

MEMORANDUM OF UNDERSTANDING

Between

TAHOE FOREST HOSPITAL DISTRICT  
EMPLOYEES' ASSOCIATION of PROFESSIONALS  
AFSCME Council 57, Local 3254

And the

TAHOE FOREST HOSPITAL DISTRICT  
July 1, 2019 to June 30, 2022

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## **ARTICLE 1- Preamble**

- 1.1. The Tahoe Forest Hospital District, herein referred to as "the District" and the Tahoe Forest Hospital District Employees' Association of Professionals, AFSCME Council 57, Local 3254, herein referred to as "the Union", having met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) have entered into this Memorandum of Understanding.
- 1.2. It is the intent of the parties to set forth the basic agreement covering rates of pay, hours of work and conditions of employment between the parties.

## **ARTICLE 2- Recognition**

- 2.1 The District recognizes the Union as the exclusive representative for employees covered by this Memorandum of Understanding who's Job Titles are listed in Appendix A for the purpose of meeting and conferring with respect to rates of pay, hours and working conditions.

## **ARTICLE 3- Management Rights**

- 3.1 It is acknowledged that the District has, except as otherwise limited by this Agreement and/or applicable law, retained the right to determine the nature and extent of services to be performed as well as the right to determine and implement its public function and responsibility, determine the mission of its constituent departments, manage and control all property, facilities and operations, maintain the efficiency of governmental operations, take all necessary actions to carry out its mission in emergencies, and take such other and further action as may be necessary to organize and operate the District in an efficient and economical manner consistent with the best interests of the public it serves.
- 3.2 It is agreed that the District, except as otherwise limited by this Agreement and/or applicable law, have and retain all of the customary and usual rights, powers, functions, and authority to discharge its obligations including those described within its then-current employer-employee relations ordinance or afforded under the Meyers-Milias-Brown Act, the Local Health Care District Law, or other applicable law.
- 3.3 The parties further agree that, except as otherwise limited by this Agreement, and/or applicable law, the District shall retain the right to hire, evaluate, promote, Layoff, discipline, and discharge, set Work Schedules, make work assignments, and otherwise direct and control its operations consistent with its public purpose. The District may make such reasonable rules and regulations, not in conflict with this Agreement or its obligations to the Union under applicable law, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of its facilities.

## **ARTICLE 4- Employee Rights and Union Rights**

- 4.1 The right of employees to form, join, and participate in the activities of Employee Associations or Employee Organizations of their own choosing for the purpose of representation on all matters of employment relations. (Cal. Govt. Code §3502).
- 4.2 The right of employees to refuse to join or participate in the activities of Employee Associations

or Employee Organizations.

- 4.3 The District and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against employees represented by the Union because of their rights under Section §3502 (Cal. Govt. Code §3506).
- 4.4 Representation: The District agrees to recognize Affiliation Officers and up to ten (10) Designated Stewards as representatives of the Union. Stewards, and any change to the Designated Stewards, shall be identified in advance to the District's Chief Human Resources Officer or designee. The District will allow participation of Steward or representative chosen by an employee when reasonably possible, but meetings between management and any employee shall not be delayed thereby more than is required by applicable law.
- 4.5 Representatives of the Union shall not engage in Union business on work time and shall not engage employees in any conversation regarding Union matters on that employee's work time except as set forth in this Article. Work time does not include break periods, meal times or any other specified periods during the workday when employees are properly not engaged in performing their work tasks. Representatives may, on occasion, have a brief conversation with an employee about work-related problems. Such use of work time shall not be abused.
- 4.6 The Union will be allotted reasonable time, not to exceed thirty (30) minutes during the General Orientation to give information on the Union to new employees, subject to the District's review of the material and scheduling preference.
- 4.7 Reasonable Time Off
- 4.7.1 The District will allow a reasonable number of Union representatives a reasonable amount of time off without loss of compensation or other benefits for time to formally meet and confer with representatives of the District on matters within the Union's scope of representation (up to a maximum of six representatives in MOU bargaining sessions), meet and confer sessions, representing employees in meetings with managers, attendance at personnel/retirement meetings, scheduled meetings with District Administration, and for participation in training programs when the District has requested Union attendance.
- 4.7.2 The District will allow a reasonable number of Union representatives a reasonable amount of time off without loss to compensation or other benefits for time spent testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the California Public Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union.
- 4.8 Quarterly Labor Management Meetings. The Union and District Administration shall meet at least quarterly.
- 4.9 Union Access. The District will not unreasonably deny access to District property to the Union's representatives, including reasonable access by its attorneys and other consultants.
- 4.10 Union Security:
- a) Union membership is not a mandatory condition of employment for any employee covered under this Agreement. However, as provided by Government Code Sections 1157.3 and 1157.12, the District will comply with requests for membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union.
  - b) Payment may be requested by the Union pursuant to an employee's authorization for such

deductions. The District will rely on a certification from the Union that it has and will maintain an authorization for such deductions signed by the affected employee. The Union shall not be required to provide a copy of such authorization to the District unless a dispute arises about the existence or terms of the authorization.

- c) The District shall direct employee requests to cancel or change deductions to the Union. As provided by Government Code Section 1157.3(b), the revocability of such authorizations shall be determined by the terms of the authorizations. The District will rely on information provided by the Union regarding whether deduction authorization was properly cancelled or changed by an employee.
- d) As provided by Government Code Sections 1157.12(a) and (b), the Union shall indemnify the District for any claim made by an employee for deductions made in reliance on the Union's certification that it possesses an employee's deduction authorization or the Union's information regarding whether an employee's authorization had been changed or cancelled.

4.11 Union Business Time: The District shall allow a maximum of eight (8) hours per pay period for use by the Union President or designee without loss of compensation. Such hours shall be excluded from hours worked for overtime purposes. Union business time may be used for any legitimate purpose including training and Union activity, such as interviews with or preparation of represented employees, or other Union activities not covered by paid release time.

4.12 Use of Facilities: Upon request, the District may permit the Union reasonable use of facilities to meet with employees under the same terms and procedures applicable to any other organization's use of District facilities. As with requests by any organization, permission for the use of facilities shall remain in the sole discretion of the District. This Article shall not limit or modify the Union's right to access or meet with represented employees on matters within the scope of its representation.

4.13 Bargaining Unit Information: The District shall provide the Union with the name; Job Title; Department; work location; work, home and personal cellular telephone numbers; personal email address; and home address of each new represented employee within thirty (30) days of hire or by the first pay period of the month following hire. The District shall provide the same information for all represented employees to the Union at least once per thirty (30) days.

4.14 Bulletin Boards: The District shall provide spaces in mutually agreed area(s) for Union bulletin board(s) which will be the only place where Union materials will be posted. Union leadership will be provided with methods of communication with their members. Electronic communication will be made available. A copy of all materials will be submitted to the District's Human Resources Department prior to being posted. The Union agrees that no partisan political material shall be posted except as part of a Union newsletter or similar communications distributed to its members.

## **ARTICLE 5- Definitions**

Definitions - When referred to in the contract, the following definitions apply:

5.1 Date of Hire: The employee's first paid working day as a District employee.

5.2 Continuous Service: The employee's continuous employment by the District less any unpaid absences from work in excess of thirty (30) calendar days.

5.3 Department Member: An employee, who has been hired into a posted position as documented

on a Personnel Action Form, participates in Department meetings and trainings and maintains documented competencies in the Department and has completed initial probationary period.

5.4 Lump Sum: Lump sum payment calculations will be based on wages paid in the calendar year(s) prior to the date of disbursement. Calculations exclude over time and double time, callback, or other premium pay, MOU education, nonproductive, standby, and holiday standby. Holiday pay is included. The calculation for holiday pay is the number of holiday hours worked in the calendar year(s) multiplied by current regular Base Pay.

5.5 Base Pay: Pay received for a given work period, such as an hour or week, excluding additional compensation such as Shift Differential, per diem differential, overtime, bonus or other payments.

#### 5.6 Weekend

5.6.1 Where an employee is required to work a certain number of weekend Shifts, "weekend" shall include shifts scheduled to begin between 7:00 pm Friday and 6:59 pm on Sunday.

5.6.2 Start times shall be based on scheduled, as opposed to actual, start times. Employees who clock in or begin working prior to a Scheduled Shift start time shall not be considered to be working a weekend shift unless the shift would be considered "weekend" according to its scheduled start time.

5.6.3 This article shall not affect the definition of "weekend" for Shift Differential purposes.

5.7 Job Title: The name of a position within an organization. See Appendix A.

5.8 Classification: A system that is designed to classify all job titles within an organization and put them in a standardized scaled based on the overall tasks, responsibilities, pay level, and duties associated with a specific job.

5.9 Variance Log: A document that demonstrates the difference between the actual time worked and time represented based on time-clock punches. This document is filled out by the employee and approved by management. For example, missing a punch in/out on a timecard, missing a Meal Period, etc. will be documented on a Variance Log.

5.10 Additional Shift: A shift that an employee is working beyond their budgeted FTE hours. For example, an employee who normally works 72 hours per pay period, who is working an additional 8-hour shift. This shift may or may not accrue overtime depending on the number of hours worked. This shift may have been scheduled or picked up after the schedule has been posted. Additional shifts that have been picked up after the schedule has posted are paid at one and one-half (1.5) times the base hourly wage.

5.11 Flex Up: This occurs when a Regular Part Time employee is assigned additional shifts beyond their budgeted FTE hours.

5.12 Department: An individual work unit with its own cost center to which employees are assigned.

5.13 Annual Time Off Request Period: Time off requests submitted each year by February 1<sup>st</sup> for the time period spanning April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

5.14 Affiliation Officers: Elected or appointed representatives that sit on the Union Board of

Directors.

- 5.15 Designated Stewards: An employee of an organization who represents and defends the interests of their fellow employees and has been designated by the Affiliation Officers.
- 5.16 Designated Holiday Shifts: Shifts that are rotated among employees and occur on the following days: New Year's Day, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. Employees can only receive holiday credit for one shift per holiday.
- 5.17 Shift Differential: Additional funds paid to employees hourly in addition to base wage as incentive for working weekend, evening, and night shifts.
- 5.18 Contract Agency: A service that provides workers either on a temporary or permanent basis.
- 5.19 Status: The Classification of an employee based on the number and type of hours worked. Statuses include: Full Time, Regular Part Time, Short Hour, Per Diem, Casual Part Time, and Temporary.
- 5.20 Personnel Action Form (PAF): The form used by the District to designate employee information including: Job Title, Department, Rate of Pay, Status, Benefit Group, FTE, Shift Type, and Overtime Type. Each time there is a change to any of the aforementioned items, a new PAF must be filled out by the department manager.
- 5.21 Full Time Equivalent (FTE): The amount of budgeted hours per employee per pay period or the minimum hours an employee can be expected to regularly work. This is calculated based off of an 80-hour pay period. For example: An employee who works 60 hours per pay period would be considered 0.75 FTE (60/80).
- 5.22 Premium Pay Codes: Classifications of different types of hours that accrue pay at a different rate than base hourly wages. Premium pay codes include: Standby, Cancelled Standby, Callback, Pay for Working Scheduled Day Off, and Holiday Premium Pay.
- 5.23 Personal Paid Leave (PL): Hours that Full Time and Regular Part Time employees accrue that may be used for an employee's needs including: holidays, vacation, and short term illnesses.
- 5.24 Night Shift Wellness Leave Accrual: Additional leave time accrued by designated night shift employees into a separate leave bank.
- 5.25 Long Term Sick Leave (LTS): Hours that Full Time and Regular Part Time employees accrue that may be used for long term, intermittent illnesses, or bereavement.
- 5.26 Paid Sick Leave: Hours accrued by non-benefitted employees who are not eligible to accrue PL or LTS (per diem, short hour, casual part time, and temporary). This may be used for an employee's illness or to care for a family member.
- 5.27 Group Health Insurance Program: A health insurance plan that provides coverage to members of a group of employees.
- 5.28 Health Insurance Premiums: The portion of the health plan cost paid for by the employee in exchange for coverage of themselves and family members.

- 5.29 Leave of Absence: An employee's temporary absence from work for a period of time. Leaves of absence include: Regulatory Leave of Absence, Protected Benefitted Leave of Absence, Non-protected Benefitted Leave of Absence, and Unpaid Leave of Absence.
- 5.30 Meal Period: A 30-minute unpaid break provided to employees working more than 6 hours.
- 5.31 Rest Period: A 15-minute paid break provided to employees working more than 4 hours. Employees are allowed 1 Rest Period if working 4-6 hours and 2 Rest Periods if working more than 6 hours.
- 5.32 Regulatory Leave of Absence: A Leave of Absence employees may be eligible for based on State and Federal statutes. These include but are not limited to the following: California Family Rights Act, Military Leave, Occupational Disability, Pregnancy Disability Leave, and Family Medical Leave Act (see appropriate agencies for more detail).
- 5.33 Protected Benefitted Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for a Regulatory Leave of Absence during which the employee has up to nine (9) months of leave with job protection.
- 5.34 Non-protected Benefitted Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for a Regulatory Leave of Absence and have exhausted the Protected Benefitted Leave. Employees may qualify for this leave until all PL and LTS benefits are exhausted.
- 5.35 Unpaid Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for a Regulatory Leave of Absence and have exhausted the Protected Benefitted Leave and have no available PL or LTS. Employees may be eligible for unpaid leave for a period of up to one (1) year.
- 5.36 Bereavement Leave: Time off from work employees may be eligible for in relation to the death of a family member.
- 5.37 Layoff: Suspension or termination of employment or reduction in force by the employer, which is not caused by any fault of the employees, but for reasons such as lack of work, funding or materials.
- 5.38 Recall: Occurs when an individual who has been terminated or suspended due to a Layoff is asked to return to employment during the recall period to the position held immediately prior.
- 5.39 Job Description: A written document that outlines the essential functions of a specific job.
- 5.40 Bumping Rights: Contractual right of a senior employee being laid off to replace a less senior employee in a position for which they previously held and are qualified for.
- 5.41 Work Out of Classification: When an employee is performing the duties and responsibilities of another Job Title of a Classification different from the employee's current Job Title.
- 5.42 Work Schedule: The posted shift assignments for a Department for a period of at least 14 days.
- 5.43 Scheduled Shift: When the employee is expected to report to work according to the Work Schedule.

5.44 Collaborative Culture of Safety (Just Culture): A methodology in which organizations are responsible for building safe systems and employees are responsible for the quality of their choices.

## **ARTICLE 6- Employee Status**

6.1 All employees shall be classified as one of the following listed below. If an employee's hours are reduced as a result of business needs, the employee's Status will not be affected.

6.2 Fulltime:

6.2.1 An employee who is scheduled for 12 hour shifts and works seventy-two (72) hours in a two- week pay period.

6.2.2 An employee who is scheduled for 8 or 10 hour shifts and works eighty (80) hours in a two-week pay period.

6.2.3 Night shift employees regularly scheduled to work at least sixty-four (64) hours in a two-week pay period.

6.3 Regular Part-time (RPT): An employee who is scheduled for, and regularly works, at least forty-eight (48) hours in a two-week pay period. It is the expectation that all regular part time employees will Flex Up based on district needs.

6.4 Short hour: An employee who regularly works less than forty (40) hours per pay period.

6.5 Per Diem: An employee who is scheduled to work based on the needs of the District and who must be available five (5) shifts per four-week schedule. Two (2) shifts must be Weekends and two (2) must be night shifts as applicable. Every Per Diem is required to work at least one holiday as outlined in Article 21, Work Schedules.

6.6 Casual Part time: An employee who works on an intermittent and as needed basis.

6.7 Temporary: An employee who is hired to fill a temporary need for additional staff for a period of up to one year.

6.8 If an employee has regularly worked hours for a minimum of thirteen (13) full, immediately preceding pay periods that would move them into a different Status, the employee may request to have their Status reviewed to determine if their Status should be changed to coincide with the number of hours that they are working. This review will be conducted by Human Resources and shall exclude situations where the needs of the District have an expected end date, including but not limited to employees covering another employee on protected leave.

## **ARTICLE 7- Wages**

7.1 Wages - Wages and pay ranges have been set according to Classification pursuant to policies fixed by and between the District and the Union. No changes in this Memorandum of Understanding (MOU) provision can be made without the consent of both parties in writing.

7.2 The pay ranges set forth are intended to constitute minimum ranges only, and nothing in this MOU shall preclude the District from paying in excess of such minimum rates at the District's discretion.

7.3 Each job Classification subject to this Agreement is assigned a pay range. The pay range chart is structured at a thirty percent (30%) span with two and one-half percent (2.5%) between ranges.

7.4 Effective with the pay period that contains July 1, 2019, July 1, 2020, and July 1, 2021, employees in job Classifications subject to this Agreement will receive a three percent (3%) increase to Base Pay.

7.5 Effective with the pay period that contains July 1, 2019, July 1, 2020, and July 1, 2021, all pay ranges subject to this Agreement will increase three percent (3%).

7.6 Pay for previous experience: During the interview process, a department head may set an employee's pay above the Base Pay rate based on the following guidelines:

Years of Experience	Starting Wage
0-2 years	Minimum plus 0-5%
3-5 years	Minimum plus 5-10%
5+ years	Minimum plus 10-15%

7.7 In certain circumstances, including hard to fill positions or applicants with considerable experience, an employee may be hired over the midpoint in the pay range. Human Resources will review all salaries of other staff in the same title in the same Department to determine if other salary adjustments are necessary. Human Resources will inform the Union President of such action.

7.8 Effective with the pay period that contains July 1, 2019, Per Diem employees will receive the base wage plus twelve and one-half percent (12.5%).

## **ARTICLE 8- Minimum Shift Pay**

8.1 An employee who reports for his/her regularly scheduled work shift, but whose services are not required, shall receive a minimum of two (2) hours pay at their straight time hourly rate of pay for reporting to work.

8.1.1. Employees who come in on a scheduled day off to participate in ambulance transfers will receive minimum shift pay of four (4) hours at straight time.

8.2 An employee who is personally notified two (2) hours before the beginning of their shift not to report, but who still reports to work shall not be eligible for the minimum pay guarantee noted above.

8.3 An employee who is canceled within two (2) hours from start of a shift will be given the option to accept the full cancel day without pay, or work for two (2) hours.

8.3.1. An employee who is unavailable for such notification prior to the beginning of their shift will not be eligible for minimum shift pay.

8.4 Every effort will be made to allow employees to attend training, meetings, or committees during work time. In the event this is not possible, employees scheduled to attend Department meetings, in-services or committees will be paid a minimum of two hours at their base hourly

rate.

8.4.1. Employees coming in for training, meetings, or committees outside of normally scheduled time must obtain management approval prior to attending.

8.4.2. When an employee is approved to come in outside of normal working hours and completes a task before two hours have elapsed, he/she may be asked to stay for additional Departmental tasks for the remainder of the two hours.

## **ARTICLE 9- Premium Pay Codes**

9.1 Standby (On Call): Standby or On Call is defined as duty which requires that an employee be designated by the appointed authority to report to work within forty-five (45) minutes, unforeseen road conditions permitting. This 45-minute report time excludes Surgical Services staff and ICU staff, who must report to work within thirty (30) minutes. Additionally, employees must be reachable by telephone or page system and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is assigned by the Department to be on standby shall be eligible for standby pay. Cancelled Standby is defined as a Scheduled Shift that has been cancelled due to low census or other such reasons. The employee is then placed on Standby and Standby provisions apply.

9.1.1 Management shall notify an employee if they are to be placed on Cancelled Standby two (2) hours prior to the beginning of their shift.

9.1.2 Employees on Standby or Cancelled Standby, with the exception of the Job Titles identified below, shall receive one-third (.33333) of their base hourly rate of pay for each hour or fraction of an hour on Standby except for Holiday standby.

9.1.3 Standby or Cancelled Standby on Designated Holiday Shifts shall be paid at the rate of one-half (0.5) of the employee's base hourly rate.

9.1.4 If a change in the workload has occurred and, at the manager's discretion additional staffing is required, the employee on Standby should be the first person called back to work.

9.1.5 Job Title Exceptions:

- a) Surgical Physician Assistant/Nurse Practitioner: Surgical Physician Assistant/Nurse Practitioners will receive One Hundred Dollars (\$100.00) per Standby Shift.
- b) Pharmacist: Pharmacists will receive Twenty Dollars (\$20.00) per hour for each hour of Standby. When scheduled for Standby on a Designated Holiday, Pharmacists will receive Thirty Dollars (\$30.00) per hour for each hour of Standby.
- c) Home Health/Hospice: Home Health/Hospice nurses will receive Ten Dollars (\$10.00) per hour for each hour of Standby. When scheduled for Standby on a Designated Holiday, Home Health/Hospice nurses will receive Fifteen Dollars (\$15.00) per hour for each hour of Standby.
- d) Information Technology: IT exempt staff receive a flat amount of One Hundred Fifty Dollars (\$150.00) per Standby shift.

9.1.6 Notification of change to Standby will follow the same two-hour requirements as Cancellations.

9.1.7 Hours worked after work status is changed will be paid at the appropriate Callback rate.

9.1.8 Availability will begin at the start of the shift within expected callback response times.

9.1.9 Perioperative Services and PAAS employees will be paid to work On-Call only positions.

The On Call only positions shall be assigned to any volunteers and/or equally rotated among surgery Full Time and Regular Part Time staff.

9.2 Callback: Callback is defined as pay earned by an employee who is called in to work from Standby (On Call) status.

9.2.1 An employee who is called in to work shall receive a minimum guarantee of two (2) hours at time-and-one-half (1.5) for an initial Callback.

9.2.2 An employee who is called in to work on a Designated Holiday Shift shall receive a minimum guarantee of two (2) hours pay at double time for an initial Callback.

9.2.3 Subsequent Callbacks within the two-hour Callback period will not receive additional compensation.

9.2.4 Callbacks occurring after the two-hour period has passed will be considered a separate Callback and will be compensated as a separate Callback, beginning a new two-hour Callback period.

9.2.5 Travel time to and from the workplace shall not be considered as hours worked for purposes of computing Callback pay. When an employee is called into work, Standby pay will be reduced by the number of Callback hours paid.

9.3 Cancellation: Cancellation is defined as an employee's temporary reduction of regularly scheduled hours as a result of reduced staffing requirements on a daily basis.

9.3.1 Cancellations will occur in the following sequence:

1. Employee working an overtime shift
2. Volunteers working an Additional Shift
3. Volunteers willing to use Personal Leave on a rotational basis. (Volunteers using PL for a cancelled shift will not have that shift considered a cancelled shift.)
4. Volunteers on a rotational basis
5. Employee working an Additional Shift
6. Temporary/ Casual
7. Per Diem
8. Short hour
9. Regular Part Time, Full Time, and Contract Agency on a rotational basis

9.3.2 Cancel Standby will occur in the following sequence:

1. Any employee who volunteers for Standby
2. Full Time and Regular Part Time employees, subject to manager's approval
3. Temporary
4. Casual Part Time
5. Per Diem
6. Short Hour
7. Regular Part Time, Full Time employees, and Contract Agency on a rotational basis as appropriate.

9.3.3 All IT employees are eligible for Callback.

9.3.4 If an IT employee is not on Standby, they will be paid a flat amount of Sixty-Five Dollars (\$65.00) for any event lasting longer than fifteen minutes. This will be paid regardless of whether the employee has come on site or works remotely. Employees on Standby will not be eligible for Callback pay unless they are required to come back on site. Callback will then be paid at a flat rate of Sixty-Five Dollars (\$65.00) for an event that lasts more than fifteen minutes.

9.3.5 An employee who would otherwise be canceled may be floated at the department head/supervisor's discretion.

9.3.6 Management shall notify an employee if they are to be cancelled two (2) hours prior to the beginning of their shift. If an employee is cancelled within two (2) hours of the beginning of the shift, they will be given the option to accept the full cancelled day without pay, or to work for two (2) hours.

9.3.7 A cancelled employee may elect to be paid for Personal Leave up to the number of hours cancelled with a minimum Personal Leave payment of one hour.

9.3.8 An employee who has been canceled need not be available by telephone after the notification of cancellation

#### **ARTICLE 10- Pay for Working Scheduled Days Off**

10.1 If an employee picks up an Additional Shift after the schedule has been posted, they shall be paid for hours worked on that day at a rate of one and one-half (1 1/2) times their regular base hourly rate. If the employee voluntarily elects to take paid time off during the same work week, requests another day off in exchange, calls in sick or volunteers for first cancel, the shift will be paid at straight time. Employees must document Pay for Working Scheduled day off on their Variance Log to ensure proper compensation. These hours are considered premium pay and do not accrue additional overtime compensation.

#### **ARTICLE 11- Personal Paid Leave**

11.1 Full-time and regular part-time employees are eligible to accrue Personal Paid Leave hours.

11.2 Accrual of Personal Paid Leave begins immediately upon employment and is based upon hours worked, exclusive of overtime, Standby and Standby Callback hours. In the event scheduled working hours are changed to Cancel Standby or Cancel Standby Callback, those hours will accrue Personal Paid Leave.

11.3 Personal Paid Leave is paid time off to be used for an employee's needs including holidays, vacations and short term illnesses. An employee must use Personal Paid Leave hours when he or she works less than their work status (as defined on their PAF) unless the time off is the result of cancellations. An employee must use Paid Leave hours if they are absent for a Scheduled Shift, with the exception of shifts picked up after the schedule has been posted.

11.3.1 Employees hired before October 31, 1986:

Years of Service	15+
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Maximum Days Per Year	39
Hourly Accrual Rate	.15

11.3.2 Employees Hired 11/01/86 or after:

Years of Service	0-4	5-8	9-11	12-14	15	16+
Maximum Days Per Year	24	29	32	33	34	36
Hourly Accrual Rate	.092	.112	.123	.127	.131	.139

11.4 No Full Time employee shall be allowed to accrue more than 240 hours of Personal Paid Leave. No Regular Part Time employee shall be allowed to accrue more than 190 hours of Personal Paid Leave.

**ARTICLE 12- Night Shift Wellness Leave Accrual**

The District recognizes the additional challenges for employees who are regularly working night shift. In order to contribute to overall wellness, these employees will receive guaranteed accrual of additional rest time.

Designated Full Time and Regular Part Time night shift employees will receive Wellness Leave Accrual according to the following schedule:

- Full Time night shift employees will receive two (2) Wellness Leave Days per quarter.
- Regular Part Time night shift employees will receive one (1) Wellness Leave Day per quarter.

A Wellness Leave Day is equivalent to the shift type worked by the employee (E.g. An employee working 10-hour shifts will accrue Wellness Leave Day(s) equal to 10 hours per day.)

In order to receive Night Shift Wellness Leave Accrual benefits, night shift designation must be on a Personnel Action Form (PAF) and the following stipulations apply:

- a. An employee must complete a full quarter of work as a designated night shift employee to accrue Night Shift Wellness Leave.
- b. At no time may Wellness Leave Day(s) be used for a partial day off. A full day must be used.
- c. Wellness Leave Accrual does not roll over from the previous calendar year. Wellness Leave Day(s) must be used within the calendar year that they are issued. Wellness Leave accrued for the second quarter of the Fiscal Year will be issued the beginning of the first quarter of the calendar year.
- d. Use of Wellness Leave Accrual must be prescheduled and requires management approval. Requests for use of Wellness Leave Accrual follows the same process as Paid Leave requests as outlined in Article 32, Time Off Requests.
- e. Wellness Leave Days cannot be cashed out.
- f. Wellness Leave Days may be combined with Paid Leave for scheduled time off only.

**ARTICLE 13- Long Term Sick Leave**

13.1 Full-time and regular part-time employees accrue Long Term Sick Leave in addition to Personal Leave. Short hour, Casual, Temporary and Per Diem employees are not eligible for Long Term Sick Leave.

- 13.2 Eligible employees accrue Long Term Sick Leave at a rate of .027 hours for each hour paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to Standby hours will accrue Long Term Sick.
- 13.3 Following five consecutive years of employment and upon termination, Long Term Sick Leave will be paid to the employee at 50% of hours accrued, not to exceed \$7,500.00.
- 13.4 Following twenty consecutive years of employment and upon termination, Long Term Sick Leave will be paid back to the employee at 75% of hours accrued, not to exceed \$17,500.00.
- 13.5 Upon change of Status from Full-time or Regular Part-time to short hour or Per Diem, an employee will maintain the Long Term Sick leave balance for one (1) year, but will not be eligible to use it unless the employee returns to Full Time or Regular Part time Status. If the employee leaves the employment of the District while in any non-benefited Status, he/she will forfeit accrued Long Term Sick Leave hours.
- 13.6 On calendar days one (1) through four (4) of any illness, an employee will utilize his/her Personal Paid Leave account. Long Term Sick usage begins:  
On the fifth calendar day of an illness  
Immediately upon hospitalization if sooner, or  
If the employee is eligible for and receives Workers' Compensation.
- 13.7 Paid time off for illness will be taken from the Long Term Sick Leave account if the employee qualifies for State Disability insurance or Workers' Compensation payments. If an employee does not qualify for either program, paid time off for illness will be taken from the employee's Personal Paid Leave Account. When the employee qualifies for State Disability insurance or Workers' Compensation payments, the paid time off for illness will be integrated to provide 100% of Base Pay up to the maximum amount available under each program.
- 13.8 A manager may request that an employee provide a physician's statement verifying illness after three (3) days off or to verify ability to return to work.
- 13.9 Employees returning directly from sick leave shall be allowed to return to the position which they formerly occupied. If such position is subject to reduction in force at the time an employee seeks to return directly from sick leave status the returning employee may exercise his/her seniority with respect to such position. Employees who are unable to return to work when their sick leave reserve and personal leave hours are exhausted may request a leave of absence.
- 13.10 Employees on sick leave shall not have their anniversary date affected.

#### **ARTICLE 14- Paid Sick Leave**

- 14.1 Paid Sick Leave is a paid benefit to allow California based employees in non-benefitted job Classifications (per diem, short hour, casual hour, temporary, and seasonal) to accrue paid time off to be used for the employee's illness or to care for a family member. Eligible mandatory leave programs will run concurrently such as Paid Sick Leave, Kin Care, FMLA/CFRA, among others. Paid Sick leave should not to be confused with Personal Leave (PL) or Long Term Sick Leave (LTS).
- 14.2 This benefit only pertains to employees who are not eligible for PL/LTS accrual. Full time and Regular Part Time employees are benefited employees and are covered under their PL benefit.

- 14.3 Paid Sick Leave is used for:
- 14.3.1 Employee illness
  - 14.3.2 Care of family member – Family members are defined as parents, parents-in-law, child, spouse, registered domestic partner, grandparent, grandchild and sibling.
- 14.4 Employee eligibility to use Paid Sick Leave begins on their 90th day of employment.
- 14.5 Employees accrue one (1) hour of Paid Sick Leave for every thirty (30) hours worked, with annual maximum accruals as follows:
- 14.5.1 Employees working 8 hour shifts accrue a maximum of 24 hours of sick leave.
  - 14.5.2 Employees working 10 hour shifts accrue a maximum of 30 hours of sick leave
  - 14.5.3 Employees working 12 hour shifts accrue a maximum of 36 hours of sick leave
  - 14.5.4 Employees working 6 hour days are allowed more than 3 days sick until they have used the maximum accrual of 24 hours.
- 14.6 Benefits may roll over each year but will not exceed a maximum of 48 hours.
- 14.7 Accrual rate is .0334 per hour worked.
- 14.8 Minimum one (1) hour of Sick Leave may be used for partial sick days.
- 14.9 If the leave is foreseeable, employees are required to give reasonable advance notice. If unforeseeable, employee must give notice as soon as possible.

#### **ARTICLE 15- Health, Dental, Vision and Life Insurance**

- 15.1 All full-time and regular part-time employees are eligible to participate in the District's Group Health Insurance Program.
- 15.2 Coverage for new employees and eligible dependents shall become available the first of the month following completion of the initial sixty (60) calendar day employment period.
- 15.3 Health Plan Design and Premiums: The plan design is described in Health Insurance Plan Design (Appendix C). This plan will remain in effect from January 1, 2020 through December 31, 2022 as described below.
- 15.4 Premiums for participation in health, dental and vision plans are as outlined in Health Insurance Premiums (Appendix D). Subsequently, the District will look at the annual actuarial study projecting claims costs. If the plan costs are projected to exceed 10%, the plan design and premium costs may be changed through the meet and confer process. If the costs are projected to be 10% or less, then premiums will be set based on the projected annual increase. The percentage increase will be split between the District and the employees; the employee premium cannot increase more than 10% per year. (E.g. if the costs are projected to increase 8%, the employee premium will increase by 4%. The District is accepting the majority of the increase as 4% of the District's share of costs is considerably higher than the employee premium share.)
- 15.5 Eligible Participants who elect to complete the annual health screening will receive a reduction to Health Insurance Premiums as outlined in Health Insurance Premiums (Appendix D).

- 15.6 An employee who is on Leave of Absence for a personal emergency or bereavement not covered by Family Care Leave or Layoff status which exceeds thirty (30) calendar days must assume the entire premium cost during the second month and all succeeding months of the Leave of Absence or Layoff. All others on a Leave of Absence will be eligible for health insurance benefits under COBRA beginning on the first day of the leave.
- 15.7 An employee who does not elect COBRA benefits and allows insurance coverage to expire shall be considered a new employee with respect to health insurance waiting restrictions, upon return from his/her Leave of Absence or Layoff.
- 15.8 The District agrees to maintain health insurance benefits for full-time and regular part-time employees for the period from January 1, 2020 to December 31, 2022 (excluding COBRA as addressed in Article 15.7).
- 15.9 It is agreed that the District may change insurance carriers so long as the level of benefits is not decreased or premium costs are not increased except as outlined in Article 15.4.
- 15.10 Employees not covered by the District's insurance may seek assistance from financial counselors in the District's business office for services from the District.
- 15.11 The District will provide a dental program for all employees eligible to participate in the Group Health Insurance Program.
- 15.12 The District will provide a vision plan for all employees eligible to participate in the Group Health Insurance Program.
- 15.13 The District will provide a \$25,000 life insurance policy for all employees eligible to participate in the Group Health Insurance Program.

**ARTICLE 16- Education Reimbursement**

- 16.1 Full-time, regular part-time, short hour, and per diem employees who have completed six months of Continuous Service will be eligible to receive reimbursement for college accredited courses, seminars, conferences, workshops and other educational programs to further career development. Education must be related to the employee's current Job Title or to prepare to meet job requirements in another Job Title within the District.
- 16.2 Paid Educational Leave Allowance Per Year is available for Job Titles that require continuing education units for CEUs or to renew a certification:

Full time employee	24 hours per fiscal year.
Regular part-time	16 hours per fiscal year
Per Diem and Short hour employees who work greater than 1000 in a fiscal calendar year	8 hours per fiscal year

16.3 Expense Reimbursement Amounts

Full time employee	\$450 per fiscal year
Regular part time	\$325 per fiscal year
Per Diem and Short hour employees who work greater than 1000 hours in a fiscal year	\$250 per fiscal year

- 16.4 Payment for college courses will be received upon successful completion of the course and will be based on the employee's Status at the time of completion.
- 16.5 Prior approval by the employee's department head and Human Resources is required to be eligible for reimbursement. Reimbursement amount may be applied towards the cost of registration, books, related material and related expenses in accordance with IRS guidelines.
- 16.6 Employees may request reimbursement for lost wages to attend an educational program. Payment will be deducted from accrued reimbursement amounts at the rate of 115% of the employee's base wage. (Example: an employee with a base wage of \$10 per hour who requests reimbursement of 8 hours would be paid \$80.00 in wages. A total of \$92 will be deducted from accrued reimbursement account.)
- 16.7 The employee that is required to maintain licensure or certification shall assume responsibility for the cost of same. CEUs required for licensure or certification may be covered. This can be used for exam fees.
- 16.8 Benefits will not be accrued on "MOU Educational Leave" pay. Overtime will not be paid.
- 16.9 Reimbursement for approval of educational paid days and expense reimbursement are to be submitted at least two weeks in advance on the approved form. Registration will only be paid in advance. Requests for advance payment are to be submitted at least one month in advance on the approved form to the employee's department manager.
- 16.10 Unused hours and expense reimbursement will be carried over at the end of the fiscal year. At no time will employees be allowed to accrue more than two times the annual allotted hours or expenses.
- 16.11 To receive the reimbursement check, proof of attendance must be submitted to the employee's department manager for approval. All expenses must be documented on an Expense Report Form and receipts provided for all expenses.
- 16.12 Expenses submitted after the conference or completion of online course(s) must be received within 30 days of the conference or completion of online course(s) or expenses will be denied.
- 16.13 Fully completed requests, including all documentation, for conferences/classes taken in June must be submitted within the first two weeks of July to be credited against the employee's MOU education fund for that fiscal year.

#### **ARTICLE 17- Premium Holiday Pay**

- 17.1 Employees shall be paid time-and-one-half of their base hourly rate for all hours worked on the following days:

New Year's Day  
President's Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

## New Year's Eve Day

17.2 Premium pay is received for hours worked during the actual twenty-four (24) hours of the holiday.

### **ARTICLE 18- Hours of Work**

18.1 The District's standard work period shall be eighty (80) hours in any two-week period.

18.2 Employees assigned to work 8 hour shifts will receive overtime pay of one and one-half (1-1/2) times the employee's pay for all time worked in excess of eight (8) hours per work day or eighty (80) hours in any two (2) week pay period.

18.3 Employees assigned to work 10 hour shifts will be paid overtime for hours worked in excess of ten (10) hours per work day or forty (40) hours in a seven day workweek.

18.4 Employees assigned to work twelve (12) hour shifts will be paid overtime at a rate of one-and-one-half (1-1/2 ) times the employee's pay for hours worked in excess of twelve (12) hours per work day or forty (40) hours in a seven day work week.

18.5 Employees working more than sixteen (16) consecutive hours, with a break of two hours or less, will be paid overtime at twice their hourly wage for all hours in excess of sixteen (16) hours worked.

18.6 The District may enter into voluntary agreements with individual employees who desire to be paid on a forty (40) hour work week basis with overtime calculated only after forty (40) hours of work in a workweek. Such voluntary agreements shall be documented in each employee's personnel file.

18.7 Employees in the IT Department who are represented by the Union may be deemed either exempt or nonexempt under the provisions of the Fair Labor Standards Act.

18.8 Exempt staff are paid on a salaried basis, receiving the same salary each pay period for the body of work performed according to the Fair Labor Standards Act.

18.9 Exempt staff do not receive payment for specific hours worked and do not receive overtime.

18.10 Deductions may be made if allowed by the Fair Labor Standard Act. For example, for personal time off or sick or Leave of Absence. If the employee has accrued paid leave, PL may be paid in partial days.

### **ARTICLE 19- Work Schedules**

19.1 The District shall post Work Schedules at least fourteen (14) days in advance for a minimum 14-day period. At the time of the posting, it is the employee's responsibility to check the Work Schedule.

19.2 Work schedules may be subject to change, with mutual agreement after posting, either to meet the needs of the employee or the District.

19.3 Shift trades will be permissible as long as the employee is qualified/trained to work the shift and employees notify managers and/or supervisors in advance of the date for which the trade will occur.

- 19.4 Shift trades may not result in overtime unless approved by management.
- 19.5 Posted schedules, including electronic schedules, will indicate the date posted and will be displayed in an area, which is available to all employees at all times.
- 19.6 Employees unable to work a Scheduled Shift due to unforeseen circumstances are required to notify their department manager at least two (2) hours prior to the beginning of the shift, if practical.
- 19.7 The District will make reasonable efforts, when patient care permits, to rotate Weekends equally among employees who work in Departments that require Weekend coverage. For those employees who work 8-hour shifts, a minimum of four (4) Weekend shifts per month will be expected. For those employees working 10-hour shifts, a minimum of three (3) Weekend shifts per month will be expected. For those working 12-hour shifts, a minimum of three (3) Weekend shifts per month will be expected. If an employee elects to work every Weekend, he/she may submit a written request to his/her manager or supervisor. If enough employees request to work Weekends, other employees may have their Weekend requirement reduced. Management may schedule above the minimum requirement based on the needs of the Department.
- 19.8 The District will make reasonable efforts, when patient care permits, to rotate holidays equally among employees who work in Departments that require holiday coverage. Refer to Article 17, Premium Holiday Pay, for a list of all recognized holidays.
- 19.9 Per Diem employees are required to work at least one of the following holidays on a rotational basis:
- New Year's Day
  - July 4<sup>th</sup>
  - Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve

## **ARTICLE 20- Meals and Rest Periods**

- 20.1 It is the District's intent to provide employees meal and Rest Periods.
- a. Employees working shifts of more than six (6) hours will be provided two (2) fifteen-minute paid breaks. One during the first half of the shift, and a second during the last half of the shift.
  - b. Employees working four (4) to six (6) hours are provided one fifteen-minute paid break.
  - c. An unpaid thirty (30) minute Meal Period shall be provided to all employees working shifts of more than six (6) hours.

If a pattern of missed meal or Rest Periods due to District or management occurs, the Union has the right to meet and confer.

Employees in certain positions and on certain shifts may be required to remain on the premises, but not at the work station, and carry a pager or cell phone while on a Meal Period. As long as an employee is not interrupted, this is considered unpaid time. If an employee is called back to work by the pager or cell phone, it is considered paid time. In that situation, the employee must punch back in to work or submit a completed Variance Log.

## **ARTICLE 21- Leave of Absence**

21.1 District employees may be eligible for four types of leaves of absence: Regulatory Leave of Absence, Protected Benefitted Leave of Absence, Non-protected Benefitted Leave of Absence, and Unpaid Leave of Absence.

21.2 Regulatory Leave of Absence: Administration of this type of leave is set forth in District policies and is based on state and federal statutes. Refer to district policies for eligibility, request processing, insurance premiums on leave, and other information. Some examples of Regulatory Leave of Absence that District employees may be eligible for include the following:

- Family Medical Leave (FMLA)
- California Family Leave (CFRA)
- Pregnancy Disability Leave (PDL)
- Military Leave (ML)
- Occupational Disability (OD)

21.3 Protected Benefitted Leave: District employees who do not qualify for a Regulatory Leave of Absence, or who have exhausted their Regulatory Leave, may be approved for time off of work with job protection for up to a total of nine (9) months. This nine-month period immediately follows the exhaustion of Regulatory Leave time already taken, if applicable. During the Protected Benefitted Leave, the District will cover the cost of health insurance. In order to be eligible for Protected Benefitted Leave, the following conditions must be met:

- Available Long Term Sick and/or Personal Leave benefits to cover the leave requested
- Written notification from a medical provider demonstrating the need for leave and/or continued leave

The District will consider all requests based on the same criteria as Regulatory Leave excluding qualifying hours. Employees have the option to waive their job protection and give permission for the District to post their job prior to the end of Protected Benefitted Leave.

21.4 Non-protected Benefitted Leave: District employees who have exhausted Regulatory Leave or are ineligible for Regulatory Leave, and who are outside of the nine-month time frame of Protected Benefitted Leave, may qualify for Non-protected Benefitted Leave until all available Long Term Sick and/or Personal Leave benefits have been used. During the Non-protected Benefitted Leave, the District will cover the cost of health insurance. Employees will still be responsible for their premium payments through payroll deduction. Employees returning prior to the end of their approved Non-protected Benefitted Leave may apply for, and will be considered, for the first available position(s) for which they are qualified. In order to be eligible for Non-protected Benefitted Leave, the following conditions must be met:

- Available Long Term Sick and/or Personal Leave benefits to cover the additional leave requested
- Written notification from a medical provider demonstrating the need for continued leave

- The District will consider all requests based on the same criteria as Regulatory Leave, excluding qualifying hours

21.5 Unpaid Leave of Absence: District employees who have exhausted Regulatory Leave, or are ineligible for Regulatory Leave, and who have no available Personal Leave or Long Term Sick benefits, may be eligible for an Unpaid Leave of Absence for up to one (1) year at the discretion of the District.

Procedure for Unpaid Leave of Absence:

- An employee must have completed one year of continuous employment to be eligible for an Unpaid Leave of Absence.
- Requests for an Unpaid Leave of Absence must be in writing to the department manager, outlining the reason for the leave and length of time requested.
- The District will continue coverage of health insurance for the first thirty (30) days of an Unpaid Leave of Absence and the employee is responsible for their portion of the premium costs for individual and dependent coverage.
- Beginning on the first day of the second month of an Unpaid Leave of Absence, the employee will be eligible for COBRA benefits. The District will not cover COBRA costs for any portion of the Unpaid Leave of Absence.
- Those on Unpaid Leave of Absence will remain employees of the District, but do not have job protection.
- Employees returning prior to the end of their approved Unpaid Leave of Absence may apply for, and will be considered, for the first available position(s) for which they are qualified. Seniority within the District will be adjusted by the length of any leave that is greater than thirty (30) days.

## **ARTICLE 22- Retirement**

22.1 The District shall maintain retirement savings options for employees.

22.2 The District maintains the Tahoe Forest Hospital District Employee's Money Purchase Plan for its employees.

22.3 All employees, with the exception of temporary employees, may participate in the 457-non-qualified Deferred Compensation program.

22.4 The District will match employee contributions for full time and regular part time employees to the Section 457 Deferred Compensation Plan up to a maximum of three percent (3%) of the employee's gross income with increases beyond that described in the Longevity Retention Bonus article.

## **ARTICLE 23- Longevity Retention Bonus**

23.1 Employees hired prior to July 1, 2013:

23.1.1 Full and Regular Part time employees will receive Lump Sum bonus payments in five-

year increments according to the following schedule.

23.1.2 Longevity retention match and bonus benefit schedule.

Longevity Level	Lump Sum Bonus	Deferred Compensation
Level 1; at 10 years	None	Deferred Compensation match to 6 %
Level 2; at 15 years	2% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match to 7%
Level 3; at 20 years	5% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match continues at 7%
Level 4; at 25 years	7% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match continues at 7%

Level 4 is repeated in five-year increments.

23.2 Employees hired on or after July 1, 2013:

23.2.1 Full and Part time employees will receive Lump Sum bonus payments in five-year increments according to the following schedule.

Level 1; At 10 years: Deferred Compensation match to 6%

Level 2; At 15 years: 2% Lump Sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)  
Deferred Compensation match to 7%

Level 2 is repeated in five-year increments

23.3 Each level is achieved during the anniversary year of 15, 20, and every 5 years thereafter. The payout will be made on May 30 for those with a Date of Hire between January and June and on November 30 for those with a Date of Hire between July and December. Payout will be calculated on prior five calendar years' wages as defined for Lump Sum payments.

23.4 For employees currently on the longevity program whose previous bonus payout does not coincide with the anniversary date for the date of hire, a longevity retention bonus date will be identified based on last payout and future payouts will be in five year increments as set forth above.

## **ARTICLE 24- Bereavement Leave**

- 24.1 Full-time and regular part-time employees shall be granted Bereavement Leave of up to five (5) scheduled work days with pay in the event of the death of a member of their immediate family.
- 24.2 Immediate family is defined as: spouse, parent, grandparent, child, stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchild, or member of the household or a person standing in loco parentis.
- 24.3 Payment for such days shall be deducted from accrued Long Term Sick Leave hours. If LTS hours are not available, PL hours can be used. Unpaid leave can be granted if LTS hours are not available.
- 24.4 Time missed for Bereavement Leave shall not be counted as an un-excused absence occurrence.

## **ARTICLE 25- Job Vacancies**

- 25.1 All open job positions shall be posted for seven (7) calendar days as an internal posting within the Department on the website prior to being offered to all applicants.
- 25.2 Employees are eligible to submit a job transfer to another Department in the District following their probationary period in their current job. Excludes intradepartmental transfers and employee Status changes, such as Regular Part Time to Full Time, which do not require additional training specific to the service area in which they are working.
- 25.3 For purposes of job vacancies, it is the intent of the District to promote and hire from within when possible. All those meeting the minimum requirements as listed in the job specifications will be considered and positions will be filled based on the following:
1. Benefitted employees within the Department based on their seniority within the Department.
  2. Non-benefitted employees within the Department based on their seniority within the Department.
  3. Benefitted employees within the District based on their seniority within the District.
  4. Non-benefitted employees within the District based on their seniority within the District.
  5. Candidates who are not currently employed by the District.
- 25.4 Seniority: Date of Hire will be adjusted by any Unpaid Leave of Absence more than thirty (30) days.
- 25.5 Increase at time of transfer to higher paying Classification: Each employee may receive an increase of at least two and a half percent (2.5%) in base hourly rate by virtue of any promotion that he/she receives. A promotion shall mean a position in a different and higher paying Classification. The determination of salary increase will be based on skills, ability and experience.

25.6 If the applicant is a current District employee, the hiring manager has the right to review prior two (2) years performance evaluations. Hiring manager may take these into consideration after discussion with the applicant.

## **ARTICLE 26- Layoff and Recall**

26.1 Layoffs and Recall shall be within Department by Job Title and employee Status.

26.2 The sequence of employees' Status within a Job Title to be laid off shall be as follows.

1. Any employee who volunteers;
2. Temporary employees;
3. Per Diem employees;
4. Short hour and casual part time employees;
5. Regular Part Time and Full Time employees on an equal basis

26.3 Within each Status, Layoffs will be applied within each Job Title in the following manner:

1. Most recent Date of Hire into Department;
2. Most recent Date of Hire into current Job Title;
3. Most recent Date of Hire to the District.

26.4 Date of Hire is adjusted for unpaid leaves in excess of 30 days.

26.5 Employees remaining on the job shall be able to perform the work without the need of retraining and must be able to work the remaining shifts.

26.6 Recall from Layoff shall be in the inverse order of Layoff. Any employee who has volunteered for Layoff shall be entitled to Recall based upon Status.

26.7 In the event that an employee is on Layoff status for over twelve (12) months, he/she shall be terminated.

26.8 A Full Time or Regular Part Time employee on Layoff status may elect to leave accrued Long Term Sick hours in their benefit bank for the period of time they remain on the Recall list. Employees may request payment of eligible LTS hours at any time while on Layoff/Recall status.

26.9 All employees on Layoff shall notify the Human Resources Department of their status on a weekly basis. In the event that an employee is unable to return to work within seven (7) calendar days from receipt of notice of Recall, he/she shall be terminated, but in no event (barring emergencies) shall an employee be given more than fifteen (15) calendar days to return to work from the date the notice to return was mailed by the District. Said notice shall be mailed by way of certified mail.

26.10 The District will notify the Union at least thirty (30) days prior or as soon as a plan for any Layoffs or Department reorganizations has been approved that will result in a change to an employee's work status.

26.11 The parties will meet to discuss the reason for the Layoffs, the planned schedule and any alternatives such as Voluntary Exit Incentive offerings.

- 26.12 When Layoffs are anticipated, no posted positions and/or anticipated openings in the affected Job Titles will be hired into until those employees have an opportunity to transfer to such position for which they are qualified (requiring only the customary training and orientation provided to newly hired employees.)
- 26.13 HR will review open jobs and expected openings and notify managers/directors not to fill these positions until the Union and HR can meet and confer about possible relocation to said positions. Posted position will be removed from the job posting board until all staff movements have been resolved.
- 26.14 Any employee who transfers to a new position or is Recalled to a vacant position will be given ninety (90) days to demonstrate his or her ability to perform the work. Evaluation of performance during the 90 days will be based on skills, ability and behaviors. If the employee transfers to an open position and does not satisfactorily perform the duties, the employee will be placed on Layoff and will be eligible for any compensation he/she would otherwise have received.
- 26.15 If in those 90 days the employee does not perform satisfactorily he/she will be returned to the Recall list.
- 26.16 Bumping Rights: In the event of Layoffs, an employee who has been promoted or transferred into a different Job Title and/or Department shall retain the right to return to the Job Title and/or Department from which he/she was promoted or transferred. Employees will retain months of service credit in the prior Job Title. If an employee exercises Bumping Rights, said employee must be qualified and able to perform the job the employee formerly held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining.

#### **ARTICLE 27- Shift Differential**

- 27.1 In order to incentivize employees to work specific times of the day that can be challenging to schedule, the District offers the following Shift Differentials outlined below. The Shift Differential shall only apply to hours worked.
- 27.2 Employees working between the hours of 6:00pm (1800 hours) and 11:59pm (2359 hours) will receive an evening Shift Differential of \$2.50 per hour.
- 27.3 Employees working between the hours of 12:00am (0000 hours) and 7:00am (0700 hours) will receive a night Shift Differential of \$4.50 per hour.
- 27.4 Employees working between the hours of 12:00am (0000 hours) Saturday and 11:59pm (2359 hours) Sunday will receive a weekend Shift Differential of \$2.00 per hour.

#### **ARTICLE 28- Grievance, Adjustment and Binding Arbitration/Hearing**

- 28.1 Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this Agreement. An employee may be represented by the Union at any Step in the procedure. A grievance may apply to any alleged violation of this Agreement or any other written agreement between the Union and District. The District shall notify the Union of any disciplinary suspension or discharge imposed on any bargaining

unit employee. Suspension based on lapse of required license, certification or legally required health screen will not be deemed a "disciplinary" suspension for purpose of Union notification. A grievance may be filed by the Union or by an employee.

28.2 In order to be timely, a grievance must be submitted within the time limits set by this Article as measured from the event giving rise to the grievance, or within thirty (30) days of when the grievant knew, or with reasonable inquiry, should have known of the event. Grievances related to suspension or termination must be filed within seven (7) business days from the date of notification to the employee or the Union of the action.

28.3 Grievance Procedure: The grievance procedure is a process that allows employees and/or Union representatives and a department head or supervisor to address disputes in a formal manner if they are unable to resolve the issue in an informal manner. The steps of the grievance procedure are as follows:

Step One – Informal Discussion: Within seven (7) calendar days of any alleged violation of this Agreement, employees/Union representatives shall discuss their grievance with the department head or supervisor and Chief Human Resources Officer or designee in an attempt to resolve the dispute in an informal manner.

Step Two – Written Grievance: If the employee or Union representative feels that the dispute was not settled in Step One, they may submit the grievance in writing to the Chief Human Resources Officer or designee with a copy to the department head within seven (7) business days of the Step One discussion. The District shall have seven (7) business days to respond in writing. In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this Agreement which have been violated or are in dispute, and the requested remedy.

Step Three – Formal Discussion: If a resolution is not reached at Step 2, the grievance may be presented to the District Chief Executive Officer or designee within seven (7) business days from delivery of the District's written response at Step 2. The District Chief Executive Officer or designee may direct the department head or supervisor to meet with the employee and the Chief Human Resources Officer or designee to discuss the matter. Human Resources will arrange the meeting no later than ten (10) business days from the date of presentation to the Chief Human Resources Officer or designee. The Chief Human Resources Officer or designee shall forward a written response to the grievance to the Union President within five (5) business days after the Step Three meeting.

Step Four – Board of Adjustment: If the grievance is not settled in Step 3, the grievance may be submitted to an Adjustment Board by delivering written notice to the Chief Human Resources Officer within ten (10) days of delivery of the Step Three written response. The Adjustment Board consists of two District representatives and a representative from each of the currently certified employee associations for a total of four members. The District shall be solely responsible for choosing its representatives and the Union shall be solely responsible for choosing its representatives. The Adjustment Board members are responsible to hear both sides in the dispute and render a decision if the provisions of the Memorandum of Understanding have been met. The representatives do not represent one side of the dispute or another. They are intended to be impartial and hear both sides in the dispute.

Step Five – Arbitration: If the grievance is not resolved in Step 4, either the District or the Union may submit a request to initiate binding arbitration. Individual employees may not submit a request for arbitration or otherwise move a grievance past Step Four. A Union

request to submit the matter to arbitration must be filed with the Chief Human Resources Officer within ten (10) business days of completion of Step 4. A District request to submit the matter to arbitration must be submitted to the Union President within ten (10) business days of completion of Step 4. Only the Union or the District (not individual employees) may move a matter to arbitration.

28.4 If the grievance involves general interpretation of the contract and is submitted by the Union, the grievance automatically advances to Step 3. If the grievance involves a suspension or termination, the grievance automatically advances to Step 4. Grievances alleging unlawful harassment, discrimination or retaliation by an individual supervisor or department head may be submitted directly to the Chief Human Resources Officer or designee and do not need to be copied to the relevant supervisor or department head.

#### 28.5 Arbitration Procedure (Step 5):

28.5.1 The Chief Human Resources Officer or designee and a Union representative will promptly meet to attempt to mutually select an Arbitrator. If they cannot agree, either the District or the Union may ask the Federal Mediation and Conciliation Service to submit seven names of arbitrators. The Union and the Chief Human Resources Officer or designee shall meet within five (5) business days after receiving the list of arbitrators to alternately strike names until only one person remains. The first strike shall be determined by coin toss.

28.5.2 The arbitrator should convene an arbitration hearing as soon as practicable. Each party to the dispute shall have the opportunity to present evidence, to cross-examine witnesses, and to submit written briefing following the hearing.

28.5.3 The expenses of the arbitration, including the arbitrator's fees, the cost of a reporter and arbitrator's transcript copy, and other expenses incidental to the arbitration shall be shared equally by the Union and the District; except, however, each party shall bear the total cost of preparation and presentation of its own case and witnesses including, but not limited to, any transcripts requested by a party.

28.5.4 The arbitrator shall be empowered to determine all factual controversies and all questions of interpretation and application of any clause of this Agreement that may be relevant to the arbitration. The arbitrator shall not have authority to add to, subtract from or change any provision of this Agreement or District policy in any way. Jurisdiction shall extend to claims of violation of specific written provisions of the Agreement. The arbitrator may not award back wages to the grievant beyond fifteen (15) days prior to the date of filing of the grievance, unless the grievant did not know, or could not have reasonably known of the event, that caused the grievance.

28.5.5 The arbitrator may award reinstatement only or reinstatement with full or partial back pay in all disciplinary disputes (demotion, suspension or discharge matters).

28.5.6 The arbitrator's decision shall be final and binding upon both parties, except upon formal hearing review by the District Board of Directors.

28.5.7 The arbitrator's findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the arbitration and shall not stop any party from litigating or establishing its compliance with such laws in any other forum.

28.5.8 The District Board of Directors may review the decision of the arbitrator and hold a further formal hearing review upon motion to do so. A motion to hold a further formal hearing shall be made and decided within fourteen (14) days of the District's or Union's receipt of the arbitrator's decision; if there is no successful motion to hold a further formal hearing, the arbitrator's decision shall become final and binding upon all parties.

28.5.9 If the District Board of Directors decides to hold a further formal hearing, it shall do so with at least fourteen (14) days' notice to each party. The hearing review shall consist of a review of the written transcript and exhibits from the arbitration hearing and formal argument presented by the District's representative and the Union's representative. The Board of Directors may also consider evidence or testimony that was excluded by the arbitrator; each party shall be allowed to make, and to respond to, requests for introduction of such evidence or testimony.

28.5.10 The District Board of Directors' decision shall be final and binding upon both parties.

28.5.11 The District Board of Directors' findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the formal hearing and shall not estop any party from litigating or establishing its compliance with such laws in any other forum.

28.6 District Grievances: District grievances shall be submitted at the Step 3 level, in writing, directly to the Union President or designee, who shall arrange a meeting with the Chief Human Resources Officer or designee no later than ten (10) business days from the date of presentation. The Union President or designee shall forward a written response to the grievance to the Chief Human Resources Officer within five (5) business days after the meeting. If no resolution is reached in this Step 3 process, the District may submit the matter to Step 5 binding arbitration by written notice to the Union President within five (5) days of delivery of the Step Three written response.

28.7 Grievances Concerning Strikes or Lockouts: If the District's or the Union's grievance involves alleged violation of the parties' No Strike/No Lockout agreement, the party claiming to be aggrieved may choose among the Grievance and Arbitration Procedure, Public Employment Relations Board (PERB) proceedings or judicial proceedings, as it deems appropriate and proper and consistent with any body's jurisdiction, and may proceed immediately to Step 5 if that option is chosen.

28.8 Time Limits: Time limits may be waived only with the mutual written agreement of the parties. Unless waived or modified by express written agreement, the time limits contained herein shall be strictly construed. No grievance shall be subject to arbitration unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.

28.9 Forms and Documents: Necessary forms or documents to be utilized under this procedure shall be adopted by the parties.

## **ARTICLE 29- Discipline and Discharge**

- 29.1 Employees may be disciplined or discharged, for just cause, for infractions not consistent with District policy and procedures and/or professional conduct according to the process described in this Article.
- 29.2 During the initial probationary period, employees may be disciplined or discharged at the District's discretion without recourse to the grievance procedure or just cause standard.
- 29.3 The parties agree that any discipline or discharge following the initial probationary period shall be subject to the standards and grievance procedures expressly provided under this Agreement.
- 29.4 Managers may provide coaching in a values-supportive discussion regarding behaviors and shall not be considered discipline. Coaching is intended to provide an informal method for direct interaction for addressing perceived issues, and is not subject to the Grievance Procedure.
- 29.4.1 Coaching may be used to substantiate a disciplinary action for up to one (1) year. If there is a demonstrated pattern of behavior, the coaching may be kept for up to two (2) years.
- 29.4.2 Written documentation may be created to identify the behaviors discussed. This documentation regarding Coaching may be kept in the manager's files, but will not be retained in the employee's personnel file kept in Human Resources.
- 29.5 The District may discipline the employee in any of the following ways. Depending on the nature of the behavior, the District may choose the level of discipline appropriate. All behaviors will be reviewed through the Collaborative Culture of Safety (Just Culture) algorithm prior to any disciplinary action taken.
- 29.5.1 Written Warning: This is a documented discussion signed by the employee and manager. The documentation is part of the employee's permanent personnel file and may be used in to substantiate a disciplinary action for up to one (1) year. If there is a demonstrated pattern of behavior, the written warning may be kept for up to two (2) years.
- 29.5.2 Final Written Warning: This is a documented discussion signed by the employee and manager. The documentation is part of the employee's permanent personnel file and may be used to substantiate disciplinary action for up to one (1) year. This is a final opportunity for the employee to correct behaviors. If behaviors continue, termination may result.
- 29.5.3 Suspension without pay: This is a period of time, not to exceed three (3) Scheduled Shifts or 24 hours, whichever is less, when the employee is removed from the Work Schedule without pay. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two (2) years.
- 29.5.4 Termination. Misconduct may be cause for immediate discharge when behaviors are found to be a continued pattern of behavior, reckless behavior, or other behavior supporting just cause for termination.
- 29.6 The Disciplinary Process is described as follows:

29.6.1 Fact finding interview: This is a meeting between an employee and manager to obtain information so that the manager may understand the issues and decide if disciplinary action is warranted. A Human Resources representative may also be present.

- a) This meeting should be scheduled as soon as it is determined that a fact finding meeting is needed and will take place within five (5) business days of the request to meet when possible in order to minimize the distress to the employee. The District will make efforts to schedule this meeting during a normal working shift.
- b) The written request to meet will contain the topic the manager wishes to discuss, along with the meeting time and location.
- c) Employees may bring Union representation to this meeting if they choose.

29.6.2 The manager will inform the employee within five (5) business days from the conclusion of the investigation if discipline is appropriate. This time frame may be extended by mutual agreement of both parties.

29.6.2.1 Notification of intent to impose discipline: If the manager decides to impose discipline, documentation provided to the employee shall include copies of any written materials that will be placed in the employee's personnel file reflecting the planned discipline (for example, a copy of the planned written warning), an explanation of the proposed discipline and an explanation of any documents or other evidence leading to the planned discipline. The employee shall be given the documentation listed above at least seventy-two (72) hours prior to the scheduled Disciplinary Hearing, which will also include the Hearing date, time and location.

29.6.2.2 The employee is afforded the right, either orally or in writing, or both, to respond to the proposed disciplinary decision at the Disciplinary Hearing.

29.6.2.3 The employee may be placed on paid leave from the time of the notification of intent to impose discipline until the time the Disciplinary Hearing is held, but paid leave shall not run for more than one calendar week unless mutually agreed between District and Union.

29.7 An employee has three options upon notification of intent to impose discipline.

29.7.1 The employee may agree to meet at the stated date and time of the Disciplinary Hearing.

29.7.2 The employee may ask to reschedule, upon mutual written agreement of both parties, the stated date and time of the Disciplinary Hearing.

29.7.3 The employee may accept the discipline and decline the Disciplinary Hearing. If an employee chooses to accept the disciplinary action, they are asked to sign the documentation and the signed document is made part of their permanent personnel file.

29.8 The Disciplinary Hearing will include management representatives (usually the employee's manager(s)) and a management representative who was not involved in the fact finding interview. The management representative who was not involved in the fact finding interview will have been trained in the Collaborative Culture of Safety (Just Culture) principles and will provide an impartial view. A Human Resources representative will also be present. Employees may bring Union representation to this meeting if they choose.

29.9 During the Disciplinary Hearing an employee may present a response to the proposed discipline either orally or in writing. The employee may tell his or her side of the story regarding conduct or events leading to the planned discipline. The employee may provide any information that may lead to the District reversing its planned discipline. The employee may specifically address any issues that he or she believes may affect his or her reputation, standing, or community associations, or otherwise stigmatize the employee’s public image or future employment prospects.

29.10 After the Disciplinary Hearing the manager has five (5) business days to decide to remove the disciplinary action, reduce the proposed action or uphold the proposed discipline. The manager will notify the employee of their disciplinary decision at this time.

29.11 Disciplinary Process Timeline:

<b>Event</b>	<b>Timeline</b>	<b>Parties Present</b>
Coaching	Prior to Disciplinary Process	Employee and Manager
Fact Finding Interview	Within five (5) business days from request to meet	Employee, Manager(s), Human Resources, Union Representative(s) (at employee request)
Notification of Intent to Impose Discipline	Within five (5) business days from Fact Finding Interview	Employee and Manager
Disciplinary Hearing	At least seventy two hours (72) from Presentation of Planned Discipline	Employee, Manager(s), Human Resources, Union Representative(s) (at employee request), Second manager trained in Collaborative Culture of Safety (Just Culture)
Disciplinary Decision	Within five (5) business days of Disciplinary Hearing	Employee, Manager

29.12 An employee who feels the disciplinary action has been unjustly imposed has the right to the Grievance Procedure as outlined in Article 28.

29.13 Copies of written warnings and documentation of disciplinary action will be placed in the employee’s personnel file. Refusal to sign and/or rebuttal by the employee will also be placed in the file. Upon written request from the employee to Human Resources, any written disciplinary documentation older than two (2) years shall be removed from the file.

29.14 The District will notify the Union of any unpaid suspensions or terminations imposed under this Article.

**ARTICLE 30- Job Descriptions & Policies**

- 30.1 Job descriptions for Classifications within the bargaining unit, including descriptions for new positions or changes to existing job descriptions, maintained by the District shall be made available to the Union upon request. Job descriptions for new positions or changes to existing job descriptions will be provided to the Union President.
- 30.2 The Union and the District will meet and confer as requested to evaluate new or revised job descriptions.
- 30.3 The District will provide written notice of any range change to a higher range off cycle due to recruitment or retention issues.

#### **ARTICLE 31- Jury Duty**

- 31.1 The District encourages its employees called for Jury Duty to serve. Only in cases of extreme scheduling problems will the District request that an employee be excused from Jury Duty.
- 31.2 If summoned for Jury Duty, the employee shall present the summons to his/her supervisor or department head the first work day following the receipt.
- 31.3 If an employee is summoned to Jury service, he/she will be paid for the hours scheduled to work that day or previously scheduled on personal leave. In the event the employee is released from the summons with four or more hours remaining on his/her regularly Scheduled Shift, or prior to noon if the employee works an evening or night shift, he/she shall telephone his/her department head to inquire as to whether the department head wishes him/her to report to work.
- 31.4 When an employee receives a Jury Duty check for witness fees, he/she must endorse it over to the District and present it to the Payroll Department.
- 31.5 Employees will be compensated for Jury service only on days that they have been scheduled to work or scheduled for personal leave.
- 31.6 At no time will Jury Duty pay result in overtime payment.

#### **ARTICLE 32-Time Off Requests**

- 32.1 Management approval for all time off requests is based on District/staffing needs, however, every effort will be made to accommodate employees' requests.
- 32.2 Annual Time Off Requests: In order to allow employees to schedule time off in advance and allow the District to anticipate coverage needs, time off will be requested on an annual basis following the below procedures:
  - 32.2.1. Employees shall submit time off requests in writing no later than February 1<sup>st</sup> of each year.
  - 32.2.2. The form for such purposes will be provided by the District and will cover the period of April 1st to March 31st.
  - 32.2.3. Employees are required to request time off in order of priority, beginning with their first choice. Based on the number of requests for a specific time period, approval may be limited to two (2) weeks.
  - 32.2.4. Requests received during this time will be considered based on seniority within Job Title in a Department. Job Titles with tiered employees will be considered the same Job Title for the purpose of time off requests. For example, Patient Access Rep I and Patient Access Rep II will be considered the same Job Title when approving time off requests.

32.2.5. Department managers will review all requests and approve or disapprove an employee's first choice for time off as available. If an employee's first choice is unavailable, then the manager will select the next available choice from the employee's list. Department managers will continue to review and grant time off until all requests have been approved or disapproved.

32.2.6. The department manager shall respond no later than March 1<sup>st</sup>, approving or disapproving the request. On March 1<sup>st</sup>, a list indicating approved time off requests shall be posted in the Department.

32.3 Time off requests outside of the Annual Time Off Request Period: Employees may also request time off outside of the Annual Time Off Request Period. Time off requests received after February 1<sup>st</sup> will be considered on a first received basis.

33.3.1. If employees need time off once a schedule has been posted, they must attempt to trade shifts with another employee. If a shift trade is not possible, employees must make arrangements with their manager in advance of the date.

33.3.2. If an employee has a need to miss part of their shift (for example, to go to an appointment), they must also get this approved in advance of the schedule being posted. If this is not possible, the employee must make arrangements with their manager prior to the date of the appointment and use Personal Leave for the portion of the shift that is missed.

32.4 Management does not have the right to cancel approved time off, provided the employee has sufficient Personal Leave available.

32.5 Management must respond to a request within thirty (30) days of receipt. Management's failure to meet the deadline does not result in automatic approval of a time off request.

### **ARTICLE 33- Probationary Period**

33.1 All employees serve an initial probationary period upon hire with the District. During the initial probationary period an employee may be discharged for any reason.

33.2 Full Time and Regular Part Time employees shall serve a probationary period of ninety (90) calendar days. This period can be extended for an additional sixty (60) days with a documented improvement plan.

33.3 Short hour, Casual and Per Diem employees shall serve a probationary period of six (6) months.

33.4 Probationary period related to promotion or transfer:

Employees who are promoted or transferred to a new position shall be given orientation as necessary and such employees shall serve a probationary period of ninety (90) calendar days. If the employee fails to perform satisfactorily during the probationary period, the employee shall be returned to his/her former position at the former rate of pay without loss of seniority.

33.5 Probationary period related to Bumping Rights:

If an employee exercises Bumping Rights as outlined in Article 26, said employee must be qualified and able to perform the job the employee formally held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining. The employee

will be subject to a ninety (90) day probationary period. If during this probationary period the employee fails to perform satisfactorily, they will be returned to the Recall list.

#### **ARTICLE 34- No Discrimination**

34.1 The Union and the District agree that neither the Union nor the District shall discriminate in any way on the basis of Union activity and both shall follow all federal and state regulations regarding discrimination in employment.

#### **ARTICLE 35- Unemployment Insurance**

35.1 The District will participate in the California Unemployment Insurance Program and make payroll contributions to the program for employees covered by this Agreement.

#### **ARTICLE 36- Full Understanding, Modifications and Waiver**

36.1 It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.

36.2 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding; however, this shall not preclude the employees from filing grievances on the subject matter of this Agreement or interpretation thereof.

36.3 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District's Board of Directors and the Union.

36.4 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### **ARTICLE 37- Savings Clause**

37.1 Both parties intend to honor the provisions of the Memorandum of Understanding as they have been defined and developed under the Meyers-Milias-Brown Act. If any provision of this Memorandum of Understanding is found to be unlawful as the result of a final decision by a state or federal court or agency having authority to render such decision, the remaining provision of this Memorandum of Understanding shall remain in full force and effect.

#### **ARTICLE 38- No Strike-No Lockout**

38.1 No Strike or Interference: The parties realize that District facilities are different in their operations from other industries because of the nature of services rendered to the community. For this reason, during the term of this Agreement, employees covered by this Agreement shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage or boycott at any of the District's premises, or other interruption of work or interference with the District's operations. Neither the employees, the Union, nor any of its officers, agents or representatives shall authorize, assist, lend support to, or in any way participate in any such activities at any District facility.

38.2 No Lockout: The District shall not lockout employees represented by the Union and subject

to this Agreement during the term of this Agreement.

### **ARTICLE 39- Safety**

39.1 The District shall provide safe working conditions consistent with all State and Federal standards that are applicable to the District. If an employee receives a work assignment that he/she believes is not in accordance with this requirement or believes that the general working conditions are not in compliance with this requirement, he/she may report such problems to the Administrator. The District shall promptly investigate any such complaint and where the District determines that the complaint has merit, it shall remedy the problem.

### **ARTICLE 40- Work Out of Classification**

40.1 Working out of class is when an employee is temporarily performing the duties and responsibilities of another Job Title of a higher Classification from the employee's current Job Title.

40.2 Employees who are assigned to work in a higher Classification by their department head shall be paid 5% above their Base Pay, or the first step of the higher Classification, whichever is higher. Employees assuming a position in a higher Classification for more than two (2) weeks shall have the right to negotiate a higher percentage.

40.3 Classifications and their ranges may be obtained by contacting Human Resources. Job Titles are listed in Appendix A.

40.4 Employees who are performing preceptor duties will be paid five percent (5%) above their Base Pay, unless it is a requirement of their Job Description. The department director must submit a PAF designating the employee as a preceptor.

40.5 Employees who assume a department management position on an interim basis shall be paid ten percent (10%) above their Base Pay. Employees assuming a management position for more than two (2) weeks have the right to negotiate, with their department head and Human Resources, for an increase above ten percent (10%) related to the amount of management responsibilities assumed.

40.6 Employees designated to work in one of the following roles will receive additional compensation as listed below:

#### **Charge Nurse/Team Leader:**

Receives a five percent (5%) increase for designation during a Scheduled Shift. Only applicable when three or more nurses are working for a designated shift. In addition to providing patient care, collaborates with all members of the interdisciplinary team to ensure patients' needs are met during a shift based on Job Description.

#### **Lead Roles:**

Move up two (2) ranges and receives a five percent (5%) increase.

Responsibilities:

- Day-to-day operations
- In-service department employees
- Update policies and procedures
- Ordering
- **Coordinator Roles:** Move up four (4) ranges and receives a ten percent (10%) increase
- Responsibilities in addition to Lead Role:

- Provide leadership to Department
- Participate in long-range planning
- Facilitate problem solving
- Represent area in meetings

40.7 It is not Management's intent to rotate employees into or out of higher Classifications to avoid paying a higher pay percentage.

**ARTICLE 41- Term**

41.1 This Memorandum of Understanding shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2022. No changes in this MOU provision can be made without the consent of both parties in writing.

1. Tahoe Forest Hospital District  
Employee's Association of Professionals

5. Tahoe Forest Hospital District

2. By: \_\_\_\_\_

6. By: \_\_\_\_\_

3.  
4. Jen Buchanan Ingalls on behalf of the  
Employee's Association of Professionals

7.  
8. Alex MacLennan on behalf of Tahoe  
Forest Hospital District

9.

**Appendix A - EAP Job Titles 7/1/2019**

Bereavement Spiritual Care Coordinator  
Cardiac Sonographer  
Care Coordinator  
Care Coordinator, PRIME  
Case Manager, Acute  
Case Manager, Lead  
Clinical Documentation Specialist  
Clinical Program Analyst  
Clinical Program Analyst, Cancer Ctr.  
Clinical Psychologist  
CI Research Data Specialist  
CLS  
CLS, GS  
CLS Technical Specialist  
Clinical Nurse Leader, Clinics  
CLS, Lead Micro  
Coordinator, CT  
Coordinator, CT & Diagnostic Imaging  
Coordinator, MRI  
Coordinator, Physician Informatics  
Coordinator Resident Assessment/Staff Dev  
Coordinator, Surgical Board  
Diagnostic Imaging Tech II  
Diagnostic Imaging Tech III  
Dietitian, Acute  
Exercise Physiologist  
Float Nurse, PAAS/Nursing Admin  
Infection Control Practitioner  
Infusion Room Charge Nurse  
Internal Clinical Auditor  
Lead Staff Nurse, Cardiac Rehab  
LVN, LTC  
MRI Technologist  
Nuclear Medicine Technologist  
Nurse Navigator  
Nurse Practitioner  
Nurse Practitioner, Cancer Center  
Nursing Informatics Clinical Analyst  
Occupational Therapist  
Orthopedic Physician Assistant  
Patient Advocate  
Pharmacist  
Pharmacist, Clinical Program Analyst  
Pharmacist, Retail  
Physical Therapist

Physician's Assistant  
PA/NP Case Mgr.  
PACS/Clinical Systems Analyst  
Radiation Therapist  
Respiratory Care Practitioner  
Respiratory Care Practitioner Support  
School Care Coordinator  
Social Worker, Acute  
Social Worker, ECC  
Social Worker, Home Health  
Social Worker, Hospice  
Social Worker, Wellness Neighborhood  
Speech Therapist  
Staff Nurse, Cancer Center  
Staff Nurse, Cardiac Rehab  
Staff Nurse, CPSP  
Staff Nurse, Endo Services  
Staff Nurse, ER  
Staff Nurse, ER IVCH  
Staff Nurse, Home Health  
Staff Nurse, Hospice  
Staff Nurse, ICU  
Staff Nurse, Lakeview  
Staff Nurse, LTC  
Staff Nurse, Med/Surg  
Staff Nurse, PAAS  
Staff Nurse, Pre-Admit  
Staff Nurse, Radiation Oncology  
Staff Nurse, Surgical Services  
Staff Nurse, W & F  
Staff Nurse/Educator  
Staff Nurse/Staff Development  
Ultrasound Technologist  
Ultrasound Technologist II

## Appendix B - Health Insurance Plan Design

2.

Following is a brief summary of health coverage. Full details are available in the Summary Plan Description.

<b>MEDICAL</b>	<b>TFHD*</b>	<b>In Network</b>	<b>Out of Network</b>
<b>Calendar Year Deductible</b>			
Individual	\$500	\$500	\$1,000
Individual + 1 Dependent	\$1,000	\$1,000	\$2,000
Family	\$1,500	\$1,500	\$3,000
<b>Out Of Pocket Maximum</b>			
<i>(Coinsurance + Deductible)</i>			
Individual	\$3,000	\$3,000	\$6,000
Individual + 1 Dependent	\$6,000	\$6,000	\$12,000
Family	\$6,000	\$6,000	\$12,000
<b>Lifetime Maximum</b>	<b>No Lifetime Maximum</b>		
In-Patient Hospital Services	100%	80%	50%
In-Patient Hospital Services Additional Copay/ Admit	none	\$750	\$1,000
Out-Patient Surgery	100%	80%	50%
Out-Patient Surgery Additional Copay/ Surgery	none	\$750	\$1,000
Lab & X-Ray	100%	80%	50%
Emergency Room			
Facility	\$150	80%	50%
ER Physicians	80%	80%	50%
Physician's Office Visit	N/A	\$30 Copay	50%
Urgent Care		\$30 Copay	50%
Pain Clinic	\$30 Copay	\$30 Copay	50%
Surgery (In Physician office)	N/A	\$30 Copay	50%
<b>Mental Health/Alcohol and Substance Abuse</b>			
In Patient	N/A	\$500 Copay	\$1,000 Copay
Out Patient	N/A	80% \$40 copay	50% \$40 copay
<b>Prescription Drug Benefit - 34 day supply</b>			
Generic	\$10	\$20	\$40
Brand	\$25	\$45	\$60
Non-Formulary	\$50 or 50%	\$60	\$100
<b>TFHD Only 90 Day Supply</b>	90 day supply for 2-copays at TFHD only		

\*TFHD refers to services provided and billed by Tahoe Forest Hospital District (TFHD). This does not include physician or other charges not billed by TFHD.

<b>DENTAL</b>	<b>Coverage</b>
<b>Deductible</b>	\$35 Individual \$70 Family
<b>Maximum Benefit</b>	\$1,500 Per Calendar Year per covered Individual
<b>Class A Services - Preventive</b>	100% (deductible does not apply)
<b>Class B Services - Basic</b>	80% (after deductible)
<b>Class C Services - Major</b>	80% (after deductible)
<b>VISION</b>	<b>VSP Coverage</b>
<b>Copayment</b>	\$20
<b>Benefits:</b>	
Exam	Once every 12 months
Lenses	Once every 24 months
Frames	Once every 24 months

3.

### Appendix C - Health Plan Premiums

Monthly Premiums	Base	Screened
Full time single	\$98.77	\$48.77
Full time plus spouse	\$247.81	\$197.81
Full time plus child(ren)	\$222.11	\$172.11
Full time plus family	\$331.32	\$281.32
Part time single	\$147.54	\$97.54
Part time plus spouse	\$346.27	\$296.27
Part time plus child(ren)	\$312.00	\$262.00
Part time plus family	\$457.60	\$407.60

4.

5. Effective January 1, 2020