



**ESC DRAFT VERSION
NOT YET APPROVED BY MANAGEMENT
CONTRACT**

Between

ENGINEERS & SCIENTISTS OF CALIFORNIA, LOCAL 20

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS,
AFL-CIO & CLC**

And

**Hazel Hawkins
(SAN BENITO HEALTH CARE DISTRICT)**

January 1, 2016 - December 31, 2019

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PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereafter referred to as the "Memorandum," is made and entered into by and between ENGINEERS and SCIENTISTS of CALIFORNIA, Local 20, IFPTE (AFL-CIO & CLC), hereafter referred to as "ESC" or the "Union", and the SAN BENITO HEALTH CARE DISTRICT, hereinafter referred to as the "District," collectively referred to as the "parties."

ARTICLE 1 RECOGNITION

The District hereby recognizes the Union as the exclusive bargaining agent for per diem, regular part-time and regular full-time Clinical Laboratory Scientists and Medical Laboratory Technicians, excluding all temporary employees serving in the classifications of Clinical Laboratory Scientists and Medical Laboratory Technicians, management, confidential, supervisory, and all other District employees, and recognizes the Union's right to bargain and act with respect to wages, hours and other terms and conditions of employment, insofar as the Government Code and other applicable codes, laws, and regulations of the State of California might permit.

ARTICLE 2 NON-DISCRIMINATION

Neither the District nor the Union shall unlawfully discriminate against any employee on account of age, sex, race, creed, color, national origin, sexual orientation, physical or mental disability, genetic information, pregnancy, or other status protected by federal, state, or local laws. There shall be no unlawful discrimination by the District against any unit member on account of membership in, or activity on behalf of the Union. It is understood that no such activity on behalf of the Union shall interfere with the employee's regular work or with the normal activity of the District. Likewise, there shall be no unlawful discrimination by the Union against any employee or against any applicant for membership in said organization, including due to lack of Union membership or lack of activities on behalf of the Union.

ARTICLE 3 AUTHORIZED AGENT

For the purpose of administering the terms and provisions of this Memorandum, the following authorized agents have been designated:

- A. San Benito Health Care District's principal authorized agent shall be the Chief Executive Officer or his/her duly authorized representative.

San Benito Health Care District
911 Sunset Drive
Hollister, CA 95023

- B. The Union's authorized agent shall be the President or his/her duly authorized representative. The Union shall provide the District with written

notice of its mailing address upon the Memorandum being ratified by each party, as of each July 1st, and any such time as its address changes.

ARTICLE 4 MANAGEMENT RIGHTS

The District will continue to have, whether exercised or not, all the rights, powers, and authority heretofore existing, including but not limited to: to maintain and improve the efficiency and effectiveness of the District's operations, including the right to establish methods of operations and procedures, including, for example, program and client evaluation procedures; to direct its work force, including the right to determine job classifications of employees, to determine within job classifications work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Memorandum; to establish, modify, or eliminate job descriptions and classifications; to establish, issue and enforce rules and regulations; to determine the procedures, qualifications and standards of selection for employment and jobs; to determine the schedules and work hours of employees; to select and hire new employees, including temporary employees (the use of temporary employees will not displace bargaining unit employees); to take disciplinary action, including suspending, demoting or discharging employees; to relieve its employees of duties because of a lack of work, reduced funding or other legitimate reasons; to abolish positions because of a lack of work, reduced funding or other legitimate reasons; and to determine the methods, means and personnel by which operations are to be conducted.

These rights shall be limited only by the express terms of this Memorandum and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California. The exercise by the District of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

ARTICLE 5 UNION MEMBERSHIP

Section 1. MEMBERSHIP

As a condition of employment, all employees covered by this Memorandum shall, thirty-one (31) days after the date of execution of this Memorandum, or, in the case of new employees, thirty-one (31) days after the date of hiring, do one of the following: (1) become a Union member; (2) elect to pay an agency fee equal to the percentage of the regular dues that are used for legally permissible representation purposes; or (3) elect to pay, if the employee qualifies under Section 2 of this Article, a charitable contribution equal to the agency fee.

During the thirty (30) day window period that begins ninety (90) days prior to the expiration of this Memorandum, employees may elect, by providing written notice to the District and Union, to move between being a Union member and an agency fee payer. During the term of the Memorandum, employees may elect, by providing written notice

to the District and Union, to move between being a Union member or an agency fee payer to a charitable contribution payer.

The parties agree that the failure of an obligated employee in a bargaining unit position to pay Union dues, agency fees, or an equivalent charitable contribution shall be grounds for the Union to notify the District to terminate the employee consistent with the following procedure: (1) the Union must first notify the employee in writing that he/she is delinquent in not tendering dues, agency fees, or charitable contributions, the amount of such delinquency, and warning that failure to remit the delinquency within thirty (30) days will result in him/her being reported to the District for termination consistent with this Section; and (2) the Union shall provide the District with written notice of an employee's failure to comply with the requirements of this Section and proof that it has complied with the above requirements. Within three (3) working days after the District's receipt of such notice, it shall notify the employee of his/her termination.

Section 2. CHARITABLE FEE DEDUCTION

Any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to such dues or agency fees to a California non-profit corporation or any such other non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following organizations:

- American Heart Association
- The American Cancer Society
- The Hazel Hawkins Hospital Foundation

Proof of such payment made by the employee shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.

Section 3. DEDUCTION OF UNION DUES/AGENCY FEES

- A. During the life of the Memorandum, the District will deduct Union membership dues and agency fees from the salary of each bargaining unit employee who voluntarily agrees to such deductions and who submits a standard written authorization to the District setting forth standard amounts to be deducted monthly. Notice of any change in the amount of dues deductions or agency fees shall be provided in writing to the District's Personnel Department at least thirty days in advance of such change taking place. If the notice is not provided in a timely manner, then the District shall not be responsible for implementing the change in dues deductions or agency fees until the payroll period occurring after thirty

days notice has occurred and the Union shall be responsible for directly billing the employees for such amounts.

- B. The written authorization by the employee to deduct Union membership dues and agency fees may be revoked at any time upon the employee's delivery to the District a written revocation of the authorization. Union and non-Union members shall have the right to pay the union dues and/or agency fees directly to the Union instead of having it deducted from their salary. Non-Union members also may choose to authorize payroll deductions in the same manner as Union members.
- C. The District shall make deductions on a monthly basis. Each month's deductions shall be made by the District and shall be remitted to the Union at the address provided to the District under Article 3 – Authorized Agent.

Section 4. LEAP DEDUCTIONS

During the term of the Memorandum, the parties agree to allow employees to make LEAP contributions through payroll deduction consistent with the following:

- A. The parties agree that the District's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to LEAP is not and shall not be construed be an endorsement of LEAP by the District.
- B. The Union shall be solely responsible for communicating information regarding LEAP to bargaining unit employees.
- C. The Union is responsible for obtaining a written authorization from each employee who elects to have a voluntary payroll deduction to LEAP. Such authorization shall be in the form permitted by federal and/or state law. Employees may revoke their LEAP contributions at any time by providing written notice of such revocation to the District and Union.

Section 5. FORFEITURE OF DEDUCTIONS

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that period.

Section 6. UNION'S RECORD OF FINANCIAL TRANSACTIONS

The Union agrees to keep an itemized record of its financial transactions and shall make available to the District and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to

accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor Management Disclosure Act of 1959 covering employees governed by Government Code section 3500 *et seq.*, or required to file financial reports under California Government Code section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of such financial reports.

Section 7. EMPLOYEE LISTS

The District will supply to the Union the following information relating to Union bargaining unit members, unless prohibited by applicable law. The information shall be provided to the Union representative designated in writing as the individual authorized to receive such report and shall be provided as set forth below:

- A. Within thirty days of the ratification of this Memorandum, a list of all bargaining unit members, which shall include the name, home address, social security number, shift, date of hire, hourly pay rate and classification; and
- B. No later than the fifteenth of the month following a month in which a bargaining unit employee was hired or terminated, a list of all bargaining unit members terminated or hired, which shall include the name, home address, social security number, shift, date of hire, hourly pay rate and classification of such bargaining unit members.

Section 8. COPY OF MEMORANDUM OF UNDERSTANDING

When an employee covered by this Memorandum is employed, the District shall deliver to the employee, at the time of hire, a copy of the current Memorandum, which shall be printed and supplied by the Union to the District.

Section 9. USE OF SOCIAL SECURITY NUMBERS

The Union represents that it intends to use employee social security numbers for valid business purposes only relating to record keeping and dues collection purposes. The Union will use maximum efforts to keep employee social security numbers confidential. The Union agrees to indemnify and hold harmless the District from any and all claims or liabilities that result from the Union having been given employee social security numbers. The Union further agrees that where required, the District will provide employee social security numbers to the Union on lists (hard copy or electronic) separate from employees' addresses and telephone numbers.

Section 10. INDEMNIFICATION

The Union shall indemnify the District and hold it harmless against any and all suits, claims, demands, and liability that arise out of or by reason of any action that shall be taken in connection with this Article. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

ARTICLE 6 EMPLOYMENT CATERGORIES AND STATUS

For the purpose of compensation and fringe benefits eligibility computation, bargaining unit employees shall be categorized as regular full-time, regular part-time, or per diem. A change in an employee's employment category must first be approved in writing by the District.

Section 1. EMPLOYMENT STATUS

A. Regular Full-Time

A regular full-time employee is an employee who is regularly scheduled to work at least seventy-two (72) hours in a bi-weekly pay period.

B. Regular Part-Time

A regular part-time employee is an employee who works on a regular basis of at least forty (40) hours in a bi-weekly pay period. A regular part-time employee shall receive salary and fringe benefits, other than health benefits, prorated in ratio to the number of hours paid as compared to full-time. "Hours paid," as the term is used in this Article and in this Memorandum, shall include paid overtime hours, paid straight time hours, paid sick leave hours, paid holiday hours, and paid vacation hours. For the purposes of the definition of hours paid, hours paid shall not include standby hours.

C. Per Diem

A per diem employee is employed by the District to work on an intermittent or availability basis as required by the District. Per diem employees are not eligible for benefits provided by the District, except as required by law, shall be at-will employees and any discipline and/or termination of a per diem employee shall not be subject to the grievance and/or arbitration procedure set forth in the Memorandum.

Per diem employees are paid a 17% differential above their base hourly rate in lieu of receiving District provided benefits.

1. Availability, Scheduling and Holidays

Per diem employees shall provide, in writing, their availability to work shifts each month as directed by the Department Manager. The parties understand and agree that the Department Manager and District retain the right to adjust and/or modify the work shifts,

including working holidays and weekends, for which per diem employees must submit their availability and that such adjustments/modifications are not subject to the grievance procedure in this Memorandum.

Section 2. INTRODUCTORY PERIOD

The introductory period for a new regular full- or part-time employee or a regular full- or part-time employee who formerly worked for the District and to whom one of the conditions set forth in Article 7, Section 3 of this Memorandum is applicable shall be ninety (90) calendar days of continuous employment.

If the District determines that the employee cannot be properly evaluated during the introductory period, the District may, after providing written notice to ESC, elect to extend the introductory period for up to an additional ninety (90) calendar days. The District will notify the employee in writing at the time of an extension.

A new regular full- or part-time employee or a former regular full- or part-time employee rehired by the District after one of the conditions set forth in Article 7, Section 3 of this Memorandum occurred, shall have no seniority rights and may be terminated at any time during the introductory period for any reason, and the employee shall have no recall rights or recourse to the grievance and/or arbitration procedure with respect to any discipline or discharge. Upon completion of the introductory period, the employee's seniority shall be computed as of the date of most recent hire date.

Section 3. INTRODUCTORY PERIOD FOLLOWING PROMOTION

If an employee is promoted into a different classification within the bargaining unit, he/she shall serve a ninety (90) day introductory period in the new classification. Should the employee not successfully complete the promotional period, he/she shall be reinstated (bump) into the classification held immediately before the promotion, and the employee hired to replace the employee may be terminated.

ARTICLE 7 SENIORITY

Section 1. SENIORITY DEFINED

The most recent date of hire, anniversary date of hire or adjusted anniversary date shall be used in determining benefit eligibility. However, anniversary dates of hire shall be adjusted to reflect any leaves of absence without pay totaling thirty (30) or more calendar days in any twelve (12) month period (unless otherwise provided by law or as provided in this Memorandum), including but not limited to periods of suspension and layoffs for purposes of determining compensation, promotion to higher classifications, and/or accrual of benefits.

Unless otherwise provided for in this Memorandum, seniority, for purposes other than benefit eligibility and calculations, for regular full-time and regular part-time employees

seniority shall be defined as the employee's most recent hire date into a bargaining unit position, without loss of seniority as defined in this Memorandum, whether prior to the Union's recognition or thereafter.

For per diem employees they will have separate seniority from regular benefited employees that is defined as the continuous length of service of a per diem employee employed by the District in a classification represented by ESC. The District shall maintain two seniority lists: (1) all regular benefited employees; and (2) all per diem employees.

Section 2. RETURN TO UNIT

Any regular benefited bargaining unit employee who accepts a non-bargaining unit position with the District may return to the bargaining unit without a break in seniority, provided that: (1) there exists a vacancy to which the employee can return; (2) the employee is qualified to perform the vacancy; and (3) such return occurs within thirty (30) calendar days of the acceptance of the non-bargaining unit position.

Section 3. LOSS OF SENIORITY

An employee's seniority shall be terminated by:

- a. For permanent employees, discharge for cause and for probationary and per diem employees, discharge;
- b. Resignation/Retirement;
- c. Failure to return from a leave of absence in accordance with the terms of the leave;
- d. Twelve (12) consecutive months of layoff without recall.

Section 4. SENIORITY LIST

The District shall maintain a seniority list that will be provided to the Union upon written request.

ARTICLE 8 WAGES

Section 1. HOURLY WAGES

- A. First Year Of The Memorandum

In the first year of the Memorandum, and retroactive to January 1, 2016, the parties agree to revise the current salary schedule as set forth in the attached salary schedule, which also builds in longevity steps at the completion of 10 years, 15 years and 20 years of employment with the District.

For an employee to qualify to move to a longevity step, the employee must have completed 10, 15, and 20 years of consecutive employment for the District in an ESC bargaining unit position.

The parties agree that under the revised salary schedule, employees will be placed on the step closest to the employee's current step that results in the employee receiving a 3% increase. For employees who are currently on Step 13, those employees will either be placed on Step 8, even if the employees do not meet the requirements to qualify to move to Step 8, or Step 9 if the employees meet the requirements to qualify to move to Step 9.

In addition, effective as of the first full pay period after the full ratification of the parties' Memorandum of Understanding, the District agrees to provide a 0.5% increase to the salary schedule to all employees within the bargaining unit.

B. Second Year Of The Memorandum

Effective as of the beginning of the first full pay period in January 2017, the District agrees to provide a 3.5% increase to the salary schedule to all employees within the bargaining unit.

C. Third Year Of The Memorandum

Effective as of the beginning of the first full pay period in January 2018, the District agrees to provide a 3.5% increase to the salary schedule to all employees within the bargaining unit.

Section 2. STEP INCREASES

An employee shall advance a step, until there are no further steps to advance, on the salary schedule within the employee's designated classification effective upon the employee's anniversary date as defined in this Memorandum.

Section 3. SALARY SCHEDULE

The District's salary schedule for bargaining unit employees is attached as Appendix A.

Section 4. SHIFT DIFFERENTIAL

A. Evening Shift Differential

Effective January 1, 2016, a shift differential of Three Dollars and Fifty Cents (\$3.50) per hour for each hour worked on the evening shift.

Although there are variations in when an evening shift occurs, for an employee to be eligible for an evening shift differential, the employee must work four (4) or more hours after 4:00 p.m.

B. Night Shift Differential

Effective January 1, 2016, a shift differential of Five Dollars and Twenty-Five Cents (\$5.25) per hour for each hour worked on the night shift.

Although there are variations in when a night shift occurs, for an employee to be eligible for a night shift differential, the employee must work between 11:00 p.m. and 7:00 a.m.

C. Computation Of Shift Differential

Shift differentials shall be paid on hours actually worked and shall be included in the employee's hourly rate of pay for the purposes of overtime computation.

Section 5. LEAD DIFFERENTIAL

The District may, in its sole discretion, select and assign a bargaining unit employee to perform lead duties in each of the following sections: Blood Bank, Hematology, Chemistry, Microbiology, Meditech, and Quality Assurance. In such situations, the District will pay the employee a five percent (5%) differential above his/her straight time hourly rate for the actual hours assigned to and worked as a lead.

The parties agree that leads coordinate the workflow among employees within the section; provide technical or functional support to employees; work with management to plan and meet all applicable regulatory requirements, e.g. CLIA and TJC, within the Department; inform District management as it relates to Unit/Department resources, staffing needs, and equipment needs; and perform the regular work of the lead's classification. The parties further agree that leads do not act in the role of a bona fide supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or terminate bargaining unit employees.

An employee assigned as a lead will not be removed from the lead role until the employee has received a reasonable opportunity to improve his/her performance as a lead. Such opportunity will include being placed on a Performance Improvement Plan. If the employee has not met the requirements of the Performance Improvement Plan – and is not otherwise being discharged pursuant to Article 25 – the employee will be removed from the lead role. The District's determination to remove an employee from the lead role shall not be grievable.

If an employee assigned as a lead is absent from work, the District may, in its sole discretion: (1) chose to assign another bargaining unit employee to act as a lead while the employee is absent; (2) chose to have the work performed by the Department Manager/Director while the employee is absent; (3) have the lead work performed by a

combination of a bargaining unit employee and the Department Manager/Director while the employee is absent; or (4) not have the lead work performed while the employee is absent.

ARTICLE 9 OVERTIME

Section 1. DAILY COMPENSATION

Work in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay up to a total of twelve (12) hours per day. Work in excess of twelve (12) hours shall be compensated at the rate of two (2) times the regular rate of pay.

Section 2. BI-WEEKLY COMPENSATION

Work in excess of eighty (80) hours worked in the bi-weekly pay period shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for the day(s) on which the overtime is worked.

Section 3. AUTHORIZATION OF OVERTIME

All work qualifying for overtime payments must be authorized in advance by the District. There shall be no pyramiding of overtime pay provided for in this Memorandum.

Section 4. REPORTING PAY

If an employee reports for work for his/her regularly scheduled shift and is not permitted to work because of circumstances within the control of the District, that employee shall receive reporting time pay of half of the employee's scheduled workday, which shall not be less than two hours of pay and not more than four hours of pay, as applicable.

ARTICLE 10 MEAL PERIODS

Employees who are scheduled to work a minimum of six (6) hours within a spread of six and one half hours shall receive not less than a one-half (1/2) hour meal period. Meal periods are normally thirty minutes and are not included as time worked for pay purposes. If an employee is required and authorized by the District to work during the meal period, such meal period shall be paid as time worked for the purpose of computing overtime.

ARTICLE 11 WORK WEEK

Section 1. POSTING OF SCHEDULES

- A. Monthly schedules for bargaining unit employees will be posted no less than fourteen (14) calendar days in advance of the schedule going into

effect. The posting requirement may be waived in emergency situations or in response to patient care or District operating needs.

- B. After the schedule is posted, an employee, who for his/her own benefit, wishes to initiate a schedule change on any scheduled shift, must find a qualified replacement and provide written notice to the Department Manager of the proposed change as far in advance as possible. The replacement employment must not cause overtime to be incurred. The District must pre-approve the replacement and the District's decision to approve or deny the schedule change shall not be grievable.
- C. In the event the District needs to change an employee's schedule after it has been posted, with the exception of changes governed by Article 27, Section 2, the District will provide the affected employee, where possible, with at least twenty-four hours notice of the change in the schedule and, in situations where such notice is not possible, will provide the affected employee with prompt notice of the change in the schedule.
- D. In the event the District discontinues the use of the current scheduling process in place as of June 18, 2013, the District agrees to provide advance written notice to ESC of the discontinuation of the scheduling process. In the written notice, the District shall offer at least three possible dates for the parties to meet to discuss the District's decision to implement the new scheduling process and how the positions will be filled. If the parties are unable to reach a mutual agreement regarding how the positions will be filled under the new scheduling process within thirty calendar days of the date the written notice is given to ESC, the District shall have the right to implement the new scheduling process. In utilizing the new scheduling process, the District will fill the positions with qualified employees by classification seniority. The District retains the right to approve the final schedule prior to posting and to make scheduling changes that are not seniority based due to the District's operating needs.

The District's decision to implement a new scheduling process and the final scheduling by the District of employees not in seniority order due to the District's operating needs shall not be grievable.

Section 2. WEEKENDS

The District shall not schedule a bargaining unit employee to work more than three (3) consecutive weekends, except in emergency situations. The District and an employee can agree in writing that this Section does not apply to the employee. This Section does not apply to bargaining unit employees who are classified as per diem or who are hired into or who bid into weekend positions.

A weekend shift shall be Saturday and Sunday and on the night shift it shall be Friday and Saturday.

Section 3. REST BETWEEN SHIFTS

Each regular full- and part-time employee shall have an unbroken rest period of at least ten (10) hours between shifts.

For purposes of this Section, a shift is defined as an employee working his/her regular schedule of eight (8) hours.

If an employee does not have ten (10) hours rest between shifts worked, the employee will be paid at the rate of one and one half (1 1/2) the straight hourly rate for all hours worked until ten (10) hours have elapsed from the completion of the employee's preceding shift worked. The time in which an employee is receiving the 1 1/2 times pay shall count as rest time for purposes of this Section.

ARTICLE 12 STANDBY & CALL-BACK

Section 1. STANDBY

A. Standby duty is defined as a scheduled assignment for an employee to standby and to be available for recall to the District should the need arise. The employee shall be compensated for standby duty as provided herein.

B. Any regular full-time, any regular part-time, or per diem employee who is placed on standby duty beyond his or her regularly scheduled work day or work week shall be compensated for such standby time at one-half (1/2) times the employee's straight time hourly rate. Such payment for standby duty shall not continue if the employee is called to work while on standby.

C. In order to qualify for standby compensation, employees on standby must be able to respond and be present on duty within a thirty (30) minute commute time to the District. The District reserves the right to take any employee off of standby time if the employee is unable to respond as herein provided.

Section 2. CALL-BACK ON STANDBY

If an employee is called to work while on standby, the employee shall receive one and one-half (1-1/2) times the straight time hourly rate of pay for the time actually worked.

Section 3. CALL-BACK (NOT ON STANDBY)

A. Call-back is defined as a call to the employee to return to work after the employee has left the District and prior to the employee's next regularly scheduled shift. The employee is compensated for such call-back as provided below.

B. Through December 31, 2016, if a regular full-time or regular part-time employee who is not on standby is called back to work, the employee shall receive pay at the rate of two (2) times the straight time hourly rate of pay for the time actually worked. Effective January 1, 2017, if a regular full-time or regular part-time employee who is not on standby is called back to work, the employee shall receive pay at the rate of one and a half (1 1/2) times the straight time hourly rate of pay for the time actually worked.

These provisions do not apply to a situation where an employee is originally scheduled to work and is taking an additional day off without pay at the request of either the District or the employee and is recalled due to unanticipated staffing needs.

ARTICLE 13 CALL-OFFS

Section 1. CALL-OFFS

It may be necessary to require an employee to take time off without pay during temporary periods due to the District's operating needs.

Eligible employees who are cancelled may take the day off without pay or use vacation (where applicable) at the employee's discretion. An employee electing to use vacation shall notify the District at the time of being notified of the call-off and shall complete the necessary forms for taking such vacation.

Section 2. ORDER OF CALL-OFF

Subject to District operating and staffing needs, when it is necessary to call-off employees pursuant to this Article, employees shall be called-off in the following order:

1. Employees receiving double time;
2. Employees receiving overtime;
3. Per Diem employees;
4. Part-time employees working shifts over and above their regular schedule; and
5. Regular full-time employees and regular part-time employees working their regular schedule.

Within each category above, except per diems, call-offs shall be by reverse order of seniority (from the least senior to the most senior) provided that the District's operating needs are satisfied and the remaining employees are qualified and able to perform the work.

The District will accept volunteers for call-off before utilizing the above procedure. However, unless the District, in its discretion otherwise permits, the volunteering for call-off shall not result in the District utilizing the services of an employee eligible for overtime or premium pay who would have been called-off if the District followed the process above.

Section 3. CALL-OFF NOTICE

The District will call-off employees at least two (2) hours prior to the commencement of their scheduled shift.

Section 4. VOLUNTEERS

If more than one (1) employee in an affected Department volunteers to be called-off, approval shall be based on the following criteria in descending order: (1) the District's operating needs; and (2) the employees' seniority.

ARTICLE 14 HOLIDAYS

Section 1. NATIONAL HOLIDAYS

The following national holidays shall be recognized:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. NATIONAL HOLIDAY PAY

If an employee is required to work on a recognized holiday, the employee shall be paid time and one-half (1-1/2) for working such holiday. A benefited full- or part-time employee, in addition to said time and one-half pay, shall be given a compensatory day off. The election of a compensatory day off or pay in lieu thereof shall be at the option of the employee within thirty (30) days before or after the occurrence of said holiday. The District and the employee shall mutually agree upon the particular day to be given as a compensatory day off.

Section 3. BIRTHDAY HOLIDAY

Each full or part-time benefited employee shall receive his/her birthday as a paid holiday.

Section 4. FLOAT HOLIDAY

Each full- or part-time benefited employee who has completed one year of employment at the District shall become eligible for one (1) floating holiday per year. Election of the day to be observed as the floating holiday must be made by the employee in writing at least thirty (30) days in advance. The notice shall be sent to the Department Manager or his/her designee. The District shall make every effort to approve the date selected by

the employee in accordance with operational and staffing needs. In the event that the particular day requested cannot be approved, the District and employee shall mutually agree on another day.

Section 5. PAY FOR BIRTHDAY AND FLOAT HOLIDAY

A full- or part-time benefited employee who is required to work on his/her birthday or float holiday shall receive a compensatory day off, or, in lieu of the compensatory day off, shall be paid two (2) times the employee's straight time hourly rate for the hours worked.

Section 6. DEFINITION OF A HOLIDAY SHIFT FOR PAY PURPOSES

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

Section 7. HOLIDAY WORK HOURS

Holidays are not considered as time worked for purposes of overtime unless the employee actually works the holiday. Sick leave does not constitute a work day.

Section 8. Regular employees who have more than forty (40) hours of accrued holiday time off as of June 30 of each fiscal year shall be paid for any accrued holiday time off in excess of forty (40) hours in a payroll check issued during the month of July.

ARTICLE 15 SICK LEAVE

Each regular full-time employee shall be entitled to sick leave for bona fide illness or accident after completion of ninety (90) calendar days of continuous employment. The employee shall earn sick leave at the rate of one (1) day per month beginning with his/her first month of employment. Sick leave shall be cumulative up to a total of eighty (80) days. Once an employee accumulates eighty (80) days of sick leave, he/she shall not be entitled to earn additional sick leave until falling below the maximum accrual amount.

The District may require a health care provider's verification of all periods of illness of three or more days. The District may also require a health care provider's verification if there is reasonable doubt as to the validity of the illness or if the illness repeatedly occurs the day before or the day following a holiday or a scheduled day off.

Sick leave shall be integrated with any benefits under State of California Disability Insurance.

ARTICLE 16 VACATION

Section 1. ELIGIBILITY

All regular full-time employees are eligible to utilize vacation after six (6) months of continuous employment with the District. Regular full-time employees shall receive vacation with pay in accordance with the following schedule:

One Year	Ten Days
Two Years	Eleven Days
Three Years	Twelve Days
Four Years	Thirteen Days
Five Years	Fifteen Days
Six Years	Sixteen Days
Seven Years	Seventeen Days
Eight Years	Eighteen Days
Nine Years	Nineteen Days
Ten Years	Twenty-One Days
Twenty Years	Twenty-Two Days

Part-time regular employees will receive vacation pay prorated based on hours worked.

Vacation is accrued during the first six months of an employee's employment with the District. Employees, however, cannot take vacation until they have completed six continuous months of employment with the District. Following the completion of a worker's introductory period, he/she accrues vacation as set forth above.

Section 2. NO SEASONAL BAN

No vacation shall be unreasonably denied because of the season of the year. Vacations will be granted in accordance with the staffing and operational needs of the District as determined by the Department Manager.

Section 3. VACATION PAY AT TERMINATION

Accrued vacation pay shall be paid to employees upon termination of employment.

Section 4. LIMITATION OF VACATION ACCRUAL

Vacation accrual shall be limited to two hundred and forty (240) hours. Vacation earned in excess of the two hundred and forty (240) hours shall be paid in lieu of vacation at the end of the fiscal year.

Employees may carry over a maximum of two hundred and forty (240) hours of vacation from one anniversary year to the next. Unused vacation time in excess of two hundred and forty (240) hours will be paid off at the end of the fiscal year.

ARTICLE 17 HEALTH INSURANCE

Section 1. ELIGIBILITY

Health and dental insurance shall be provided for all regular full-time and regular part-time employees on the first of the month following 60 calendar days of continuous employment in the District. Full-time employees shall pay a monthly contribution for health and dental care coverage according to the following schedule:

Single Coverage	\$15.00 per month
Family Coverage	\$90.00 per month

Part-time employees shall pay a monthly contribution for health and dental coverage according to the following schedule

Single Coverage	\$76.25 per month
Family Coverage	\$135.00 per month

It is understood that the District shall not be obligated to maintain any coverage or benefit for any regular full- or part-time employee who does not desire or does not pay the remaining balance of any premium, or benefit necessary for the employee to pay in order to be entitled to receive health and/or dental insurance coverage. It is agreed that in the event a regular full- or part-time employee does not participate in the payment of health and dental benefits as provided in this Article, the District's obligation to resume any such coverage at a later date shall be subject to any applicable rules and regulations concerning eligibility then in effect for new or resumed coverage, as the case may be.

The parties agree to change the out of pocket maximum amounts from "N/A" to \$1,000 per covered person and \$3,000 per family unit for in network coverage and from \$3,000 per covered person and \$9,000 per family unit to \$10,000 per covered person and \$20,000 per family unit for out of network coverage.

In addition, the parties agree to remove the fourth quarter deductible carryover for employees.

Section 2. FLEXIBLE SPENDING ACCOUNT

Employees are eligible to participate in the District's Flexible Spending Account ("FSA") Program by electing to contribute their own pretax dollars for eligible medical expenditures for themselves and/or eligible dependents. In addition, employees may elect to contribute their own pretax dollars for child care related expenses. Employees must comply with all terms and conditions as required by the third party administrator.

Section 3. In the event health plan requirements (Government Health Plan Requirements) are adopted by the federal or state government(s), which impact the

parties' bargained agreement on health care coverage, the parties shall be required to reopen the relevant Sections of the Memorandum and bargain regarding the impact of such changes.

Section 4. PRESCRIPTIONS FOR RETIREES

The District shall provide prescription service at the District's cost to retired bargaining unit employees based upon the following conditions:

1. The employee must have retired from the District after September 1, 2009.
2. The employee must retire between age 55 and Medicare eligibility.
3. The employee must have completed 10 years of continuous benefited service at the District at the time of retirement.
4. The employee must pay for the prescription at the time of pick-up.
5. Employees are only eligible to receive this service until they become eligible for Medicare prescription coverage.
6. The prescriptions must be filled at the District's pharmacy.
7. Mail order prescriptions are not provided.
8. The Pharmacy will use the Blue Cross formulary.

ARTICLE 18 LIFE INSURANCE

Section 1. ELIGIBILITY

Life insurance shall be provided for employees the first of the month following the employee's completion of ninety (90) calendar days of continuous employment in the District.

Section 2. REGULAR FULL-TIME EMPLOYEES

The District will provide Fifty Thousand Dollars (\$50,000.00) Life Insurance coverage and Fifty Thousand Dollars (\$50,000.00) Accidental Death or Dismemberment coverage for each regular full-time employee. Such insurance shall be provided at no cost to all regular working full-time employees.

Section 3. REGULAR PART-TIME EMPLOYEES

The District will provide life insurance and accidental death or dismemberment insurance for regular part-time employees. The amounts of such insurance shall be Fifty Thousand Dollars (\$50,000.00). The premiums for such insurance shall be paid pursuant to the proration provisions of this Memorandum of Understanding.

ARTICLE 19 RETIREMENT PROGRAM

Eligible employees shall participate in the District's Defined Benefit Pension Plan in accordance with the terms set forth below.

Section 1. ELIGIBILITY

In order to be eligible to participate in the District's Defined Benefit Pension Plan, an employee must be a benefited full- or part-time employee.

Section 2. PARTICIPATION ENTRY DATE

Eligible employees shall begin participating in the District's Defined Benefit Pension Plan effective on the January 1st that follows three consecutive years of employment with the District. During each of those three years, the employee must have worked a minimum of 1,000 hours.

Section 3. NORMAL RETIREMENT DATE

The normal retirement age shall be age sixty-five (65).

Section 4. NORMAL FORM OF PAYMENT

The form of the payments to employees from the Defined Benefit Pension Plan shall be a monthly annuity payment for the life of the employee.

Section 5. RETIREMENT BENEFIT FORMULA FOR SERVICE

The Plan does not provide for any employee contributions by employees hired before January 1, 2013 and were members of the Defined Benefit Pension Plan. Based on the passage of the California Public Employees' Pension Reform Act, employees hired on or after January 1, 2013 – as well as those employees who were employed by the District prior to January 1, 2013, but not members of the Defined Benefit Pension Plan, e.g. per diem employees – must contribute 50% of the cost of benefits.

Based on the preceding two sentences, the District shall contribute an amount sufficient, in combination with any required employee contributions, to fund a benefit equal to one and three tenths percent (1.3%) of the employee's annual compensation in each calendar year.

Section 6. ANNUAL COMPENSATION

For purposes of this Article, annual compensation shall be defined as the employee's base pay. _Based on the passage of the California Public Employees' Pension Reform Act, for employees hired on or after January 1, 2013 – as well as those employees who were employed by the District prior to January 1, 2013, but not members of the Defined Benefit Pension Plan, e.g. per diem employees – compensation taken into account cannot exceed the Social Security taxable wage base.

Section 7. EARLY RETIREMENT DATE

An employee shall be eligible for early retirement in the first month after attaining fifty (50) years of age and completing ten (10) years of consecutive service with the District.

Section 8. EARLY RETIREMENT BENEFIT

An employee who elects early retirement, shall receive the actuarial equivalent based upon UP 84 mortality rate table and six percent (6%) interest rate.

Section 9. VESTING

Employees shall vest in the District's Defined Benefit Pension Plan after completion of five (5) years of service working a minimum of 1,000 hours in each year.

Section 10. DEATH BENEFITS

Please refer to the District's Pension Plan for an explanation of death benefits payable under the Plan.

Section 11. DISABILITY BENEFITS

An employee shall be eligible for disability benefits in the first month after completing fifteen (15) years of consecutive service with the District and five (5) years of participation in the District's Defined Benefit Pension Plan.

Section 12. SOCIAL SECURITY

Benefits under the District's Defined Benefit Pension Plan are not affected by Social Security Benefits.

ARTICLE 20 LEAVES OF ABSENCE

Section 1. APPLICATION PROCEDURE

An application for a leave of absence, extension and required approval thereof shall be in writing setting forth the details of the leave. Except as provided below or by applicable law, such details shall include but not be limited to the starting and termination date of the leave. The application is to be initiated by the employee. This procedure may be waived in an emergency situation, but such leave of absence must be confirmed in writing within a reasonable time after the emergency.

Section 2. LEAVES WITHOUT PAY

Except as provided below or by applicable law, in the case of an employee returning from a leave of absence without pay of less than six (6) months, the District will restore

the employee to the same position. In the case of an employee returning from a leave of absence of greater than six (6) months, but less than twelve (12) months, the District will restore the employee to a comparable position.

A. Eligibility

Except as otherwise provided by applicable law, upon request, leaves of absence, as herein provided, may be granted with the approval of the District. Leaves of absence may be granted after twelve (12) months of continuous employment with the District as a regular full-time employee. A regular part-time employee shall be eligible for such leaves after the equivalent of twelve (12) months of full-time employment, except where otherwise provided by law.

B. Change of Anniversary Date

An employee's anniversary date for the purpose of salary tenure steps, vacation eligibility and similar benefits, shall not be changed until the employee has taken a leave or leaves of absence without pay totaling more than thirty (30) calendar days in any twelve (12) month period (unless otherwise provided by law or as provided in this Memorandum). The anniversary date in such a case shall be adjusted to reflect the total number of calendar days of the leave or leaves.

Section 3. TYPES OF LEAVE

A. Medical Leave

An unpaid medical leave for up to three months shall be granted. In addition to the eligibility requirements set forth above, an employee must provide the District with medical certification, in advance where practicable and foreseeable, including the probable duration of the leave and certification that the employee is unable to perform his/her job duties due to a medical condition.

Benefits shall be maintained during paid portions of the leave and/or during any portion of the leave that qualifies as Family and Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA") leave, as provided below. Beginning on the first day of the month following the exhaustion of paid time off and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided under COBRA.

B. Family and Medical Leave

The District will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Employees may be eligible for leave under the federal Family Medical Leave Act ("Fed-FMLA") and the California Family Rights Act ("CFRA"), for purposes of this Section these types of leaves are collectively referred to as "FMLA Leave."

An employee must contact his/her supervisor as soon as he/she becomes aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the District of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job if the employee's serious health condition precludes the employee from working in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless the employee and the District have agreed, in writing, otherwise.

1. Employee Eligibility

To be eligible for FMLA Leave benefits, an employee must: (1) have worked for the District for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the District within 75 miles, as of the date the leave is requested.

2. Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), military emergency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- (a) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- (b) to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition) ("Family Care Leave");
- (c) an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- (d) a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("Military Emergency Leave"); or
- (e) to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

3. Definitions

- (a) “Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
- (b) “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- (c) “Parent,” for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
- (d) “Covered Active Duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- (e) “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs),

and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

- (f) "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- (g) "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

4. Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Military Emergency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA.

A "single 12-month period" begins on the date of an employee's first use of such leave and ends 12 months after that date. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of an employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing an employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. An employee must contact his/her manager and the Vice President, Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

As discussed more generally below, if an employee's request for intermittent leave is approved, the District may later, consistent with applicable law, require an employee to obtain recertifications of his/her need for leave.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

5. Notice and Certification

(a) Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
2. when the need for leave is not foreseeable, notice within the time prescribed by the District's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
4. periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and
5. periodic reports during the leave.

Certification forms are available from the Human Resources Department.

At the District's expense, the District may also require a second or third medical opinion regarding an employee's own serious health condition or the serious health condition of an employee's family member for Fed-FMLA purposes if the District has reason to doubt the validity of a medical certification and, for CFRA purposes, the employee's own serious health condition. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the District's operation. An employee must contact his/her manager and the Vice President, Human Resources prior to scheduling planned medical treatment.

Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous

certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the District at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

(b) Military Emergency Leave Requirements

Employees are required to provide:

1. as much advance notice as is reasonable and practicable under the circumstances;
2. a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
3. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

(c) Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the FMLA Leave's expiration and has not obtained an extension of the FMLA Leave, the District may presume that the employee does not plan to return to work and has voluntarily terminated his/her employment.

6. Compensation During Leave

Generally, FMLA Leave is unpaid. However, an employee may be eligible to receive benefits through State-sponsored or District-sponsored wage-replacement benefit programs. If an employee is eligible to receive these benefits, the employee may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and District policy. All such payments will be integrated so that the employee will receive no more than his/her regular compensation during this period. The District may require employees to use accrued sick leave and vacation

during any unpaid portion of FMLA Leave. However, the District will only require employees to use accrued sick leave or vacation during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the District and the employee. The use of paid benefits will not extend the length of a FMLA Leave.

7. Benefits During Leave

The District will continue making contributions for an employee's group health benefits during his/her FMLA Leave on the same terms as if the employee had continued to work. This means that if an employee wants his/her benefits coverage to continue during an employee's leave, he/she must also continue to make any premium payments that an employee is now required to make for the employee or his/her dependents. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes time off after the pregnancy disability/Fed-FMLA leave that qualifies as CFRA leave, the District will continue the employee's health insurance benefits while the employee is taking CFRA leave for up to a maximum of 12 workweeks in a 12-month period. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the District may recover premiums it paid to maintain health coverage if an employee fails to return to work following a FMLA Leave.

Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

Entitlement to FMLA Leave shall be satisfied by and run concurrently with leaves taken pursuant to Article 16 (Sick Leave) and Article 17 (Vacation).

8. Job Reinstatement

Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on

the serious health condition for which the employee took the intermittent leave.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If an employee is a “key employee,” he/she will be notified of the possible limitations on reinstatement at the time he/she requests a leave.

9. Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains FMLA from the District is not protected by FMLA’s job restoration or maintenance of health benefits provisions. In addition, the District will take all available appropriate disciplinary action against such employee due to such fraud.

10. Changes To FMLA/CFRA

This Section of the Memorandum may be reopened at the request of either party if new statutory language or regulations regarding the FMLA or CFRA are implemented or if any other changes are made, which impact this Section.

11. Department of Labor Notice WH1420 is attached to this Memorandum as Appendix B.

C. Pregnancy Disability Leave

Any employee who is *disabled* by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this Section, an employee is *disabled* when, in the opinion of the employee’s healthcare provider, she cannot work at all or are unable to perform any one or more of the essential functions of the employee’s job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

1. Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is *affected by pregnancy* may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is *affected by pregnancy* if she is pregnant or has a related medical condition, and because of pregnancy, the employee’s health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee *affected by pregnancy* if: she

requests a transfer or other accommodation; the request is based upon the certification of her health care provider as “medically advisable”; *and* the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

2. Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

- (a) Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- (b) Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and
- (c) Provide a signed medical certification from the employee’s health care provider, that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The District may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

3. Duration

The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

4. Reinstatement

If the employee and the District have agreed upon a definite date of return from her

leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Personnel Director with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

5. Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from the District or her health care provider. Any SDI for which an employee is eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that she do not receive more than 100% of her regular pay.

6. Benefits

The District will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the

same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

D. Bereavement Leave

A leave with pay not to exceed three (3) working days shall be granted for bereavement due to death in the immediate family. Immediate family shall include only the employee's mother, father, sister, brother, spouse, registered domestic partner, child, step-father, step-mother, step-child (including when standing in loco parentis), grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law.

If the employee needs leave for bereavement due to death in the immediate family that exceeds three (3) days, the employee may submit a request to his/her supervisor to take up to three (3) additional days of leave without pay. The supervisor will provide a response granting or denying the request.

E. Jury Duty

A leave shall be granted for jury duty. An employee called for jury duty will receive up to a maximum of two weeks of paid leave, which shall be the difference between jury pay received and the employee's normal straight time earnings. As a condition of receiving this pay, the employee must produce within three (3) calendar days of receipt, documentation from the Court at which the employee served on jury duty, verifying the employee's jury duty service.

If an employee is excused from serving on the jury in time to complete five or more hours of his or her scheduled shift, the employee shall advise the Hospital by telephone and, if requested to do so, will report to work.

F. Court Appearances

An unpaid leave shall be granted for court appearances, unless required by applicable law.

G. Time Off For Voting

If an employee cannot vote in a statewide public election before or after working hours, then employees will be allowed sufficient time off to go to the polls. The District will pay employees for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Employees must give reasonable written notice to the Department Manager of the need to have time off to vote and the reason the time off to vote is needed. Employees must give at least three (3) days notice when three days notice is possible.

H. Military Spousal Leave

The District provides spouses or registered domestic partners of certain military personnel up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a “qualified leave period” means the period during which the spouse is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he or she:

1. Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
2. Works for the District for an average of 20 or more hours per week;
3. Provides the District with notice of his or her intention to take leave within two business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and
4. Submits written documentation to the District certifying that the spouse will be on leave from deployment during the time the leave is requested.

Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this Section will not affect an employee’s right to any other benefits, although an employee may elect to use accrued vacation during the time off.

I. Other Leaves

A leave of absence without pay for reasons in addition to those listed above may be granted at the discretion of the Administrator.

ARTICLE 21 UNION VISITATION RIGHTS

A duly authorized representative of the Union shall be permitted to enter the District's facilities for representation purposes. The Union representative shall give the Vice President, Human Resources, or if he/she is not available, his/her designee reasonable, which is defined as no less than eight hours, advance notice prior to the anticipated visit. In a situation where the eight hour advance notice is not feasible due to an emergency situation, the District will not reasonably deny access to the District's facilities.

The Union representative must advise the Vice President, Human Resources/Director Manager or designee immediately upon entering the building. The Union representative will not have access to patient areas. The Union representative's visit shall not interfere with the operations of the facilities and may not interfere with or take an employee away from his/her work.

The Union shall give to the Vice President, Human Resources or designee, a written list of the names of the five authorized Union staff representatives, which list shall be kept current by the Union. The District shall only be obligated to deal with duly authorized representatives of the Union.

ARTICLE 22 EMPLOYEE REPRESENTATIVES

Section 1. The Union may appoint bargaining unit employees who are employed by the District to serve as Union Stewards. The District shall be notified in writing of such appointments and the Union shall provide the District with written notice as changes are made in such designations.

Section 2. The functions of the Union Steward shall be to inform employees regarding rights and responsibilities under this Memorandum, to ascertain that the terms and conditions of the Memorandum are observed, and to assist in matters relating to District/Employee relations. Additionally, a Union Steward shall have the right to participate, when requested by a bargaining unit employee, in grievance matters in accordance with the grievance and disciplinary provisions of the Memorandum. Unless otherwise agreed to by the District, no more than one Union Steward may conduct his/her functions or Union related activities at a time, or assist in the processing of a grievance or a meeting arising therefrom.

Section 3. Except attendance at grievance hearings and meetings at which Weingarten rights attach, a Union Steward shall perform his/her functions or Union related activities on his/her own time.

Section 4. A Union Steward shall not direct any employee on how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the District or any other employee.

Section 5. Time spent attending arbitration hearings by Union Stewards, grievants, and witnesses shall be unpaid.

ARTICLE 23 BULLETIN BOARDS

The Union shall be given use of one bulletin board in the Laboratory Department. The posting of Union notices will be limited to the bulletin board to which the Union is given use under this Section. The Union agrees that it will use the designated bulletin board for posting of notices and educational information.

ARTICLE 24 DISCIPLINE

Section 1. DISCIPLINE

Non-introductory employees shall not be discharged or otherwise disciplined except for just cause. Disciplinary steps that the District may, but is not required to take includes, but is not limited to, verbal warnings, written warnings, suspensions without pay, and termination. Employees shall not have the right to grieve verbal warnings. Employees shall only be able to grieve the factual content of written warnings as set forth more fully in Article 26, Section 2.

Section 2. INVESTIGATIONS AND ADMINISTRATIVE LEAVE

If the District determines that a matter requires an investigation, the employee may be placed on paid investigatory leave pending the outcome of the investigation.

Section 3. NOTICE OF DISCIPLINARY ACTION

Notice of a written warning, discharge or suspension, shall be served in person or by registered mail to the employee as soon as possible. The notice shall advise the employee of the nature of the disciplinary action, the effective date of the disciplinary action, and a statement of the cause for the disciplinary action. The employee shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the disciplinary action shall not constitute an admission of the employee's agreement with the substance of the disciplinary action.

Grievances involving discharge shall begin at step 3 of the grievance procedure in Article 26. An employee must submit his/her grievance to the District within five (5) working days of the employee's receipt of the notice of discharge.

Section 4. DISCIPLINARY NOTICES, REBUTTAL, INSPECTION OF PERSONNEL FILES

- A. The District shall maintain one official personnel file for all bargaining unit employees. Employees shall have the right to inspect their personnel files at a mutually agreed upon time (although not while in paid status if during normal work hours). The right to inspect personnel files and records does not apply to records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that: (a) were obtained prior to the employee's employment; (b) were prepared by identifiable examination committee members; or (c) were obtained in connection with a promotional exam. Employees shall also be entitled to, upon request, receive one copy of any document in the employee's personnel file other than those set out in (a)-(c) in this Section.
- B. Employees shall have the right to rebut in writing any disciplinary notice placed in his/her personnel file within ten (10) calendar days after receipt of the disciplinary notice. The employee's rebuttal, other than grievances, shall be attached to the disciplinary notice and placed in the employee's personnel file.
- C. A Union representative or steward may inspect an employee's personal file, subject to the limitations set forth in Section 4(A) above provided that the District is in receipt of written authorization from the employee allowing the inspection.

ARTICLE 25 GRIEVANCE AND ARBITRATION

Section 1. DEFINITION

Grievances subject to arbitration shall be only such grievances that may arise out of specific provisions of this Memorandum, which involve the interpretation, application, or compliance with the specific provisions of this Memorandum or a dispute or disagreement concerning whether or not discipline, including discharge, was for just cause.

Section 2. GRIEVANCE PROCEDURE

STEP 1:

An employee shall submit his/her grievance in writing to his/her immediate supervisor within twenty (20) calendar days from the alleged violation of the Memorandum which gives rise to the grievance or from when the employee should have known of the alleged violation. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall investigate the matter, if necessary; discuss the problem with the employee in an effort to clarify the issue and to cooperatively work toward settlement;

and provide/present – either in person, via e-mail, mail, or fax – the employee with a written response to the grievance.

STEP 2:

If the grievance is not resolved at Step 1, the employee may submit the grievance in writing to his/her Department Manager within ten (10) calendar days after the presentation of the supervisor's reply. It shall be the responsibility of the employee to submit a copy of the grievance to the Union. The Department Manager, if necessary, may investigate the matter. The Department Manager also shall schedule a meeting with the grievant and shall provide a written response to the grievance after holding the meeting with the grievant. The meeting and provision of the written response shall occur within fourteen (14) calendar days after receipt of the grievance.

Whenever the immediate supervisor and Department Manager is one and the same person, this step in the procedure shall be omitted.

STEP 3:

If the grievance is not resolved at Step 2, then within ten (10) calendar days after the presentation of the Department Manager's reply at Step 2, the employee may submit the written grievance to the Administrator. The Administrator, at his/her discretion, may meet with the employee or designate a District representative to meet with the employee to discuss the grievance. The Administrator shall reply in writing to the grievance within ten (10) calendar days of the meeting with the employee or if no meeting occurs his/her receipt of the Step 3 grievance; provided, however, that in the event that the Administrator is away from the District during this period, his/her time to reply shall be extended by an equal number of days that he/she is absent to a maximum of twenty (20) days.

STEP 4:

If the grievance is unresolved at Step 3, then either the Union or the District may, within ten (10) calendar days after the presentation of the Administrator's reply at Step 3, request in writing arbitration and the parties shall attempt to mutually agree to the arbitrator. In the event the parties are unable to agree within fourteen (14) calendar days, either party may request a list of nine (9) names from the California Conciliation and Mediation Service. Each party shall alternately strike one (1) name until an arbitrator is selected. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains. The remaining panel member shall be the arbitrator.

The arbitrator shall conduct a hearing at which he/she will hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on the issue to submit, the arbitrator shall determine the issues.

The District and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provisions or provision of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. Furthermore, the arbitrator shall have no power to hear and/or decide issues relating to the number of employees or classifications needed, at any given time, to staff the Laboratory. With respect to an arbitration involving a written warning, the scope of an arbitrator's review shall be limited to the accuracy of the factual content of a written warning. The arbitrator shall not be empowered to change or alter the level of the written warning, i.e. the arbitrator shall not be able to reduce the written warning to another form of discipline. Any arbitral findings shall not alter the ability of the District, and the District expressly reserves the right, to use and/or rely on prior written warnings in future disciplinary actions against an employee. The arbitrator shall be without power or authority to make any decision that requires the District to do an act prohibited by law.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommended award. The award of the arbitrator shall be final and binding on both parties and on any affected bargaining unit employee.

Either party may elect to have representation by legal counsel for the arbitration hearing.

Section 3. ARBITRATION COSTS

All expenses for the arbitration shall be paid equally by the District and the Union, except that each party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

Section 4. TIMELINESS

All grievances must be presented at the proper steps in accordance with the time limitations herein and unless such grievances are so presented, the right to file such grievances shall be waived. Any grievance not appealed to the next succeeding step within the time limits specified will be considered withdrawn and not eligible for further appeal, i.e. such right to appeal shall be waived. If the District fails to respond within the prescribed time limits of any one step the last District response shall be deemed to be the District position for the next succeeding steps. The parties may agree in writing to mutually extend any timelines set forth in this Article.

Section 5. DISPUTES BETWEEN UNION AND THE DISTRICT

In the event of a dispute between the Union and the District concerning the

interpretation, application or compliance with the specific provisions of this Memorandum, the parties shall attempt to resolve the dispute through discussion. Within twenty (20) calendar days of the day on which the grievance arises or becomes known, the aggrieved party shall reduce the complaint to writing and forward it to the other party by certified mail. Thereafter, the parties shall meet at a mutually agreeable time and place, and attempt to resolve the dispute. If the parties are unable within thirty (30) calendar days, to resolve the dispute, either party shall have the option to refer the matter to arbitration in the manner set forth in Step 4 of Section 2 of this Article.

ARTICLE 26 PHYSICAL EXAMINATIONS

All physical examinations required of employees in connection with their employment shall be given without charge, and all costs incident to those examinations, including laboratory and diagnostic tests, shall be borne by the District. Notwithstanding the foregoing, nothing in this Article shall be construed to obligate the District to pay for any treatment or other costs incidental to the examination, which may be required as a result of any disease or condition disclosed during such physical examinations. The physical examinations shall be provided without loss of pay. Any disclosure to the District regarding the results of the physical examination shall be to certify that the employee is able to perform the essential functions of his/her position or to identify those restrictions that exist regarding the employee's ability to perform the essential functions or his/her position.

ARTICLE 27 POSITION POSTING AND FILLING OF VACANCIES

Section 1. SENIORITY

A. For purposes of this Article, seniority for regular full-time and regular part-time employees is defined as the time period employed within one of this bargaining unit's classification(s) with no break in service as defined in this Memorandum.

B. For purposes of Article 27, Section 2, seniority for per diem employees is defined as the most recent hire date into one of this bargaining unit's classification(s) without the cessation of employment for the employee and/or the employee's failure to return from a leave of absence in accordance with the terms of the leave.

C. For purposes of Article 27, Section 2(A)-(C), open shifts, extra hours/shifts, and unforeseen hours, the District will use rotational seniority – from the most qualified senior employee to the least senior qualified employee – to fill the open shifts, extra hours/shifts, and unforeseen hours consistent with the procedures set forth in Section 2(A)-(C). An example of how the rotational seniority will be accomplished is if there is an open shift, the District will call the most senior qualified employee based upon the criteria set forth in Section 2(A) and if that employee accepts the open shift, then the District will not call anyone further. On the next occasion the District needs to fill an open shift, it will call the next most senior qualified employee first based upon the criteria set forth in Section 2(A) and will proceed using this methodology until all

qualified employees have been offered an open shift in that or subsequent open shift situations before returning to ask the most senior qualified employee to fill an open shift. In the event the District is not able to fill the open shifts, extra hours/shifts, and unforeseen hours consistent with Section 2(A)-(C) and using the rotational seniority, it shall use inverse rotational seniority – from the least senior qualified employee to the most senior qualified employee – in notifying an employee that he/she has been selected to fill the open shifts, extra hours/shifts, and unforeseen hours.

Section 2. ALLOCATION OF ADDITIONAL HOURS OF WORK

Additional hours of work generally occur in the following situations: (a) shifts not filled prior to final posting of the schedule; (b) vacancies in posted schedules caused by the absence of the scheduled employee; and (c) unforeseen needs arising during a shift.

In all circumstances, the method of distributing additional hours shall be carried out in a manner that minimizes overtime.

A. Open Shifts

An open shift is a shift that is unfilled before the final schedule is posted. In order for an employee to be considered for an open shift, the employee must designate, in writing, the days of the week and shifts for which they are available to work and provide the document to the Department Manager.

The District will initially attempt to schedule qualified per diems employees to fill open shifts by, unless required otherwise, giving preference to scheduling such open shifts to qualified per diem employees in seniority order.

In the event the District is unable to fill such open shifts with qualified per diem employees, the District will give preference to scheduling open shifts to qualified employees by classification seniority in the following order:

1. Regular full-time employees who have been canceled due to Low Census Days.
2. Regular part-time employees who have been canceled due to low census days.
3. Regular part-time employees.

The above preference order will not result in bumping employees out of work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

If the shift remains unfilled and overtime will be incurred, the District will give preference to scheduling open shifts to qualified employees by classification seniority in the following order:

1. Regular full-time employees.
2. Regular part-time employees.

B. Extra Hours/Shifts

Extra hours/shifts are hours or shifts that become available after the schedule is posted.

The District shall initially attempt to fill extra hours/shifts with qualified per diem employees by, unless required otherwise, giving preference to scheduling such extra hours/shifts to qualified per diem employees in seniority order.

If the District is unable to fill the extra hours/shifts with qualified per diem employees, the District will give preference to filling extra hours/shifts by calling qualified employees in classification seniority in the following order:

1. Regular full-time employees who have been canceled due to Low Census Days.
2. Regular part-time employees who have been canceled due to low census days.
3. Regular part-time employees.

The above preference order will not result in bumping employees out of work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

If the extra hours/shifts remain unfilled and overtime will be incurred, the District will give preference to scheduling open shifts to qualified employees by classification seniority in the following order:

1. Regular full-time employees.
2. Regular part-time employees.

If the District is unable to reach an employee, such an attempt shall constitute the employee declining the extra hours/shift and the District shall move to the next employee.

C. Unforeseen Hours

Extra hours/shifts of work occasioned by unforeseen needs (e.g. tardy employees, employees calling in sick, spikes in acuity, etc.) during a shift will be filled utilizing the following process.

The District shall initially attempt to fill such extra hours/shifts with qualified per diem employees by, unless required otherwise, giving preference to scheduling such extra hours/shifts to qualified per diem employees in seniority order.

If the District is unable to fill extra hours/shifts with qualified per diems employees, the District will give preference to filling extra hours/shifts by calling qualified employees in classification seniority in the following order:

1. Regular full-time employees who have been canceled due to Low Census Days.
2. Regular part-time employees who have been canceled due to low census days.
3. Regular part-time employees.

The above preference order will not result in bumping employees out of work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

If the extra hours/shifts remain unfilled and overtime will be incurred, the District will give preference to scheduling open shifts to qualified employees by classification seniority in the following order:

1. Regular full-time employees.
2. Regular part-time employees.

If the District is unable to reach an employee, such an attempt shall constitute the employee declining the extra hours/shift and the District shall move to the next employee.

Section 3. POSTING

All newly created positions within the bargaining unit shall be posted for five (5) working days on the District Bulletin Boards used for posting District job vacancies (excluding Saturday and Sunday) and on one bulletin board in each skilled nursing facility.

All existing bargaining unit positions for which the District is recruiting shall be posted for five (5) working days on the District Bulletin Boards used for posting District job vacancies and on the Union bulletin board, unless District operating needs or, where applicable, patient care requires less posting time before the vacancy must be filled. Vacancies created by leaves of absence need not be posted under this provision.

Section 4. FILLING VACANCIES

To be eligible to apply for a vacancy or newly created position in the District, bargaining unit employees must have been employed by the District for at least ninety (90) consecutive days in his/her current position and/or assigned shift and be qualified for the vacant position. The District retains the right to determine the qualifications of applicants.

Vacancies shall be filled, whenever possible, by the most senior regular full-time and/or regular part-time applicant from the District when qualifications between applicants are

equal and the change in position does not adversely affect operational needs or patient care. The District may consider and interview both inside and outside candidates simultaneously. If there are no regular full-time and/or regular part-time applicants, and there are only Per Diem and external applicants, then, if all other things are equal between an internal Per Diem applicant and an external applicant, the District will offer to fill the vacancy with the most qualified internal Per Diem applicant as long as doing so will not adversely affect operational needs or patient care. If there is only a Per Diem applicant for a vacancy, the District may, in its discretion offer to fill the vacancy with the Per Diem applicant as long as doing so will not adversely affect operational needs or patient care, or may repost the position.

ARTICLE 28 EVALUATIONS

Section 1. Upon completion of the employee's introductory period, an employee shall receive a written evaluation. Thereafter, each employee shall receive at least annually a written evaluation of the employee's job performance.

Section 2. The written evaluation shall be presented at an evaluation meeting and the employee shall be notified of the right to add his/her comments in the space provided. Each evaluation shall have a place for the employee's signature and date, but said signature shall indicate only that the employee has received the evaluation and read it.

Section 3. An employee's performance evaluation will not be subject to the grievance/arbitration provisions of this Memorandum.

ARTICLE 29 REDUCTION IN FORCE

Section 1. NOTICE

In the event a reduction in force is necessary, the District will provide written notice to the Union and employees to be laid off of the impending reduction in force thirty (30) calendar days in advance of the effective day of the reduction in force.

Section 2. ORDER OF LAYOFF

Reductions in force will be made among employees by classification based on seniority, with the exception of per diems who shall be laid off as determined by the District, in descending order of seniority within a classification:

- a. Per diem employees
- b. Introductory employees (excluding promotional introductory employees)
- c. Regular employees

Section 3. SENIORITY DEFINED

For purposes of layoff, for regular full-time and regular part-time employees seniority is defined as the time period employed within a classification with no break in service as defined in this Memorandum.

Section 4. BUMPING

An employee may bump the least senior employee from a position in a different bargaining unit classification from which the employee is being laid off, as long as the affected employee worked in that classification within the last three (3) years (which is measured from the effective date of the layoff going back three years). An employee shall be provided three calendar days to decide whether to exercise his/her right to bump. If an employee elects not to bump or fails to make a timely decision with respect to bumping, he/she shall be laid off.

Section 5. RECALL

A. Recall Period

For a period of twelve (12) months from the effective date of the reduction in force, employees who, as a result of the reduction in force, are laid off are entitled to recall to the classification from which they were laid off.

B. Order Of Recall

Laid off employees are subject to recall based on seniority, within classification as follows:

1. Regular employees.
2. Introductory employees (excluding promotional introductory employees).

C. Notice of Recall

The District will provide employees and ESC with written notice that the employee is eligible to be recalled. The notice will inform the employee of the position to which the employee is being recalled and the location of the assignment. An employee on layoff status who is notified of his/her right to be recalled shall respond in writing to the District regarding his/her intent to return within fourteen (14) calendar days from the postmark date of the District's notice. Failure to do so shall remove the employee from the recall list.

D. Removal From Recall List

An employee shall be removed from eligibility for recall based on the following:

1. The employee is offered and declines a position in the same classification from which he/she was laid off;
2. Reemployment with the District;
3. Failure to respond within fourteen (14) calendar days to notice of eligibility for recall to a specific position; and
4. Expiration of one (1) year from the date of the employee being laid off.

E. Employee Address

Laid off employees are responsible for keeping the District informed of their current address.

ARTICLE 30 LABORATORY COATS

The District agrees to provide employees with three laboratory coats to wear while working and to provide laundering services for such coats.

ARTICLE 31 EDUCATION LEAVE

The District agrees to provide non-introductory regular full-time and part-time bargaining unit employees with thirty (30) hours of educational leave per each two year licensing cycle to attend classes/courses necessary for the employee to maintain their license. Education leave for regular part-time bargaining unit employees shall be prorated based upon their full-time equivalent status. Employees are not eligible to receive payout for unused educational leave at the time of their termination or otherwise. An employee shall apply for educational leave at least thirty (30) calendar days prior to the requested date of the leave. At least fifteen (15) calendar days prior to the commencement of the leave, the District shall notify the employee if his/her request has been approved. In all instances, the leave request and the educational program shall be subject to prior approval by the District. The District may, in its discretion, require bargaining unit employees who attend a course, class, or course to provide an in-service (not to exceed two hours) to other bargaining unit employees relating to the subject matter of the conference, class, or course the employee attended.

ARTICLE 32 SUCCESSOR/CONTRACTING OUT

In the event that the District sells or agrees to merge the District with another entity and/or agrees to contract out work performed by the bargaining unit, the District agrees to notify the Union of such action. Such notification shall be made as soon as practicable after a contract has been entered into between the District and the third party for such disposition.

ARTICLE 33 NO STRIKE OR LOCKOUT

The parties agree that during the life of this Memorandum there will be no strikes, lockouts, slowdowns or work stoppages of any kind for any reason. There shall be no

sympathy strikes, slowdowns or work stoppages of any kind or for any reason directly or indirectly connected with any strike, slowdown, work stoppage or grievance of any other group, organization, individual or individuals.

ARTICLE 34 SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject or of the Memorandum of Understanding, and the parties hereto agree that in the event that any provisions of the Memorandum are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Memorandum shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of the Memorandum of Understanding.

ARTICLE 35 FULL AGREEMENT

This Agreement represents the complete Memorandum of Understanding and full and final agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Memorandum. Any matters or subjects not covered by this Memorandum have, through the parties' proposals and counterproposals, been satisfactorily adjusted, compromised, or waived by the parties for the life of this Memorandum. It is, accordingly, agreed that during the term of this Memorandum neither party shall be bound to negotiate any addition, change, or modification of this Memorandum, except as required by law and, that in the event such action is determined by the District to be required to bring the Memorandum into compliance with law, the District reserves the right to take such action by management direction.

ARTICLE 36 TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective January 1, 2016, after the approval by the District's Governing Board and the ratification by the Union membership, and shall remain in effect until December 31, 2019.

**ENGINEERS and SCIENTISTS of
CALIFORNIA, Local 20, IFPTE**

**SAN BENITO HEALTH CARE
DISTRICT**

ESC

San Benito Health Care District

ESC

San Benito Health Care District

ESC

ESC

APPENDIX A

SAN BENITO HEALTH CARE DISTRICT Salary Step Schedule

Effective: 1/9/17 (Increase 3.50%)

Per Diems: 17% rate increase in lieu of benefits

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 YR Step 7	15 YR Step 8	20 YR Step 9
MLT									
	\$36.92	\$37.84	\$38.79	\$39.75	\$40.54	\$41.76	\$43.85	\$46.10	\$48.41
OC	\$43.20	\$44.27	\$45.38	\$46.51	\$47.43	\$48.86	\$51.30	\$53.94	\$56.64
Clinical Lab Scientist									
	\$50.17	\$51.46	\$52.74	\$54.09	\$55.44	\$56.82	\$59.67	\$62.74	\$65.89
OC	\$58.70	\$60.21	\$61.71	\$63.29	\$64.86	\$66.48	\$69.81	\$73.41	\$77.09
Lead Clinical Lab Scientist									
	\$52.67	\$54.03	\$55.39	\$56.79	\$58.22	\$59.67	\$62.65	\$65.89	\$69.18
OC	\$61.62	\$63.22	\$64.81	\$66.44	\$68.12	\$69.81	\$73.30	\$77.09	\$80.94

**SAN BENITO HEALTH CARE DISTRICT
Salary Step Schedule**

Effective: 9/5/16 (Increase 0.05%)

Per Diems: 17% rate increase in lieu of benefits

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 YR Step 7	15 YR Step 8	20 YR Step 9
MLT									
	\$35.67	\$36.56	\$37.48	\$38.41	\$39.17	\$40.35	\$42.37	\$44.54	\$46.77
OC	\$41.73	\$42.78	\$43.85	\$44.94	\$45.83	\$47.21	\$49.57	\$52.11	\$54.72
Clinical Lab Scientist									
	\$48.47	\$49.72	\$50.96	\$52.26	\$53.57	\$54.90	\$57.65	\$60.62	\$63.66
OC	\$56.71	\$58.17	\$59.62	\$61.14	\$62.68	\$64.23	\$67.45	\$70.93	\$74.48
Lead Clinical Lab Scientist									
	\$50.89	\$52.20	\$53.52	\$54.87	\$56.25	\$57.65	\$60.53	\$63.66	\$66.84
OC	\$59.54	\$61.07	\$62.62	\$64.20	\$65.81	\$67.45	\$70.82	\$74.48	\$78.20

**SAN BENITO HEALTH CARE DISTRICT
Salary Step Schedule**

Effective: 1/1/16 (Increase based on MOU)

Per Diems: 17% rate increase in lieu of benefits

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 YR Step 7	15 YR Step 8	20 YR Step 9
MLT									
	\$35.49	\$36.38	\$37.29	\$38.22	\$39.17	\$40.15	\$42.16	\$44.32	\$46.54
OC	\$41.52	\$42.56	\$43.63	\$44.72	\$45.83	\$46.98	\$49.33	\$51.85	\$54.45
Clinical Lab Scientist									
	\$48.23	\$49.47	\$50.71	\$52.00	\$53.30	\$54.63	\$57.36	\$60.32	\$63.34
OC	\$56.43	\$57.88	\$59.33	\$60.84	\$62.36	\$63.92	\$67.11	\$70.57	\$74.11
Lead Clinical Lab Scientist									
	\$50.64	\$51.94	\$53.25	\$54.60	\$55.97	\$57.36	\$60.23	\$63.34	\$66.51
OC	\$59.25	\$60.77	\$62.30	\$63.88	\$65.48	\$67.11	\$70.47	\$74.11	\$77.82

SAN BENITO HEALTH CARE DISTRICT
Salary Step Schedule

Effective: 1/8/2018 (Increase 3.50%)

Per Diems: 17% rate increase in lieu of benefits

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 YR Step 7	15 YR Step 8	20 YR Step 9
MLT									
	\$38.21	\$39.16	\$40.15	\$41.14	\$41.96	\$43.22	\$45.38	\$47.71	\$50.10
OC	\$44.71	\$45.82	\$46.98	\$48.13	\$49.09	\$50.57	\$53.09	\$55.82	\$58.62
Clinical Lab Scientist									
	\$51.93	\$53.26	\$54.59	\$55.98	\$57.38	\$58.81	\$61.76	\$64.94	\$68.20
OC	\$60.76	\$62.31	\$63.87	\$65.50	\$67.13	\$68.81	\$72.26	\$75.98	\$79.79
Lead Clinical Lab Scientist									
	\$64.51	\$65.92	\$67.33	\$68.78	\$69.26	\$61.76	\$64.84	\$68.20	\$71.60
OC	\$63.78	\$65.43	\$67.08	\$68.77	\$70.50	\$72.26	\$75.86	\$79.79	\$83.77

APPENDIX B

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

LETTER OF UNDERSTANDING

12-HOUR SHIFTS

The District may discontinue 12-hour shift schedules at any time upon sixty (60) days advance notice to the bargaining unit employees and ESC.

The terms of the current Memorandum of Understanding between ESC and the San Benito Health Care District will apply to employees working 12-hour shifts except insofar as such terms may be inconsistent with the terms of this Letter of Understanding, in which case the Letter of Understanding shall prevail.

PAY

Employees working in a 12-hour shift position will be paid their base hourly rate. Hours worked in excess of 12 hours in a shift (excluding the meal period) will be paid at the rate of twice the employee's base hourly rate. Employees who work more than forty (40) hours in a 7-day workweek will be paid time and one-half their base hourly rate for each hour worked above forty in the workweek. For purposes of simplification the terms 12-hour and 8-hour will be used throughout the Letter of Understanding.

REST BETWEEN SHIFTS

Each regular full- and part-time employee shall have an unbroken rest period of at least ten (10) hours between shifts.

For purposes of 12-hour employees, a shift is defined as an employee working his/her regular schedule of twelve (12) hours.

If an employee does not have ten (10) hours rest between shifts worked, the employee will be paid at the rate of time and one half (1 1/2) for all hours worked until ten (10) hours have elapsed from the completion of the employee's preceding shift worked. The time in which an employee is receiving the 1 1/2 times pay shall count as rest time for purposes of this Section.

BENEFITS

Full-time employees working three (3) 12-hour shifts in a 7-day work week will accrue benefits, such as vacation, pensions, holidays, sick time, health insurance, education leave, etc. on the same basis as full-time employees working a normal 40 hour work week. At no time will benefit accruals earned by employees in 12-hour shift positions exceed that earned by other full-time employees. Part-time employees working 12-hour shifts will accrue benefits on the basis of hours worked, although such employees will be paid benefits on the basis of the base hourly rate. Employees working three (3) 12-hour shifts in a two week period will be defined as half-time employees (0.5 FTE).

All employees working on a National holiday recognized in the Memorandum of Understanding will receive one and one-half times their base hourly rate for each hour worked on the holiday. Hours worked in excess of 12 hours on a National holiday will be paid for at double the employee's base hourly rate. Holiday pay is defined in the Memorandum of Understanding.

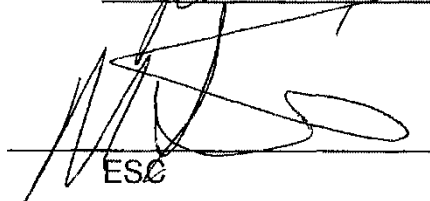
Paid leave days such as bereavement leave, jury duty leave and sick leave may be taken only when the basis for such leave falls on an employee's scheduled work day.

Bereavement and jury duty are available to employees in 12-hour shift positions on the same basis as employees in 8-hour shift positions. Employees in 12-hour shift positions may take up to 24 hours of paid bereavement leave in the event of the death of an immediate family member as defined in the Memorandum of Understanding between the parties.

Employees in 12-hour shift positions who are required to report for jury duty will receive their regular compensation for up to two weeks of service less jury duty pay. Proof of jury service must be provided to the District in order to be paid in accordance with this provision (for scheduling see Memorandum of Understanding).

Employees in 12-hour shift positions will earn 8 hours of sick leave for each such month of continuous full-time employment (as defined above). Employees who are unable to report for work due to illness may utilize 12 hours of sick leave for each such day of illness provided sufficient hours of accumulated, but unused sick leave are available.

Dated: June 18 2013



ESC



San Benito Health Care District