



MEMORANDUM OF UNDERSTANDING

BETWEEN

**BEAR VALLEY COMMUNITY
HEALTHCARE DISTRICT**

AND

TEAMSTERS LOCAL 1932,

COVERING THE PERIOD OF

JULY 13, 2022 THROUGH JUNE 30, 2025

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**MEMORANDUM OF UNDERSTANDING
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
TEAMSTERS LOCAL 1932
EFFECTIVE JULY 13, 2022 TO JUNE 30, 2025**

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 13, 2022, by and between representatives of Bear Valley Community Healthcare District (hereinafter referred to as "Employer" or "Hospital"), and Teamsters Local 1932 (hereinafter referred to as "Teamsters Local 1932" or the "Union").

ARTICLE 2 – RECOGNITION & COVERAGE

- 2.1 Pursuant to the Meyers-Milias-Brown Act of the State of California, on September 29, 2021, the Public Employment Relations Board in Case No. LA-RR1316-M certified Teamsters Local 1932 as the exclusively recognized employee organization representing Radiology Technicians, Respiratory Therapists, Phlebotomists/Lab Assistants, ER Technicians, and Nursing Staffing Coordinator/Surgical Techs and on January 24, 2022, issued an administrative determination that the proof of support submitted by Teamsters Local 1932 regarding Patient Access Representatives was sufficient to meet the requirements of PERB Regulation 61215(b). Based on the September 29, 2021 certification and the January 24, 2022 administrative determination, Employer recognizes Teamsters Local 1932 as the exclusive representative of those employees employed by Employer in the following unit of representation
- INCLUDED: Limited Radiology Technicians, Radiology Technologists, Ultrasound Technologists, Respiratory Therapists, Phlebotomists/Lab Assistants, ER Technicians, Nursing Staffing Coordinator/Surgical Techs, and Patient Access Representatives/Admitting Clerks.
- EXCLUDED: All Other Classifications.
- 2.2 The Employer agrees that during the term of this agreement it will not challenge the bargaining unit status of any employee, or any job classification covered by this agreement.
- 2.3 As used in this Memorandum of Understanding, the terms "Employee" and "Employees" shall mean and refer to those employees of Employer which are covered under this Memorandum of Understanding.

ARTICLE 3 – TERM

- 3.1 The term of this Agreement shall be for a period of two (2) years and eleven (11) months and eighteen (18) days beginning on July 13, 2022 and ending at 11:59 p.m. on June 30, 2025.
- 3.2 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 party no later than one hundred twenty (120) days prior to the expiration date of this Agreement set forth in Section 3.1, a written notice to commence meeting and conferring.

ARTICLE 4 – COURTESY

- 4.1 The Employer and Teamsters Local 1932 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 Teamsters Local 1932 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.
- 4.3 The parties agree that legitimate management action conducted in a reasonable manner, and in accordance with BVCHD's policies and procedures and this MOU is not workplace harassment, bullying or discrimination. This includes action taken to discipline an employee, conduct an investigation into a grievance and the management of unsatisfactory work performance.

ARTICLE 5 – EMPLOYEE RIGHTS AND NON-DISCRIMINATION

- 5.1 The following are employee rights:
 - (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations.
 - (b) The right of employees to refuse to join or participate in the actions of employee organizations and the right to represent themselves individually and to appear on their own behalf in their employment relations with Employer.
 - (c) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal by or on the part of the Employer, managers, supervisors, other employees, Teamsters, or any other employer organization as a result of the exercise of their rights granted in this Article and/or by applicable law.
 - (d) The right to be informed of their rights under this Article.
- 5.2 Teamsters Local 1932, upon its request and prior to implementation, shall have the right to discuss with Employer's management matters which are within the scope of Teamsters Local 1932's representation.
- 5.3 Subject to each Employee's right to represent themselves individually and to appear on their own behalf in their employment relations with Employer, Teamsters Local 1932 shall be the sole and exclusive representative of all Employees represented by Teamsters Local 1932 in all adjudicator proceedings provided by this MOU. Teamsters Local 1932 shall have the sole responsibility to determine which matters are adjudicated under this MOU on behalf of represented Employees and the costs of the same for Employees who are not members of Teamsters Local 1932.
- 5.4 Any settlement by the Employer and any individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932 and will not be admissible in any grievance hearing not involving the individual grievant.

ARTICLE 6 – HARASSMENT

- 6.1 The Employer is committed to providing a work environment free from discrimination and unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, including Employees covered under this Memorandum of Understanding, or supervisor engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

- 6.2 The Employer will take all reasonable steps to protect any employees who report harassment from continuing harassment and from retaliation because of having reported the harassment. The Employer will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

ARTICLE 7 – DUES DEDUCTION

- 7.1 All employees in a job classification within the representation unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. Employer agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deduction or cancel dues must be made to Local 1932 and not Employer. Teamsters Local 1932 is responsible for informing Employer of the amount of dues deductions for employees. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues deduction 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. 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 case, all other legal and required deductions have priority over dues.
- 7.2 Employer shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of dues deductions.
- 7.3 If Teamsters Local 1932 states that it has written authorization to begin deductions, it is not required to provide Employer with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. Upon receipt of notification of an addition/deletion or change in dues deduction, Teamsters Local 1932 shall immediately notify Employer of such change.
- 7.4 Dues withheld by Employer shall be transmitted to the Teamsters Local 1932 Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified, on a bi-weekly basis.
- 7.5 Employees who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 during the annual periods set forth in Teamsters Local 1932's Bylaws by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately notify Employer of such withdraw and the termination of dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify Employer for any claims made by employees for dues deductions made in reliance on that information.
- 7.6 Any employee who (a) is in a position that is part of the Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, (b) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves BVCH employment, promotes to outside of the unit, etc.), and (c) then later returns to a position that is part of the Teamsters Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card before any dues deduction commences.
- 7.7 Teamsters Local 1932's indemnity and liability obligation is more fully set forth as follows:
- (a) Teamsters Local 1932 shall defend, indemnify, and hold Employer and its directors, officers, and employees harmless from any claim, loss, liability, cause or action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit, or judgment made or brought against Employer or its directors, officers, and employees because of the application of this Article shall be compromised, resisted, defended, tried, or appealed. Any such decision on the part of Teamsters Local 1932 shall not diminish Teamsters Local 1932's defense or and indemnification obligations under this Agreement.
 - (b) Employer, immediately upon receipt of notice of such claim, proceeding, or legal action, shall inform Teamsters Local 1932 of such action, provide Teamsters Local 1932 with all information, documents, and assistance reasonably necessary for Teamsters Local 1932's defense or settlement of such action

and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance reasonably necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.

- (c) Teamsters Local 1932 upon its compromise or settlement of such action or matter shall include Employer and its directors, officers, and employees as released parties under any compromise or settlement and shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Local 1932, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

- 7.8 Employer shall provide via email to Teamsters Local 1932 with a monthly list of all employees in the bargaining unit covered under this MOU with the employees' classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available), and home phone number (if available).

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 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 9 – PEACEFUL PERFORMANCE OF HOSPITAL SERVICES

- 9.1 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.
- 9.2 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.
- 9.3 The Employer 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 10 – AUTHORIZED EMPLOYEE REPRESENTATIVES, HANDLING OF GRIEVANCES, AND ACCESS

Authorized Employee Representatives

- 10.1 Teamsters Local 1932 may designate up to five (5) Employees to serve as Authorized Employee Representatives with the goal being to designate one Authorized Employee Representative for each represented classification or job grouping. Subject to the approval of the department manager or designee, the Authorized Employee Representatives will be permitted to spend up to a total of fifteen (15) hours for all five (5) Authorized Employee Representatives per month conducting Teamsters Local 1932 business during work hours, provided the time used is reasonable in relation to the business conducted. Teamsters Local 1932 business may include the processing and investigation of grievances, attending investigatory interviews/meetings which give rise to the right to union representation, attending disciplinary proceedings, and other activities as permitted by law. BVCHD, at its sole discretion, may grant additional time to conduct Teamsters Local 1932 business during work hours but such time in excess of fifteen (15) hours will be unpaid time.
- 10.2 Teamsters Local 1932 shall provide BVCHD's HR Director with a written list of employees designated as Authorized Employee Representatives.

- 10.3 An Authorized Employee Representative shall not leave his or her workstation or assignment without first securing the approval of the department manager or designee. BVCHD shall not unreasonably deny requests by Authorized Employee Representatives to conduct Teamsters Local 1932 business during work hours. If a request for permission to conduct Teamsters Local 1932 business is initially denied, permission shall be granted as soon as practicable thereafter. The Authorized Employee Representative's will report time spent during work hours under this Section 10.1 for which they seek reimbursement on his/her edit sheet and such time shall be paid at the Authorized Employee Representative's base hourly rate.
- 10.4 It is understood and agreed that Authorized Employee Representatives shall maintain confidentiality at all times to ensure the integrity of the issue. Any violation of such confidentiality obligation shall be subject to discipline up to and/or including termination.
- 10.5 Upon no less than thirty (30) days written notice from Teamsters Local 1932 to the Director of Human Resources, and absent unusual business circumstances, the Employer will release the Authorized Employee Representatives for one (1) day each calendar year to attend the Teamsters Local 1932's training program. Teamsters Local 1932's notice shall give the date, time, and location of the seminar and the proposed attendees. BVCHD shall not be obligated to pay the Authorized Representatives for travel to or attendance at the seminar.

Handling of Grievances

- 10.6 An Authorized Employee Representative may investigate a formal grievance and represent the Employee at the resulting proceeding or during disciplinary proceedings.
- 10.7 Prior to participating in a grievance or disciplinary proceeding, the Authorized Employee Representative shall first obtain authorization from their department manager/supervisor.
- 10.8 Employees must use the Authorized Employee Representative assigned to their classification or job grouping.
- 10.9 The parties shall arrange and be available for meetings, investigatory interviews, and disciplinary proceedings within a reasonable period of time taking into account such things as the nature of the offense and/or other circumstances.

Access

- 10.10 Teamsters Local 1932's non-employee representatives may enter the Hospital for the purpose of conducting Teamsters Local 1932 business, after providing notification to the Director of Human Resources or their designee. 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.

ARTICLE 11 – JUST CULTURE

- 11.1 The Employer and Teamsters Local 1932 jointly support and embrace a Just Culture. A Just Culture recognizes that safety events are not commonly the result of individual misconduct but rather system or process failures. A Just Culture functions to ensure safe quality care and provides both the Employer and the Employee the opportunity to investigate and suggest improvements to processes, procedures, and systems that advance safe quality care. In the event an issue or incident occurs related to patient safety, the Employer will seek to examine the core fundamental cause utilizing the practice and algorithm of Just Culture. The Employer will utilize the most current Just Culture Algorithm developed by The Just Culture Company.
- 11.2 The Employer, Teamsters Local 1932, and the Employees agree to collaborate in developing a just culture that fosters shared accountability, supports a learning, open, and fair culture, and focuses on the proactive management of safe system design and behavioral choices. As part of a just culture, the Employer will promote internal reporting and will encourage collaboration in order to seek solutions to patient safety issues, educate team members on ways in which to identify patient safety events and report the same, and provide feedback regarding findings related to patient safety events which focuses on system and process issues as opposed to the actions of individual employees.

ARTICLE 12 – CORRECTIVE ACTION AND DISCIPLINE

- 12.1 The Employer shall, subject to the terms of this MOU, have the right to discipline an Employee, up to and including the issuance of a notice of intent to terminate the Employee's employment and, subject to the Employee's rights under applicable law, the Employee's discharge, for reasonable cause only which encompasses the concept of progressive discipline.
- 12.2 Disciplinary reports shall remain in the Employee's personnel file. Except as set forth below, no disciplinary document shall be used as a basis for progressive discipline beyond twelve (12) months of issuance. Disciplinary documents related to the following matters may be used as a basis for progressive discipline for a period of twenty-four (24) months after the date of issuance:
- (a) Drug and/or alcohol impairment;
 - (b) Workplace violence;
 - (c) Harassment;
 - (d) Discrimination;
 - (e) Falsification of records; and/or
 - (f) HIPAA violations which constitute a Level III violation under the Employer's HIPAA policy. For purposes of this Section 12.2, a Level III violation occurs when an Employee accesses, reviews or discloses PHI/e-PHI for personal gain or with malicious intent. Examples, include, but are not limited to, an Employee reviewing a patient record to use information in a personal relationship or an Employee compiling a mailing list for personal use or to be sold.
- 12.3 An Employee shall have the right to request an Authorized Employee Representative or a representative of Teamsters Local 1932 (the "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 both the 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 wrongdoing. The Employer 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 1932 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. Teamsters Local 1932 agrees that if a representative requested by the Employee is not promptly available, and the representative's availability is not due to Hospital operations, Teamsters Local 1932 shall make another representative available for the meeting as soon as reasonably possible.
- 12.4 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.
- 12.5 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.

12.6 Corrective Action Process**Philosophy**

The Corrective Action Process recognizes the value of all Employees and the significant investment each Employee represents and is reflective of Employer's commitment to retain Employees whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavioral issues. The Corrective Action Process is intended to be an open process that utilizes a problem-solving approach to address issues and explore non-punitive alternatives to correct performance and/or behavioral concerns. It is the intent of the Employer to utilize the progressive process appropriate to the offense and the Employee's record of service.

Purpose

The Corrective Action Process is intended to explore positive ways to build Employee commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.

Process**Level 1 – Verbal Warning**

This is the first level of the Corrective Action Process. At this level the Manager will meet privately with the Employee and a Union Representative (if requested by the Employee) to clarify the performance or behavioral issue. The Manager's primary role at this level in the Corrective Action Process is to gain the Employee's agreement to solve the problem. The focus of this conversation should be to remind the Employee that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The Manager and Employee should use this opportunity to collaboratively problem solve the issue(s), clarify expectations, and explore and agree on behavioral changes, including measures of achievement and timelines.

The Manager will prepare a written summary of the meeting to include: date, issue(s) discussed and agreements reached. A copy of the written summary will be given to the Employee and the Union Representative if present at the meeting. The written summary will be placed in the Employee's personnel file.

The written summary is part of the formal corrective action process and may be used for purposes of establishing progressive discipline.

Actions taken by the Employer at Level 1 are subject to the grievance process.

Level 2 – Written Warning/Performance Improvement Plan

This level is the second level of the Corrective Action Process. This level should be utilized if the Employee's performance or behavioral issues continue. At this level the Department Manager and a Human Resources Representative and/or designee, will meet privately with the Employee and a Union Representative (if requested by the Employee) to review the progress made by the Employee based on input at Level 1 and revisit the issue and clarify the need for the Employee to meet reasonable standards of performance and behavior.

The preferred outcome of this meeting is that the Department Manager and the Employee, through a collaborative process, will mutually agree upon a Performance Improvement Plan which sets forth the specific performance or behavior issues, the expected performance or behavior, the Employee's commitment to the Performance Improvement Plan and a time frame for achievement of the performance or behavior expectations. Absent consensus between the Manager and the Employee, the Manager will prepare the Performance Improvement Plan which sets forth the agreements made or parameters established for correcting performance or behavioral issues as well as specific performance or behavior issues, the expected performance or behavior, the Employee's commitment to the Performance Improvement Plan and a time frame for achievement of the performance or behavior expectations. The Employee will be asked to sign the Performance Improvement Plan as an acknowledgement of receipt and understanding. The Union Representative, if present, will be asked to sign the memorandum as having been in attendance at the meeting.

The Performance Improvement Plan is part of the formal corrective action process and may be used for purposes of establishing progressive discipline.

Actions taken by the Facility at Level 2 are subject to the grievance process.

Level 3 – Corrective Action Plan

This is the third level of the Corrective Action Process. This level should be utilized if the Employee has not complied with the Performance Improvement Plan.

At this level, the Department Manager and a Human Resources Representative and/or designee, will meet privately with the Employee and a Union Representative (if requested by the Employee) to revisit the Performance Improvement Plan, timelines, and progress made under the Performance Improvement Plan.

The preferred outcome of this meeting is that the Department Manager and the Employee, through a collaborative process, will mutually agree on a Corrective Action Plan which sets forth the specific performance or behavior issues, the expected performance or behavior, the Employee's commitment to the Corrective Action Plan and a timeframe for achievement of the performance or behavior expectations. Absent consensus between the Department Manager and the Employee, the Department Manager will prepare the Corrective Action Plan which sets forth the agreements made or parameters established for correcting performance or behavior issues as well as specific performance or behavior issues, the expected performance or behavior, the Employee's commitment to the corrective action plan, and a timeframe for achievement of the performance or behavior expectations. The Corrective Action Plan will include notification to the Employee that failure to comply with the Corrective Action Plan will result in further corrective action being taken against the Employee, which may lead to the Employer issuing a notice of intent to terminate the Employee and, subject to the Employee's rights under applicable law, termination. The Employee will be asked to sign the Corrective Action Plan as an acknowledgement of receipt and understanding. The Union Representative, if present, will be asked to sign the Corrective Action Plan as having been in attendance at the meeting.

The Corrective Action Plan is part of the formal corrective action process and may be used for purposes of establishing progressive discipline.

Actions taken by the Employer at Level 3 are subject to the grievance process.

Level 4 - Termination

This is the fourth level of the Corrective Action process. The Employer may issue a notice of intent to terminate the Employee's employment and, subject to the Employee's rights under applicable law, the termination of Employee.

Actions taken by the Facility at Level 4 are subject to the applicable grievance process.

Acts of Gross Misconduct

Acts of gross misconduct and/or gross negligence will subject the Employee to an accelerated level in the Corrective Action Process. Acts of gross misconduct and/or gross negligence may include, but are not limited to, theft, drug diversion, drug and/or alcohol impairment, workplace violence, patient abuse, harassment, discrimination, falsification of records, and/or a Level III violation (as defined in Section 12.2 above) under the Employer's HIPAA policy. The above identification of examples of matters that include acts of gross misconduct or gross negligence is not intended to limit conduct, which depending on the facts and circumstances of such conduct, may constitute gross misconduct or gross negligence.

Corrective Action Documentation

At any level of the Corrective Action Process, the Employee shall be given a copy of the Corrective Action document and shall sign a receipt to acknowledge having received the document. Signing the Corrective Action document does not constitute agreement with the substance of the action but does constitute the Employee's agreement to follow the Corrective Action document.

- 12.7 The Employer and Teamsters Local 1932 recognize and agree that (1) a Just Culture does not condone or support an individual who (a) knowingly or willingly conceals a safety event or hinders a safety investigation, (b) engages in reckless behavior (the conscious disregard of substantial and unjustifiable risk), and/or (c) engages in illegal conduct related to the performance of his/her job duties; and (2) a Just Culture includes, when applicable under the Just Culture Algorithm, coaching of employees, and such coaching is not part of the corrective action process outlined in this Article 12.

ARTICLE 13 – GRIEVANCE & ARBITRATION PROCEDURE

13.1 Definition

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Memorandum of Understanding.

13.2 Procedure

Grievances shall be processed in accordance with the procedure set forth below.

STEP 1

An Employee should make a reasonable effort to resolve the possible grievance informally in a discussion with his/her immediate supervisor. If an Employee is unable to resolve the possible grievance, the Union Representative (if requested by the Employee) and Employee will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2 except in the case of discharge in which case the grievance shall proceed directly to Step 2.

STEP 2

If the grievance cannot be resolved informally or it is related to a discharge, the grievance must be presented in writing to the Employer's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Employer's designated representative(s) to discuss the grievance. The grievant, a representative from Teamsters Local 1932 and a Union Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Employer's designated representative shall respond to the grievance in writing.

STEP 3

If the Employer's response in Step 2 is not satisfactory, Teamsters Local 1932 may submit the grievance to arbitration by notifying the Employer in writing of its intent to do so. In order to be timely, Teamsters Local 1932's notice must be received by the Employer within twenty-one (21) calendar days after Teamsters Local 1932's receipt of the Employer's Step 2 response.

Arbitration

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 shall be final and binding on the parties. The cost of arbitration shall be shared equally by the Employer and Teamsters Local 1932.

The arbitrator's authority is derived from this Memorandum of Understanding and the arbitrator's jurisdiction is limited to the interpretation and application thereof. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding, but shall determine only whether or not there has been a violation of a provision of this Memorandum of Understanding in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/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 arbitrator shall have no power to render an award on any grievance occurring before or after the term of the Memorandum of Understanding.

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 similar facts and issues.

13.3 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) 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 other employees.
 - (c) No settlement decision of any Arbitrator, or the Employer, in any one case shall create a basis for retroactive adjustment in any other case.
 - (d) 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 Second Step. When a step is waived, then the time limits in the next step shall apply.
 - (e) 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.
 - (f) 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.
 - (g) 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.
 - (h) 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.
 - (i) If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the Parties may proceed to arbitration.
 - (j) The parties agree that when a disciplinary grievance has been submitted to arbitration the Employer and Teamsters Local 1932 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 Employer or Teamsters Local 1932 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.
 - (k) Any disputes relating to compliance with pre-arbitration discovery requirements shall be referred to the arbitrator selected by the parties for the proceeding for a decision.
- 13.4 An Employee may attend his/her own grievance hearing with no loss of pay if scheduled during the Employee's normal working hours.
- 13.5 The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of Teamsters Local 1932 and the Employer. Such agreement need not be in writing. If the Employer fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Teamsters Local 1932 to adhere to any of such requirements, the grievance shall be resolved on the basis of the Employer's last response. In the event of a dispute over whether the grievant or Teamsters Local 1932 has failed to adhere to any of such requirements, the arbitrator shall make that determination.

ARTICLE 14 – PROBATIONARY PERIOD

- 14.1 All new Employees shall be subject to a probationary period of not less than ninety (90) days. An Employee who is promoted to a position within the Bargaining Unit shall be subject to a probationary period of not less than ninety (90) days and will retain all union rights. An Employee who is promoted to a position outside the Bargaining Unit shall be subject to a probationary period of 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.

- 14.2 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.
- 14.3 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 Manager 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 period is to be extended, the Employee and Teamsters Local 1932 shall be notified prior to expiration of the probationary period.
- 14.4 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 and Teamsters Local 1932 shall be informed of such extension of probation at the time of such extension.
- 14.5 Probationary Employees do not have property or vested rights to their position with the Employer. During the probationary period an Employee may be rejected and his/her employment terminated at any time without cause and without the right to appeal. Notification of rejection and termination in writing shall be served on the probationer and Teamsters Local 1932. The effective date of the rejection and termination shall not be later than the last day of the probationary period. This does not preclude a probationary Employee from filing grievances related to issues other than discipline or discharge.

14.6 **Promotions.**

An Employee who applies for and is selected for a higher position (promotion) within the Bargaining Unit and is rejected anytime from his/her probation may return to his/her former or comparable position unless the Employer elects to terminate the Employee's employment with the Employer for reasonable cause as set forth in Article 12.

An Employee covered by this Agreement who is promoted to a position not included within the scope of this Agreement shall within thirty (30) days of such promotion have the right to elect to determine if they shall continue in their current position on such promotion or return to their previous position without loss of seniority if their previous position remains open.

Any employee covered by this Agreement who is promoted to a position within the scope of this Agreement shall within forty-five (45) days of such promotion have the right to elect to determine if they shall continue on such promotion or return to their previous position without loss of seniority if their previous position remains open.

Nothing in this Article shall prevent Employer from posting or filling a position when an employee covered by this Agreement has accepted a promotion.

- 14.7 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. The Union shall be provided up to thirty (30) minutes during the new hire orientation to discuss Union membership, the Memorandum of Understanding, and related issues, as provided by California Law.

- 14.8 Provided that the Union has provided the Employer with copies of the Memorandum of Understanding, at the time of new hire orientation, new hires covered by this Agreement shall receive a copy of this Memorandum of Understanding.

ARTICLE 15 – PERFORMANCE EVALUATION

- 15.1 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.

A written performance evaluation shall be completed after a new Employee has completed three (3) months and at least annually thereafter. Supervisors may, at their discretion, initiate additional evaluations. 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 16 – SENIORITY

- 16.1 For Full-Time and Part-Time Employees, "Job Classification Seniority" shall be defined as the period of continuous service as an Employee with the Employer in a job classification covered by this Agreement, beginning with the date the Employee first entered his/her current job classification covered by this Agreement.

- 16.2 For Full-Time and Part-Time Employees, "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 time.

A Per Diem Employee will not accrue seniority until he/she begins or is reinstated into a regular full-time or part-time position. In such case, the Per Diem Employee shall have his/her seniority adjusted by one (1) year for every two (2) years of Per Diem status and used for the purposes of job bidding.

- 16.3 A Probationary Employee shall have no seniority rights but shall accrue seniority from the date of hire upon completion of the probationary period.

- 16.4 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, Job Classification 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 Teamsters Local 1932 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.

- 16.5 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 Employer will consider layoffs in the following order: (1) Employees who want to volunteer, (2) Employees who volunteer changes in status, (3) discontinue the use of Temporary Employees, (4) discontinue the use of Per Diem Employees to the extent feasible, and (5) 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 job classification provided he/she is qualified for said position and available to work the schedule held by the employee being displaced 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.

- 16.6 Laid Off Employees shall be listed by Job Classification 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 Job Classification 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.

- 16.7 When a job opening becomes available, the Employee will be notified by telephone, and a confirming letter will be sent by certified mail return receipt requested to the Employee. The Employee will be given seven (7) calendar days from the receipt of written notification, but no later than fourteen (14) calendar days after the 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 deemed to have refused the offer of recall and moved to the bottom of the recall list.
- 16.8 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.
- 16.9 When an Employee refuses an offer of recall, the Employee will be moved to the bottom of the recall list. If the Employee refuses two offers of recall within a twelve (12) month period, the Employee will be removed from the recall list.
- 16.10 After one (1) calendar year in which no recall has occurred, the Employee will be removed from the recall list.
- 16.11 For the purposes of determining the order of recall and making offers of recall, the Employer shall have the discretion to determine an Employee's skill, training, experience, work performance, and ability where applicable.
- 16.12 Job Classification 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.
- 16.13 An Employee with six (6) months of continuous service, and who terminates employment and is rehired by the Employer 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 Job Classification Seniority and Hospital Seniority.

ARTICLE 17 – JOB POSTING & FILLING OF VACANCIES

- 17.1 Jobs in classifications covered under this Memorandum of Understanding 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.
- 17.2 Posting for open jobs in classifications covered under this Memorandum of Understanding shall be displayed at appropriate location(s) in the Hospital. The final date of posting will appear on the posted notice.
- 17.3 All qualified Employees who bid for a posted job opening during the five (5) calendar day posting period shall be considered for such job, and it shall be granted on the basis of Job Classification Seniority provided all other relevant factors are substantially equal.
- 17.4 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.
- 17.5 No transfer will be allowed during the probationary period unless otherwise mutually agreed upon by Employer and Teamsters Local 1932.
- 17.6 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 encouraged 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.

- 17.7 An Employee who resigns, or is terminated, shall be entitled to receive all accrued benefits provided elsewhere in this Memorandum of Understanding, less any sums due the Employer.
- 17.8 At such time as the Employer revises the content of an existing position covered under this Memorandum of Understanding, a new job description will be prepared. The Employer shall provide notice to Teamsters Local 1932 of the job revision and upon request by Teamsters Local 1932; the parties will meet to discuss the content of the job revision if the position is within the bargaining unit.

ARTICLE 18 – WAGES

18.1 Movement to Wage Grid

All Full-Time, Part-Time, and Per Diem Employed as of Effective Date of Agreement.

Effective as of the second full pay period following the effective date of this Agreement, each full-time, part-time, and Per Diem Employees employed as of the effective date of this Agreement will be placed on the wage grid in accordance with the Letter Agreement dated [REDACTED], 2022. No Employee will receive a wage increase or wage decrease as a result of being placed on the wage grid effective as of the second pay period following the effective date of this Agreement.

Employees hired after the effective date of this Agreement will be placed on the wage grid in accordance with Section 18.3 provided that if an Employee who was employed as of the effective date of this Agreement separates from employment with Employer and later returns to employment with Employer, the Employee will be placed on the step he/she would have been had his/her employment continued with Employer.

18.2 Wage Increases Due to Placement on Wage Grid.

Second Full Pay Period Following July 1, 2022

To the extent a full-time, part-time, or Per Diem Employee's base hourly rate as of July 1, 2022 is less than the base hourly rate for his/her applicable step, the Employee will receive an increase to his/her base hourly rate equal to the base hourly rate for the step on which the Employee is on as of July 1, 2022 effective as of the second full pay period following July 1, 2022.

Upon Teamsters Local 1932's ratification of the MOU and the Board's approval of the MOU, all Employees employed as of June 27, 2022, will receive a ratification bonus equal to (a) \$500 for full-time employees; (b) \$250 for part-time employees; and (c) \$100 for per-diem employees. The ratification bonus will be paid as part of the second full payroll following the Board's approval of the MOU.

18.3 Placement on Wage Grid for Employees Hired After Effective Date of Agreement.

Employees hired after the Effective Date of this Agreement will receive credit for the purpose of placement on the Grid as follows:

- (a) An Employee will receive one (1) year of credit for each year the Employee met the qualifications, including maintaining the required licenses or certifications, for the applicable job classification.

The Employer shall have the right to request documentation from an Employee to establish his/her experience and qualifications.

Employer will provide notice to a newly hired Employee of the Employer's calculation of years of experience and placement on the wage grid on or before the Employee's first day of employment. The Employee will have thirty (30) days from receipt of Employer's notice to submit a written objection to Employer's Human Resources Director regarding Employer's calculation of his/her years of experience and/or his/her placement on the wage grid. Any such objection must include written evidence establishing the date the Employee met the qualifications for the position and contact information, if available, which will allow Employer to verify the Employee's work experience and qualifications. The Employer's Human Resources Director will review the objection and render a final decision within thirty (30) days of his/her receipt of the objection.

18.4 Across the Board Wage Increases.**Following Effective Date of Agreement and Following July 1, 2022**

The Employer and Teamsters Local 1932 acknowledge and agree that the Employee's current base hourly rate and the wage rates set forth for the "Effective Date of Agreement" and "July 1, 2022" in the Wage Grid include the two dollar (\$2.00) per hour wage increase provided to all employees employed as of the pay period beginning on December 5, 2021. Except for any increases due to placement on the wage grid as provided for in Section 18.2 or increases due to step movement, there will be no across the board wage increases prior to June 30, 2023.

On or after July 15, 2022, Employer will perform a classification/compensation study with respect to classifications covered by this MOU and share the study with Teamsters Local 1932. Upon completion of such study, Employer and Teamsters Local 1932 will reopen negotiations strictly to discuss wage adjustments to be implemented for the 2023-2024 and 2024-2025 fiscal years.

18.5 Movement on Steps**Full-Time and Part-Time Employees****July 1, 2022 to June 30, 2023**

During the period of July 1, 2022 to June 30, 2023, each full-time or part-time Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and the Employee will receive an increase in his/her base hourly rate equal to the new step.

July 1, 2023 to June 30, 2024

During the period of July 1, 2023 to June 30, 2024, each full-time or part-time Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and will, received an increase in his/her regular rate of pay equal to the new step.

July 1, 2024 to June 30, 2025

During the period of July 1, 2024 to June 30, 2025, each full-time or part-time Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and will receive an increase in his/her regular rate of pay equal to the new step.

Per Diem Employees**July 1, 2022 to June 30, 2023**

During the period of July 1, 2022 to June 30, 2023, if a Per Diem Employee has worked a minimum of two hundred fifty (250) hours during the twelve (12) months prior to his/her "Years of Experience Date", the Per Diem Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and will receive an increase in his/her base hourly rate equal to the new step.

July 1, 2023 to June 30, 2024

During the period of July 1, 2023 to June 30, 2024, if a Per Diem Employee has worked a minimum of two hundred fifty (250) hours during the twelve (12) months prior to his/her "Years of Experience Date", the Per Diem Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and will receive an increase in his/her base hourly rate equal to the new step.

July 1, 2024 to June 30, 2025

During the period of July 1, 2023 to June 30, 2024, if a Per Diem Employee has worked a minimum of two hundred fifty (250) hours during the twelve (12) months prior to his/her "Years of Experience Date", the Per Diem Employee will move on the steps effective the first full pay period after his/her "Years of Experience Date" and will receive an increase in his/her base hourly rate equal to the new step.

18.6 Temporary Employees

Temporary Employees are hired for a period not to exceed six (6) months. Upon being hired, a Temporary Employee will be assigned a step based on the methodology set forth in Section 18.3 and his/her base hourly

rate will be equal to the Per Diem base hourly rate for the step on which the Temporary Employee is placed. If the Temporary Employee is employed during a period that straddles July 1, 2023 or July 1, 2024, the Temporary Employee will receive an increase to his/her base hourly rate equal to the amount of the increase, if any, in the wage grid as provided in Section 18.4. If a Temporary Employee returns to the Employer for a subsequent temporary position, the Temporary Employee will be placed on a step that he/she was on during his/her prior assignment.

18.7 **Differential**

- (a) The Evening Shift shall be defined as the period between 3:00 p.m. and 11:00 p.m. and the Night Shift shall be defined as the period between 11:01 p.m. and 7:00 a.m. The Day Shift shall be defined as the period between 7:00 a.m. and 3:00 p.m.
- (b) If an Employee works the majority of their hours on a shift during the Evening Shift, the Employee shall be entitled to the Evening Shift Differential for the hours worked on the entire shift worked. If an Employee works the majority of their hours on a shift during the Night Shift, the Employee shall be entitled to the Night Shift Differential for the hours worked on the shift. Employees who work the majority of their hours on the Day Shift will not be eligible for a shift differential.
- (c) The Evening Shift differential rate will be two dollars and ninety-nine cents (\$2.99) per hour for Professional Employees and one dollar and twenty-eight cents (\$1.28) per hour for Clinical/Non-Clinical Employees. The Night Shift differential rate will be four dollars and thirty cents (\$4.30) per hour for Professional Employees and one dollar and seventy-eight cents (\$1.78) per hour for Clinical/Non-Clinical Employees. For purpose of this Section 18.5, "Professional Employees" shall mean Limited Radiology Technicians, Radiology Technologists, Ultrasound Technologists, Respiratory Therapists, and Nursing Staffing Coordinator/Surgical Techs, and "Clinical/Non-Clinical Employees shall mean Patient Access Representatives/Admitting Clerks, ER Techs, and Phlebotomists/Lab Assistants.

18.8 **Holiday Differential**

Authorized time worked by Employees on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be paid at one and one-half (1-1/2) the regular rate of pay. The holiday differential shall only apply to hours worked on the actual holiday. The holiday differential shall not be paid for hours worked on a day when the holiday is observed if such day is different than the actual holiday.

18.9 **Lead Differential**

The Employer shall have the right to designate classifications for which an Employee may be designated to serve as a "Lead" on a particular shift or shifts in the Employee's classification and receive a "Lead Differential" for hours worked as a "Lead". If Employer elects to designate a classification or classifications for which an Employee may be designated to serve as a "Lead", Employer will provide forty-five (45) days advance notice to Teamsters Local 1932 and will meet and confer with Teamsters Local 1932 to reach an agreement on the "Lead Differential" for the classification or classifications.

18.10 **Temporary Pay Incentives**

The Employer shall have the right, in its sole and absolute discretion, to offer temporary incentives to all employees in a classification in order to address unique circumstances facing Employer or staffing needs. The temporary incentives may include, without limitation, temporary increases in the base hourly rate of pay and shift bonuses. The decision to offer temporary incentives and to discontinue temporary incentives shall be in the sole discretion of the Employer's management team. The Employer shall provide notice to Teamsters Local 1932 of the implementation and discontinuation of any temporary incentives. Employer shall have no obligation to bargain with Teamsters regarding the implementation or discontinuation of any temporary incentives or the effect of the implementation or discontinuation of temporary incentives.

18.11 **Education and Work-Related Training**

- a. Full time and part time Employees are eligible for compensation and/or reimbursement for those classes that are required as condition of employment at the facility. Mandatory classes/meetings are

defined to include CPR, Orientation, ACLS, staff meetings and mandatory in-services. All time attending mandatory classes/meetings will be paid at straight time.

- b. If an Employee is requested to attend a work-related training seminar the Employer 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 Employer sponsored training must be approved by the Department Director and submitted to the payroll office no later than ten (10) days prior to the anticipated start date.
- c. The Employee is expected to share knowledge gained with co-workers and, upon request, submit a written summary of seminar highlights to his/her supervisor.
- 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.

18.12 **Education Reimbursement/Loan Repayment**

Employer encourages Employees in their attempts to improve their career development. To this end, the Employer provides loan repayment to Employees who are pursuing accredited programs that will benefit the Employee and the Employer. This benefit is subject to the following:

- a. The Employee must be employed as a benefitted Employee for at least one year before applying for the loan repayment program and must continue to work their scheduled hours (part-time twenty-four (24) to thirty-two (32) hours per week and full time thirty-six (36) to forty (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 benefitted Employees may apply for up to three thousand dollars (\$3,000) each fiscal year based on the availability of funds for loan repayment. Part-time benefitted Employees may apply for up to one thousand five hundred dollars (\$1,500) each fiscal year. Expenses for transportation or equipment related to the course must be borne by the Employees. Funds will be approved for distribution based on the budgeted amount available for all employees on a first come first serve basis.
- f. This reimbursement may be used to cover tuition, 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's 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 collection.
- i. 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 Teamsters Local 1932 at least thirty (30) days prior to notice. Any approved loans/reimbursement will be honored.

18.13 **Mileage**

Employees using their personal automobiles for required Employee 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 workday, 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 Employee will be reimbursed for mileage, class hours or class fees if they choose to attend the class elsewhere.

18.14 **Paydays/Paychecks**

Employees shall be paid on a bi-weekly basis. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub. Employer may change to other than a bi-weekly basis upon advance notice to Teamsters Local 1932.

In the event there is an error on a paycheck that is not the fault of Employee, the Employee shall notify the Employer's Payroll or HR Department as soon as possible but no later than seven (7) days after the paycheck stub is received. Undisputed errors on paychecks that are the fault of the Employee, shall be made up in accordance with the following procedure (tax will be the same rate as is on file):

- (1) An error of less than fifty dollars (\$50) will be paid in the next regular pay period.
- (2) An error between fifty dollars (\$50) and two hundred dollars (\$200) will be paid no later than seven (7) days after the error is shown to the Employer.
- (3) Errors of two hundred dollars (\$200) or more will require the issuance of a special check no later than two (2) business days after the error is shown to the Employer.
- (4) Any errors that are the fault of the Employee will be paid in the next regular pay period.

In the event the Employer identifies an error that has resulted in an overpayment to an Employee, the Employer will meet and confer with Teamsters Local 1932 regarding the Employee's repayment obligations.

ARTICLE 19 – HOURS & OVERTIME

- 19.1 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. This language does not avoid overtime pay when an eight (8) hour employee is requested to work a twelve (12) hour shift. This language is intended to allow employee flexibility in scheduling for school, etc. and for the employer to meet operational needs.
- 19.2 Workday is defined as the twenty-four (24) hour period beginning when the Employee commences work. The twenty-four (24) hour clock remains constant until there is a period greater than twenty-four (24) hours before the next shift commences.
- 19.3 Workweek is defined as the period from 12:01 a.m. Sunday to 24:00 Saturday. Fourteen (14) consecutive days shall constitute the work period.
- 19.4 The decision to implement any alternative work schedule is at the sole discretion of the Employer. An alternative work schedule may be revoked at any time by the Employer as long as thirty (30) days written notice of revocation is given to Teamsters Local 1932 and Employees. Any modified work schedule shall not be considered a vested right or benefit. In the interest of collaborative problem solving, the Employer agrees to meet with the affected Employees and Teamsters Local 1932 to discuss and address any concerns, provided that the Employer retains the authority to modify a work schedule in the event a mutually agreeable solution cannot be reached.

Notwithstanding any other provision of this Agreement, the Employer may maintain ten (10) and twelve (12) hour shift schedules. In addition, the Employer may offer a nine (9) hour per day, eighty (80) per pay period schedule for eight (8) hour employees upon the mutual agreement of Employer and Employee.

- 19.5 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 nine (9), 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.
- 19.6 Except for Employees assigned to nine (9), 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 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. 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 Section 19.12 below.
- 19.7 If an Employee is assigned to a nine (9) hour shift, all hours worked in excess of nine (9) per day shall be paid at the rate of one and one-half (1-1/2) 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. 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 Section 19.12 below.
- 19.8 If an Employee is assigned on a ten (10) hour shift, all hours worked in excess of ten (10) in a workday shall be compensated at one and one-half (1-1/2) the Employee's regular rate of pay. 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.
- 19.9 If an Employee is assigned to 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.
- 19.10 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.
- 19.11 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 Employer's management.
- 19.12 There shall be no pyramiding or duplication of overtime for the same hour worked.
- 19.13 For those job classifications which, as set forth in the job description, require Employees to be on standby/call, it is understood that the Employer has the authority to determine when Employees will be placed on standby duty. The Department Manager for each job classification which requires standby/call will work collaboratively with the affected Employees to schedule standby/call in a manner that takes into account the hospital's needs and the Employee's schedule and other commitments. In the event that Employer seeks to add standby/call as a requirement for a job classification that does not currently require standby/call, Employer will meet and confer with Teamsters Local 1932 before implementing any such change to the job description.

An Employee assigned to standby duty shall be compensated at the rate of six dollars (\$6.00) 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 following rates (a) for eight (8) hour employees, at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay (b) for ten (10) hour employees, one and one-half (1-1/2) times the Employee's regular rate of pay for the first two (2) hours and two (2) times the regular rate of pay for any hours beyond the initial two (2) hours, and (c) for twelve (12) hour employees, one and one-half (1-1/2) times the Employee's regular rate of pay if they have not worked twelve (12) hours in the applicable twenty-four (24) hour period and two (2) times the Employer's regular rate of pay if they have worked twelve (12) hours in

the applicable twenty-four (24) hour period, 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 but will not be paid time and one-half (1/2) or two (2) times the regular rate of pay for hours worked during their regular scheduled shift.

- 19.14 The Employer will make available to Employees working an eight (8) hour or nine (9) hour shift, fifteen (15) minute rest periods during each half of their eight (8) hour shift. The Employer will make available to Employees working 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 may be scheduled by the supervisor according to the needs of the department.
- 19.15 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.
- 19.16 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 their regular FTE (regular hours scheduled to work per week) during the week he/she is called in to be eligible to receive the bonus and time and one-half (1-1/2). (Example: An Employee who works thirty-six (36) hours per week (or seventy-two (72) in a pay period) is considered a 0.9 FTE. Any shifts above thirty-six (36) hours per week would be eligible for incentive pay). 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.
- 19.17 Job Classification Seniority shall be considered in scheduling practices.
- 19.18 All employees shall be scheduled according to:
- a. Thirty-five (35) to twenty-eight (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 forty (40) hours (or thirty-six (36) hours for those Employees assigned to twelve (12) hour shifts) at straight time within a workweek on an equitable basis.
 - b. Fourteen (14) calendar days prior to the commencement of the schedule, the schedule shall be posted per the Memorandum of Understanding.
 - c. The order of selection for employees to work additional shifts is as follows: (1) Full-time, part-time for additional day's non-premium time, (2) Per Diem non-premium time, (3) full-time and part-time available for additional day's premium time should be distributed equitably, and (4) Per Diem premium time to be distributed equitably.
 - d. An Employee may voluntarily exchange scheduled days off with another Employee within the same pay period. Such exchanges are to be confirmed by both Employees to the Department Manager or his/her designee by phone or in writing. Approval will be given by the Department Manager or his/her designee and returned to the Employees within a reasonable period of time. Voluntary exchanges of scheduled days off between Employees shall not be unreasonably denied. There shall be no limit to the number of swaps or giveaways, provided the swaps or giveaways are equal and create no overtime. Having an Employee cover a shift shall not count as an absence for purposes of calculating attendance and/or corrective action.
- 19.19 Per Diem Employees must work a minimum of three (3) shifts within a six (6) week period and work a minimum of one (1) of the seven (7) holidays, as defined in Article , on an annual basis in order to be maintained on the schedule. Management in its sole discretion may waive the work requirements if shifts are not available.

- 19.20 For purpose of calculating hours worked for the medical insurance benefit, a full-time and 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.
- 19.21 **Call-Off/Flex-Off**
- (a) When a call-off/flex-off becomes necessary due to temporary fluctuations in patient volumes or other operational needs, Employees in each job classification will be called-off/flexed off on the following order:
 - (1) Volunteers by seniority (so long as Employer is not required to pay overtime to another Employee as a result of the volunteer being called-off).
 - (2) Outside Registry.
 - (3) Travelers.
 - (4) Employees on call-back or overtime.
 - (5) Per Diem Employees by rotation.
 - (6) Full-time and part-time by rotation.
 - (b) When an Employee is called off for the first part of his/her scheduled shift, he/she will not be required to work beyond his/her scheduled shift and time, except by mutual agreement.
 - (c) When an Employee is called off during a shift, the Employee will be off for the remainder of the shift and will not be required to be on standby except by mutual agreement. If the Employee agrees to be on standby, the provisions of Section 19.13 will apply.
 - (d) For Employees called off before the start of a schedule shift, Employer will call-off the Employee at least two (2) hours prior to the start of the scheduled shift. If the Employer fails to provide at least two (2) hours' notice prior to the start of the scheduled shift, the Employee who is called off will have the option of reporting to work and being provided at least four (4) hours of work or waiving reporting pay. Nothing herein shall be construed as preventing a call-off/flex-off during a shift when necessary.
- 19.22 Except as otherwise provided in this Article or this Agreement, nothing in this Article or in this Agreement shall be construed to constitute a guarantee of hours of work per shift, per day, per week or per pay period.

ARTICLE 20 – PAID TIME OFF (PTO)

- 20.1 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 paid time off benefits. PTO cash out is limited to no more than one (1) time per quarter. Employees must maintain a total of eighty (80) hours in their PTO bank before cash out is approved. The total PTO hours cashed out may not exceed forty (40) hours per quarter and one hundred sixty (160) hours per calendar year. 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 paycheck. 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.
- 20.2 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 following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 20.3 The maximum benefits an Employee may have at any time shall equal three hundred twenty (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 three hundred twenty (320) hours.
- 20.4 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 bereavement leave, witness leave, and jury duty leave within the limits set forth in Article 23 are paid in addition to PTO hours, and the PTO account is not charged with this time off. PTO hours can be used for incidents when an Employee is placed on call due to low census to supplement and keep the Employee whole.
- 20.5 With the exception of approved 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 fourteen (14) days in advance of the next schedule being posted 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.
- 20.6 Upon termination of employment with the Employer, 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 Employer beyond the last day actually worked.

ARTICLE 21 – EXTENDED SICK LEAVE (ESL)

- 21.1 All benefit-eligible Employees will accrue Extended Sick Leave (ESL) at the rate of 0.01731 per paid hour. All Extended Sick Leave benefits are paid at the Employee's regular rate of pay.
- 21.2 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 five hundred (500) hours. Any Employee who has an ESL Balance already exceeding five hundred (500) hours shall not accrue new ESL hours until their balance falls below five hundred (500) hours.
- 21.3 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 forty (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.
- 21.4 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 or Paid Sick Leave.
- 21.5 In cases of absences for injuries or illness, the Employee shall notify his/her supervisor as promptly as possible. The Employer may request a return-to-work release from a physician if the Employee is absent three (3) or more days. The Employer may request that the Employee participate in rehabilitation programs to assist the Employee in avoiding future injury or illness.
- 21.6 Upon termination of employment, there is no payment of unused ESL.

ARTICLE 22 - PAID SICK LEAVE

- 22.1 This Article 22 shall apply to full-time and part-time employees. Per Diem and Temporary Employees shall receive California Sick Leave in accordance with applicable law and BVCHD's policy.
- 22.2 All benefitted and non-benefitted Employees who work for the Employer for more than thirty (30) days in a calendar year shall receive three (3) days of paid sick leave hours at the beginning of each calendar year. Employees who commence employment with Employer after the first of each calendar year shall receive a pro-rated amount of paid sick leave based on their start date. For purposes of calculating the amount of paid sick leave an Employee receives "a day" shall mean twelve (12) hours for those Employees who are regularly scheduled to work twelve (12) hour shifts, ten (10) hours for those Employees who are regularly scheduled to work ten (10) hour shifts, and eight (8) hours for those Employees who are regularly scheduled to work eight (8) hour shifts. Employees receive thirty-six (36), thirty (30), or twenty-four (24) paid sick leave hours at the beginning of each calendar year regardless of the number or hours they used in the prior calendar year or hours worked.
- 22.3 An Employee may use paid sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, his/herself or the Employee's family member, for those purposes described in applicable law for an Employee who is a victim of domestic violence, sexual assault, or stalking, or as otherwise permitted by California's paid sick leave law.
- 22.4 An Employee shall be eligible to use paid sick leave after the 90th calendar day of his/her employment with the employer.
- 22.5 Unused paid sick leave shall not carry over from year to year and shall be limited to thirty-six (36) hours per calendar year for Employees who are regularly scheduled to work twelve (12) hour shifts, thirty (30) hours for those Employees who are regularly scheduled to work ten (10) hour shifts, and twenty-four (24) hours per calendar year for those Employees who are regularly scheduled to work eight (8) hour shifts.
- 22.6 In the event a benefitted Employee has unused paid sick leave hours at the end of a calendar year, the unused hours will be converted to extended sick leave hours and, subject to overall cap on extended sick leave hours, be placed in the Employee's extended sick leave bank.
- 22.7 Unused paid sick leave shall not be paid to Employees upon termination, resignation, retirement, or other separation from employment.
- 22.8 If an Employee separates from the Employer and is rehired within one year from the date of separation, the Employee shall be entitled to use the unused portion of the previously received paid sick leave provided that the maximum paid sick leave an Employee receives per year shall be limited to thirty-six (36) hours for twelve (12) hour Employees, thirty (30) hours for ten (10) hour Employees, and twenty-four (24) hours for eight (8) hour Employees.
- 22.9 Paid sick leave must be used in increments of no less than two (2) hours.
- 22.10 If the need for paid sick leave is foreseeable, the Employee shall provide reasonable notice in advance. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for paid sick leave as soon as practicable.

ARTICLE 23 – LEAVES OF ABSENCE AND KIN CARE

- 23.1 **Requests for Leaves of Absence.** 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.

At the time a request is made for leave of absence, the Employer shall provide information on all State and Federal programs relevant to the requested leave of absence to the Employee.

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.

- 23.2 **Family and Medical Leave.** Employees who are eligible may take unpaid leaves of absence under the Federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) for the birth, adoption, or foster care placement of his/her child or for his/her own serious medical condition, including disability or related medical condition or that of his/her child, parent or spouse. If the Leave of Absence is related to the Employee's serious medical condition or to care for a child, parent or spouse with a serious medical condition, the Employee shall submit a certification from his/her/their healthcare provider that meets the requirements of FMLA and CFRA. The Employer shall provide the Employee with a form to obtain the certification of their healthcare provider. Upon presentation of the healthcare provider's certification, if applicable, and any other information required by FMLA and CFRA, the leave shall be granted. The leave may be extended upon presentation of a healthcare provider's certification of the need for an extension. The length of FMLA or CFRA leave, including any extensions, shall be subject to the time limits set forth in the FMLA and CFRA. When foreseeable, an Employee should seek to provide advance notice (preferably at least thirty (30) days) of the need for a leave.
- 23.3 **Pregnancy Disability Leave.** Employees are eligible for pregnancy disability leave. The Employer may require a medical certification. When foreseeable, an Employee should seek to provide advance notice (preferably at least thirty (30) days) of the need for a leave.
- 23.4 **Military Leave.** Employer will comply with the federal Uniform Services Employment and Reemployment Act. (29 U.S.C. 84301 et seq.) Leaves of absence for active military service shall be granted upon presentation of military orders by the Employee. The Employer shall accord to each Employee who applies for re-employment at the conclusion of active military service, all benefits and rights to which the Employee is entitled according to Federal and State Law. Employees returning from military service must make application for return to active employment within the time limits specified by law. 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.
- 23.5 **Bereavement Leave.** After ninety (90) days continuous employment, in the event of death in the immediate family (spouse, child, parent, stepparents, 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 one thousand (1,000) miles from the employee's residence, up to an overall maximum of five (5) days. If 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.
- 23.6 **Jury Duty Leave.** Jury Leave will be paid only when it occurs on the Employee's regularly scheduled workday or for those Employees regularly scheduled to work the night shift, the day immediately preceding their scheduled shift or the day immediately after their scheduled shift. 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.
- 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.
- 23.7 **Witness Leave.** 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.
- 23.8 **Return to Work.** Except as required by applicable law or as provided in this Section 23, 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.

- 23.9 **Kin Care.** All of an Employee's paid sick leave hours may be used by a benefitted or non-benefitted Employee on an annual basis to care for an ill child, parent, spouse, registered domestic partner, and the child of a registered domestic partner, grandparent, grandchild or sibling and shall be considered Kin Care. The illness need not be a serious illness or serious medical condition and the child need not be a minor. An Employee must have paid sick leave hours available to use on the day of the absence for that absence to be covered under Kin Care.

23.10 **Compliance with State & Federal Law**

Employer will comply with its obligations under federal and state law regarding leaves of absence including but not limited to; leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California's Kin Care law (Labor Code 233), California's Workers' Compensation laws and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301 et seq.).

ARTICLE 24 – RETIREMENT PLAN

- 24.1 The Employer has set up and will maintain a tax-deferred 457 (b) plan for voluntary employee elected deferred compensation contributions and an Employer defined (matching) contribution plan. All regular benefitted 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 by the Internal Revenue Service and the California Franchise Tax Board.
- 24.2 The Employer will match a portion of the Employee's contribution based on the Employee's length of service with the Employer.
- | | | | |
|-----------------|----------------|-----------------|---------------|
| 5 Years or Less | 5+ to 10 Years | 10+ to 20 Years | Over 20 Years |
| 2.0% | 2.5% | 4% | 5% |
- 24.3 The Employee's contribution will be vested immediately.
- 24.4 The Employer match will become vested on the date the Employee completes three (3) years of service with the Employer.
- 24.5 During the term of this Agreement, the Employer will review and consider different options related to retirement benefits including defined benefit plans and options presented by Teamsters Local 1932, and will, if requested by Teamsters Local 1932, meet and confer with Teamsters Local 1932's representatives to discuss different options. Nothing in this Article 25 shall require Employer to accept or agree to any different option and the decision to accept or agree to any different option will be reserved to Employer's Board of Directors, in its sole discretion.

ARTICLE 25 – MEDICAL INSURANCE

- 25.1 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 ninety-six (96) hours for two (2) consecutive pay periods) shall be covered by the Hospital's group insurance plan providing medical, surgical and hospital benefits.

For the period of January 1, 2022 to December 31, 2022:

- a. For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus fifty (50%) of the premium costs for the Base HMO in excess of the employee only

- premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
- b. For part-time benefit eligible Employees, the Employer will pay sixty (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus thirty (30%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - c. Benefit eligible Employees shall be (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO.
 - d. For the period of January 1, 2022 to December 31, 2022, the Base HMO shall mean and refer to the Anthem HMO Select offered by CalPERS or the base HMO plan offered by Employer.

For the period of January 1, 2023 to December 31, 2023:

- a. No later than thirty (30) days prior to the start of the open enrollment period for the plan year starting on January 1, 2023, the Employer will provide notice to Teamsters Local 1932 and the Employees regarding the amount Employer will contribute towards the premiums for the period of January 1, 2023 to December 31, 2023, subject to the following conditions:
 - (1) The Employer's contribution towards premiums for the period of January 1, 2023 to December 31, 2023 will be no less than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (iii) Benefit eligible Employees shall be one hundred (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO or the Employee's decision to enroll eligible dependents.
 - (iv) For the period of January 1, 2023 to December 31, 2023, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
 - (2) The Employer's contribution towards premiums for the period of January 1, 2023 to December 31, 2023 will be no more than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus fifty percent (50%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty percent (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus thirty percent (30%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (iii) Benefit eligible Employees shall be one hundred percent (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO.

- (iv) For the period of January 1, 2023 to December 31, 2023, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
- (3) The Employer's contribution towards premiums will be no less than those offered for non-represented employees.

For the period of January 1, 2024 to December 31, 2024:

- a. No later than thirty (30) days prior to the start of the open enrollment period for the plan year starting on January 1, 2024, the Employer will provide notice to Teamsters Local 1932 and the Employees regarding the amount Employer will contribute towards the premiums for the period of January 1, 2024 to December 31, 2024, subject to the following conditions:
 - (1) The Employer's contribution towards premiums for the period of January 1, 2024 to December 31, 2024 will be no less than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty percent (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (iii) Benefit eligible Employees shall be one hundred percent (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO or the Employee's decision to enroll eligible dependents.
 - (iv) For the period of January 1, 2024 to December 31, 2024, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
 - (2) The Employer's contribution towards premiums for the period of January 1, 2024 to December 31, 2024 will be no more than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus fifty percent (50%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty percent (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus thirty percent (30%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (iii) Benefit eligible Employees shall be hundred percent (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO.
 - (iv) For the period of January 1, 2024 to December 31, 2024, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
 - (3) The Employer's contribution towards premiums will be no less than those offered for non-represented employees.

For the period of January 1, 2025 to December 31, 2025:

- a. No later than thirty (30) days prior to the start of the open enrollment period for the plan year starting on January 1, 2025, the Employer will provide notice to Teamsters Local 1932 and the Employees regarding the amount Employer will contribute towards the premiums for the period of January 1, 2025 to December 31, 2025, subject to the following conditions:

- (1) The Employer's contribution towards premiums for the period of January 1, 2025 to December 31, 2025 will be no less than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty percent (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee.
 - (iii) Benefit eligible Employees shall be one hundred percent (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO or the Employee's decision to enroll eligible dependents.
 - (iv) For the period of January 1, 2025 to December 31, 2025, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
- (2) The Employer's contribution towards premiums for the period of January 1, 2025 to December 31, 2025 will be no more than the following:
 - (i) For full-time benefit eligible Employees, the Employer will pay one hundred percent (100%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus fifty percent (50%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (ii) For part-time benefit eligible Employees, the Employer will pay sixty percent (60%) of the employee only premium for the Base HMO towards the premium costs for the medical plan selected by the Employee plus thirty percent (30%) of the premium costs for the Base HMO in excess of the employee only premium for the Base HMO for those Employees who have enrolled eligible dependents in the medical plan.
 - (iii) Benefit eligible Employees shall be one hundred percent (100%) responsible for any premium costs in excess of the amounts set forth above including any additional costs due to the Employee's selection of a plan other than the Base HMO.
 - (iv) For the period of January 1, 2025 to December 31, 2025, the Base HMO shall mean and refer to the plan most similar to the Base HMO for the 2022 plan year offered by CalPERS or the base HMO plan offered by Employer.
- (3) The Employer's contribution towards premiums will be no less than those offered for non-represented employees.

25.2 The Employer shall have the right to make changes to the medical plans offered to Employees including changes to co-pays, deductibles, and out-of-pocket maximums so long as the co-pays, deductibles, and out-of-pocket maximums are not different than those applicable to non-represented employees. Employer will provide Teamsters Local 1932 with notice of any proposed changes at least thirty (30) days before the effective date of the change and will discuss the proposed changes upon request.

25.3 Teamsters Local 1932 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 an Employee's employment with Employer ends, the Employee will continue to have benefits for one calendar month and may

elect to continue such benefits for a second month by paying Employer one hundred percent (100%) of the premium for the second month.

- 25.4 The Employer shall notify Teamsters Local 1932 of any proposed revisions to coverage, cost, or provision of insurance plans covered by this Article.
- 25.5 Benefit eligible Employees who waive the right to medical benefits shall receive a payment of seventy-five dollars (\$75.00) per month, which shall be paid thirty-seven dollars and fifty cents (\$37.50) on the first pay period of the month and thirty-seven dollars and fifty cents (\$37.50) on the second pay period of the month in lieu of medical benefits for each pay period that benefits are waived.

ARTICLE 26 – DENTAL AND VISION INSURANCE

- 26.1 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 Employer's dental and vision plan. The Employee is responsible for completing all necessary paperwork timely. Employer will pay one hundred percent (100%) of the employee only premium. Eligible family members may be included in the coverage, and premium cost for such coverage shall be paid by the Employee and deducted from the Employee's paycheck.
- 26.2 The Employer shall have the right to make changes to the dental and vision plans offered to Employees including changes to co-pays, deductibles, and out-of-pocket maximums so long as the co-pays, deductibles, and out-of-pocket maximums are not different than those applicable to non-represented employees. Employer will provide Teamsters Local 1932 with notice of any proposed changes at least thirty (30) days before the effective date of the change and will discuss the proposed changes upon request.

ARTICLE 27 – LIFE INSURANCE

- 27.1 The Employer shall fully contribute for each full time and qualified part time Employee the cost for a basic life and accidental death and dismemberment (AD&D) insurance with limits of at least \$15,000. Any increase in the Employer's contribution toward basic life and AD&D insurance shall be subject to meet and confer process and approval by the Employer. The choice of insurance carrier shall be at the discretion of the Employer after consultation with Teamsters Local 1932. In accordance with applicable law, the benefit payable in connection with Employees who are between sixty-five (65) and sixty-nine (69) years of age at the time of death shall be sixty-five percent (65%) of the benefits and the benefit payable in connection with Employees who are seventy (70) years or more years of age at the time of death shall be fifty percent (50%) of the benefits. Should the law change, the benefit payout will coincide with current state or federal laws.
- 27.2 All Employees eligible for healthcare benefits at the start of the policy year shall be eligible for life insurance during the entire policy year. Newly hired Employees are eligible for insurance following completion of their first thirty (30) days of employment.
- 27.3 The Employer shall notify Teamsters Local 1932 of any proposed revisions to coverage, cost, or provisions of insurance plans covered by this Article.

ARTICLE 28 – PERSONNEL RECORDS

- 28.1 There shall be one official personnel file for all Employees. An Employee's personnel file and personnel records are confidential and access to such records shall be limited so as to maintain the confidentiality of such records.
- 28.2 Employees shall have the right to inspect and to be provided, on request, with one copy of any document in his/her personnel file. Letters of reference and other matters exempted by law shall be excluded from the right of inspection of employees. Employees may review their personnel files upon request. Review of files shall take place during regular business hours of the Employer's Human Resources Department and at such time mutually

agreed upon by the Employee and the Employer's Human Resources Department but no later than two (2) business days after the Employee's request.

- 28.3 In the course of its representation of Employees, Teamsters Local 1932 may require access to personnel records of Employees represented by Teamsters Local 1932 while balancing the Employee's privacy interest and Teamsters Local 1932's need for requested relevant and necessary information. A Teamsters Local 1932 Representative, upon written request and authorization by an Employee, may examine the Employee's personnel file. If requested, the Teamsters Local 1932 representative shall receive copies of any item in the file that pertains to any matter for which the Employee is being represented.
- 28.4 An Employee may request copies of all disciplinary notice(s) placed in his/her personnel file and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- 28.5 Material will only 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 29 – FITNESS FOR DUTY

The parties agree that the physical and mental fitness of Employer's employees are reasonable requirements to perform the duties of the job. Recognizing these important factors, the parties agree that Employer may require medical and psychological assessments of employees provided Employer pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

This article shall not apply to (a) any required post-offer, pre-employment medical screening required by Employer, and/or (b) any fitness for duty/medical clearance required as a result of an employee returning from a leave of absence.

ARTICLE 30 – CLASSIFICATION OF EMPLOYEES

- 30.1 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/PSL/ESL benefits. PTO may not be taken during the first ninety (90) days of employment, except that accrued PTO may be used if a holiday falls during the first ninety (90) days.
- 30.2 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 PTO/PSL/ESL benefits based on the number of hours worked and the specific eligibility provisions of the various benefit programs. Regular Part-Time Employees who work at least twenty-four (24) hours per week are eligible for health, dental and life insurance. PTO may not be taken during the first ninety (90) days of employment, except that accrued PTO may be used if a holiday falls during the first ninety (90) days.
- 30.3 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 fourteen percent (14%) above the base hourly rate for the Per Diem employee's applicable step in lieu of benefits.
- 30.4 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 31 – SAFETY & HEALTH

- 31.1 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.

- 31.2 BVCHD and Teamsters Local 1932 agree that the safety of patients, employees, and visitors is a priority. Employees should bring any safety concerns to the attention of their manager or supervisor as soon as the concerns are identified so that the manager or supervisor can address the concerns.
- 31.3 Up to three (3) Employees selected by Teamsters Local 1932 from various departments in which Teamsters Local 1932 represents employees will be invited to attend and participate in the regular meetings of the Employer's Safety Committee. Employees who are selected to attend the meetings of the Employer's Safety Committee should submit agenda items for consideration and discussion at the Safety Committee at least one (1) week in advance of the next scheduled meeting of the Safety Committee.
- 31.4 Time spent by the Employees selected by Teamsters Local 1932 in accordance with this Article attending the meetings of the Safety Committee shall be paid time.

ARTICLE 32 – SAVING CLAUSE

- 32.1 If any provision of this Memorandum of Understanding 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 Memorandum of Understanding is or shall at any time be contrary to law, all other provisions of this Memorandum of Understanding shall continue in full force and effect.

ARTICLE 33 – FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between Employer and Teamsters Local 1932 with respect to wages, hours, other terms and conditions of employment, and the matters set forth in this Agreement. Any prior or existing understanding or agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, Employer and Teamsters Local 1932 for the life of this Agreement each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter specifically covered in this Agreement. This Article shall not act as a waiver of any reserved or customary management rights or act as a waiver of Teamster Local 1932's right to bargain the impact of Employer's exercise of its exclusive management rights if legally required to do so. Employer's failure to exercise any reserved and/or customary management rights in a particular manner, shall not be considered a waiver of Employer's ability to exercise such reserved and/or customary management rights or preclude Employer from exercising the same in some other manner. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of such terms or conditions.

ARTICLE 34 – SUCCESSOR LANGUAGE

- 34.1 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 Union 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 Union 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 Union 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 Union of any successor rights they may enjoy under applicable law.

ARTICLE 35 – D.R.I.V.E.

Employer agrees to deduct from the paycheck of all Employees covered by this agreement, voluntary contributions to D.R.I.V.E. Teamsters Local 1932 shall notify Employer of the amounts designated by each contributing employee that is to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a pay period in which the employee earned a wage or earned insufficient wages to support the deduction after other legal and required deductions are made. Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse Employer’s actual cost for the expense incurred in administering the bi-weekly payroll deduction plan provided for by this Article.

ARTICLE 36 – IMPLEMENTATION

This Agreement constitutes a mutual agreement by all parties to be jointly submitted to BVCHD’s Board of Directors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by BVCHD’s Board of Directors. Any terms of or changes to this Agreement, which do not have specific effective dates, become effective on the date of BVCHD’s Board of Directors approval. Any economic terms of or changes to this Agreement, which do not have specific effective dates, become effective the beginning of the second pay period following BVCHD’s Board of Directors approval.

ARTICLE 37 – OBLIGATION TO SUPPORT ALL UNITS

The parties agree that, subsequent to the execution of this Agreement, and during the period of time tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Directors (i.e., after ratification by the Union but before the Board of Directors take action), neither Teamsters nor BVCHD Administration, nor their authorized representatives, will appear before the Board of Directors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

ARTICLE 38 - JOINT LABOR MANAGEMENT COMMITTEE

- 38.1 A joint labor management committee (the “Joint Committee”) will be formed and consist of one Employee selected by Teamsters Local 1932 from each of the departments in which Teamsters Local 1932 represents Employees and members of BVCHD’s management team. The Joint Committee will meet periodically on an as needed basis.
- 38.2 The objectives of the Joint Committee will be:
- (a) To consider constructively all aspects of patient care and efficient hospital operations;
 - (b) To constructively identify ways to improve patient care;
 - (c) To recommend to Employer ways and means to improve patient care and hospital operations;
 - (d) To constructively discuss ways in which to address any staffing shortages; and
 - (e) To constructively discuss other issues facing the Employer or the Employees which affect the delivery of patient care.
- 38.3 The Joint Committee will exclude from any discussions, grievances or any matters involving the interpretation of the contract. The Joint Committee’s activities are advisory and are not subject to the grievance procedure.
- 38.4 Time spent attending meetings of the Joint Committee will be paid time.

- 38.5 The Joint Committee shall not have any right or authority to abrogate representation rights of Teamsters Local 1932, Employer's management rights, or the authority of BVCHD's Board of Directors on matters which require the Board's approval.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>UNION:</p> <p>Teamsters Local 1932</p>	<p>EMPLOYER:</p> <p>Bear Valley Community Healthcare District</p> <p>By: _____</p> <p>Evan Rayner Chief Executive Officer</p> <p>By: _____</p> <p>Erin Wilson Human Resources Director</p>
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APPENDIX A – SALARY TABLE

Second Full Pay Period After 7/1/22			Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
Classification																																	
ER Tech (Certified EMT)	Per Diem	\$19.49	\$20.07	\$20.28	\$20.48	\$20.68	\$20.89	\$21.10	\$21.31	\$21.52	\$21.74	\$21.96	\$22.17	\$22.40	\$22.62	\$22.85	\$23.08	\$23.31	\$23.54	\$23.77	\$24.01	\$24.25	\$24.49	\$24.74	\$24.99	\$25.24	\$25.74	\$26.26	\$26.78	\$27.32	\$27.86	\$28.70	
	Per Diem	\$22.22	\$22.89	\$23.11	\$23.35	\$23.58	\$23.81	\$24.05	\$24.29	\$24.54	\$24.78	\$25.03	\$25.28	\$25.53	\$25.79	\$26.05	\$26.31	\$26.57	\$26.83	\$27.10	\$27.37	\$27.65	\$27.92	\$28.20	\$28.49	\$28.77	\$29.35	\$29.93	\$30.53	\$31.14	\$31.76	\$32.72	
Phlebotomist/Lab Assistant	Per Diem	\$20.35	\$20.96	\$21.17	\$21.38	\$21.60	\$21.81	\$22.03	\$22.25	\$22.47	\$22.70	\$22.92	\$23.15	\$23.38	\$23.62	\$23.86	\$24.09	\$24.33	\$24.58	\$24.82	\$25.07	\$25.32	\$25.58	\$25.83	\$26.09	\$26.35	\$26.88	\$27.42	\$27.96	\$28.52	\$29.09	\$29.97	
	Per Diem	\$23.20	\$23.89	\$24.13	\$24.38	\$24.62	\$24.87	\$25.11	\$25.36	\$25.62	\$25.87	\$26.13	\$26.39	\$26.66	\$26.93	\$27.19	\$27.47	\$27.74	\$28.02	\$28.30	\$28.58	\$28.87	\$29.16	\$29.45	\$29.74	\$30.04	\$30.64	\$31.25	\$31.88	\$32.52	\$33.17	\$34.16	
Nurse Staffing Coordinator/Surgical Tech	Per Diem	\$25.11	\$25.86	\$26.12	\$26.38	\$26.65	\$26.91	\$27.18	\$27.45	\$27.73	\$28.01	\$28.29	\$28.57	\$28.85	\$29.14	\$29.43	\$29.73	\$30.03	\$30.33	\$30.63	\$30.94	\$31.25	\$31.56	\$31.87	\$32.19	\$32.51	\$33.16	\$33.83	\$34.50	\$35.19	\$35.90	\$36.98	
	Per Diem	\$28.63	\$29.48	\$29.78	\$30.08	\$30.38	\$30.68	\$30.99	\$31.30	\$31.61	\$31.93	\$32.25	\$32.57	\$32.89	\$33.22	\$33.56	\$33.89	\$34.23	\$34.57	\$34.92	\$35.27	\$35.62	\$35.98	\$36.34	\$36.70	\$37.07	\$37.81	\$38.56	\$39.34	\$40.12	\$40.92	\$42.15	
Limited Radiology Tech	Per Diem	\$28.95	\$29.82	\$30.12	\$30.42	\$30.72	\$31.03	\$31.34	\$31.65	\$31.97	\$32.29	\$32.61	\$32.94	\$33.27	\$33.60	\$33.94	\$34.28	\$34.62	\$34.96	\$35.31	\$35.67	\$36.02	\$36.38	\$36.75	\$37.12	\$37.49	\$38.24	\$39.00	\$39.78	\$40.58	\$41.39	\$42.63	
	Per Diem	\$33.00	\$33.99	\$34.33	\$34.68	\$35.02	\$35.37	\$35.73	\$36.08	\$36.45	\$36.81	\$37.18	\$37.55	\$37.93	\$38.30	\$38.69	\$39.07	\$39.46	\$39.86	\$40.26	\$40.66	\$41.07	\$41.48	\$41.89	\$42.31	\$42.73	\$43.59	\$44.46	\$45.35	\$46.26	\$47.18	\$48.60	
Ultrasound Tech 1	Per Diem	\$31.61	\$32.56	\$32.88	\$33.21	\$33.54	\$33.88	\$34.22	\$34.56	\$34.91	\$35.26	\$35.61	\$35.96	\$36.32	\$36.69	\$37.05	\$37.42	\$37.80	\$38.18	\$38.56	\$38.94	\$39.33	\$39.73	\$40.12	\$40.53	\$40.93	\$41.75	\$42.58	\$43.44	\$44.31	\$45.19	\$46.55	
	Per Diem	\$36.04	\$37.12	\$37.49	\$37.86	\$38.24	\$38.62	\$39.01	\$39.40	\$39.79	\$40.19	\$40.59	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66	\$43.09	\$43.52	\$43.96	\$44.40	\$44.84	\$45.29	\$45.74	\$46.20	\$46.66	\$47.59	\$48.55	\$49.52	\$50.51	\$51.52	\$53.06	
Ultrasound Tech 2	Per Diem	\$36.45	\$37.54	\$37.92	\$38.30	\$38.68	\$39.07	\$39.46	\$39.85	\$40.25	\$40.65	\$41.06	\$41.47	\$41.89	\$42.30	\$42.73	\$43.16	\$43.59	\$44.02	\$44.46	\$44.91	\$45.36	\$45.81	\$46.27	\$46.73	\$47.20	\$48.14	\$49.11	\$50.09	\$51.09	\$52.11	\$53.67	
	Per Diem	\$41.55	\$42.80	\$43.23	\$43.66	\$44.10	\$44.54	\$44.98	\$45.43	\$45.89	\$46.35	\$46.81	\$47.28	\$47.75	\$48.23	\$48.71	\$49.20	\$49.69	\$50.19	\$50.69	\$51.19	\$51.71	\$52.22	\$52.75	\$53.27	\$53.81	\$54.88	\$55.98	\$57.10	\$58.24	\$59.41	\$61.19	
Radiology Technologist 1	Per Diem	\$31.11	\$32.04	\$32.36	\$32.69	\$33.01	\$33.34	\$33.68	\$34.01	\$34.35	\$34.70	\$35.05	\$35.40	\$35.75	\$36.11	\$36.47	\$36.83	\$37.20	\$37.57	\$37.95	\$38.33	\$38.71	\$39.10	\$39.49	\$39.88	\$40.28	\$41.09	\$41.91	\$42.75	\$43.60	\$44.48	\$45.81	
	Per Diem	\$35.47	\$36.53	\$36.89	\$37.26	\$37.64	\$38.01	\$38.39	\$38.78	\$39.16	\$39.56	\$39.95	\$40.35	\$40.75	\$41.16	\$41.57	\$41.99	\$42.41	\$42.83	\$43.26	\$43.69	\$44.13	\$44.57	\$45.02	\$45.47	\$45.92	\$46.84	\$47.78	\$48.73	\$49.71	\$50.70	\$52.22	
Radiology Technologist 2	Per Diem	\$35.95	\$37.03	\$37.40	\$37.77	\$38.15	\$38.53	\$38.92	\$39.31	\$39.70	\$40.10	\$40.50	\$40.90	\$41.31	\$41.72	\$42.14	\$42.56	\$42.99	\$43.42	\$43.85	\$44.29	\$44.73	\$45.18	\$45.63	\$46.09	\$46.55	\$47.48	\$48.43	\$49.40	\$50.39	\$51.40	\$52.94	
	Per Diem	\$40.98	\$42.21	\$42.63	\$43.06	\$43.49	\$43.93	\$44.37	\$44.81	\$45.26	\$45.71	\$46.17	\$46.63	\$47.10	\$47.57	\$48.04	\$48.52	\$49.01	\$49.50	\$49.99	\$50.49	\$51.00	\$51.51	\$52.02	\$52.54	\$53.07	\$54.13	\$55.21	\$56.32	\$57.44	\$58.99	\$60.35	
Radiology Technologist 3	Per Diem	\$41.61	\$42.86	\$43.29	\$43.72	\$44.16	\$44.60	\$45.04	\$45.49	\$45.95	\$46.41	\$46.87	\$47.34	\$47.82	\$48.29	\$48.78	\$49.26	\$49.76	\$50.25	\$50.76	\$51.26	\$51.78	\$52.30	\$52.82	\$53.35	\$53.88	\$54.96	\$56.06	\$57.18	\$58.32	\$59.49	\$61.27	
	Per Diem	\$47.44	\$48.86	\$49.35	\$49.84	\$50.34	\$50.84	\$51.35	\$51.86	\$52.38	\$52.91	\$53.44	\$53.97	\$54.51	\$55.05	\$55.61	\$56.16	\$56.72	\$57.29	\$57.86	\$58.44	\$59.03	\$59.62	\$60.21	\$60.81	\$61.42	\$62.65	\$63.90	\$65.18	\$66.49	\$67.82	\$69.85	
Respiratory Therapist	Per Diem	\$33.94	\$34.96	\$35.31	\$35.66	\$36.02	\$36.38	\$36.74	\$37.11	\$37.48	\$37.85	\$38.23	\$38.62	\$39.01	\$39.39	\$39.79	\$40.18	\$40.59	\$40.99	\$41.40	\$41.82	\$42.23	\$42.66	\$43.08	\$43.51	\$43.95	\$44.83	\$45.72	\$46.64	\$47.57	\$48.52	\$49.98	
	Per Diem	\$38.69	\$39.85	\$40.25	\$40.65	\$41.06	\$41.47	\$41.89	\$42.30	\$42.73	\$43.15	\$43.59	\$44.02	\$44.46	\$44.91	\$45.36	\$45.81	\$46.27	\$46.73	\$47.20	\$47.67	\$48.15	\$48.63	\$49.11	\$49.60	\$50.10	\$51.10	\$52.12	\$53.17	\$54.23	\$55.32	\$56.97	
Patient Access Rep/Admit. Clerk	Per Diem	\$18.23	\$18.78	\$18.96	\$19.15	\$19.35	\$19.54	\$19.73	\$19.93	\$20.13	\$20.33	\$20.54	\$20.74	\$20.95	\$21.16	\$21.37	\$21.58	\$21.80	\$22.02	\$22.24	\$22.46	\$22.68	\$22.91	\$23.14	\$23.37	\$23.61	\$24.08	\$24.56	\$25.05	\$25.55	\$26.06	\$26.84	
	Per Diem	\$20.78	\$21.41	\$21.62	\$21.84	\$22.05	\$22.27	\$22.50	\$22.72	\$22.95	\$23.18	\$23.41	\$23.65	\$23.88	\$24.12	\$24.36	\$24.61	\$24.85	\$25.10	\$25.35	\$25.60	\$25.86	\$26.12	\$26.38	\$26.64	\$26.91	\$27.45	\$28.00	\$28.56	\$29.13	\$29.71	\$30.60	



Printed for the Members of Teamsters Local 1932
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An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.