

MEMORANDUM

OF

UNDERSTANDING

Alameda County Management Employees Association
(General Management, Senior Management, and Confidential Representation Unit) and

Alameda Health System

July 1, 2021 - June 30, 2025

2021 - 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
AND
ALAMEDA HEALTH SYSTEM

THIS MEMORANDUM OF UNDERSTANDING is entered into by Alameda Health System, hereafter designated as "AHS", and Alameda County Management Employees Association, a non-profit mutual benefit corporation, hereafter designated as "ACMEA," as a recommendation to the Board of Trustees of AHS of those conditions of employment which are to be in effect during the period July 1, 2021 through June 30, 2025 for those employees working in representation units referred to in Section 1., hereof.

SECTION 1. RECOGNITION

AHS recognizes ACMEA as the exclusive bargaining representative for the following employees:

All full-time and part-time employees in classifications included in the General Government Unit, and all employees in classifications included in the Confidential and Senior Units as specifically enumerated in Appendix "A" attached hereto. Appendix B contains titles unrepresented as of the date this agreement was signed. AHS agrees not to oppose any petition to represent ACMEA submits showing a majority of incumbents' signatures in that particular title. AHS will then recognize ACMEA as the exclusive representative for the employees in that title.

ACMEA agrees, during the term of this agreement and until a successor agreement is negotiated and signed, that it will not seek, nor accept authorizations for representation from unrepresented classifications of employees at the level of Director or above. Additionally, ACMEA agrees neither to seek, nor accept petitions for representation from employees in the following classifications or Departments, as the case may be:

1. All employees in Human Resources
2. All employees in Financial Planning
3. Comptroller
4. Payroll Manager
5. Employees working in Quality except in the classifications of Quality Coordinator and Secretary II.
6. Employees working in Internal Audit
7. Executive Suite Assistants

ACMEA additionally agrees that AHS has the right not to recognize, nor to accrete to the bargaining unit such classifications as it may create in the future which have as their specified duties the making of labor relations decisions not specific to the department in which the classification is employed, those that have confidential access to labor relations strategy to be employed by AHS and/or those that manager or supervise ACMEA represented employees in the ACMEA Senior Management Representation Unit. If an incumbent ACMEA represented employee is given a new, unused or an existing, unused title as a

result of reclassification and not through the posting process and that new title does not fall into the exceptions from the unit listed in this MOU, the new title will be presumed to be ACMEA represented as well.

AHS will provide a list of new hires and wages in classifications that fall within the generally agreed to scope of representation of ACMEA. ACMEA may also ask for job descriptions for titles in which it has an interest.

AHS shall notice ACMEA of any newly created job classifications and representatives of AHS and ACMEA shall meet for the purpose of assigning any newly created classifications to the appropriate bargaining units. Such placement shall be based on the above caveats and by mutual agreement. In the event the parties are unable to agree which bargaining unit a newly created classification would be placed or disagree on the applicability to the new position of the above caveats, the parties shall seek to resolve the dispute through the services of the State Mediation and Conciliation Service. In the event that the dispute remains unresolved, or if a party to the dispute other than AHS or ACMEA refuses to participate in efforts to resolve the dispute with State Mediation and Conciliation Service, an arbitrator shall be agreed upon by all parties to the disagreement to decide the matter. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. 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 reasonable 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. AHS 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 and federal or state law, including, but not limited to, the Meyers-Milias-Brown Act.

SECTION 3. NO DISCRIMINATION

A. DISCRIMINATION PROHIBITED.

No employee or applicant for employment shall be discriminated against by AHS or ACMEA because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation and, to the extent prohibited by law, no employee shall be discriminated against because of age, sex, physical disability, mental or psychological disabilities. Nor shall there be any discriminatory harassment or disparate treatment in violation of any law.

B. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.

Consistent with the law, neither AHS nor ACMEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

C. WHISTLEBLOWING/RETALIATION.

AHS will comply with all applicable federal, state and local legislation that protects employees who disclose information concerning their employment or any aspect of the workplace.

SECTION 4. ASSOCIATION SECURITY

A. **NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA, AHS shall notify such person(s) that ACMEA is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by ACMEA for the sole purpose of joining ACMEA and effecting payroll dues deductions.

B. **NOTICE TO RECOGNIZED ASSOCIATION.** AHS shall post within the employee work or rest area a notice which sets forth the classifications which each representation unit referred to in Section 1 hereof and the name and address of ACMEA. AHS shall also give a written notice to ACMEA containing the names and addresses of all persons newly employed within the representation units within thirty calendar days from the beginning of their employment.

C. **MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1 hereof who are members of ACMEA on the date upon which this Memorandum of Understanding is executed or who become members of ACMEA during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.

D. **REVOCAION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for

ACMEA dues as provided above shall proceed as follows. Said employee shall, during the month of July, forward a written request to the Chief of Human Resources setting forth his/her desire to revoke said authorization. The Chief of Human Resources shall promptly forward a copy of said letter to ACMEA. No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to ACMEA.

Failure to timely notify the Chief of Human Resources shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Department to a place or person designated by the Chief of Human resources and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by AHS of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.

- E. **PAYROLL DEDUCTIONS AND PAYOVER.** AHS shall deduct ACMEA dues from employees' pay in represented classifications in conformity with State regulations. AHS shall promptly pay over to the designated payee all sums so deducted. Employee may authorize dues for the organization certified as the recognized employee organization of the units to which employees are assigned.
- F. **HOLD HARMLESS.** ACMEA shall indemnify and hold AHS and its Directors, Employees and Agents harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved ACMEA insurance programs, or from complying with any demand for termination hereunder.
- G. **EMPLOYEE INFORMATION.** On an annual basis, AHS shall provide the ACMEA with a list of all ACMEA represented employees with home address, work location, e-mail address, work telephone, and other relevant, available data.

SECTION 5. ASSOCIATION BULLETIN BOARD: MEETINGS: ACCESS TO EMPLOYEES

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Department Heads for use by ACMEA to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the 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. **JOB CONTACTS.** Any authorized representative of ACMEA shall have the right to contact individual employees working within the representation units represented by their 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 judgement, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall have the right to make other

arrangements for a contact location removed from the work area.

For purposes of this Memorandum of Understanding, "authorized representative of ACMEA" is defined as a paid employee of ACMEA and not an AHS employee.

- C. **MEETINGS.** Meetings of a representative of ACMEA and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 34 hereof. The Department Head may, upon 48 hours prior notice, allow meetings of a representative of ACMEA and a group of employees in AHS facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal ACMEA business.
- D. **EMPLOYEE ORIENTATION.** The Association will prepare membership packets for Human Resources to be given to those employees who become covered by this Memorandum of Understanding. ACMEA will be allowed to have up to a 30-minute portion at a mutually agreed upon time during new employee orientation to meet with employees hired into ACMEA represented classifications.

SECTION 6. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION

- A. Five (5) employee representatives of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of the Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions. One (1) representative may be released to attend grievance meetings.
- B. **LIMITATION OF TIME OFF.** AHS recognizes the right of ACMEA to appoint Association Representatives to assist in the representation of members. Such representation shall include grievances and discipline. Given the nature of management responsibilities, these Association Representatives shall integrate these duties within their expected responsibilities.

SECTION 7. LEAVES OF ABSENCE

- A. **LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereafter 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 hereafter provided.
- C. **MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified by law. The employee must present to the supervisor a copy of his/her military orders,

which specify the dates and duration of such leave.

If such employee shall have been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave, which may be granted during a fiscal year, is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
5. Consistent with the law, an employee's seniority shall continue to accrue during periods spent on military leave.

D. **TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Department Head may grant an employee a leave of absence without pay from his position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.

E. **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 such leave of absence shall not exceed a period of one year.

F. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An AHS employee, who is assigned to a special project, including temporary appointments to another government 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. At the end of such leave, AHS will return the employee to his/her old position or a similar position in that title at the appropriate pay rate.

G. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties for AHS but who is nevertheless capable of performing other work or duties for an employer other than AHS may, within the discretion of the Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

H. **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. Such an employee may elect to take accrued PTO, compensating time off or extended sick leave after the first five working days during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work less than the full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to PTO and then extended sick leave with pay accumulated pursuant to Sections 8 and 9 of this Memorandum. Reinstatement subsequent to maternity leave of absence shall be to the same classification from which leave was taken, and the Department Manager shall make his/her best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Department Manager has used his/her best effort herein shall not be subject to the grievance procedure.

I. **PATERNITY/ADOPTIVE LEAVE.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Department Manager. Such an employee may elect to take accrued PTO or compensating time off during the period of paternity/adoptive leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of extended sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in subsection 10. G. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Department Manager shall make his/her best effort to return such 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 the Department Manager has made his/her best effort herein shall not be subject to the grievance procedure.

J. **VOLUNTARY TIME OFF.**

1. **Approval of VTO.** An employee may request voluntary time off ("VTO"). VTO must be approved in advance and the granting of such VTO shall be within the sole discretion of AHS and its denial shall not be subject to the Grievance Procedure in Section 41. VTO shall not be granted if:

- a. It is intended to be a substitute for sick leave;
- b. The employee works elsewhere during the VTO;
- c. The employee is within the probation period.

K. **EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.

I. **PAID FAMILY LEAVE.** 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. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

SECTION 8. HOLIDAYS

A. HOLIDAYS DEFINED.

Paid holidays shall be:

January 1st

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

Third Monday in February - Presidents' Day

Last Monday in May - Memorial Day

July 4th

First Monday in September - Labor Day

November 11th - Veterans' Day

Thanksgiving

Day After Thanksgiving

December 25th

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 the Board of Trustees.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this Memorandum.

B. **FLOATING HOLIDAY.** Each employee hired prior to January 1 of each fiscal year shall be entitled to two floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Department Head and taken within the fiscal year. Employees hired after April 1st shall be entitled to one holiday for the fiscal year in which the employee was hired. Less than full-time employees shall be entitled to prorated floating holidays based upon a pro-ration of the hours the employee is regularly scheduled to work.

C. **NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 8. D., hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

D. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.** For employees, except as specified below:

In the event that January 1; July 4; November 11, known as "Veterans Day"; or December 25, 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 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.

- E. When December 25, January 1, or July 4 occur 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, the New Year's holiday on January 1 and July 4 on the actual day.
- F. Non-exempt employees who are required to work on a holiday will be granted an in-lieu day off or be paid for the in-lieu day at their normal rate of pay.

SECTION 9. PAID TIME OFF

Employees in the service of AHS shall accrue Paid Time Off as specified below. Paid Time Off 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 Paid Time Off period. An employee who is regularly scheduled to work less than the regular workweek for the job classification shall accrue Paid Time Off leave accordingly. Paid Time Off accrual shall be prorated each pay period based upon a pro-ration of the hours worked within that pay period to the regular full-time pay period for the job classification.

A. PAID TIME OFF ACCRUAL.

PTO ACCRUAL RATES FOR EXEMPT EMPLOYEES:

Years of Service	Years of Service in Hours	PTO Days
Year 1	Less than 2081 hours	26
Years 1 + -5	2081 + hours	31
Years 5-10	10401 + hours	36
Years 10-20	20801 + hours	41
Years 20 +	41601 + hours	43

PTO ACCRUAL RATES FOR NON- EXEMPT EMPLOYEES:

Years of Service	Years of Service in Hours	PTO Days
Years 1 -4	Less than 8321 hours	25
Years 4+ - 10	8321 + hours	31
Years 11-19	22881 + hours	36
Years 20+	41601 + hours	40

Non-exempt employees will be charged PTO in hours; exempt employees will only be charged PTO in full days.

B. CASH PAYMENT IN LIEU OF PAID TIME OFF LEAVE.

1. **Cash-out on Termination.** An employee who leaves AHS service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused Paid Time Off accrued to the date of his/her separation. The cap below in Section D in the third column applies to PTO credit for pension purposes.
2. **Paid Time Off Sell-Back.** An employee may receive equivalent cash payment for up to 50% of his/her annual Paid Time Off entitlement per fiscal year. This benefit shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, an employee may have accrued Paid Time Off leave credited against his/her transition pay obligation to AHS.

C. LIMITATION ON UNUSED PAID TIME OFF LEAVE BALANCES. Maximum Paid Time Off leave balances in any pay period shall be as follows:

ACERA will make the determination of the Annual Maximum Balance for Pension Purposes upon Retirement.

Exempt Annual PTO Accrual Rate	Exempt Maximum Balance in a Pay Period	Non-Exempt Annual PTO Accrual Rate	Non-Exempt Maximum Balance in a Pay Period
26 days	41 days	25 days	38 days
31 days	48 days	30 days	45 days
38 days	56 days	35 days	53 days
43 days	63 days	40 days	60 days

D. DATE WHEN PTO TIME OFF CREDIT STARTS. Paid Time Off credit shall begin on the first day of employment.

E. USE OF PREVIOUSLY ACCRUED VACATION/PAID TIME OFF. 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.

F. No employee will accrue Paid Time Off after reaching the cap until such time as balances drop below the cap. The Department Manager or designee shall make every reasonable effort to accommodate written Paid Time Off leave requests submitted by employees which state that the purpose of such request is to reduce accrued PTO leave balances to avoid reaching the Paid

Time Off cap.

- G. **MAXIMUM PTO LEAVE.** An employee may take Paid Time Off in excess of his/her annual accrual provided that the employee has sufficient time accrued and the time is approved in advance by the immediate supervisor or manager.
- H. **DEFINITION.** For the purpose of this Section, "working day" shall mean any day upon which an employee would regularly be required to work.
- I. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** If an employee with less than ten years of uninterrupted service goes on an authorized paid or unpaid leave of absence, is laid off, or is otherwise not employed by AHS returns to employment within two years, time prior to the absence or terminated status shall count for the total years of service to determine the PTO accrual rate. Time during the absence or terminated status shall not count for this purpose.
- J. **WHEN PAID TIME OFF MAY BE TAKEN.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for Paid Time Off leave.
- K. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular Paid Time Off allowance for personal leave.

Except in cases of an emergency, an employee, prior to taking personal leave shall notify their Department Head in advance. The Department Head shall not deny a request for this leave except for reasons critical to the operation of the department.

- L. **RATE OF PAID TIME OFF PAY.** Compensation during Paid Time Off shall be at the rate of compensation as set forth for each classification in Appendix "A" which such employee would have been entitled to receive, including premium pay, while in active service during such Paid Time Off period.
- M. **PAID TIME OFF TRANSFER.** Married couples, domestic partners, parents and children employed by AHS, may elect to transfer up to five days of their accrued Paid Time Off leave balances to their spouse, domestic partner (see Appendix C), child or parent per each event of maternity, paternity and adoption.
- N. All currently unrepresented employees who are now in the Paid Time Off plan will keep that plan until represented by ACMEA pursuant to Section 1 Recognition.

SECTION 10. EXTENDED SICK LEAVE AND EMERGENCY PAID TIME OFF

- A. **EMERGENCY PAID TIME OFF DEFINED.** As used in this section, "Emergency Paid Time Off" means non pre-approved 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) a personal emergency that requires an absence from work; and (iii), as defined in Section 9.F. 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. Non-exempt employees will be charged PTO in hours; exempt employees will only be charged PTO in full days.

B. **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.

C. **SICKNESS OR INJURY IN COURSE OF EMPLOYMENT/INDUSTRIAL SUPPLEMENTAL LEAVE.** 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. Such employees shall be entitled to receive Industrial Supplemental sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the different between 70% of his/her normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. In no case shall the employee receive greater than the net regular or base salary (as defined above) received at the time of the injury. The period shall not exceed one hundred eighty (180) calendar days from the date of sickness or injury resulting in the incapacity. Following one hundred eighty (180) calendar days, cumulative PTO for the first five continuous work days and then extended sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 70% of salary. Net regular or base salary shall be defined as the average of the preceding four (4) pay periods.
- b. In the event that the period of the incapacity exceeds 21 calendar days, the employee so incapacitated shall be granted Industrial Supplemental sick 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 21 calendar days, the employee so incapacitated will be eligible to receive cumulative Emergency Paid Time Off pay, or any other accrued paid leave for scheduled work days as provided in subsection 14.D. hereof, for the first three work days of such incapacity.

D. **EXTENDED SICK LEAVE PLAN.**

1. **Accumulation of Extended Sick Leave for Full-Time Employees.** Each employee shall accumulate extended sick leave with pay entitlement at the rate of .154 workday for each full biweekly pay period on paid status (four days per year). The Department Head shall grant to such an employee, incapacitated by injuries or sickness, extended sick leave with pay, but not in excess of his accumulated unused extended sick leave with pay entitlement and only after the employee has been out sick or the employee has been caring for an ill family member (see Subsection F. below) for more than five

consecutive workdays. An employee's accrued sick leave on the date of implementation (pay period seven of 2011 beginning March 6, 2011) of the PTO plan will transfer to the Extended Sick Leave bank. Employees on approved Workers Compensation and FMLA, may use extended sick leave from the first day out. This does not apply to intermittent FMLA.

2. **Accumulation of Extended Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work less than the full time 40 hour work week base shall accrue extended sick leave pursuant to Section 10.D.1 above, except that the extended sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base.

E. **CONVERSION OF PTO TO EXTENDED SICK LEAVE.** Employees may convert PTO days to Extended Sick Leave days on a day for day basis.

F. **MEDICAL REPORT.** The Department Head, as a condition of granting any kind of medical leave with pay whether PTO, Emergency PTO or extended sick leave, may require medical evidence of sickness or injury acceptable to the Department.

G. **FAMILY SICK LEAVE.**

Emergency Leave --Sickness in Immediate Family. Leave of absence with pay because of sickness or injury in the immediate family of an employee in AHS service shall be granted by the Department Head for up to 10 days per calendar year to care for immediate family member 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 employee would be authorized for PTO or extended sick leave in Sections 9 and 10. Time taken for leave of absence under the provisions of this subsection shall be deducted from the Paid Time Off and extended sick leave allowable for such person. For the purpose of this subsection, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix C or a copy of the California State Affidavit of Domestic Partnership), son, stepson, daughter, stepdaughter, foster parent, foster child, grandparents, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, and father-in-law.

H. **DEATH IN THE IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of a person in AHS service may be granted by the Department Head for a period of up to five days. For purposes of this subsection, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix C or a copy of the California State Affidavit of Domestic Partnership), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, 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, sister, brother-in-law, or sister-in-law.

Entitlement to leave of absence under this subsection 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.

- I. **PTO OR EXTENDED SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period 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 sick leave.

SECTION 11. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the AHS Human Resources Department.
2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification, which includes diagnosis and prognosis, must be provided by the recipient employee.
4. A recipient employee is eligible to receive up to one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments for full-time employees and in increments equal to half a full-time shift for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation

shall be at AHS's sole discretion and shall be final and non-grievable.

10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves which must be used first, not to exceed 100% of the employee's gross salary.

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

- A. **COMPENSATION.** Compensation for any employee regularly scheduled to work less than the regular work week shall be prorated within a pay period in which leave is granted, based upon a pro-ration of the hours which would have been worked during the pay period but for the leave to the regular full-time pay period for the job classification.
- B. **AFTERNOON/EVENING, SATURDAY/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 a schedule which includes working Saturday and Sunday, who serves on jury duty on his/her entire two (2) scheduled days off during the previous Monday through Friday, shall be allowed the option to contact his/her supervisor and schedule his/her next regular work day as vacation or compensatory time.
- C. **TRAVEL TIME.** Paid leave shall be granted to permit an employee to travel between the workplace and the court, while serving on jury duty or in answer to a subpoena as a witness.
- D. **STANDBY JURY DUTY.** Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that AHS may adjust an employee's work assignment to permit the employee to apply for standby duty.
- E. **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 rate of pay for all hours served as a witness on behalf of AHS.
- F. **FEES PAYABLE TO AHS.** Any jury or witness fee awarded to such person, less reimbursement for mileage or parking with receipts, shall be made payable to AHS.

SECTION 13. PAID LEAVE

- A. **Paid Education Leave** ("Education Leave")
 1. **Eligibility.** ACMEA represented Employees who are regular full-time or part-time with more than three (3) months of continuous service are eligible for paid

educational leave.

2. In the event that the State of California requires continuing education for any other classification represented by ACMEA, AHS agrees to meet and confer regarding the inclusion of additional classifications to the above list.

B. **Amount of Educational Leave.** Eligible employees shall receive up to twenty-four (24) hours of Educational Leave annually, prorated for part-time employees. Payment for such Education Leave shall be at the employee's straight time hourly rate. AHS may substitute on an hour-for-hour basis accredited mandated training offered by AHS.

C. **Approval.** AHS will consider applications for Educational Leave provided:

1. The courses, workshops or seminars related to the employee's profession or certification in an area of practice within AHS and there is a direct benefit to the employee in maintaining or improving his/her skills in his/her current position; and
2. The employee provides a copy of the continuing education certificate, or verification of attendance for such courses, workshops or seminars prior to payment for Education Leave; and
3. Such Education Leave does not unreasonably interfere with staffing requirements or patient care; and
4. A written request is received at least four (4) weeks prior to the commencement of the class for which the Education Leave is to be taken.

D. All Registered Nurses shall accrue 48 hours of Educational Leave per calendar year. Part-time Registered Nurses will earn a pro-rated share of 48 hours per calendar year.

E. An employee may elect to utilize all or part of the 48 hours for home study. The home study course must meet the following and all other criteria established for paid Education Leave.

1. All home study must be approved prior to starting the course.
2. The course announcement must accompany the request for approval.
3. Employees will receive payment for Education Leave upon presentation of proof of completion of a course.
4. For calculation of time, one (1) continuing education contact hour will be equal to one (1) hour of Education Leave.
5. Home study time will not be counted for overtime purposes.

F. All education leave is release time from scheduled hours; it is not meant to be extra pay so education taken on non-scheduled hours will not be paid. However, if the education is on a regularly scheduled day off, the employee can take an alternate work day off during that week

charging their education leave. All such arrangements must be approved in advance when the course is approved.

SECTION 14. HOURS OF WORK AND REST PERIODS

- A. **HOURS OF WORK.** For all non-exempt classifications covered by this MOU, hours of work in the regular workweek shall consist of twenty-four (24), thirty-six (36) or forty (40) hours. For exempt classifications covered by this MOU hours of work in a regular work week shall be forty (40) hours, however, exempt classifications may at times be required to work additional hours beyond their regular workweek.
- B. **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, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefore. No wage deduction shall be made, nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is not an obligation upon AHS to provide facilities for refreshments during the rest periods, or for procurement thereof.
- C. **REQUIRED EQUIPMENT.** Employees are expected to be at their individual workstations with required equipment in operable condition at the scheduled shift starting time.

SECTION 15. OVERTIME FOR NON-EXEMPT EMPLOYEES

- A. Work for AHS by a non-exempt employee at times other than and over and above those for which the employee is regularly scheduled shall be approved in advance in writing by the manager, or in cases of unanticipated emergency, shall be approved by the manager, after such emergency work is performed. No non-exempt employee shall perform overtime work unless such overtime work has been approved by his/her manager or designee. Overtime will only be offered after extra shifts or hours have been offered to eligible employees on a straight time basis.
- B. Non-exempt employees shall be compensated at time and one-half (1 1/2) the regular rate for all hours worked, not paid for, in excess of forty (40) hours in the work week. A week is defined as Sunday through Saturday.
- C. For the purpose of this section, the base hourly rate shall be the hourly rate as set forth for each classification in Appendix E.
- D. For purposes of this section, the regular rate shall be defined under the Fair Labor Standards Act ("FLSA") and, consistent with the FLSA, shall include additional compensation and other premiums and differentials applicable to specific classifications.

SECTION 16. WAGES (See Appendix E)

- A. AHS has the ability to hire Service as Needed (SAN) employees in any of the classifications represented by ACMEA as long as the recruitment for each vacancy has been open and recruited for, and not filled internally for the first ninety (90) days. SAN's must be paid at least one percent (1%) above step 3 of the scale for titles with steps or one percent (1%) above the mid-point for deep class titles. SAN's are not entitled to any benefits or leave accruals pursuant to this MOU.
- B. All ACMEA represented classifications will receive a three percent (3%) base salary increase retroactive to the first pay period following July 1, 2021. The retroactive payment will be made within 60 days of ratification by both parties. To qualify for the retro payment, an employee must be employed in an ACMEA represented classification on the date payment is made.

Effective the first full pay period following July 1, 2022, all ACMEA represented classifications will receive a three percent (3%) base salary increase.

Effective the first full pay period following July 1, 2023, all ACMEA represented classifications will receive a three percent (3%) base salary increase.

Effective the first full pay period following July 1, 2024, all ACMEA represented classifications will receive a three percent (3%) base salary increase.

- C. Effective retroactive to the first full pay period following July 1, 2021 employees listed in appendix XX shall receive an additional five percent (5%) compaction rate adjustment to their base salaries. The retroactive payment will be made within 60 days of ratification by both parties. To qualify for the retro payment, an employee must be employed in an ACMEA represented classification on the date payment is made.
1. ACMEA represented Supervisors and Managers may request a salary review if the compaction rate difference in salary between themselves and an employee they manage or supervise is less than 5% (8% for CNIV & CNV). The compaction rate standard shall be that no ACMEA represented classifications shall earn a base rate less than five percent (5%) more than the rate of the highest paid classification supervised by that Manager or Supervisor. The comparison shall be made between the top ACMEA step and the top step or salary range of the highest paid supervised classification. The comparison shall be on base rate only and shall exclude extra and premium pay such as differentials and overtime. The wage rate of the ACMEA classification will be adjusted to reflect the 5% supervisory adjustment. CNII and CNIII and any other RN titles are excluded from the definition of the "highest paid employee" for the purposes of this clause. Supervisor and Manager classifications entitled to a wage increase due to compaction are those who are the supervisor of record within the HRIS data system.
 2.
 - a. Time between steps remain as in current contract from steps 1 to 7; above step 7, employee must work the equivalent of 52 pay periods to move to the next step. Movement will only happen if the CNIV has an overall rating of partially satisfies the requirements or above on the employees most recent performance evaluation.

- b. Deep Class title ranges in Appendix E reflect the current highest salary of any incumbent in said title ranges including any additional increase(s) effective the first pay period following July 1, 2021, of this Memorandum of Understanding and are the ranges to be used for recruitment and promotion purposes. Any increases over the maximum of the range will be presumed by the parties to have increased the top range of the classification for that individual and not to be taken as range increases for the purposes of recruitment and promotion. The increased ranges will be published in the next negotiated contract. If the parties mutually agree they can meet and confer over specific range changes during the term of this contract. The pay range ratified and published in the successor agreement will reflect the current highest salary of any incumbent in that classification.

SECTION 17. 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 (1st) 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 (1st) or second (2nd) 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 (3rd) or fourth (4th) step, he/she shall advance to the next step.

In classifications with seven (7) salary steps, progression shall be as follows: after an employee completes the equivalent of one hundred four (104) full-time biweekly pay periods of continuous service in the same classification at the fifth (5th) step, he/she shall advance to the next step; after an employee completes the equivalent of fifty-two (52) full-time biweekly pay periods of continuous service in the same classification at the sixth (6th) step, he/she shall advance to the next step.

- B. Effective July 1, 2007, persons employed as Infection Preventionist or Quality Coordinators, shall advance through their respective wage scales as follows:

Step 1 to Step 2	Six (6) months	Thirteen (13) biweekly pay periods
Step 2 to Step 3	Six (6) months	Thirteen (13) biweekly pay periods
Step 3 to Step 4	One (1) year	Twenty-six (26) biweekly pay periods
Step 4 to Step 5	Two (2) years	Twenty-six (26) biweekly pay periods
Step 5 to Step 6	Two (2) years	Fifty-Two (52) biweekly pay periods
Step 6 to Step 7	Five (5) years	Fifty-Two (52) biweekly pay periods

Step 7 to Step 8	Five (5) years	One hundred thirty (130) biweekly pay periods
Step 8 to Step 9	Five (5) years	One hundred thirty (130) biweekly pay periods
Step 9 to Longevity	Seven (7) years	One hundred eighty two (182) biweekly pay periods

- C. **DATE OF STEP INCREASES.** The effective date of a step increase shall always be the first (1st) day of a biweekly pay period. If the employee completes the hours stated in Subsection A during the first five (5) calendar days of a pay period, excluding holidays, the advancement shall be effective on the first (1st) day of that pay period; otherwise, the anniversary date shall be the first (1st) day of the succeeding biweekly pay period.
- D. **APPOINTMENT ABOVE THE FIRST STEP.** Where a classification step schedule begins at step two (2), three (3), or four (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 may be made at any step, provided the request has been authorized by the AHS Human Resources Department.
- E. **CLASSIFICATIONS WITHOUT STEPS.** A recommendation for initial placement will be made by the Department Head subject to the approval of the AHS Human Resources Department. Persons occupying classifications with a salary range in lieu of salary steps shall automatically advance a minimum of two and one-half percent (2.5%) in the salary range on their anniversary date (same timeline of advancement as step advancement above) subject to a rating of partially satisfies therequirements or above on their most recent performance evaluation
- F. **PAY FOR 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 a reduction in 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 three percent (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 five percent (5%), the length of time required to be served in the new salary step as provided in Subsection A shall be reduced by one-half (1/2). Thereafter, the employee shall advance in the schedule in accordance with Subsection A.

G. **EFFECT OF ABSENCE 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. Absences on authorized leave with pay and absence on military leave.

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

SECTION 18. BILINGUAL PAY

- A. **POSITIONS DESIGNATED BILINGUAL.** 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 \$30.00 per pay period. A person occupying such a position and having proficiency in three or more languages shall receive \$35.00 per pay period provided that such a person is required to utilize such additional languages in the course of his/her duties for AHS.
- B. **BILINGUAL PAY FOR SERVICES REQUESTED.** An employee who has taken and passed a bilingual proficiency test coordinated by the AHS Human Resources Department and administered by a person who has been certified as bilingual proficient (including sign language for the deaf) shall be compensated \$30.00 in any pay period in which the employee is directed by the Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and AHS's determination as to an employee's bilingual competency shall not be subject to the grievance procedure. Employees who are currently receiving bilingual pay under paragraph A of this section because they occupy a designated bilingual position are not eligible for compensation under this paragraph.

SECTION 19. ON-CALL AND DIFFERENTIALS

A. ON-CALL AND CALL-BACK WHEN ONCALL

Employees in Clinical Nurse IV positions shall be compensated at 50% of the employee's hourly rate for on-call duty when assigned to operating and delivery room work. If such an employee is called to work when on-call, he/she shall be compensated at time and one half of the employee's hourly rate. All non-exempt ACMEA represented classifications who are designated or required to be in an on-call status shall be compensated a minimum of two (2) hours at their regular rate of pay for each day designated or required to be in an on-call status. All exempt ACMEA represented classifications who are called back and must report to their work location will be allowed, based on operational needs, to flex their schedule for an equal amount of hours call-back duties were performed.

B. WEEKEND SHIFT DIFFERENTIALS

Employees occupying the positions of Clinical Nurse IV and Clinical Nurse V shall receive a differential of 20% based on their hourly rate when assigned a majority of a shift to a twenty-four (24) hour unit and work in excess of two (2) daily weekend shifts in a consecutive two (2)

week calendar within a pay period.

Individual employees may waive this premium payment.

C. SHIFT DIFFERENTIALS

1. **Application.** This subsection shall apply only to employees assigned to work a shift other than day shift.
2. **Definitions.** For the purposes of this Section 19.C the following definitions shall apply to employees scheduled to work shifts of no more than eight hours:
 - a. A "PM Shift" means a scheduled shift in which five eighths of the shift occurs between 4:30 PM and 12:00 AM.
 - b. A "Night Shift" means a scheduled shift in which five eighths of the shift occurs between 11:00 PM and 7:00 AM.
 - c. "Base pay" means the hourly pay rate for each classification as listed in Appendix B.
3. Differentials for CN IV, CN V and for Supervising Clinical Lab Scientists, Supervising Radiology Technicians, and Supervising Respiratory Care Practitioners.
 - a. Employees who work a PM shift shall be paid a differential of 11% calculated on their base pay.
 - b. Employees who work a night shift shall be paid a differential of 15.5% calculated on their base pay.
 - c. Shift differentials for employee employed on alternative shifts in excess of 8 hours shall be compensated in accordance with those arrangements.
4. Differentials for Food Service Supervisors, Housekeeping Supervisors, Medical Social Work Supervisors, and Patient Services Supervisors I & II.
 - a. Employees who work a PM shift shall be paid a differential of seven percent (7%) calculated on their base pay.
 - b. Employees who work a night shift shall be paid a differential of nine percent (9%) calculated on their base pay.

SECTION 20. 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 during open enrollment.

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

- b. 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 19.A.5.

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 in Section 23.A.1 for 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.

AHS's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period, provided the employee is on paid status at least 50% of the regular full-time biweekly pay period.

3. Employee Contributions:

Kaiser High Option Plan	Up to 10%
Freedom of Choice	Up to 10%
Kaiser Mid Plan	Up to 5%
Kaiser Low Option Plan	No Contribution
HSA Independence Plan	No Contribution All

payroll deductions will pre-tax.

4. Employee Contributions for the various plans on offer starting January 1, 2011 will be:

Kaiser and Pacific Care High Option Plan	Up to 10%
Kaiser and Pacific Care Medium Option Plan	Up to 5%
Kaiser Low Option Plan	No Contribution All

payroll deductions will be pre-taxed.

5. The **2021 through 2025** plan years subsidy will be:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$30.00	Kaiser and Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$50,000 to \$75,000	\$20.00	Kaiser and Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$75,000	No Subsidy	

The above subsidy applies to part time employees who are eligible for health and welfare benefits as well; the level of the subsidy is determined by taking the employee's rate and multiplying by 2,080 hours to determine the full time equivalent base salary.

6. Part time employees contribute according to the following scale based on their FTE:

FTE	Employee Contribution-High Option Plan	Employee Contribution-Medium Option Plan
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
0.5	20.00%	10.00%
0.6	18.00%	9.00%
0.7	16.00%	8.00%
0.8	14.00%	7.00%
0.9	12.00%	6.00%
1	10.00%	5.00%

7. **Duplicative Coverage:** This section applies to married AHS employees or employees with domestic partners, as defined in Appendix C, 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 C) both employed by AHS, shall be entitled to one choice from the plan offerings. Starting January 1, 2011, 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.
8. **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.

9. **Open Enrollment:** Eligible employees may choose from among options available during the open enrollment period in the Fall of each year.

B. DENTAL PLANS.

1. Dental Plan Coverage for Full-Time Employees:

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

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 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 before an authorized leave without pay or an employee separation, provided that an employee is on paid status at least one-half of the scheduled hours for the employee's classification in the employee's last biweekly pay period. Therefore, an employee working in a classification normally subject to an 80-hour biweekly pay period must have been in paid status at least 40 hours in the last biweekly pay period.

4. **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.

- b. 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 10th pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

- 5. **Open Enrollment:** Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party, or family).

- C. **CHANGES TO PLAN.** In the event that AHS wishes to explore health and dental plans to be provided through alternate carriers or with modified plan designs, AHS will notify ACMEA of its intent. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.

SECTION 21. DISABILITY INSURANCE BENEFITS

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

- B. **DISABILITY INSURANCE BENEFITS.**

- 1. **Payment of SHI Premiums.**

- a. SDI premiums shall be shared equally by the employee and AHS.
- b. AHS will discontinue any contribution toward the cost of State Disability Insurance when such modification is made for 50% of AHS's workforce.

- 2. **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, floating holiday pay, and/or with the consent of the Department Head, discretionary major medical supplemental paid sick leave, or
- b. **Option 2.** Applying for disability insurance benefits and integrating accrued paid leaves with SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of 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.

3. **Amount of Supplement.** The amount of the supplement provided in subsection 21.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 premium conditions specified in Section 18 or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid 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, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

5. **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, discretionary major medical supplemental paid 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, discretionary major medical supplemental paid 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 19 herein.

6. **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, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 22. GROUP TERM LIFE INSURANCE

Employees shall be provided, at AHS's expense, group term life insurance in the amount of \$25,000, Said coverage being reduced by 35 percent at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with AHS.

SECTION 23. LONG TERM DISABILITY INSURANCE POLICY

A long-term disability insurance policy will be made available for the employees 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 contracts.

SECTION 24. JOB-RELATED EXPENSES REIMBURSEMENT PLAN

Section 24.A. through E. apply only to exempt and certain non-exempt employees (see Section 15.E. for non-exempt eligibility).

- A. **ELIGIBILITY.** AHS encourages employees to be well-trained and informed and encourages the acquisition and use of modern tools and technology for work-related purposes. Each employee who is employed and on paid status in a position covered by this MOU during the last pay period falling wholly within the month of December of any year shall be reimbursed as set forth below for job-related expenses up to the amount specified in Subsection B if the employee was on full-time status during the qualifying pay period, and a prorated lesser allowance if on less than full-time status during the qualifying period or if he/she leaves AHS service or leaves a position covered by this MOU for a position without such designation prior to the end of the calendar year following the qualifying pay period. A person who is hired into a position covered by this MOU after the qualifying pay period shall not be entitled to the job-related expense reimbursement. CN IVs, HIM Coders, and Food Service Supervisors (only for continuing education) are eligible for this benefit regardless of their non-exempt status.
- B. **AMOUNTS AND ALLOCATION.** Each ACMEA represented employee who is employed and on a paid status in a management designated position during the first pay period of any year shall be reimbursed as set forth below for job-related expenses up to \$1,050 represented employee leaves AHS service the biweekly accrual amount will end with the final pay period worked as a management employee.
- C. **USAGE.** Reimbursement may be made for all actual and necessary expenses for job-related (1) training and conferences (2) technical, managerial, or professional publications; (3) tools and technology; and (4) membership dues in professional organizations deemed by the Department Head to be in the interest of AHS, and in civic, fraternal, service and cultural organizations, membership in which is deemed by the Department Head to be of significant importance to AHS in terms of its goals and objectives. For purposes of reimbursement, job-related tools and technology include software not supplied by AHS needed to perform the employee's job. All purchases of laptops and mobile devices must be approved in writing at least two weeks in advance by the employee's Manager, Director or Executive. It is not the intention of the parties to change the practice of what gets approved. In addition, reimbursement may be made under this Section for job required licenses, certification or Federal, State, or Board registration expenses provided that they are approved by the Department Head and are not currently being reimbursed by the Department. Fees for all the licenses issued by the Department of Motor Vehicles are not reimbursable under this section.

Each employee must utilize at least one-third of the annual allocation for education (to complete CE requirements) training and conferences and education to further the employee's knowledge in his/her field.

Any funds that remain at the end of the calendar year shall be placed in a Leadership Development Fund for the exclusive use of ACMEA members. AHS shall direct the allocation of the funds and the training to be provided after consultation with ACMEA.

- D. **CLAIMS.** Claims for reimbursement hereunder shall be submitted to the Department Head who will review and, if approved, forward to Finance for reimbursement to the employee on an accounts payable check. Educational expenses (i.e. seminars, college tuition, etc.) are not subject to tax and should be sent to Accounts Payable for reimbursement. Non-educational expenses (i.e. laptops, etc.) are subject to tax and should be sent to Payroll for reimbursement.

SECTION 25. LABOR MANAGEMENT COMMITTEE

AHS agrees to establish a Labor Management Committee with ACMEA and agrees to meet no less than four times a year to discuss other matters of mutual interest.

SECTION 26. CAFETERIA BENEFIT PLAN

The 2008 Cafeteria Plan contribution of \$1,650 or 79.3 cents per hour, will continue to be added to base salary.

SECTION 27. PENSION PLAN

Pension benefits are provided to AHS employees under the ACERA pension plan (the "ACERA Plan"). AHS agrees to participate in the ACERA plan for the life of this MOU. When the unions representing 50% of core AHS employees plus unrepresented employees (core does not include San Leandro and Alameda Hospitals), agree to change or talk about changing ACERA pension terms, ACMEA will discuss possible changes.

SECTION 28. MILEAGE

- A. **MILEAGE RATES PAYABLE.** Subject to the provisions of this section 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 the Department Head to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her Department Head to use

his/her private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in his/her automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12) per month for any such month.

D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Department Head to use a private automobile on AHS business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of AHS, in a sum not exceeding \$500, 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 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 thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's AHS business destination shall be compensable as provided above.

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

1. **Definitions.**

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

the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.

2. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.

An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

SECTION 29. EFFECT OF LEGALLY MANDATED CHANGES.

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 conditions of employment become effective, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State and Federal mandate does not result in an overall loss of benefits to employees.

SECTION 30. HIRING PRACTICES

A. POSTING VACANCIES.

1. **Posting of Vacancies.** When vacancies occur in ACMEA represented positions, notices of such vacancies shall be posted electronically and at pre-designated locations at Fairmont Hospital, Highland Hospital and John George Hospital for at least seven (7) business days to only eligible ACMEA represented employees. All qualified eligible ACMEA represented applicants who apply during the first seven (7) business days will be interviewed and considered for the vacancy before any external candidate. If after posting the vacancy for seven (7) days, and there are no internal eligible ACMEA represented applicants, the vacancy will then be posted by the Human Resources Department for any AHS internal applicants or external applicants. The bid sheet shall only be completed electronically. The foregoing ninety (90) day limit shall not apply to situations where AHS is filling a position temporarily vacant because of a leave of absence or because no qualified applicant has applied for the position.
2. **Notice to ACMEA.** When vacancies occur in ACMEA represented positions, ACMEA shall have an opportunity to send potential applicants. AHS may employ the applicant who, in its judgment, is the most qualified.

3. **Special Job Requirements.** Special job requirements shall appear on position postings (such as clinical and program requirements, certifications or bilingual proficiency.) If ACMEA reasonably believes the position requirements are being tailored to potentially exclude certain internal candidates, ACMEA may bring such concerns to the attention of AHS to investigate and adjust the requirements accordingly.

- B. **TRANSFER WITHIN CLASSIFICATION.** In the case of a permanent full-time or regular part-time 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. AHS may hire the outside applicant or less senior employee, if the less senior employee or outside applicant is substantially more experienced and/or has substantial training and education in the job duties in question and such that he/she does not require extensive orientation or the more senior employee shall require more than 60 days training and orientation to the new position, or if 20% of the employees in the classification of that Unit, Department or Work Unit do not have adequate experience in the position. If the position is awarded to a less senior employee or an outside applicant, the Chief Human Resources Officer must approve.

In the event AHS involuntarily transfers an employee covered by this MOU it shall state its reasons for the transfer.

- C. **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 within AHS for any openings, before considering other external candidates selected by the Human Resources Department.
- D. **NOTICE OF AWARDING OF A VACANCY.** All ACMEA represented employees who submit a written bid for a posted vacancy shall be informed in writing, by AHS if they have or have not been awarded the vacancy.
- E. **PRE-TAX PARKING.** AHS is committed to establishing 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. The parties mutually agree to continue the implement a pre-tax parking program.

SECTION 31. CLASSIFICATION AND RECLASSIFICATION

- A. AHS shall continue to use the classifications listed in Appendix A of the MOU and agrees that any proposed changes in classifications, 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 ACMEA. In the event the parties reach impasse, ACMEA may appeal the matter to an adjustment panel composed of two (2) representatives of ACMEA, two (2) representatives of AHS and a State mediator agreeable to both parties. The recommendation of the adjustment panel shall be referred to the Human Resources Committee of the AHS Board of Trustees. The decision of the Human Resources Committee shall be final.

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 thirty-five (35) 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. **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 have been specifically assigned in writing by the Department Manager.
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.
3. Compensation for temporary assignment to a higher-level position shall be as follows:
 - a. The service in such position exceeds five (5) days in any twelve (12) month period, and payment shall be retroactive to the first (1st) day of such services in a twelve (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 AHS 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. An 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:

- 1) 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.

Paid leave shall be granted at this higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate. At the end of an out of class assignment, the employee will be returned to his/her permanent title.

Temporary Out-of-Class assignments shall not be changed or rotated amongst employees for the purpose of evading the requirement of providing greater compensation to an employee who would otherwise be eligible for out-of-class pay as provided herein.

- D. Services as Needed (SAN) employees who work regular, repeating schedules in the same position and job for at least six months and who are not working that schedule replacing a permanent employee out on a medical leave or filling in shifts for various absent employees may request a permanent position with an FTE commensurate with the average number of hours worked in said six months.

SECTION 32. SENIORITY

- A. **SENIORITY DEFINED.** "Seniority" means the total length of unbroken service with AHS commencing with the employee's initial date of hire. 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. SAN employees shall have "seniority among themselves" based on hours worked. Upon conversion to a regular fulltime or regular part-time position, a SAN employee will be assigned a date of hire based on hours worked with 173.3 hours worked as a SAN equaling one month of service provided that under no circumstances shall and assigned date of hire be earlier than the employees first day of work at AHS. Hours worked as a SAN shall not serve as accrual of paid benefits unless otherwise provided for in the collective bargaining agreement, or otherwise agreed to by the parties.
- 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 Country hire date for seniority purposes.
- C. **BREAK IN SERVICE.** For the purposes of this Section 30 a "break in service" shall be the following:
 1. A resignation;
 2. Retirement;

3. A termination for cause;
 4. A displacement 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 (6) months.
- E. **TIES IN SENIORITY.** In the case of a tie in seniority between two (2) or more employees, the date the employees submitted their applications will break the tie.

SECTION 33. NOTICE OF LAYOFFS

- A. If AHS is planning a reduction in force that may impact employees covered by this MOU it shall give sixty days written notice to ACMEA. Upon written request by ACMEA, AHS shall meet and confer with ACMEA to review the reasons and necessity for the layoff, consider ACMEA's suggestions regarding alternative and to meet and confer over the impact.
- B. Where practical, AHS shall retain AHS employees in favor of non-AHS employees in those areas affected by a layoff.
- C. AHS agrees that layoffs are done by seniority by title based on total hours worked for AHS and Alameda County when the medical center was under the County; however, the CHRO has discretion to determine whether employees are qualified for positions to which they might have seniority displacement rights. The CHRO's determination can be appealed to the CEO whose decision will be final.
- D. Employees shall be returned from layoff in the order of seniority.
- E. The recall rights of employees represented by ACMEA entitle the employees to be recalled based on seniority, for placement to any vacant position in the same classification held at the time of layoff. An employee who is rehired or recalled into a position in which they held tenure, shall be returned to the same salary step, vacation accrual rate and have their original seniority date adjusted for the period of time when not employed by AHS. Recall rights following a layoff shall continue for two (2) years from the date of layoff.
- F. In addition, employees represented by ACMEA who are laid off are encouraged to apply for current and future vacant positions for which they meet the minimum qualifications. Vacant positions will be posted electronically. Any ACMEA represented employee who meets the minimum qualifications for a posted position and applies will receive an interview with the hiring manager.
Selection will be based on knowledge, skills and ability, reliability and performance as well as pertinent labor agreements, if applicable.
- G. **Severance.**

AHS may, at its discretion, offer senior employees who are in the same class as those being laid off a severance plan:

From 6 months up to 5 years of employment	4 weeks pay of severance
From 5 years up to 10 years of employment	6 weeks pay of severance
From 10 years up to 15 years of employment	9 weeks pay of severance
From 15 years up to 20 years of employment	14 weeks pay of severance
More than 20 years of employment	16 weeks pay of severance

The purpose of the plan and the intent of the parties is to encourage voluntary separations and avoid the layoff of employees who cannot afford to be without their jobs.

The amount will be prorated for time less than the five-year increment.

Employees who take severance are not entitled to rehire rights; however, these former employees may apply for positions under the usual AHS positing and hiring procedure but only after the number of months equivalent to the severance paid has passed starting with the employee's termination date.

ACMEA and AHS will discuss timing of notices and acceptance of severance during the first 30 days of the 60-day period referenced in paragraph A of this section. The intention is that all severance be offered and accepted during the above referenced 60-day period.

ACMEA and AHS can discuss alternative ways of offering severance.

SECTION 34. PROBATIONARY PERIOD

- A. **NEWLY HIRED EMPLOYEES.** Employees newly hired by AHS shall serve a probationary period of six (6) months commencing with their hire date.
- B. **PROMOTION.** If AHS determines that an employee promoted to a position covered by this MOU will not successfully complete probation, the employee may fall back to his/her prior classification though not necessarily his/her prior position if probation was successfully completed in that classification.

When an employee initially appointed "interim," is appointed to the position, the time served as interim will count towards the completion of the probation period in the higher-level position.

- C. **TRANSFERS DURING THE PROBATION PERIOD.** An employee may not transfer to another position within AHS during his/her probation period without the permission of

AHS. Such permission lies within the sole discretion of AHS and is not subject to the Grievance procedure in Section 38. An employee who so transfers shall commence a new probation period.

- D. **GRIEVABILITY OF DISCHARGES OF PROBATIONARY EMPLOYEES.** Any employee serving a probation period may be discharged without recourse to the grievance procedure, except where it is alleged that AHS has violated the provisions of Section 3, No Discrimination.

SECTION 35. EVALUATIONS

- A. **PURPOSE.** The evaluation process is intended to increase efficiency and effectiveness of AHS departments by enhancing employee performance through the following:
1. Improving the employee's understanding of their job and the supervisors' standards for performance and of how these standards are being met.
 2. Encouraging the employee's development in terms of better job performance, greater responsibility, and alignment with goals and objectives to that of AHS.

Evaluations shall not be a substitute for or an initiation of the disciplinary process but may serve to notify an employee that his/her performance or attendance is marginal and may lead to discipline.

B. **TIMING/SCOPE.**

1. AHS shall make best efforts to conduct a performance evaluation for each employee not in a probationary status on an annual basis. Employees in a probationary status, generally, will receive a written evaluation upon completion of thirty (30), sixty (60) and ninety (90) days of employment and then annually thereafter.
2. The written performance evaluation shall cover the period since the last evaluation.
3. The employee's supervisor shall meet with the employee to discuss the employee's performance evaluation in relationship to the job duties and requirements.
4. The employee shall be entitled to add his/her written rebuttal, which will then be filed in the employee's personnel (H.R.) file with the evaluation.
5. Evaluations are not subject to Section 38, Grievance Procedure.

SECTION 36. PERFORMANCE IMPROVEMENT

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

- A. **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.
- B. **Performance Improvement Plan (PIP).** When an employee fails to meet established performance expectations and continues to have deficient areas, the supervisor may schedule a more serious discussion to let the employee know that immediate change is needed, and a written PIP may be developed. Performance expectations should be related to the scope of duties as described within the employee's job specification and align with AHS's mission, goals, vision, objectives, and initiatives. Performance expectations should be measurable and achievable within the amount of time of the improvement plan. Supervisors are expected to actively engage with the employee to set goals, coach, remain open-minded, and provide constructive and evaluative feedback. PIP's should be viewed as a valuable coaching tool that can enhance employee performance, improve morale and customer service through focused and continual improvement activities. PIP's are between the employee and supervisor. 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 37. DISCIPLINE AND DISCHARGE

AHS agrees to the principle of progressive discipline, where appropriate, and to due process as set forth in this Section. It is the intent that disciplinary action be corrective in nature. Services as Needed (SAN) employees serve at the pleasure of AHS, do not have tenure and may be terminated at will. They are not subject to this section nor is a SAN termination subject to Section 37, Grievance Procedure.

- A. All problems employees have are divided into three categories or tracks:
1. **Attendance** - violations of the attendance and other related policies
 2. **Performance**
 - a. **Neglect of duties** - generally knowing how to do the work but just not doing or finishing it.
 - b. **Incompetence** - not knowing how to do work which is reasonably in the job description. Training or retraining should be offered initially.
 3. **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 weeks.

B. **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.

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.
2. **Reminder Two.** This process is the same as Reminder One.
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 the employee does not commit, he/she resigns, is demoted or terminated after a Skelly hearing.
4. **Final Step.** 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.

C. **Appeals**

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

D. **RECOMMENDED TERMINATIONS.** A recommended 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 time frames for responding.

E. **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 the Department Manager or his/her designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. AHS agrees to furnish a copy of any such notice to ACMEA, unless the employee requests otherwise, but failure to receive such notice shall not invalidate such termination.

F. **APPEALS OF WRITTEN REPRIMANDS/WARNINGS.** A written reprimand may be appealed through the Grievance Procedure, Section 38, through the Step 3 level (CEO or designee). Employees may attach a rebuttal to any letter of reprimand/warning to be placed in the employee's personnel file.

G. **APPEAL OF SKELLY DECISION.** ACMEA or the employee shall have ten (10) days after receipt of the written Skelly decision in which to submit a written appeal of the discipline. Any appeal shall be pursued under Section 38, Grievance Procedure, by filing a grievance at the Step 3 level (CEO or designee).

H. **WEINGARTEN RIGHTS.**

1. **Rights Described.** AHS shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter of Weingarten v. NLRB, as modified by the courts and the NLRB.
2. **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.

I. **PERSONNEL FILES.**

1. **Review of Personnel File.** An employee, alone or accompanied by an ACMEA Representative, shall have the right to review his/her personnel file maintained by the Human Resources Department or authorize his/her ACMEA Representative in writing to conduct such a review. Upon presentation of a written authorization signed by the employee, the ACMEA Representative may request a copy of the employee's personnel file. AHS shall provide one copy of the file without charge. AHS may verify any written authorization. ACMEA's access to an employee's personnel file shall be for good cause only. Such inspections shall be arranged in advance with Human Resources. Third party reference material from sources outside AHS shall not be made available to the employee or an ACMEA Representative.

2. **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. Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after two (2) years from the date of the letter or warning, provided AHS has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Department Manager.
- J. The parties agree to meet at the request of one or the other to discuss the DWP process and related matters of concern.

SECTION 38. GRIEVANCE PROCEDURE

- A. **EMPLOYEE GRIEVANCE.** If an employee or ACMEA 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 ACMEA that AHS has violated written AHS/departmental rules or a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.
- B. **MEETING WITH SUPERVISOR.** As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred. This preliminary step shall not apply to ACMEA Grievances under Subsection H.
- C. **STEP 1. SUBMISSION OF WRITTEN GRIEVANCE TO SECTION HEAD*.** If the grievance or complaint is not resolved after meeting with the supervisor, or the supervisor refuses to meet, it shall be set forth in writing and submitted to the Department Manager. The grievance shall state:
 1. The section of the MOU that has been allegedly breached;
 2. The facts upon which it is based;
 3. The remedy that is sought;
 4. The date of the informal meeting with the supervisor.

Within ten (10) calendar days of the written submission, the Section Head, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the employee/ ACMEA of each other's position including the supporting rationale. If the grievance is not settled, within ten (10) calendar days of the Step 1 response either party may request in writing that it be referred to the next step.
- D. **STEP 2. SUBMISSION OF GRIEVANCE TO DIVISION HEAD.** Within ten (10) calendar days of receiving the request, there shall be a Step 2 meeting with the Division

Head, or the Division Head 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 Division Head may conduct. If the grievance is not settled, within ten (10) calendar days of the Step 2 response either party may request in writing that it be referred to the next step.

- E. **STEP 3. MEETING WITH THE CEO.** Within ten (10) calendar days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee. AHS shall provide the Association with its final written response within ten (10) calendar days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) calendar days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.
- F. **STEP 4. ARBITRATION.** AHS and ACMEA 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.
- G. **SELECTION OF ARBITRATION.** The arbitrator shall be selected by mutual agreement between the AHS's Chief of Human Resources or designee, and the employee or his/her representative. If the Chief of Human Resources or designee, and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit: a list of five qualified arbitrators. The Chief of Human Resources or designee and the employee or his/her representative, shall then alternatively strike names from the list until only one name remains, and that person shall serve as arbitrator.
- H. **ASSOCIATION GRIEVANCES.** ACMEA may in its own name file a grievance alleging that AHS has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of AHS. Such ACMEA grievances shall be filed with the Chief Executive Officer and determined pursuant to the provisions of Step 3 of the Grievance Procedure.
- I. **TIME LIMITS.** No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 within sixty (60) calendar days of the date upon which the grievant or ACMEA 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) calendar days of the final Step 3 response. On no account shall any grievances include a claim for money relief for more than sixty (60) calendar 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.
- J. **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.

K. **DISCIPLINARY ACTIONS.** Appeals of disciplinary actions are covered under Section 37.

SECTION 39. AFFIRMATIVE ACTION

Both AHS and ACMEA hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the Affirmative Action Program AHS.

- A. **APPOINTMENT OF COMMITTEE.** ACMEA may appoint a committee consisting of two (2) full-time or less than full-time employees as ACMEA representatives to meet with the Equal Opportunity Programs Manager, provided, however, that the employee shall only be granted paid release for meetings during those hours which the employee would have been regularly scheduled to work.
- B. **MEETINGS.** The Affirmative Action Committee shall meet quarterly, or more frequently by mutual agreement of the parties, at times and places to be decided by the parties.
- C. **RECOMMENDATIONS.** The recommendations and deliberations of said Committee shall be advisory to the AHS including its departments, and personnel.
- D. **GOALS.** The goals and objectives of said Committee shall be the following:
1. Achieve prompt and full utilization of minorities, women, the disabled and older workers at all levels and in all segments of AHS's workforce; and
 2. Modify policies, procedures and practices, which result in discriminatory practices.

SECTION 40. DEPARTMENT HEAD DEFINED

"Department Manager," as used in this Memorandum of Understanding, shall include the Department Manager designee.

SECTION 41. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned workstation, during the life of this Memorandum of Understanding. ACMEA agrees to assist AHS in enforcing the provision of this Section.

SECTION 42. 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 43. ENACTMENT

It is agreed that this MOU shall be submitted to the Alameda Health System Board of Trustees by the Director of Human Resources. Upon approval by the Board, this Memorandum of Understanding shall thereafter become binding on AHS.

SECTION 44. 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, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

SECTION 45. TERM OF AGREEMENT

Except to the extent provided otherwise, 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 30, 2025.

For AHS

For ACMEA

Date _____

Date _____