

BEAR VALLEY

EIGHTH MEMORANDUM OF UNDERSTANDING

Between

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

And

BEAR VALLEY COMMUNITY HEALTH CARE DISTRICT

EFFECTIVE

JULY 1, 2014 – JUNE 30, 2017

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ARTICLE 1 – MEMORANDUM OF UNDERSTANDING

- 1.1 This MEMORANDUM OF UNDERSTANDING, also referred to as Agreement, is made and entered into this day of July 1, 2014, by and between representatives of Bear Valley Community Health Care District (hereinafter referred to as “Employer” or “Hospital”), and the Office and Professional Employees International Union Local 30 , (hereinafter referred to as the “Union”), and it constitutes a mutual recommendation to be submitted to the Employer’s Board of Directors. This Memorandum of Understanding shall not be binding upon the Parties, in whole or in part, unless and until said Board of Directors formally approve said Memorandum of Understanding.

ARTICLE 2 – RECOGNITION & COVERAGE

- 2.1 Pursuant to the Meyers-Milias-Brown Act of the State of California, and the Employer Relations Resolution of Employer (Resolution No. 92-236), Employer has on January 14, 1993, formally recognized the Union as the exclusively recognized employee organization representing employees in the unit of representation consisting of Licensed Vocational Nurse, Clinical Assistant I & II, Certified Nursing Assistant, Operating Room Technician, Phlebotomist, X-Ray Technician, Respiratory Therapist, Dietary Aide, Cook, Environmental Service Technician , Radiology Technician, Radiology Clerk, Maintenance Worker, File Clerk, Patient Account Representative (Collections Clerk), Admitting Clerk, Medical Records Clerk, Activity Coordinator, Clerk Assistant, Coder, Computer Tech, Data Processing Coordinator, Emergency Room Technician, HIM Document Imaging Specialist, Medical Record Specialist, Physical Therapist, Nursing Schedule Coordinator, Staff Development Coordinator and MOM Project Educator, Medical Assistant, Pursuant to an election conducted on December 18, 1992.
- 2.2 The Employer agrees that during the term of this agreement, it will not challenge the bargaining unit status of any job classification covered by this agreement.

ARTICLE 3 – IMPLEMENTATION & TERM

- 3.1 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 the Parties hereto, and if required, approved and implemented by Employer’s Board of Directors.
- 3.2 The term of this Agreement shall be for a three (3) year period beginning July 1, 2014 and ending at midnight on June 30, 2017.
- 3.3 In the event that either Party desires to meet and confer over the provisions of a successor Memorandum of Understanding, such Party shall deliver to the other, no later than 90 days before the expiration date in Article 3.2, its written notice to commence meeting and conferring. In the event neither Party properly and timely delivers notice of its intent to meet and confer over the provisions of a successor Memorandum of Understanding, this Memorandum of Understanding shall continue from year-to-year until either Party delivers written notice to the other of its intent to meet and confer over the provisions of a successor Memorandum of Understanding no later than 90 days before the end of the term hereunder.

- 3.4 If a new Memorandum of Understanding/Agreement is not reached prior to the expiration date, the existing Memorandum of Understanding shall continue in effect until negotiations have been concluded, or until either Party gives to the other Party a seventy-two (72) hour notice of the intent to terminate the Agreement. The Parties may mutually extend the term of the Agreement of a specific period of time to allow for the continuation of bargaining.

ARTICLE 4 – COURTESY

- 4.1 The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, patients and the public.
- 4.2 The Employer and the Union support maintaining a work environment that encourages freedom to honestly express your thoughts in a professional manner, and support a psychologically stable workplace culture at all levels. Such culture will not tolerate inappropriate conduct, i.e. (comments or display of actions/gestures) which would constitute workplace harassment, bullying or vilification. Harassment is behavior which adversely affects the employee's psychological or physical well-being, and that the person knows or ought reasonably to know would cause an employee to be humiliated or intimidated, and/or constitutes a threat to the health or safety of another employee.

ARTICLE 5 – NON-DISCRIMINATION

- 5.1 There shall be no discrimination by the Employer or the Union because of race, color, creed, sex, sexual orientation, national origin, political affiliation or age.
- 5.2 The Parties mutually recognize the rights of all employees covered by this Memorandum of Understanding to join and participate in the activities of the Union or to refuse to join or participate in the activities of this Union, or to represent themselves individually, and appear in their own behalf in their employment relations with Employer. No employee shall be intimidated, restrained, or coerced because of exercise of the aforementioned rights.
- 5.3 There shall be no discrimination by the Employer against any employee on account of membership in or activity on behalf of the Union.

ARTICLE 6 – ORGANIZATIONAL SECURITY AND DUES DEDUCTION

- 6.1 The Hospital shall deduct current and periodic Union dues, from the wages and/or paid benefits of each employee, bi-weekly, who voluntarily executes and delivers to the Hospital the payroll deduction authorization form.
- 6.2 The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

- 6.3 In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over dues.
- 6.4 Employee may opt out of the requirement set forth in the Section 6.1 during the thirty (30) day period immediately preceding the expiration date of this agreement. Failure to opt out during that time period shall bind the employee to maintain dues paying membership in the Union, for the duration of the succeeding agreement. An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the Hospital. The Union may, upon not less than thirty (30) day's written notice of the Hospital, irrevocably suspend operation of Section 6.1 of this Article.
- 6.5 The aggregate amount of such deductions by the Hospital shall be transmitted bi-weekly to the Treasurer of the Union. The Union shall indemnify, defend, and hold the Hospital harmless against any claims made against any suit instituted against the Hospital on account of check-off of employee organization dues. In addition, the Union shall refund to the Hospital any amounts paid to it in error upon presentation of supporting evidence.
- 6.6 The Hospital shall furnish the Association with a list bi-weekly indicating the dues deducted from the pay of any representation unit employee and any changes in employment status affecting the amount of such dues, and a list on hard copy and a disc or electronically (i.e. Excel format) which shall contain: (a) the names in alphabetical order, of all employees in the representation unit. On a monthly basis, the Hospital shall furnish the Association a list on hard copy and a disc or electronically (i.e. Excel format) which shall contain: (a) the current mailing address of record of each such employee and (b) payroll number of each employee. The Association may, by written notice to the Hospital, waive compliance with any or all of the terms of this Section. Any information to be provided hereby shall be governed by applicable laws, related to confidentiality and privacy.
- 6.7 The Union shall, upon presentation of proper invoices, reimburse the Hospital for the actual cost of all lists and services referred to in this Article.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 The Employer retains, solely and exclusively, all rights, powers, discretion, and authority that are not specifically restricted by an express provision of this Agreement.

ARTICLE 8 – PEACEFUL PERFORMANCE OF HOSPITAL SERVICES

- 8.1 The Union, its agents and employees it represents, agree that there shall be no strike, work stoppage, or any other concerted interference with operations or any picketing, or any refusal to enter upon the Employer's premises during the term of this Memorandum of Understanding.
- 8.2 Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the Employer shall determine; provided, however, that the employee shall have recourse to the Grievance Procedure of this Memorandum of Understanding as to the sole question of whether the employee, in fact, participated in such prohibited activity.

- 8.3 The Hospital agrees that there shall be no lockout of employees during the term of this Memorandum of Understanding; provided the term “lockout” is hereby defined so as not to include the discharge, suspension, or reduction in hours of an employee for disciplinary purposes, or the termination, layoff, reduction in force, or other curtailment of employee working time for business or operational reasons.

ARTICLE 9 – UNION REPRESENTATIVES

- 9.1 Up to three (3) Union Representatives, to be designated by the Union, in writing, one of which shall be entitled Chief Union Representative, shall, subject to the approval of the department head or designee, be permitted to conduct Union business on duty time, provided the time used is reasonable in relation to the business conducted. In any event, paid duty time used hereunder may not exceed a total of twelve (12) hours per month for all three (3) Union Representatives, and a Union Representative shall not leave his or her work station or assignment without first securing the approval of the department head or designee. Requests for use of paid duty time hereunder shall not be unreasonably denied. If use of paid duty time hereunder is denied, use of duty time shall be permitted as soon as practicable thereafter. The Hospital at its sole discretion, may grant additional time off to Union Representatives during duty time. Such additional time off shall be without pay. It is understood that confidentiality shall be maintained by all parties to ensure the integrity of the issue. Any violation of such shall be subject to discipline up to and/or including termination.
- 9.2 There shall be an employee committee that will meet with management representatives of the Employer as needed, to review matters pertinent to this Agreement and to address professional concerns. Specifically excluded from such meeting will be subjects that could fall under the grievance procedure. Furthermore, the Hospital shall not be required hereunder to meet and confer over matters within the scope of representation. The Employer reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, as required by law. Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patients, the employee shall immediately notify the employee’s supervisor or designee who will physically visit the unit to assess the situation. The Employer shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.
- 9.3 Union business representatives may enter the Hospital after obtaining approval from the department head or the Employer’s Chief Executive Officer, or their designee, which shall not be unreasonably withheld for legitimate purposes pertaining to Union business. Such access shall at all times be subject to general Hospital rules applicable to non-employees, and there shall be no interference with the work of employees or contact with patients.
- 9.4 The Employer shall provide space in an appropriate location and of appropriate size and design, as mutually agreed, for a glass enclosed Union bulletin board. The Union shall pay for the cost of acquiring and mounting such bulletin board and shall maintain the bulletin board. The Union may use such bulletin board to post official Union notices. The Union shall submit all material to Management for approval prior to posting. Such approval shall not unreasonably be denied. Space shall also be provided on existing bulletin boards in employee lounges for the posting of Union material. The Union agrees that material posted on any bulletin board shall contain no

derogatory or controversial comments regarding the Employer or others, or the Employer's activities, or which discusses economic action against the Employer.

- 9.5 Upon not less than thirty (30) days written notice to the department manager, Employer shall make a reasonable effort to grant a leave of absence for Union business to two (2) employees designated by the Union. Such leave shall be without pay provided that such employee shall continue to accrue seniority, provided further that the total period of all such leaves granted pursuant to this Section shall not exceed thirty (30) days in any one (1) year.
- 9.6 Time spent by employees during negotiations will be considered paid time. Such hours will be paid to the employee at the employee's standard rate of pay on their standard paycheck by the Hospital. The Association shall reimburse the Hospital for the payment of such hours at the employee's standard rate of pay.
- 9.7 Upon not less than thirty (30) days written notice from the Union to the Director of Human Resources, and absent unusual business circumstances, the employer will release no more than two (2) shop stewards for one (1) day each calendar year to attend the Union's steward training seminar. The Union's notice shall give the date, time, and location of the seminar and the proposed attendees. The employer shall not be obligated to pay any expenses of the employees for travel to or, attendance at the seminar. The District will be reimbursed by the Union for the payment of those hours at the employee's standard rate of pay.

ARTICLE 10 – DISCIPLINE & DISCHARGE

- 10.1 The Employer shall have the right to discipline an employee, up to and including discharge, for reasonable cause only which encompasses the concept of progressive discipline.
- 10.2 Disciplinary reports shall remain in the employee's personnel file. However, any minor disciplinary action, for which there has been no recurrence in a twelve (12) month period, shall not be used as a foundation for subsequent discipline, and minor disciplinary report shall be removed at the beginning of the thirteenth (13) months. Disciplinary action involving egregious behavior such as substance abuse, falsification of records, sleeping on the job, and work related criminal violations shall not be removed from personnel file. Moreover, HIPAA reportable events shall remain in the personnel file as required by federal and state laws and shall not be removed.
- 10.3 An employee shall have the right to request a Union Representative to be present at any meeting with supervisors or management in which such meetings are investigatory, accusatory, or disciplinary in nature. An employee who is only a witness in an investigation will be given notice prior to the meeting in order to have an opportunity to meet and confer with their representative. A witness is not entitled to a Union Representative unless agreed to in advance by the employer on a non-precedent setting basis. It is agreed that the witness confidentiality rules are applied to the both employee and their representative. The witness employee shall be advised that his/her obligation is to cooperate, speak the truth and whatever is shared with the individual administering the investigation, accusation or discipline, will not be used against the "witness" employee unless the same "witness" employee admits to a wrongdoing against the district. The supervisor/representative will advise the employee whenever the meeting is to be

investigatory, accusatory, or disciplinary as to that individual. The employee's representative shall be either a Union Representative, or other State or Local Union Representative. The representative shall be chosen by the employee and shall be present and available promptly upon the employee's request. If Hospital operations do not permit prompt availability of the requested representative, the requested representative shall be made available as soon as reasonably possible thereafter. The Union agrees that if a representative requested by the employee is not promptly available, and the representative's availability is not due to Hospital operations, the Union shall make another representative available for the meeting as soon as reasonably possible.

- 10.4 The Employer may place an employee on paid administrative leave pending investigation to determine whether disciplinary action is, in fact, warranted; to protect the integrity of an investigation; or to protect the safety of persons or property. The placement of an employee on paid administrative leave shall not be considered disciplinary and shall not be subject to the grievance procedure; provided, however, that any disciplinary action arising out of an investigation where the employee has been placed on paid administrative leave is subject to the grievance procedure.
- 10.5 An employee who is discharged shall be entitled to receive all accrued benefits as provided elsewhere in the Agreement less any sums due the Employer.
- 10.6 Employees may review their personnel files upon request. Review of files shall take place during business hours of the Employer's Human Resources Department.
- 10.7 A Union Representative, upon written request and authorization by an employee, may examine the employee's personnel file. If requested, the employee shall receive copies of any item of the file that pertains to any matter for which the employee is being represented.
- 10.8 Material will be removed or otherwise deleted from the personnel file in the event an employee and the Employer agree that the material is incorrect or it is determined to be incorrect as a result of the grievance procedure.

ARTICLE 11 – GRIEVANCE & ARBITRATION PROCEDURE

- 11.1 In order to be timely, a grievance must be brought to the attention of the employee's immediate supervisor within ten (10) calendar days after the employee or Union had knowledge, or should have had knowledge, of the event or conditions which gave rise to the grievance. A grievance that is not timely filed is null and void and is without recourse. Failure to timely file a grievance may be raised at any step in the Grievance Procedure.

In cases of discharge, Step 1 shall be omitted and the grievance shall be submitted in writing to the employee's department head in Step 2 within ten (10) days of the effective date of discharge.

- 11.2 First Step

A written grievance shall be served on the immediate supervisor or designee of the immediate supervisor. The immediate supervisor or designee may elect to schedule a meeting following

receipt of the written grievance, or proceed to issue the written response. The immediate supervisor or designee must respond to the grievance, in writing, within ten (10) calendar days following the conclusion of the meeting, or within ten (10) calendar days following the supervisor's or designee's receipt of the written grievance, if no meeting is held.

11.3 Second Step

If the Employer's response from the First Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed within ten (10) calendar days to the Second Step by filing the written grievance with the department head or designee of the department head. (In the event that the department head or designee is also the employee's immediate supervisor, the employee may proceed directly to the Third Step by filing the written grievance within ten (10) calendar days of the date of the response in the First Step, or the date it was due if no response is filed within the specified time period).

The Second Step meeting will be scheduled within ten (10) calendar days following receipt of the appeal by the department head or designee. The written response to the grievance at the second Step will be served within ten (10) calendar days following the conclusion of the Second Step meeting(s).

11.4 Third Step

If the Employer's response from the Second Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed to the Third Step. The appeal must be made to the Chief Executive Officer or designee of the Chief Executive Officer within ten (10) calendar days of the date the department head's final response is served on the grievant.

The Third Step meeting will be scheduled within ten (10) calendar days following personal receipt of the appeal by the CEO or designee. The written response to the grievance at the Third Step will be served on the grievant within ten (10) calendar days following the conclusion of the Third Step meeting(s).

11.5 Fourth Step

- (a) If the grievance is not resolved at the Third Step within twenty-one (21) days after receipt of the Third Step reply, the written grievance may be submitted to arbitration for a decision. An impartial arbitrator shall be selected by alternate striking from a list provided by the California State Mediation and Conciliation Service. The arbitrator's decision on grievances over disciplinary action up to ten (10) days suspension, without pay, shall be final and binding on the parties. All non-discipline related grievances and grievances over disciplinary actions exceeding ten (10) days suspension, without pay, are subject to advisory arbitration as set forth hereafter. Within ten (10) days after issuance of the arbitrator's decision, either Party may notify the other, in writing, of its rejection of the advisory ruling. A rejection by either Party of the arbitrator's decision shall cause the grievance to be submitted to the Board of Directors for determination. The matter shall be considered by the Board, with or without hearing, in the sole discretion of the Board, at any time convenient to the Board, within forty-five (45) days after issuance of the arbitrator's decision. The decision of the Board shall be final and binding on both Parties. The cost of arbitration shall be shared equally by the Parties.

- (b) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of a provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective Parties in the presence of each other and upon argument presented in briefs. The Parties may mutually agree to use expedited arbitration procedures.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. Past practice of the Parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his or her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless both Parties expressly agree otherwise. However, both Parties will in good faith endeavor to handle in an expeditious and convenient manner cases that involve the same or similar facts and issues.

11.6 General

- (a) The Parties agree to limit the number of participants at any meeting within the grievance procedure to a reasonable number and to those able to make a material contribution to the attempt to resolve the grievance.
- (b) In the event the grievant elects to represent himself/herself without Union involvement, the Union shall be held blameless for all outcomes arising from the Grievance Process, unless otherwise provided by law. Should the grievant elect to appeal to arbitration, all costs associated with the arbitration, as outlined in Section 11.6 will be borne solely by the grievant and the Employer. In the event a grievant elects to exercise the right to represent him or herself, and objects to the attendance of Union Representatives, such individuals shall be excluded; provided, however, representatives of the Union will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Union's interest in effective representation of its members. Accordingly, the Employer shall provide the Union access to (1) information concerning the nature of the grievance; (2) any procedures utilized during the course of the grievance proceeding; and (3) the results of the grievance proceeding. The Hospital shall delete any personal information protected under the rights of privacy.
- (c) The Parties agree to cooperate fully in investigating the facts surrounding grievances; and also agree to produce all evidence necessary to substantiate their respective positions regarding the grievance, subject to the privacy rights of patients and employees.
- (d) No settlement decision of any Arbitrator, or the Employer, in any one case shall create a basis for retroactive adjustment in any other case.

- (e) Time limits at any point in the grievance procedure may be extended by the mutual written agreement of the Parties. Any step of the grievance procedure may be mutually waived; however, no matter may be appealed to arbitration without first having been processed through the Third Step. When a step is waived, then the time limits in the next step shall apply.
- (f) If the Employer does not respond to a grievance within the time limit provided, or any extension thereof made pursuant to this article, the grievance may be appealed to the next step within the time limit provided, without the Employer's response.
- (g) A grievance may be referred to mediation, but only by mutual agreement of the Parties following a timely appeal to arbitration. The mediator or mediators shall be selected by mutual agreement of the Parties. In the event the Parties are unable to agree upon the selection of a mediator or mediators, this mediation procedure shall not be effective.

The expenses and fees of the mediator or mediators shall be shared equally by the Parties. The mediation proceedings shall be entirely informal in nature and subject to mutual agreement of the Parties.

Mediation shall be non-binding. The primary effort of the mediator or mediators should be to assist the Parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator or mediators shall be free to use all of the techniques customarily associated with mediation, including private conferences with only one Party.

If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the Parties may proceed to arbitration.

- (h) Pursuant to Article 11.5 of the Memorandum of Understanding ("MOU") the parties agree that when a Disciplinary grievance has been submitted to arbitration the District will comply with the pre-arbitration discovery requirements set forth in applicable case law for the State of California. Such information will be provided unless the District asserts that the information requested is 1) "plainly irrelevant"; 2) does not exist or providing it is unduly burdensome; or 3) the disclosure of the information would compromise a recognized right of privacy.

Any disputes relating to the production of pre-arbitration discovery requirements shall be referred to the arbitrator selected by the parties for the proceeding for a decision.

- 11.7 An employee may attend his/her own grievance hearing with no loss of pay if scheduled during the employee's normal working hours.

ARTICLE 12 – PROBATIONARY PERIOD

- 12.1 All new employees shall be subject to a probationary period of not less than ninety (90) days. A represented employee who is promoted to a position within the represented unit shall be subject to a probationary period of not less than ninety (90) days, and will retain all Union rights. A represented employee who is promoted to a position outside the represented unit shall be subject to a probationary period in not less than ninety (90) days. At the Sole discretion of the employer, the probationary period may be extended for an additional ninety (90) days. Extensions shall not establish precedent for future probationary periods.

All new employees shall not be considered to be on permanent status until after satisfactorily completing the probationary period and extensions if applicable.

- 12.2 A new probationary period is not required for an intradepartmental transfer within the same classification. A reinstatement to a department in which the employee previously worked and satisfactorily completed probationary period in the same or comparable classification does not require a probationary period.
- 12.3 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standard of work. A Department Head may recommend, and the Chief Executive Officer may extend an employee's probationary period by a maximum of three (3) months in one (1) month increments. When it is determined that the probationary is to be extended, the employee shall be notified prior to expiration of the probationary period.
- 12.4 If an employee is on leave without pay or off work without pay for an extended period of time, then the probationary period shall be extended by a minimum period of time equal to the length of time off work without pay or leave without pay. An employee shall be informed of such extension of probation at the time of such extension.
- 12.5 Probationary employees do not have property or vested rights to their position with the District. During the probationary period an employee may be rejected at any time without cause and without the right to appeal. Notification of rejection in writing shall be served on the probationer. The effective date of the rejection shall not be later than the last day of the probationary period.
- 12.6 Promotion
- An employee who applies for and is selected for a higher position (promotion) and is rejected anytime from his /her probation, may return to his /her former or comparable position unless the District elects to terminate the employee's employment with the District for reasonable cause as set forth in Article 10.
- 12.7 The Employer shall provide an orientation program for orienting all newly hired employees to the objective, purposes and structure of the Hospital and its facilities; programs, including the Disaster Plan; and policies and procedures. Employer personnel in charge of the orientation program shall establish and maintain a checklist procedure.
- 12.8 At the time of new hire orientation, new hires covered by this Agreement shall receive a copy of the UHCE-BVCH Memorandum of Understanding and orientation on the terms and conditions of employment therein.

ARTICLE 13 – PERFORMANCE EVALUATION

- 13.1 It is the policy of the Employer to periodically appraise the job performance of each employee and to provide feedback concerning the actual job performance of the employee as well as to provide both the supervisor and the employee the opportunity to document and discuss the employee's performance.
- 13.2 A written performance evaluation shall be completed after a new employee has completed three (3) months of service and at least annually thereafter. Supervisors may, at their discretion, initiate additional evaluations.
- (a) The performance evaluation shall be discussed with the employee after the evaluation has been reviewed and approved by the Department Manager. Both the evaluator and the employee shall sign the evaluation (the employee's signature shall acknowledge awareness of the performance evaluation's content, not necessarily agreement). Each employee will be given the opportunity to respond to any performance evaluation by commenting on the evaluation form or attaching a response. The performance evaluation will then be sent to the Human Resources Department for review and approval by Administration. Upon administrative approval, the performance evaluation will become a part of the employee's personnel file.

ARTICLE 14 – SENIORITY

- 14.1 "Employee Bargaining Unit Seniority" shall be defined as the period of continuous service as an employee with the Employer.
- 14.2 "Hospital Seniority" shall mean the employee's continuous employment with the Employer since the employee's most recent hire date, less any unpaid authorized absence from work in excess of thirty (30) calendar days (excluding approved FMLA/CFRA leave).
- 14.3 A probationary employee shall have no seniority rights but shall accrue seniority from the date of hire upon completion of the probationary period.
- 14.4 For purposes of a layoff, which shall be deemed not to include a call off or schedule change which results in lost work time, and in recall from such layoffs, Bargaining Unit Seniority shall prevail provided that skill, training experience, work performance and ability are substantially equal. At the time of a layoff, notice will be given to the Union as soon as possible. Notice to the affected employees will be made as soon as the planned details of the layoff have been finalized. Notice will not be unreasonably delayed.
- 14.5 An employee whose position has been eliminated in a layoff will be placed into any vacant position of the same status for which the employee is qualified. If no such position exists, the facility will consider layoff in the following order: (1) employees who want to volunteer for layoff, (2) employees who volunteer changes in status, (3) discontinue the use of per diem employees to the extent feasible, and (4) terminate probationary employees except in those cases where a specialized skill is needed. After this order has been followed and there is a continued need, the affected employee may displace the least senior employee, within his/her status provided he/she is qualified for said position and provided that skill, training, experience,

work performance and ability are substantially equal. The employee displaced by such action shall be placed on layoff status.

- 14.6 Laid off employees shall be listed by Bargaining Unit Seniority on a recall list and will be subject to recall and rehire for a period of one (1) year from the date of layoff. It shall be the employee's responsibility to timely inform the Employer of the employee's current address and telephone number. Recall of laid off employees shall be in the order of Bargaining Unit Seniority, provided that skill, training, experience, work performance, and ability are substantially equal, starting with the most senior, and without regard to whether the available employee position is of the same status or on the same shift as the job occupied by the employee prior to layoff.
- 14.7 When a job opening becomes available, the employee will be notified by telephone, and a confirming letter will be sent by registered mail to the employee. The employee will be given five (5) calendar days from the date the verbal notification is given or 10 calendar days that written notification is sent to inform the Employer whether the available position will be accepted. If the Employee does not respond within the designated period, the employee will be moved to the bottom of the recall list.
- 14.8 After accepting a recall, an employee shall have five (5) calendar days in which to return to work at the Hospital, or to arrange a later return date if reasonable. Failure to return to work within five (5) calendar days, or by a later date if previously established, will result in the employee being moved to the bottom of the recall list. Any recalled employee may return to work as soon as the Employer is notified and a schedule allowing for such return can be established.
- 14.9 When an employee refuses an offer of recall, the employee will be moved to the bottom of the recall list.
- 14.10 After one (1) calendar year in which no recall has occurred, the employee will be removed from the recall list.
- 14.11 The Employer shall have the discretion to determine an employee's skill, training, experience, work performance, and ability where applicable.
- 14.12 Employee Bargaining Unit Seniority and Hospital Seniority shall be lost and the employment relationship ended as a result of any of the following: (1) Voluntary termination of employment; (2) Discharge, (3) Failure to return from an authorized leave of absence, and (4) Failure to return to work following recall, or removal from the recall list following a period of one (1) year.
- 14.13 An employee with six (6) months of continuous service, and who terminates employment and is rehired by the Hospital within three (3) months of termination to a position within the bargaining unit, will retain all unpaid previously accrued service credit for wages and benefits and will retain previously accrued bargaining unit seniority.

ARTICLE 15 – JOB POSTING & FILLING OF VACANCIES

- 15.1 Employee jobs in classifications covered under this Agreement that are permanently vacated and/or newly created will be posted for an initial period of five (5) days. Interested employees may bid for such jobs within the five (5) day period by completing a form provided by the Employer for that purpose.
- 15.2 Posting for open employee jobs shall be displayed at appropriate location(s) in the Hospital. The final date of posting will appear on the posted notice.
- 15.3 All qualified employees who bid for a posted job opening during the five (5) calendar day posting period shall be considered for such job, provided they meet requirement of the job opening and have demonstrated ability in that position. If all other relevant factors are substantially equal between two or more employees, the position will be granted based on Bargaining Unit Seniority.
- 15.4 The Employer shall provide the job description of a vacant classification to any employee requesting such. The job description for a classification shall include, but is not limited to, statements regarding the functions and qualifications for each classification.
- 15.5 No transfer will be allowed during the ninety (90) day probationary period unless otherwise mutually agreed upon by management and the Union.
- 15.6 Deleted
- 15.7 In recognition of the difficulties that may be imposed on the Employer to recruit and orient replacements for employees who terminate their employment for personal reasons, employees are required to tender at least two (2) weeks notice in advance of their resignation. The Employer may provide pay in lieu of notice, as it deems appropriate.
- 15.8 An employee who resigns, or is terminated, shall be entitled to receive all accrued benefits provided elsewhere in this Agreement, less any sums due the Employer.
- 15.9 At such time as the Employer establishes a new position covered by this agreement, or revises the content of an existing position, a new job description will be prepared. The Employer will also prepare a wage range for the new position. The Employer shall provide notice to the Union of the new position or job revision and upon request by the Union; the parties will meet to discuss the content of the new position/wage or job revision if the position is within the bargaining unit.

ARTICLE 16 – WAGES

16.1 The wage ranges for Employees covered by this Agreement shall be those set forth on Appendix “A.”

16.2 Effective July 1, 2015, each bargaining unit employee will receive an across the board increase to his or her rate of pay equal to three percent (3%).

Effective July 1, 2016, each bargaining unit employee will receive an across the board increase to his or her rate of pay equal to three percent (3%).

Maximum wage ranges, if any, shall be increased commensurate with the wage increases contemplated by this Section 16.2 to ensure that no bargaining unit employee is denied a wage increase under this Section 16.2.

16.3 Employer agrees to furnish the Union, upon request, with one (1) copy of each job description presently established and of such up-to-date job description as it may prepare in the future for the classification set forth in Exhibit “A” attached hereto.

16.4 Employees hired in a particular pay grade may be given four percent (4%) credit for each year of past applicable experience. This decision will be at the discretion of the department head. It is not intended to exceed the salary of an existing employee with the same or greater years of experience.

16.5 Employees who move to/from a higher or lower pay grade because of a promotion, demotion, reclassification, or reallocation will receive an increase or decrease in base salary equivalent to the dollar amount difference between the minimum of the old pay grade and the minimum of the new pay grade. This adjustment will not exceed ten percent (10%) of the employee’s base salary or be less than the minimum or more than the maximum of the pay grade. In addition, the salary will not be less than would be assigned to a newly hired employee with similar past work experience. No salary adjustment will be given to an employee who maintains the same pay grade. The anniversary date for an employee’s performance evaluation will not be changed due to a move to/from a higher, lower or same pay grade.

16.6 Differential

Employees who work an Evening Shift between 3:00 p.m. and 11:00 p.m. or a Night Shift between 11:00 p.m. and 7:00 a.m. will be eligible for a shift differential. Evening Shift differential rate will be \$1.28 per hour for Clinical/Non-Clinical bargaining unit employees and \$2.99 per hour for Professional bargaining unit employees and will be paid for a shift worked between 3:00 p.m. and 11:00 p.m. Night Shift differential rate will be \$1.78 per hour for Clinical/Non-Clinical bargaining unit employees and \$4.30 for Professional bargaining unit employees and will be paid for a shift worked between 11:00 p.m. and 7:00 a.m. Shift differential rate for either Evening or Night Shift is determined by the majority of hours worked during the shift. Exception: An employee working a complete double shift will be eligible to qualify for shift differential as two (2) separate shifts. For purposes of this Section 16.6, Professional bargaining unit employees shall mean and refer to respiratory therapists, radiology technicians (Level I, II, and III), Radiology Tech Leads, Coders, and Computer Techs and

Clinical/Non-Clinical bargaining unit employees shall mean and refer to all other bargaining unit employees.

16.7 Holidays

Authorized time worked by employees on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, shall be paid at one and one-half (1-1/2) the regular rate of pay.

16.8 Education

- a. Full time and part time employees are eligible for compensation and/or reimbursement for those classes that are required as a condition of employment at the facility. Mandatory classes/meetings are defined as CPR, Orientation, ACLS, staff meetings and mandatory in-services. All time attending classes/meetings will be paid at straight time.
- b. If an employee is requested to attend a work related training seminar the Hospital will pay any tuition/registration for the employee. In addition, the expenses such as travel and/or accommodations may be reimbursed depending on the circumstances. Employees must complete a "request to attend an outside educational program" form and obtain approval prior to the seminar. All hospital sponsored training must be approved by the supervisor and the Human Resources Director and submitted to the payroll office no later than 10 days prior to the anticipated start date.
- c. The employee is expected to share knowledge gained with co-workers as well as submit a written summary of seminar highlights to his or her supervisor. A copy of the summary will be provided to the Human Resources Director.
- d. Employees are expected to substantiate expenditures with receipts. Receipts are attached to the travel expense record and submitted to the payroll office. Payment of the balance is made following authorization by the supervisor and the Human Resources Director. Any employee who attends a seminar, workshop, or meeting without prior authorization from their supervisor will be held responsible for costs incurred.

16.9 Education Reimbursement/Loan Repayment

The district encourages the employees in their attempts to improve their career development. To this end, the District provides loan repayment to employees who are pursuing accredited programs that will benefit the employee and the District.

- a. The employee must be employed as a benefit employee for at least one year before applying for the loan repayment program and must continue to work their scheduled hours (part-time 24-32 hours per week and full time 36-40 hours per week) during the course of study.
- b. The course or training is to be taken in an accredited school or sponsored by a recognized professional association. The course of study and payment must be pre-approved by the Department Director and the Human Resources Director.

- c. A loan repayment form will be completed by the employee and approved prior to the start of training.
- d. The education course will be taken outside of the employee's normal working hours. If an employee needs occasional time off to attend training courses, he/she should make a request for schedule changes to his/her supervisor. It is the decision of the supervisor whether this request can be approved based on staffing needs of the department.
- e. Full time benefited employees may apply for up to \$3000 each fiscal year based on the availability of funds for loan repayment. Part time benefited employees may apply for up to \$1500 each fiscal year. Expenses for transportation or equipment related to the course must be borne by the employee. Funds will be approved for distribution based on the budgeted amount available.
- f. Reimbursement per unit shall not exceed the tuition cost per unit at the University of California Riverside. If an employee enrolls in a specialty program which is not otherwise offered at a community college, a California state university, and/or the University of California Riverside he/she shall be eligible for a higher cost per unit reimbursement. This reimbursement shall also cover the cost of books and lab fees.
- g. Upon successful completion of an approved course the employee must submit a copy of the approved loan repayment form, receipts for the actual course, and an official course grade report to Human Resources. Upon receipt of these items and consistent with the preapproved Loan Repayment form, a reimbursement check will be provided. Records of successful course completion (C) or better will be made part of the employee education file.
- h. The loan repayment will be waived if the employee maintains their current employment status with the district for a period of two (2) years after the completion of the course. If the employee terminates employment prior to the two (2) year term of the agreement, total repayment of the loan, including interest at the current market will be due and payable upon date of termination. Failure to repay the loan amount will result in the account being sent to collections. The employee has the option of repayment of the loan through a payroll deduction.
- j. The Hospital shall have the right to freeze this education reimbursement/loan repayment program by providing notice to the Association at least thirty (30) days prior to the anniversary date of this Agreement. The Association acknowledges and agrees that the education reimbursement/loan repayment program has been frozen for the period of July 1, 2014 to June 30, 2015.

16.10 Mileage

Employees using their personal automobiles for required Employer business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy. If a business trip occurs during an employee's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the employee's regular work location. If a mandatory class is offered by the Employer at the hospital, no employees will be reimbursed for mileage, class hours or class fees if they choose to attend the class elsewhere.

ARTICLE 17 – HOURS & OVERTIME

- 17.1 Daily Overtime (over eight (8) hours in a twenty four (24) hour period) will not apply in the event the employee/employer mutually agree to prescheduled commencement of work earlier/later than the preceding day and no more than four (4) hours are involved.
- 17.2 Intent: This language does not avoid overtime pay when an 8 hour employee is requested to work a 12 hour shift. This language is intended to allow employee flexibility in scheduling for school etc. and for the employer to meet operational needs.
- 17.3 Nothing in this Article or in this Memorandum of Understanding shall be construed to constitute a guarantee of hours of work per shift, per day, per week or per pay period.
- 17.4 Workday is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty four (24) hour period. The twenty four (24) hour clock remains constant until there is a period greater than twenty four (24) hours before the next shift commences.
- 17.5 Hours of work are defined as a twenty four hour period commencing at 12:01am and ending at 24:00 Saturday. Workweek is defined as the period from 12:01 a.m. Sunday to 24:00 Saturday. Except as provided for in section 17.6, below, fourteen (14) consecutive days shall constitute the work period.
- 17.6 The decision to implement any alternative work schedule is at the sole discretion of the District. The alternative work schedule may be revoked at any time by the District as long as (30) days' notice of revocation is given to the Union and employees. Any modified work schedule shall not be considered a vested right or benefit and the District has no obligation to "meet and confer" or "meet and consult" prior to revocation, but the District agrees to consider to meet with the effected employees and the Union representative in the interest to collaboratively problem solve. However, on a case by case basis in those instances in which the parties cannot achieve a mutual resolution the District retains the authority to modify a work schedule.
- Notwithstanding any other provision of this Agreement, the Employer may maintain ten (10) and twelve (12) hour shift schedules. In such cases, the work period shall consist of seven (7) consecutive days.
- 17.7 Employees working the day, evening and night shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. Employees working a ten (10) and twelve (12) hour shift shall also receive not less than one-half (1/2) hour for lunch. If such an employee is required to work during the lunch period or is required by the supervisor to remain in the work area, such lunch period shall be paid as time worked in addition to payment for the shift and shall be deemed time worked for the purposes of computing overtime.
- 17.8 Except for employees assigned to ten (10) and twelve (12) hour shifts, all hours worked in excess of eight (8) per day shall be paid at the rate of one and one-half (1-1/2) times the employees regular rate of pay, except when the request is made by the individual employee and such treatment is allowable within applicable labor law. Except for employees assigned to ten(10)

and twelve(12) hours shifts, all hours worked in excess of eighty(80) per two(2) week period shall be paid at the rate of one and one-half(1-1/2) times the employee's regular rate of pay, subject to the section 17.12 below.

- 17.9 If an employee is assigned on a ten hour shift, all hours worked in excess of ten (10) shall be compensated at one and one-half (1-1/2) times the employees regular rate of pay. Subject to section 17.12 below, all hours worked in excess of forty (40) in the workweek shall be compensated at one and one-half (1-1/2) times the employees regular rate of pay.
- 17.10 If an employee is assigned on a twelve (12) hour shift, all hours worked in excess of forty (40) in the workweek shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.
- 17.11 All hours worked in excess of twelve (12) in a workday shall be compensated at two(2) times the employee's regular rate of pay, except when the request is made by the individual employee and such treatment is allowable within applicable labor law.
- 17.12 All overtime hours worked by an employee shall be authorized by the supervisor in advance, if possible; otherwise the claim for overtime shall be subject to review by the Hospital management.
- 17.13 There shall be no pyramiding or duplication of overtime for the same hours worked.
- 17.14 An employee working in non- patient care areas assigned to standby duty shall be compensated at the rate of four dollars (\$4.00) per hour for each hour that the employee is required to be on standby. When an employee is called back to the hospital while assigned to standby status, pay for all time worked while on call back shall be at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, with the following exceptions: (1) call back hours worked during a shift for which the employee was previously scheduled to work will be paid at the employee's straight time hourly rate; (2) employees assigned to standby status in the Operating/Recovery Rooms shall be paid for hours worked between 6:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays, at the employee's straight time hourly rate. Employees recalled to work when assigned to standby duty will be guaranteed two (2) hours of work or payment in lieu thereof. (Intent: To expand hours of operations in order to better meet the needs of the patients and surgeons. There is no intent to change current practice of employees working eight (8) hour shifts.) It is understood employees working over eight (8) hours would be compensated at the premium rate. Employees assigned to patient care areas: LVN'S, CNA, ER TECHS RESPIRATORY THERAPISTS, RADIOLOGY TECHS, OR TECHS, ETC. WILL BE COMPENSATED @ \$ 6.00 PER HOUR. Maintenance employees assigned to standby duty shall be compensated at the rate of six (\$6.00) dollars per hour for each hour that the employee is required to be on standby duty. It is understood that the Hospital has the authority to determine when employees will be placed on standby duty.
- 17.15 Each employee shall receive a paid fifteen (15) minute rest period during each half of their eight (8) hour shift, or, for ten(10) and twelve (12) hour shifts, three (3) fifteen (15) minute breaks, (one (1) during each four (4) hour portion of the shift) during each twelve (12) hour shift. Such breaks shall be scheduled by the supervisor according to the needs of the department.

- 17.16 Because of the nature of a medical care organization, it is recognized that a major community disaster or emergency could require services of the Hospital beyond those normally provided. In the event of such disaster or emergency, and in recognition of the Parties' obligations to the community, all or parts of this Article may be suspended for the period required by the disaster or emergency.
- 17.17 Any full-time or part-time employee who agrees to come in on his/her day off will be reimbursed at one and one-half (1-1/2) times his/her regular rate of pay, plus a bonus of fifty dollars (\$50) per shift if he/she works at least two hours. The employee must have worked forty (40) hours during the week he/she is called in to be eligible for receive the bonus and time and one-half (1-1/2) (Example: If the employee has worked 30 hours during the week, the employee would not be eligible for the bonus and time and one-half (1-1/2) pay if called in to work.) However, any additional call-in shifts would be paid at the bonus and time and one-half (1-1/2) pay, providing no other unscheduled time off occurred during the pay period). Per Diem employees who are scheduled to work three (3) or more shifts in a week will be eligible for the above incentive when they are called in for an additional shift. Incentive pay does not apply to employees who are already scheduled to work.
- 17.18 Bargaining Unit Seniority shall be considered in scheduling.
- 17.19 All employees shall be scheduled according to:
- a. 35-28 calendar days prior to the commencement of the schedule, full time, part time and per diem employees shall provide availability and/ or requests off and be scheduled up to 40 hours at straight time within a workweek on a equitable basis.
 - b. 14 calendar days prior to the commencement of the schedule, the schedule shall be posted per the MOU.
 - c. The order of selection for employees to work additional shifts is as follows: 1) Full time, part time for additional days non-premium time, 2) per diem non-premium time, 3) full time and part time available for additional days premium time should be distributed equitably, 4) per diem premium time to be distributed equitably.
- 17.20 Cancellation:
- In the event of low patient census travelers will be sent to float in other units before any employees are cancelled.
- 17.21 Per Diem employees must work minimum of three (3) shifts within a six (6) week period and annually work a minimum of one (1) of the seventh (7) holidays, as defined in Article 16.8 holidays, in order to be maintained on the schedule. Management in its sole discretion may waive the work requirements if shifts are not available.
- 17.22 For purpose of calculating hours worked for the medical insurance benefit, a part-time employee who is scheduled to work, and is cancelled by the employer for lack of work, shall have those scheduled hours "count" as hours worked.

ARTICLE 18 – PAID TIME OFF (PTO)

- 18.1 Paid Time off (PTO) benefits are based on full-time service commencing with the date of hire. Regular part-time employees shall accrue PTO commencing with date of hire on a pro-rated schedule based on their authorized hours. Temporary and Per Diem employees shall receive no benefits.

PTO cash out is limited to no more than one (1) time per quarter. Employees must maintain a total of 80 hours in their PTO bank before cash out is approved. The total PTO hours cashed out may not exceed 40 hours per quarter and 160 hours per calendar year unless the maximum accrual amount will be exceeded. Any request for PTO cash out that is outside these stated limits may be granted at the discretion of the Human Resources Director and CFO, if the employee can establish an unforeseen emergency need. A "Request for PTO Cash Out" form must be submitted and approved by the department manager prior to submission to the Human Resource Department. PTO cash outs will be included in the employee's pay check. This policy is to reduce the number of manual checks necessary to process cash out requests. Employees should plan their requests with payroll periods to avoid delay in payment. The cash out form must be submitted to the Human Resources Department prior to the deadline for submittals of timecards or the cash out will not be processed until the following pay period.

- 18.2 PTO accrues each pay period based upon all hours paid up to a maximum of eighty (80) hours and upon length of service. Eligible employees will accrue PTO as follows:

<u>Length of Service</u>	<u>Accrual Rate Per Paid Hours</u>
0 – 4 years	.09615
5 – 9 years	.1154
10 + years	.1346

PTO accrual includes the former paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday, and floating holiday.

- 18.3 Unused PTO may be carried forward from one year to the next.

During the period of July 1, 2014 to May 30, 2016, the maximum benefits an employee may have at any time shall equal two (2) year's PTO at the employee's annual accrual rate. If the Employee's earned, but unused, PTO reaches the maximum the employee will not accrue any additional benefits. When the employee later uses enough PTO to fall below the maximum, he/she will resume earning PTO from that date forward. Employees do not earn PTO while on leave of absence.

On and after May 31, 2016, the maximum benefits an employee may have at any time shall equal 320 hours. If the Employee's earned, but unused, PTO reaches the maximum the employee will not accrue any additional benefits during each pay period during which his/her earned but unused PTO equals 320 hours and the Employee shall be paid for the number of hours he/she would have accrued beyond the maximum for the applicable pay period at his/her base hourly rate. By way of example only, if the employee had 315 of earned but not used PTO and would earn 10.6 hours during the pay period, the employee will earn 5 hours of PTO for the pay period and be paid for 5.6 hours of PTO at his/her base hourly rate. When the employee

later uses enough PTO to fall below the maximum, he/she will resume earning PTO from that date forward. Employees do not earn PTO while on leave of absence. Notwithstanding the provisions of Section 18.1, bargaining unit employees who had more than 320 hours of accrued PTO as of November 1, 2015 shall be entitled to cash out a sufficient number of accrued PTO hours on May 31, 2016 so that his/her accrued PTO balance as of May 31, 2016 is no more than 300 hours.

- 18.4 Paid Time off (PTO) hours shall be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventative health care, dental care, personal business, dependent's school visitation, and other excused elective absences. PTO may be used in a minimum of one (1) hour increments. Approved educational leave, bereavement leave and jury duty are paid in addition to PTO days, and the PTO account is not charged with this time off. PTO hours can be used for incidents when employee is placed on call due to low census to supplement and keep the employees whole.
- 18.5 Employees are eligible for a maximum of five (5) unpaid days per year and a maximum of ten unpaid emergency leave days per year. Employees must request these days off in advance from their supervisor.
- 18.6 Vacation Seniority. Subject to Hospital needs, among employees who have submitted vacation requests (first and second choices) on or before February 1 of each calendar year, the Employer will formulate and post the vacation schedule by March 1 of each calendar year for the next ensuing twelve (12) month period. Employees having the most Hospital seniority, in their respective departments and on their respective shifts, shall receive preference as to vacation times (provided that skill, training, experience, work performance and ability are substantially equal); provided that an employee transferring to a new department or to a new shift after February 1, shall not receive preference as to vacation times until the following calendar year.
- 18.7 With the exception of vacations, emergencies or illness, PTO must be requested and agreed to in advance, by the supervisor. In most instances, employees must request PTO at least ten (10) days in advance and the supervisor must respond within five (5) days. In cases of absences for emergencies or illness, the employee shall make every effort to notify his/her supervisor at least (2) hours before the start of the work shift. The Employer may require reasonable proof of illness or emergency when away from work for these purposes.
- 18.8 Upon making a request in writing to the Human Resources Department at least four (4) days in advance of the scheduled pay period in which the PTO time will commence, an employee may receive any PTO pay otherwise falling due during the scheduled pay period(s) not later than one (1) day prior to the commencement of scheduled time off.
- 18.9 Upon termination of employment with the District, or upon changing to Per Diem status, all unused PTO hours will be paid off at the employee's current hourly rate of pay. PTO hours may not be used to extend employment with the District beyond the last day actually worked.

ARTICLE 19 – EXTENDED SICK LEAVE (ESL)

- 19.1 All full-time employees will accrue Extended Sick Leave (ESL) at the rate of six (6) days per year. Extended Sick Leave will be prorated for regular part-time employees. All Extended Sick Leave benefits are paid at the employee's regular rate of pay.
- 19.2 All eligible employees will accrue Extended Sick Leave (ESL) at the rate of .02 per paid hour. ESL is accrued each pay period based upon all hours paid up to a maximum of eighty (80) hours. Accrual begins at the employee's hire date, or date from which an employee is reclassified from Per Diem or Temporary status. ESL hours may be used as soon as indicated on the pay stub, but may not be used in advance. The maximum ESL balance shall be 500 hours. Any Employee who has an ESL Balance already exceeding 500 hours shall not accrue new ESL hours until their balance falls below 500 hours.
- 19.3 Extended Sick Leave shall be used to integrate with weekly State Disability Insurance (SDI) or Workers' Compensation pay, as necessary, during a long-term illness. Full-time employees eligible for SDI may not use more than 40 hours of ESL per pay period. Employees eligible for Workers' Compensation may not use more than their normally scheduled hours of ESL per pay period.
- 19.4 Extended Sick Leave (ESL) will be used for the following:
- Long-term illness that qualifies an employee for State Disability Insurance or Workers' Compensation; ESL days shall be used to integrate SDI or Workers' Compensation pay-off as necessary during a long-term illness. Paid Time off (PTO) may be applied when ESL days have been exhausted.
- Verified short-term illness; Commencing on the fourth consecutive day of short-term illness, ESL may be used in increments of one (1) day (normal daily hours).
- Verification must be a signed physician's statement.
- Non-work related illness or injury of short-term duration that does not qualify for ESL may be paid from the employee's Paid Time off (PTO) accrual.
- 19.5 In cases of absences for injuries or illness, the employee shall notify his/her supervisor as promptly as possible. The District may request a return-to-work release from a physician if the employee is absent three (3) or more days. The District may request that the employee participate in rehabilitation programs to assist the employee in avoiding future injury or illness.
- 19.6 Upon termination of employment, there is no payment of unused ESL.
- 19.7 Employer shall have the right to form a committee composed of representatives of Employer, bargaining unit employees, and Union representatives to discuss the possibility of replacing ESL with a program for short-term and long-term employer paid disability policies. There shall be no change to the ESL benefits set forth in this Section 19 during the term of this MOU unless and until the Employer and the Union have agreed to such change in writing.

ARTICLE 20 – LEAVES OF ABSENCE

- 20.1 (a) Unpaid Leave of Absence due to illness or injury, including disability due to pregnancy, childbirth or related medical condition, shall be granted upon presentation of a certificate by a physician stating the necessity for such leave. Such a leave may be extended upon presentation of a certificate by the physician stating the medical necessity for such extension as required by law.
- (b) Employees will be allowed to take a Leave of Absence on account of pregnancy, for that period of time during which the employee is disabled because of pregnancy, childbirth or related medical conditions. Generally, the leave will start when, in the opinion of the physician, she is no longer capable of adequately and safely performing her duties. Employees requesting maternity Leave of Absence should give reasonable notice of the date such leave will begin, and the expected duration of the leave.
- (c) Employees returning to work from a Leave of Absence due to pregnancy, illness or injury may be required to provide verification from his/her physician of ability to return to work.
- (d) If, for the purposes of this Article, an employee has been examined by a physician and the Employer has reason to believe that the certification or report of such physician may be inaccurate or incomplete, the Employer, upon written authorization from the employee, may consult with that physician. The Employer has the right to seek a second opinion by a physician chosen by the employer and at the employer's expense.
- 20.2 After ninety (90) days continuous employment, in the event of death in the immediate family (spouse, child, parent, step-parents, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, domestic partners) up to three (3) days leave with pay shall be granted as necessary to permit the employee to attend the funeral or to attend to pertinent matters related to the death. One (1) additional day with pay shall be granted, if a death occurs in the immediate family (as defined above) for each 1,000 miles from the employee's residence, up to an overall maximum of five (5) days. If the additional time is needed, accrued vacation time or unpaid time will be granted at the employee's request up to, but not to exceed fifteen (15) calendar days, including the three (3) to five (5) days, referred to above. The department manager or supervisor must be properly notified of the employee's absence from work, for payment of bereavement leave. Exceptions to the definition of immediate family may be made by the Administrator or his designee.
- 20.3 All Leaves of Absence shall be requested in writing on a form provided by the Employer. At the time of such leave, the employee shall be entitled to receive a written copy of Leave of Absence authorization.
- 20.4 Continuous service and employee benefits shall not continue to accrue during an unpaid leave of absence where such Leave of Absence exceeds thirty (30) days.
- 20.5 Jury Leave will be paid only when it occurs on the employee's regularly scheduled workday and for the scheduled hours of the workday. Only regular full-time and regular part-time employees are eligible for compensation. Other employees will be released from work for jury duty but will not be compensated by the Employer. An employee will notify his/her supervisor immediately upon receiving notice of jury duty. After completion of jury duty, the employee will request a

jury work statement from the jury clerk's office. This should be given to the supervisor. The maximum jury allowance of an employee within one calendar year will be two weeks. Any jury service beyond two (2) weeks will be on an unpaid basis.

- 20.6 Whenever an employee is excused by a court from daily jury duty, or is placed on an on-call status, the employee may so inform the Employer, and the Employer will make efforts to provide any available work that the employee is qualified and willing to perform during the period of jury duty.
- 20.7 Leaves of absence for active military service shall be granted upon presentation of military orders by the employee.
- 20.8 The Employer shall accord to each employee who applies for re-employment at the conclusion of active military service, all benefits and right to which the employee is entitled according to Federal and California statutes. It is understood that the employee must make application for return to active employment within the time limits specified by law.
- 20.9 Employees who have any type of reserve commitment, up to a maximum two (2) week reserve obligation each year, will receive a military reserve leave of absence. In such cases, the employee may request accrued PTO time during a military reserve leave.
- 20.10 Employees will receive pay as time worked under terms of this Agreement for all time spent on behalf of the Employer at appearances, or on standby in legal proceedings arising out of the course and scope of employment.
- 20.11 Except as provided in Section 20, the approval of any Leave of Absence does not constitute a guarantee or assurance that the employee's position, or any other position, will be held open. All Leaves of Absence are without pay. At the conclusion of a Leave of Absence, the Hospital will make reasonable effort to return an employee to the position held prior to going on the Leave of Absence; however, if it is not reasonable to do so, an employee returning from a Leave of Absence shall be offered the first available vacancy in the employee classification, provided that any refusal of such offer shall terminate the Employer's obligation under this Section.
- 20.12 The Hospital agrees to comply with applicable provisions of the Federal Family Medical Leave Act and the California Family Rights Act.

ARTICLE 21 – PENSION & HEALTH BENEFITS COMMITTEE

- 21.1 A committee shall be created to study pension and health benefit options. The Committee shall consist of the chief Executive Officer, the Chief Financial Officer, the Hospital's personnel representative, one employee representative each from the United Nurses Union of California, United Health Care Employees, and the United Health Care Employees, and two non-bargaining unit employee representatives. The committee shall be advisory only, with no authority, whatsoever, to adopt a pension or health benefit plan or otherwise bind the Hospital. All decisions on pension and health benefit matters would be reserved to the Board of Directors, in its sole discretion.

ARTICLE 22 – RETIREMENT PLAN

- 22.1 The Employer will set up and maintain a tax-deferred 457 (b) plan for voluntary (employee) elected deferred compensation contributions and a Employer defined (matching) contribution plan. All regular benefited employees (excluding per diem employees) may contribute as much or as little of their pretax earnings subject to the annual contribution limits for a tax deferred 457 (b) plan for the Internal Revenue Service and the California Franchise Tax Board. T/A; 6/16/14
- 22.2 The District will match a portion of the employee’s contribution based on the employee’s length of service with the District.
- | | | | |
|-----------------|----------------|-----------------|---------------|
| 5 Years or Less | 5+ to 10 Years | 10+ to 20 Years | Over 20 Years |
| 2.0% | 2.5% | <u>4.0%</u> | <u>5.0%</u> |
- 22.3 The employee’s contribution will be vested immediately. T/A; 6/16/14
- 22.4 The employer match will become vested on the date the employee completes three (3) years of service with the District. Employees who have been employed with the District for three (3) or more years as of the date the plan goes into effect, will be fully vested at the start of the plan. Employees who have worked for the District less than three (3) years at the start of the plan will become vested at the time they complete three (3) years from their hire date. T/A; 6/16/14

ARTICLE 23 – MEDICAL INSURANCE

- 23.1 During the period of July 1, 2014 to May 30, 2016, beginning the first of the month following thirty (30) days of continuous employment, and subject to the plan’s eligibility and other terms and conditions, all regular full-time employees and regular part-time employees (who work a minimum of 96 hours for two consecutive pay period) shall be covered by the Hospital’s group insurance plan providing medical, surgical and hospital benefits. The employee is responsible for completing all necessary paperwork. Hospital will pay up to \$500 per month towards the employee’s premium. Eligible family members may be included in the coverage, and premiums for such coverage shall be deducted from the employee’s paycheck. The Hospital reserves the right to change or modify the plan or conditions of participation in regards to medical insurance after consultation with the Pension and Health Benefits Committee provided for in Article 21.
- On and after May 31, 2016, beginning the first of the month following thirty (30) days of continuous employment, and subject to the plan’s eligibility and other terms and conditions, all regular full-time employees and regular part-time employees (who work a minimum of 96 hours for two consecutive pay period) shall be covered by the Hospital’s group insurance plan providing medical, surgical and hospital benefits. The employee is responsible for completing all necessary paperwork. Hospital will pay up to \$500 per month towards the employee’s premium for full-time benefit eligible employees and up to \$300 per month towards the employee’s premium for part-time benefit eligible employees. Eligible family members may be included in the coverage, and premiums for such coverage shall be deducted from the employee’s paycheck. The Hospital reserves the right to change or modify the plan or conditions of participation in regards to medical insurance after consultation with the Pension and Health Benefits Committee provided for in Article 21.

- 23.2 The Association recognizes that CALPERS invoices Employer one month in advance and that payroll deductions related to health benefits will be made one month in advance. In the event that a registered nurse's employment with Employer ends, the registered nurse will continue to have benefits for one calendar month and may elect to continue such benefits for a second month by paying Employer 100% of the premium for the second month.
- 23.3 The Employer shall notify the Union of any proposed revisions to coverage, cost, or provision of insurance plans covered by this Article.

ARTICLE 24 – DENTAL & VISION INSURANCE

- 24.1 Beginning the first of the month following thirty days (30) of continuous employment, and subject to the plan's eligibility and other terms and conditions, all regular full-time Employees and regular part-time Employees shall be covered by the Hospital's dental and vision plan. The Employee is responsible for completing all necessary paperwork timely. Hospital will pay one hundred percent (100%) of The Employee's premium. Eligible family members may be included in the coverage, and premium cost for such coverage shall be deducted from The Employee's paycheck. The Hospital reserves the right to change or modify the plan or conditions of participation in regards to dental and vision insurance after consultation with the Pension and Health Benefit Committee provided for in Article 21.
- 24.2 The Employer shall notify the Union of any proposed revisions to coverage, cost, or provisions of insurance plans covered by this Article.

ARTICLE 25 – LIFE INSURANCE

- 25.1 The District shall fully contribute for each full time and qualified part time employee the cost for a \$15,000 basic life and accidental death and dismemberment (AD &D) insurance. Any increase in the district's contribution toward basic life and AD&D insurance shall be subject to meet and confer process and approval by the District. The choice of insurance carrier shall be at the discretion of the District after consultation with the Union. In accordance with applicable law, the benefit payable in connection with employees who are between 65 and 69 years of age at the time of death shall be 65% of the benefits and the benefit payable in connection with employees who are 70 years or more years of age at the time of death shall be 50% of the benefits. Should the law change, the benefit payout will coincide with current state or federal laws.
- 25.2 All employees eligible for healthcare benefits at the start of the policy year shall be eligible for life insurance during the entire policy year. New employees are eligible for insurance following completion of their first thirty (30) days of employment.
- 25.3 The Employer shall notify the Union of any proposed revisions to coverage, cost, or provisions of insurance plans covered by this Article.

ARTICLE 26 – CLASSIFICATION OF EMPLOYEES

- 26.1 Regular Full-Time employees: A regular full-time employee is one who works a regular schedule of at least sixty (60) hours per two-week pay period. Regular full-time employees receive all PTO/ESL benefits after 60 days of continuous employment. PTO may not be taken during the first 90 days of employment, except for holiday pay which can be taken as soon as approved.
- 26.2 Regular Part-Time employees: A regular part-time employee is one who works a regular schedule less than sixty (60) hours per two-week pay period. Regular part-time employees receive pro-rated PTO/ESL benefits after 60 days of continuous employment depending on the number of regularly scheduled hours and the specific eligibility provisions of the various benefit programs. Regular part-time employees who work at least twenty (24) hours per week are eligible for health, dental and life insurance. PTO may not be taken during the first 90 days of employment, except for holiday pay which can be taken as soon as approved.
- 26.3 Per Diem employees: A Per Diem employee is one who works on an “as needed” basis and who is not regularly scheduled to work. Per Diem employees are not eligible for any fringe benefits. Per Diem employees receive a wage rate that is equivalent to 14% above the midpoint of the respective wage ranges in lieu of benefits.
- 26.4 Temporary employees: A temporary employee is one who works a full-time or a part-time schedule in a position with a maximum length of six (6) months. Temporary employees are not eligible for any fringe benefits.

ARTICLE 27 – DEFINITIONS

- 27.1 In order to clarify OPEIU’s use of terms relating to the OPEIU labor organization, the following definitions are listed:
- AFFILIATE: Describes the basic unit for purposes of collective bargaining located at a particular medical facility, and which is also known as an Union affiliated with OPEIU.
- OPEIU: Refers to the Office and Professional Employees International Union, Local 30
- UNION: The local Union formed within a medical center and the term Union is used interchangeably with the term Affiliate.
- UNION: Refers to the Office and Professional Employees International Union, Local 30, which is always referred to in the plural, and which serves as the umbrella organization of the many Affiliates. When referred to in a Labor-Management Agreement, the use applies to the State organization alone, and/or the State and Local Unions together according to the method of use.

ARTICLE 28 – SAFETY & HEALTH

- 28.1 The Employer shall make reasonable provisions for the safety and health of all employees during the hours of their employment, and for the review of unsafe conditions brought to its attention for any corrective action that may be appropriate. The Employer, the Union and the employees

recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health.

ARTICLE 29 – SAVING CLAUSE

- 29.1 If any provision of this Agreement is or shall at any time be contrary to law, that provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate negotiations between the Parties. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30 – FULL UNDERSTANDING, MODIFICATIONS, WAIVER

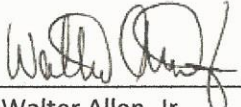
- 30.1 It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in the entirety.
- 30.2 It is agreed and understood that the Union hereto voluntarily and unqualifiedly waives its rights and agrees that Employer shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other subject or matters, whatsoever, within the scope of representation as defined in Section 3504 of the Government Code, during the term of this Memorandum of Understanding.
- 30.3 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.
- 30.4 During the term of this MOU the parties agree to reopen this MOU to discuss revisions to the District's Policies and Procedures Manual.

ARTICLE 31 – Successor Language

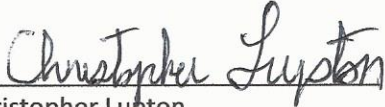
- 31.1 In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership of its operation in whole or in part, the Employer shall notify the Association in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required. This Agreement shall be binding upon the Association and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part. The Parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale and Employer shall have no further obligation to the Association with respect to any action described above. The Parties agree that an affiliation agreement shall not constitute a sale of the Hospital by Employer. Nothing in this article shall constitute a waiver by the Association of any successor rights they may enjoy under applicable law.

SIGNATURES

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30

/s/ 

Walter Allen, Jr.
Executive Director
OPEIU, Local 30

/s/ 

Christopher Lupton
Business Agent
OPEIU, Local 30

SIGNATURES

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BIG BEAR LAKE, CALIFORNIA

/s/ Donna Nicely
Donna Nicely
President, Board of Directors
Bear Valley Community Hospital District

/s/ John Friel 8.9.16
John Friel
Chief Executive Officer
Bear Valley Community Hospital District

APPENDIX A
Bear Valley Community Healthcare District
Salary Table 7/1/15 to 6/30/16

<u>Job Title</u>	<u>Minimum</u>	<u>Mid</u>	<u>Maximum</u>	<u>Per Diem</u>
<u>Level 1</u> Cook Dietary Aide/Food Services Worker Environmental Services Technician Patient Account Billing Support	\$9.48	\$12.02	\$18.67	\$13.70
<u>Level 2</u> Medical Records Specialist Medical Records Clerk	\$10.40	\$13.19	\$20.50	\$15.04
<u>Level 3</u> Activities Coordinator Admitting Clerk Certified Nursing Assistant Data Processing Coordinator Emergency Room Technician FHC/RHC Clerical Assistant – 1 MOM Project Office Manager Operating Room Technician	\$11.59	\$14.70	\$22.85	\$16.76
<u>Level 4</u> FHC/RHC Clinical Assistant FHC/RHC Clerical Assistant – 2 Lead Housekeeper Maintenance Worker – 1 Patient Account Representative	\$12.64	\$16.01	\$24.91	\$18.25
<u>Level 5</u> Nurse Staffing Coordinator	\$14.16	\$17.95	\$29.58	\$20.47
<u>Level 6</u> Coder Computer Technician Limited Radiology Technician MOM Project Case Manager MOM Project Educator	\$16.05	\$20.36	\$31.63	\$23.22

<u>Job Title</u>	<u>Minimum</u>	<u>Mid</u>	<u>Maximum</u>	<u>Per Diem</u>
<u>Level 7</u> Licensed Vocational Nurse Physical Therapy Assistant Radiology Technician I (CT)	\$18.21	\$23.08	\$35.87	\$26.32
<u>Level 8</u> Radiology Technician II (US/CT) Respiratory Therapist Respiratory Therapist Lead	\$19.98	\$25.34	\$39.37	\$28.88
<u>Level 9</u> None	\$22.48	\$28.52	\$44.30	\$32.51
<u>Level 10</u> Case Manager Physical Therapist Radiology Tech III (CT/US Mammo)	\$23.21	\$29.43	\$48.46	\$33.55
<u>Level 11</u> Registered Nurse (ER/OR and Acute)	\$27.75	\$35.18	\$54.66	\$40.11
<u>Level 12</u> RN Team Leader SNF RN Team Leader ER/Acute/OR	\$28.08	\$35.61	\$58.65	\$40.59

APPENDIX A
Bear Valley Community Healthcare District
Salary Table 7/1/16 to 6/30/17

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<u>Level 2</u> Medical Records Specialist Medical Records Clerk	\$10.40	\$13.19	\$21.11	\$15.04
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<u>Job Title</u>	<u>Minimum</u>	<u>Mid</u>	<u>Maximum</u>	<u>Per Diem</u>
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<u>Level 8</u> Radiology Technician II (US/CT) Respiratory Therapist Respiratory Therapist Lead	\$19.98	\$25.34	\$40.55	\$28.88
<u>Level 9</u> None	\$22.48	\$28.52	\$45.63	\$32.51
<u>Level 10</u> Case Manager Physical Therapist Radiology Tech III (CT/US Mammo)	\$23.21	\$29.43	\$49.92	\$33.55
<u>Level 11</u> Registered Nurse (ER/OR and Acute)	\$27.75	\$35.18	\$56.30	\$40.11
<u>Level 12</u> RN Team Leader SNF RN Team Leader ER/Acute/OR	\$28.08	\$35.61	\$60.41	\$40.59