinations for medical laboratory related professional certification or licensure in services provided by the Hospital's Clinical Laboratory, provided:

1. The Phlebotomist or Clinical Lab Scientist applies in advance in writing, specifying the course, institutes, workshops or class they wish to attend, or which medical laboratory related examination they wish to take.
2. The Phlebotomist or Clinical Lab Scientist obtains permission from the Chief Clinical Lab Scientist to attend.
3. Such leave shall not interfere with staffing necessary to meet patient needs.

PM and Night Phlebotomist or Clinical Lab Scientist who attended day course shall be allowed to take off either the shift before or the shift after the day such course was taken.

Permission for such educational leave will not be unreasonably denied.

B. Yearly Basis

The Clinical Lab Scientist shall be eligible for three (3) days' educational leave as provided on an anniversary year basis upon completion of ninety (90) days of employment.

C. Accumulation

A Phlebotomist or Clinical Lab Scientist entitled to apply for educational leave who does not apply, waives it for that year. If a Phlebotomist or Clinical Lab Scientist requests educational leave and does not receive it in a particular year for which he/she is qualified, he/she shall accumulate it for the following year.

D. Leave at Request of Hospital

If the Hospital wishes the Phlebotomist or Clinical Lab Scientist to engage in an educational program other than carried on within the Hospital, the Hospital and the Phlebotomist or Clinical Lab Scientist may mutually agree that this is charged against the Phlebotomist or Clinical Lab Scientist's educational leave. If the Phlebotomist or Clinical Lab Scientist declines to engage in such educational program, the Hospital has the option to withdraw its request to require the Phlebotomist or Clinical Lab Scientist to engage in such program, in which event it is not charged against his/her educational leave. It is understood that an individual Phlebotomist or Clinical Lab Scientist shall have a choice in the selection of the types of educational programs in which the Phlebotomist or Clinical Lab Scientist will participate.

E. Unpaid Educational Leave

Phlebotomist or Clinical Lab Scientist may request unpaid leaves of absence not to exceed thirty (30) days for professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses and participation in bona fide activities of the Union. The Hospital will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements.

F. Tuition Account

Effective February 1, 1994, the Hospital will establish an Education Leave Tuition Account for all Regular Clinical Laboratory Scientists (CLS) to reimburse the Regular Clinical Laboratory Scientists (CLS) for tuition expenses incurred for education related to job duties or to licensing requirements. Each Regular Phlebotomist or Clinical Lab Scientist shall have five hundred (\$500.00) credited to his/her account on February 1st of each year and unexpended amounts shall not carry over from account year to account year. Regular Phlebotomist or Clinical Lab Scientist who are hired after February 1st or who change to Regular status after February 1st will be eligible for a pro-rata amount calculated from the date the Phlebotomist or Clinical Lab Scientist became a Regular employee.

The Hospital will use the Education Leave Tuition Account to reimburse the Regular Clinical Lab Scientist for the first two hundred dollars (\$200.00) of eligible tuition expenses incurred during each account year. After the first two hundred (\$200.00) has been paid each account year, the Hospital will reimburse fifty percent (50%) of the eligible tuition expenses incurred up to the among remaining in the account.

SECTION 25. NO DISCRIMINATION

It is the continuing policy of the Hospital and the Union that neither shall discriminate against any employee or applicant for employment by reason of race, color, religion, or national origin nor by reason of sex, age, handicap, veteran status, or sexual preference or gender identity to the extent provided by any applicable law. In the absence of such law(s), and consistent with Hospital policies, it is not the intention of the Hospital to discriminate in employment against any employee for any reason.

SECTION 26. NO STRIKE OR LOCKOUT

There shall be no strike, slowdown or other stoppage of work during the life of this Agreement. In the event another Union strikes the Hospital, the Union recognizes its obligation to maintain essential services. The Union, the Hospital and the Medical Director of the Laboratory shall meet immediately to discuss and decide on the essential services and staffing required. If no agreement can be reached, the Medical Director of the Laboratory shall make the final determination regarding the essential services and staffing required. The Union reserves the right to grieve the matter.

If the Hospital believes the Union has violated its obligation to maintain essential services to the patients, the parties shall agree to expedited arbitration within ten (10) calendar days

of such written notice to the Union.

Expedited Arbitration: Both parties agree to attempt to resolve the issue quickly and amicably. After the alleged violation has been referred to expedited arbitration, the arbitration shall be concluded within ten (10) calendar days of referral or at some other mutually agreeable date. The Arbitrator's authority is limited to determining whether the agreement has been violated, and if so, ordering the appropriate level of essential services.

The selection of the arbitrator shall be made in the manner described in Section 30 (Grievance Procedure) and conditioned on his/her availability to hear the case within the specified period. The arbitration hearing shall be scheduled within that period. The arbitrator shall be requested to issue a decision within twenty-four (24) hours, which will be binding on all parties. The cost of the arbitration shall be borne equally by the parties.

If there is a labor dispute between the Union and any other employer (e.g. Children's Hospital) located on the same premises as the Hospital, and if the Hospital is not performing struck work of the other employer with the labor dispute, and if the employees and suppliers of the other employer with the labor dispute use a separate entrance at the Hospital, then it will be a violation to work at the Hospital because of the labor dispute involving the other employer. In the event another union strikes the other employer, Local 29 recognizes its obligation to maintain essential services.

During the Life of this Agreement, the Hospital shall not lockout any of the employees covered by this Agreement.

SECTION 27. JURY DUTY

Regular employees shall be entitled to leave with pay for jury service. The pay shall not exceed the number of hours in the employee's normal workday and the employee's normal work week. If an employee is excused in time to complete three (3) or more hours of his/her shift, she/he shall be required to return to work. The above provisions do not apply to an employee serving voluntary grand jury duty. Employees may be required to provide proof of jury summons or service.

SECTION 28. BULLETIN BOARD

The Hospital will provide and will mutually agree with the Union on a central and convenient location within the Laboratory, for one bulletin board, which may be used by the Union in accordance herewith. A designated Union representative shall be responsible for posting material submitted by the Union, a copy of which shall be furnished to the Hospital before posting. The Union agrees that no controversial material shall be posted.

The Hospital shall post the following information on the Laboratory Bulletin Board:

1. All work schedules;
2. All vacancies and new positions covered by this Agreement, as provided in Section 3;
3. Hospital job descriptions of positions covered by this Agreement;
4. Job bidding procedures for vacancies and new positions covered by this Agreement.

SECTION 29. OPERATION OF CONTRACT

Nothing in this contract or the execution thereof shall operate to reduce the rates of compensation or benefits contained herein now enjoyed by employees covered by this contract.

SECTION 30. GRIEVANCE PROCEDURE

Any problem arising in connection with the application or interpretation of the provision of this Agreement, including the problems of discharge or layoff which cannot be amicably adjusted between an employee of the Hospital and the Department Director or such other person as the Hospital may designate, shall be reduced to writing, signed by the employee or Union Representative, whichever is appropriate, and submitted to a Hospital Representative designated by the Hospital. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged occurrence giving rise to the grievance or in the normal course of events should have had knowledge of the facts giving rise to the grievance.

In the event the grievance concerns the discharge or disciplinary layoff of an employee, the grievance must be presented in writing within five (5) working days following discharge, or disciplinary layoff/suspension. Further, in the cases of intended discharge, the parties shall convene a Skelly Hearing in accordance with the Public Employees Relations Act.

Except as provided in Section 26, the Hospital does not have the right to file grievances. In the event of a Hospital grievance, the same procedures and time limits set forth in this Section for processing Union grievances shall apply.

Step One Grievance Conference

Prior to filing a formal grievance with the Hospital, the Shop Steward, the employee, and the Laboratory Manager will meet to attempt to resolve the matter informally. If the efforts to resolve the grievance in this manner are unsuccessful, either party may file a formal, written grievance and request that the matter be referred to Step Two, a meeting with Human Resources and the Union Representative.

Step Two - Meeting with Human Resources and the Union Representative

Upon receipt of the written grievance, the Union Representative and Human Resources shall schedule a meeting to address any grievance that has not been resolved at Step One. The parties will endeavor to schedule such meeting within fifteen (15) days, however, it is understood that scheduling conflicts do occur, and a waiver of this time limit may be necessary. Such waiver of the time limit shall be by mutual agreement and shall not be abused or used as a means to evade the processing of the grievance.

This Step Two meeting shall include the Union Representative, Human Resources (or their designee), the Shop Steward, the grievant, and any other person mutually agreed to by the parties who may be necessary to resolve the grievance. If the efforts to resolve the grievance in this manner are unsuccessful, either party may request that the matter be referred to an Adjustment Board.

SECTION 30. GRIEVANCE PROCEDURE - continued

Step Three -- Adjustment Board

Upon receipt of a timely, written request, there shall be an Adjustment Board established consisting of two (2) representatives to be designated by the Union, and two (2) representatives designated by the Hospital. The members of the Adjustment Board may not have participated in the earlier step(s) of the grievance procedure nor may they have been involved in the disciplinary action of the aggrieved member. The Adjustment Board shall meet within twenty-one (21) days of receipt of the request for its establishment and shall consider fully all aspects of the issues presented. Any decision by a majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to the limitations on jurisdiction and authority contained below.

Step Four - Arbitration

Referral to Step 3 must be made by either party, in writing, within five (5) days following a deadlock by the Adjustment Board. Upon receipt of a timely, written request for arbitration, the Union and the Hospital shall select an impartial third party to be the Arbitrator to hear and determine the issues. In the event the parties cannot agree on the selection of an impartial third party, they shall request a list of arbitrators from the California State Conciliation Service or Federal Mediation and Conciliation Service. The parties shall alternately strike names from such list until one (1) name remains, which person shall be the Arbitrator.

The Arbitrator may consider and decide only the particular grievance presented to him/her in a written stipulation by the Hospital and the Union, and his/her decision shall be based solely upon an interpretation of the provisions of this Agreement and the evidence presented at the hearing. The Arbitrator shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties provided it does not exceed the limitations contained herein.

The cost of arbitration, including a transcript if ordered by at least one (1) party, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

The time limits provided for herein (including those applicable to processing a grievance before any arbitration demand) may be waived by the mutual written agreement of the Hospital and the Union.

SECTION 31. PROFESSIONAL PRACTICES COMMITTEE

The Hospital recognizes the concern of the Clinical Laboratory Scientists (CLS) with respect to technological and operational change as it might affect employment opportunities, and that Clinical Laboratory Scientists (CLS) seek to, and can, provide positive professional assistance toward achieving the dual goals of high professional standards and efficient operations which are the Hospital's obligations to the community, under ever-increasing governmental constraint.

To these ends there shall be established a Professional Practices Committee at the Hospital, comprised of at least two (2) persons appointed by the Union who are covered by this agreement and

at least two (2) representatives of the Hospital, one of whom could be a Pathologist. The functions of the Committee shall be:

1. To study developments in methods and technology and to recommend ways in which present employees can be trained to perform new professional assignments;
2. To consider constructively ways and means of improving the practice of medical technology in the Hospital;
3. To evaluate staffing of the laboratory and scheduling of employees including vacation scheduling and making recommendations thereon;
4. To evaluate and discuss modifications to job descriptions and making recommendations thereon;
5. To evaluate and discuss topics of health and safety;
6. To evaluate and discuss the merits of flex time.

The Committee shall schedule meetings at reasonable intervals as needed, but, in any event, at least quarterly, and may meet more frequently as mutually agreed. There shall be Co-Chairpersons of the Committee, one designated by the Union and one designated by the Hospital, who shall alternate the Chair of meetings. The Co-Chairpersons shall confer in advance of each Committee meeting to establish an agenda for the meeting. Employee representatives shall be entitled to a maximum of one and one-half (1-1/2) hours' pay at the employee's straight-time rate for the purpose of attending Committee meetings, provided that time spent at any meeting shall not constitute time worked for any purpose under this Agreement. Meetings will be scheduled so as not to interfere with the work of the Clinical Laboratory. These meetings will not be grievance meetings nor collective bargaining meetings.

The recommendations of the Committee are advisory only. Disputes within the Committee will not result in waiver of the No Strike-No Lockout provisions of this Agreement, nor be subject to the grievance and arbitration provisions of this Agreement. The provisions of the contract shall not be superseded by this Committee, nor does the Union waive its right to file grievances on any contract violation. Discussions at these meetings shall not fulfill the requirements of Section 32, Change in Operations.

SECTION 32. CHANGE IN OPERATIONS

"In the event of a change of ownership of Alameda Hospital, or if the Alameda Hospital enters into a partnership or merger that causes a change in the ownership of the Hospital, the Hospital shall notify the Union at least sixty (60) days in advance of any intended action and will meet with the Union to discuss the impact or such change on the members represented by this Memorandum of Understanding (MOU). Alameda Hospital shall not use the sale, transfer, or other mechanism for the primary purpose of evading the terms of this MOU. Furthermore, it will be a condition of the transfer or sale agreement that the successor Employer shall recognize the Union as the bargaining representative of the Laboratory employees as identified in this MOU."

In the event that the Employer intends to subcontract work performed by employees subject to this Agreement, or intends to sell the physical assets of the laboratory, or intends to merge or consolidate the laboratory with another organization, or plans to introduce new equipment in the laboratory which will materially affect work performed by the employees subject to this Agreement, or intends to merge employers or permanently close any part or all of its facilities or

any department thereof affecting employees, the laboratory shall notify the Union at least ninety (90) days in advance of any intended action on its part and the parties shall discuss the impact of such action upon employees then working under the collective bargaining agreement. The parties will meet promptly....on these matters and seventy-five (75) days after the initial notice the No Strike provision found in this Agreement may be suspended by the Union if the Union files a proper 8g notice giving no less than ten (10) days' notice of its intent to strike.

SECTION 33. FINANCIAL ADVERSITY

If, during the life of this Agreement, the Hospital is seriously and adversely affected by Medi-Cal, Medicare, and/or private pay patient legislation, regulations, and/or reimbursement policies, the Union agrees to meet with the Hospital to discuss ways in which such financial adversity can be met and what modifications and deferrals may be made, subject to mutual agreement.

SECTION 34. TANDEM BENEFITS

During the term of this Agreement any change in health care benefits from negotiations with California Nurses Association or United Healthcare Workers West (formerly known as SEIU Local 250 and Hospital & Institutional Workers, Local 250) will be automatically extended to the employees under this Memorandum of Understanding (MOU), effective when extended to both groups.

Any reduction in benefits under Section 17, Health Program and Section 21, Benefits for Part-Time and Short Hour Employees, negotiated with both California Nurses Association and United Healthcare Workers West will be withdrawn from the employees working under this MOU. The effective date of any change under this Agreement shall be the same as for employees under the California Nurses Association and Hospital and United Healthcare Workers West Agreement, but in no event retroactive beyond February 1st of any year.

SECTION 35. UNION VISITATION RIGHTS

The Hospital shall allow representatives of the Union to visit the Hospital at all reasonable times to ascertain whether or not the Contract is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to the Hospital, and the Union Representative shall register in the Personnel Office of the Hospital of such visits before or at the time of entering the Hospital.

SECTION 36. HEALTH & SAFETY

The Employer shall make every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees. All work performed will be in compliance with all safety standards and OSHA regulations.

Orientation: The Employer agrees to provide an initial orientation to all newly hired employees and retraining of all employees on health and safety precautions including the transmission of the HIV virus and its protection.

SECTION 37. NON-PERFORMANCE OF STRUCK WORK

The Employer agrees not to require employees to perform any work received from, or destined for another employer whose employees are locked out or on a strike authorized by Office & Professional Employees International Union, Local 29, AFL-CIO under circumstances which make the employer an ally of such other employer and such work shall not be within the scope of employment of employees covered by this Agreement, provided that no employee covered hereby shall refuse to perform such work until after 24 hours notice has been given to the employer by the Union that a lockout exists or that a strike has been authorized against such employer.

This provision does not apply to any work the Hospital performs for a Hospital patient even if that patient otherwise would have been treated at a struck hospital.

SECTION 38. TERM OF AGREEMENT

This Agreement will remain in full force and effect without change, addition or amendment from April 1, 2020 through March 31, 2024. Thereafter the contract shall be automatically renewed from year to year unless either party serves notice in writing on the other party of its desire to change, amend or terminate the contract at least ninety (90) days prior to March 31, 2024, or any subsequent February 1 during which the contract is in force.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, ratify this Agreement by fixing their signatures below this _____ day of _____, 20__.