

MEMORANDUM OF UNDERSTANDING

Between

TAHOE FOREST HOSPITAL DISTRICT
EMPLOYEES' ASSOCIATION of PROFESSIONALS

And The

TAHOE FOREST HOSPITAL DISTRICT
July 1, 2016 to June 30, 2019

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ARTICLE 1. Preamble

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

ARTICLE 2. Recognition

- 2.1. The District recognizes the E.A.P. as the exclusive representative for employees covered by this Memorandum of Understanding whose job titles are listed in Appendix A for the purpose of meeting and conferring with respect to rates of pay, hours and working conditions.

ARTICLE 3. Management Rights

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

ARTICLE 4. Employee Rights

- 4.1. The right of employees to form, join, and participate in the activities of Employee Associations or employee Organizations of their own choosing for the purpose of representation on all matters of employment relations. (Cal. Govt. Code §3502)
- 4.2. The right of employees to refuse to join or participate in the activities of Employee Associations or Employee Organizations.
- 4.3. The right of employees to be free from interference, intimidation, restraint, coercion or discrimination by an Employee Association or Organization and/or by the District because of the employee's exercise of his/her rights under Section §3502 of the California Government Code. (Cal. Govt...Code §3506)
- 4.4. The Employee Association of Professionals has the right, upon its request and prior to adoption by the District, to meet with the District to discuss proposed changes to matters within the scope of representation set forth in California Government Code Section §3504, except in emergencies. (Cal. Govt. Code §3506)
- 4.5. Organizational Security: It shall be a condition of continued employment that on or after the thirtieth (30th) day following the beginning of employment or the effective date of the Agreement to begin organizational security, whichever is later, each employee covered by this Agreement shall either:
 - 4.6. Be a member of the Association, or
Pay to the Association a fair share agency fee equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Association; or
Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
Pay a sum equal to the agency fee described in a.2 to a non-religious, non-labor charitable fund chosen by the employee. The employee shall furnish written proof to the Hospital and the Association that this contribution has been made.
- 4.7. Dues Deductions: The Association shall have sole and exclusive right to have membership dues or agency fees deducted, by the Hospital, from bargaining unit members. The Hospital, upon appropriate written authorization from any bargaining unit member shall deduct from each paycheck, from the wages, due and payable to those employees who authorize the Hospital in writing to do so, half of the regular monthly dues or agency fee. All monies so deducted by the Hospital shall be forwarded to the Association by the Hospital as promptly as may be consistent with the Hospital's accounting procedures but in no event later than fifteen (15) days from when these monies were deducted.

- 4.8. The written authorization for Association dues deductions shall remain in full force and effect during the life of the Agreement between the Hospital and the Association unless canceled in writing by the employee and provided to the Association.

ARTICLE 5. Definitions

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

Date of hire: Date of hire is defined as the date on which an employee is officially the first paid and worked day at the District.

Continuous service: Continuous service is defined as the employee's continuous employment by the District less any unpaid absences from work in excess of thirty (30) calendar days.

Department member: An employee who has been hired into a posted position as documented on a Personnel Action Form, participates in department meetings and trainings and maintains documented competencies in the department and has completed initial probationary period.

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

Additional shift: a shift added to an employees work schedule after schedule has been posted.

Base pay: Pay received for a given work period, such as an hour or week, not including additional compensation such as shift differential, per diem differential, overtime, bonus or other payments.

Charge Nurse/Team Leader: in addition to providing patient care, collaborates with all members of the interdisciplinary team to ensure patient needs are met during a shift when three or more nurses are working.

Weekend: Where an employee is required to work a certain number of weekend shifts, "weekend" shall include shifts scheduled to begin between 7:00 pm Friday and 6:59 pm on Sunday. Start times shall be based on scheduled, as opposed to actual, start times. Employees who clock in or begin working prior to a scheduled shift start time shall not be considered to be working a weekend shift unless the shift would be considered "weekend" according to its scheduled start time. This article shall not affect the definition of "weekend" for shift differential purposes.

Job classification: In the event of layoffs employees in like job classification (such as RN, CLS, DI Tech) will be considered by classification, not job title.

Job title: A specific name given to a particular job which is used to distinguish that job from other jobs within the organization.

Qualified Employee: An employee who meets the minimum qualifications of a job description.

ARTICLE 6. Employee Status

- 6.1. All District employees shall be classified as one of the following listed below. If an employee's hours are reduced as a result of cancel days because of low patient census, the employee's status will not be affected.
- 6.2. Full Time: A person who is scheduled for 12 hour shifts and works seventy-two (72) hours in a two (2) week pay period.
 - 6.2.1. A person who is scheduled for 8 or 10 hour shifts and works 80 hours in a two week pay period.
 - 6.2.2. A night shifts employee who is regularly scheduled for 10 hour shifts and works at least 70 hours in a two week pay period.
- 6.3. Regular Part Time: A person who is scheduled for, and regularly works, at least forty eight (48) and up to seventy one (71) hours in a two (2) week pay period. It is the expectation that regular part time employees will flex up to full time based on department needs.
- 6.4. The District will make every effort to increase work hours for regular part time employees hired prior to December 1, 2013 to meet the 48-hour requirement. If the District is unable to increase work hours to 48 in a payperiod, regular part time employees hired prior to December 1, 2013 regularly scheduled for 40 hours a payperiod will be considered as regular part time.
- 6.5. Short Hour: Regularly assigned to work a predetermined work schedule of less than 20 hours per week or less than forty (40) hours per pay period.
- 6.6. Per Diem: A person who is scheduled to work based on the needs of the District and who must be available five (5) shifts per four (4) week schedule. Two (2) shifts must be weekends and two (2) must be night shifts.
 - 6.6.1. Per Diem employees must be available to be scheduled on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and July 4th. Every Per Diem employee is required to work at least one of these holidays on a rotational basis.
- 6.7. Casual Part Time: Employee works on an intermittent and as needed basis.
- 6.8. Temporary: A person who is hired to fill a temporary need for additional staff for a period of time up to one year.

- 6.9. Seasonal: A person who is hired to work during a defined period of time to supplement department staff during high census periods. Defined period of time may not exceed 180 days.
- 6.10. The District may enter into an agreement with employees to job share.

ARTICLE 7. Wages

- 7.1. Wages have been set according to classification pursuant to policies fixed by and between the District and the E.A.P. No changes in this MOU provision can be made without the consent of both parties in writing.
- 7.2. The wage scales set forth are intended to constitute minimum scales only, and nothing in this Memorandum of Understanding shall preclude the District from paying in excess of such minimum rates subject to the meet and consult process. Wage scales for employees participating in training programs may be set at a lower wage by mutual agreement of the District and the E.A.P.
- 7.3. Effective with the pay period containing July 1, 2016 full time, part time, short hour employees in job titles identified in Appendix A will receive the greater of a two and one-half (2.5%) increase to base pay or the market adjustment to the position; however, employees will not be increased beyond the maximum of the salary range.
- 7.4. Effective with the pay period containing July 1, 2017 and 2018 full time, part time, short hour employees in job titles identified in Appendix A will receive the greater of a two (2%) increase to base pay or the market adjustment to the position; however, employees will not be increased beyond the maximum of the salary range.
- 7.5. Those who reach the maximum will receive a lump sum adjustment for the total value of the increase that applies to the job position. Any employee who is over the top of the new range will be red-circled (remain at the current rate until the range maximum catches up to that amount) but will still receive a lump sum equivalent to the amount indicated in article 7.3 and 7.4 respectively, or the market adjustment for that position.
- 7.6. Range chart is structured at thirty (30) % span with two and a half (2.5) % between ranges.
- 7.7. The Association and the District will meet annually in April to review pay data compared to Areas 1, 2, 5 & 7 of the California Hospital Association salary survey data for pay ranges. Jobs that require adjustments in order for District to provide competitive wage for recruitment and retention will be identified. If a particular job market appears to move 2% (4.5%,7%,9.5%), that job will move to next range(s). This review will be completed for any range changes in order to be effective the first pay period of July of each contract year.
- 7.8. Job titles which are in dispute as to whether they are included or excluded from the bargaining unit shall be processed as set forth in the Employer-Employee Relations Resolution.

- 7.9. Certification recognition: Full Time and Regular Part Time employees who obtain certification in a specialty area or a degree from an accredited college related to work while employed by the District will receive a one-time bonus of \$500 as recognition of their continuing education effort. Certifications funded by the District except for use of Educational Reimbursement funds available under Article 18 of this agreement, are excluded from the bonus system.
- 7.10. A manager may set an employee's pay above the minimum of the range based on the following guidelines:

Years of Experience	Minimum Starting Pay Rate
0-2 years	0-5%
3-5 years	5-10%
5+ years	10-14%

- 7.11. In certain circumstances, including hard to fill positions or applicants with considerable experience, an employee may be hired over the midpoint in the salary range. Human Resources will review all salaries of other staff in the same title in the same department to determine if other salary adjustments are necessary.

- 7.12. Employees designated to work in one of the following roles will receive additional compensation as follows:

Charge Nurse/Team Leader:

Receives a 5% increase for designation during a scheduled shift. Only applicable when three or more nurses are working for designated shift. In addition to providing patient care, collaborates with all members of the interdisciplinary team to ensure patients' needs are met during a shift based on job description

Lead Roles:

Move up 2 ranges and receive a 5% increase

Responsibilities:

- Day to day operations
- In-service department employees
- Update policies and procedures
- Ordering

Coordinator Roles:

Move up 4 ranges and receive a 10% increase

Responsibilities in addition to Lead role:

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

- 7.13. Per Diem rates are set at current base pay plus ten percent (10%). During the first year of the contract Per diem employee's hired prior to January 1, 2014, will be paid base pay plus 10% or will remain at July 1, 2013 per diem rate whichever is greater (see appendix B). Once moving off of grandfathered scale employees will remain at 10% above base pay. As ranges change grandfathered employees pay will be reviewed and moved to base pay plus 10% as appropriate.

ARTICLE 8. Minimum Shift Pay

- 8.1. Employees may report to work to find that their services are not required
- 8.2. An employee who reports for his/her regularly scheduled work shift, but whose services are not required, will receive a minimum of two (2) hours pay at their base hourly rate of pay for reporting to work.
- 8.3. An employee who is notified not to report to work a minimum of two (2) hours prior to their scheduled shift, but who still reports to work will not be eligible for the minimum pay guarantee noted above.
- 8.4. An employee who is unavailable for such notification prior to the beginning of their shift will not be eligible for minimum shift pay.
- 8.5. An employee who is canceled less than the minimum of two hours prior to the start of a shift will be given the option to accept the full cancel day without pay, or work for two (2) hours.
- 8.6. Employees who come in on a scheduled day off to participate in ambulance transfers will receive minimum shift pay of four (4) hours at straight time.
- 8.7. Employees scheduled to participate in Radiology Diagnostic procedures will receive minimum shift pay of two (2) hours at straight time.
- 8.8. Employees scheduled to attend department meetings, in-services or committee meetings will be paid a minimum of two hours at their base hourly rate.

ARTICLE 9. Standby

- 9.1. Standby is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within 1/2 hour, road and traffic conditions permitting; be reachable by telephone or page system; and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is assigned by the department to be on standby shall be eligible for standby pay.
- 9.2. Employees on standby or cancelled standby, with the exceptions of those job titles identified below shall receive one-third (1/3) of his/her base hourly rate of pay for each hour or fraction of an hour on standby except for Holiday standby.
- 9.3. Standby or cancelled standby on designated holiday shifts shall be paid at the rate of one-half (1/2) of the employee's base hourly rate. If a change in the workload has

occurred and at the manager's discretion additional staffing is required, the employee on standby should be the first person called back to work.

- 9.4. Orthopedic and Surgical Physician Assistants/Nurse Practitioners, Pharmacists and Home Health / Hospice nurses will receive \$100 per standby shift. Standby shifts on recognized holidays will be paid at \$150 per shift.

Effective July 1, 2017:

Pharmacists will receive \$20 per hour for each hour of standby. When scheduled for standby on a recognized holiday Pharmacists will receive \$30 for each hour of standby.

Home Health/Hospice nurses will receive \$10 per hour for each hour of standby. When scheduled for standby on a recognized holiday Home Health/Hospice nurses will receive \$15 for each hour of standby.

- 9.5. Standby will usually occur in the following sequence:

Any employee who volunteers for standby, Full Time and Regular Part Time employees subject to manager's approval

Temporary or Seasonal

Casual Part Time

Per Diem

Short Hour

Regular Part Time, Full Time employees and Contract Agency on a rotational basis as appropriate.

- 9.6. Notification of change to standby will follow the same two-hour requirements as cancellations.
- 9.7. Hours worked after work status is changed will be paid at the appropriate callback rate.
- 9.8. Availability will begin at the start of the shift within expected callback response times.
- 9.9. Perioperative Services and PAAS employees will be paid to work on-call only positions on a seasonal basis. The on call only positions shall be assigned to any volunteers and/or equally rotated among surgery full time and regular part time staff.

ARTICLE 10. Cancel Standby

- 10.1. Cancelled Standby time shall be defined as hours assigned by the department instead of the regularly scheduled hours due to low census or other such reasons.
- 10.2. It is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within ½ hours, road and traffic conditions permitting; be reachable by telephone, cell phone or pager; and refrain from activities which might

impair his/her ability to perform assigned duties. An employee who is assigned by the department to be on cancelled stand by shall be eligible for standby pay

- 10.3. Management staff shall notify an employee if they are to be placed on cancel standby two (2) hours prior to the beginning of their shift.

ARTICLE 11. Callback

- 11.1. Callback is defined as pay earned by an employee who is called in to work from standby status.
- 11.2. An employee who is called into work shall receive a minimum guarantee of two (2) hours at time-and-one-half for an initial callback.
- 11.3. An employee who is called into work on a designated holiday shift shall receive a minimum guarantee of two (2) hours pay at double time for an initial callback.
- 11.4. Subsequent callbacks within the two hour callback period will not receive additional compensation.
- 11.5. Callbacks occurring after the two hour period has passed will be considered a separate callback and will be compensation as a separate callback beginning a new two hour callback period.
- 11.6. Travel time to and from the workplace shall not be considered as hours worked for purposes of computing callback pay. When an employee is called into work, standby pay will be reduced by the number of callback hours paid.

ARTICLE 12. Cancellation

- 12.1. Cancellation is defined as an employee's temporary reduction of scheduled hours as a result of reduced staffing requirements on a daily basis subject to manager's approval.
- 12.2. Cancellations will occur in the following sequence:
1. Employee working an overtime shift
 2. Volunteers working an additional shift
 3. Volunteers willing to use PL on a rotational basis (Volunteers using PL for a cancelled shift will not have that shift considered a cancelled shift)
 4. Volunteers on a rotational basis
 5. Employee working an additional shift
 6. Temporary/Seasonal/Casual
 7. Per Diem
 8. Short Hour
 9. Regular part time, full time and contracted agency on a rotational basis
- 12.3. An employee, who would otherwise be cancelled, may be floated at the department head/ supervisor's discretion.

- 12.4. Management shall notify an employee if he/she is to be cancelled two (2) hours prior to the beginning of his/her shifts. If an employee is cancelled within 2 hours of the beginning of the shift, he/she will be given the option to accept the full cancelled day without pay, or to work for 2 hours.
- 12.5. A cancelled employee may elect to be paid for Personal Leave up to the number of hours cancelled with a minimum Personal Leave payment of one hour.
- 12.6. An employee who has been cancelled need not be available by phone after the notification of cancellation.

ARTICLE 13. Pay for Working Scheduled Day Off

- 13.1. After a department schedule is posted, a manager/supervisor may ask a Full Time employee to work on a scheduled day off. Full-Time employees scheduled to work an additional shift on a scheduled day off will be paid at time and one half of the employee's base hourly rate. If the employee voluntarily elects to take paid time off during the same work week, requests another day off in exchange, calls in sick or volunteers for first cancel, the shift will be paid at straight time.

ARTICLE 14. Personal Paid Leave

- 14.1. Full Time, Regular Part Time employees are eligible to accrue Personal Paid Leave hours.
- 14.2. Accrual of Personal Paid Leave begins immediately upon employment and is based upon hours paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to cancel standby hours will accrue Personal Paid Leave.
- 14.3. Personal Paid Leave is paid time off to be used for an employee's needs including, holidays, vacations and short-term illnesses. An employee must use Personal Paid Leave hours when he or she works less than their work status unless the time off is the result of cancellations.
- 14.4. Personal Paid Leave Accrual Schedule:
- 14.5. Full time employees will accrue Personal Leave based on status. That is full time employees working 12 hour shifts will accrue PL based on 72 hours a pay period, full time employees working 8 or 10 hour shifts will accrue PL based on 80 hours a pay period.
- 14.6. Full time Laboratory employees working nights will accrue PL based on 70 hours a pay period.
- 14.7. Employees Hired Prior to 10/31/86 accrue personal paid leave at the rate of 39 days per year or the rate of 0.15 hours per hour.
- 14.8. Employees Hired After 11/01/86:

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

- 14.9. No Full Time employee shall be allowed to accrue in excess of 240 hours of Personal Paid Leave. No Regular Part-Time employee shall be allowed to accrue in excess of 190 hours.
- 14.10. Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.
- 14.11. Additional Personal Paid Leave hours will be granted to night shift employees (shifts beginning on or after 7:00 p.m. and before 5:00 a.m.) at the rate of eight hours of additional Personal Leave for every one hundred and seventy three (173) hours of straight time paid. This bonus will be granted quarterly and the Personal Leave hours will be credited to the employee's account on the first of the month following the end of a quarter. The maximum number of additional Personal Leave hours accrued will be Ninety six (96) hours annually.

ARTICLE 15. Long Term Sick Leave

- 15.1. Full-Time and Regular Part-Time employees accrue Long Term Sick Leave in addition to Personal Leave. Short Hour, Temporary and Per Diem employees are not eligible for Long Term Sick Leave.
- 15.2. Full-Time and Regular Part-Time employees will accrue Long Term Sick Leave at a rate of .027hours for each hour paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to cancel standby hours will accrue Long Term Sick.
- 15.3. Following five consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 50% of hours accrued, not to exceed \$7,500.00 for employees who have twenty years of service. After twenty consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75%of hours accrued, not to exceed \$12,500.00. After twenty-five consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75% of hours accrued, not to exceed \$15,000.00. After thirty consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75% of hours accrued, not to exceed \$17,500.00.
- 15.4. On calendar days one through four of any illness, an employee will utilize his/her Personal Leave account. Long Term Sick usage begins:

On the fifth calendar day of an illness,
Immediately upon hospitalization if sooner, or
If the employee is eligible for and receives Worker's Compensation.

- 15.5. Paid time off for illness will be taken from the Long Term Sick Leave account if the employee qualifies for State Disability insurance or Workers' Compensation payments. If an employee does not qualify for either program; paid time off for illness will be taken from the employee's Personal Leave Account. When the employee qualifies for State Disability insurance or Workers' Compensation payments, the paid time off for illness will be integrated to provide for 100% of base pay up to the maximum amount available under each program.
- 15.6. A department manager may request that an employee provide a physician's statement verifying illness or to verify ability to return to work.
- 15.7. Employees returning directly from sick leave shall be allowed to return to the position which they formerly occupied. If such position is subject to reduction in force at the time an employee seeks to return directly from sick leave status, the returning employee may exercise his/her seniority with respect to such position. Employees who are unable to return to work when their sick leave reserve and personal leave hours are exhausted may request a leave of absence.
- 15.8. Employees on sick leave shall not have their anniversary date affected.

ARTICLE 16. Paid Sick Leave

- 16.1. Paid Sick Leave is a paid benefit to allow California based employees in non-benefitted job classifications (per diem, short hour, casual hour, and temporary, seasonal) to accrue paid time off to be used for the employee's illness or to care for a family member. Eligible mandatory leave programs will run concurrently such as Paid Sick Leave, Kin Care, FMLA/CFRA, among others. Paid Sick leave should not to be confused with Personal Leave (PL) or Long Term Sick Leave (LTS).
- 16.2. This benefit only pertains to employees who are not eligible for PL/LTS accrual. Full time and Regular Part Time employees are benefitted employees and are covered under their PL benefit.
- 16.3. Paid Sick Leave is used for:
 - 16.3.1.1.1. Employee illness
 - 16.3.1.1.2. Care of family members-family members are defined as parents, parents-in-law, child, spouse, registered domestic partner, grandparent, grandchild and sibling.
- 16.4. Employee eligibility to use Paid Sick Leave begins on their 90th day of employment.
- 16.5. Employees accrue one (1) hour of paid sick leave for every 30 hours worked, with annual maximum accruals as follows:

Employees working 8 hour shifts accrue a maximum of 24 hours of sick leave.
Employees working 10 hour shifts accrue a maximum of 30 hours of sick leave
Employees working 12 hour shifts accrue a maximum of 36 hours of sick leave
Employees working 6 hour days are allowed more than 3 days sick until they have used the maximum accrual of 24 hours.
Benefits may roll over each year but will not exceed a maximum of 48 hours.
Accrual rate is .0334 per hour worked.

- 16.6. Minimum one (1) hour of Sick Leave may be used for partial sick days.
- 16.7. If the leave is foreseeable, employees are required to give reasonable advance notice, if unforeseeable, employee must give notice as soon as possible.

ARTICLE 17. Health Dental Vision and Life Insurance

- 17.1. All Full Time and Regular Part-Time employees are eligible to participate in the District's group health insurance program.
- 17.2. Coverage for the new employee and eligible dependents shall become available the first of the month following completion of the initial sixty (60) calendar day employment period.
- 17.3. Health Plan Design and Premiums: The plan design is described in Appendix C. This plan will remain in effect from January 1, 2016 subject to provisions in 16.4.
- 17.4. Premiums for participation in health, dental and vision plans are outlined in Appendix D. Subsequently, the District will look at the annual actuarial study projecting claims costs. If the plan costs are projected to exceed 10%, the plan design and premium costs may be changed through the meet and confer process. If the costs are projected to be 10% or less, then premiums will be set based on the projected annual increase. The percentage increase will be split equally between the District and the employees; the employee premium cannot increase more than 10% per year. (E.G. if the costs are projected to increase 8%, the employee premium will increase by 4%. The District is accepting the majority of the increase as 4% of the District's share of costs is considerably higher than the premium share.)
- 17.5. Premiums will be reduced for employees who elect to participate in an annual health screening. Reduced premiums are outlined in Appendix D
- 17.6. An employee who is on Leave of Absence for a personal emergency or bereavement not covered by Family Care Leave or Layoff status which exceeds thirty (30) calendar days must assume the entire premium cost during the second month and all succeeding months of the Leave of Absence or Layoff. All others on a Leave of Absence will be eligible for health insurance benefits under COBRA beginning on the first day of the leave.
- 17.7. An employee who does not elect COBRA benefits and allows insurance coverage to expire shall be considered a new employee with respect to health insurance waiting restrictions, as described above, upon return from his/her leave of absence or layoff.

- 17.8. The District agrees to maintain health insurance benefits for full-time and regular part – time employees for the life of this Memorandum of Understanding (excluding health plan as addressed above).
- 17.9. It is agreed that the District may change insurance carriers so long as the level of benefits is not decreased.
- 17.10. Employees not covered by the District’s insurance may seek assistance from financial counselors in the District’s finance office for services from the District.
- 17.11. The District will provide a dental program for all employees eligible to participate in the group health insurance program.
- 17.12. The District will provide a vision plan for all employees eligible to participate in the group health insurance program.
- 17.13. The District will provide a \$25,000 life insurance policy for all employees eligible to participate in the group health insurance program.

ARTICLE 18. Educational Reimbursement

18.1. Full Time, Regular Part Time and Per Diem and Short Hour employees who have completed six months of continuous service will be eligible to receive reimbursement for college accredited courses, seminars, conferences, workshops and other educational meetings that are related to current job competencies and/or support professional practice and excellence.

18.1.1. Paid Educational Leave Allowance Per Year

Full Time employee:	24 hours per fiscal year
Regular Part Time:	16 hours per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	8 hours per fiscal year

18.1.2. Expense Reimbursement

Full Time employee:	\$450.00 per fiscal year
Regular Part Time:	\$325.00 per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	\$250.00 per fiscal year

18.2. Surgical Nurse Practitioners/Physician Assistants receive:

18.2.1. Paid Educational Leave Allowance Per Year

Full Time employee:	24 hours per fiscal year
Regular Part Time:	16 hours per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	8 hours per fiscal year

18.2.2. Expense Reimbursement

Full Time employee:	\$1500.00 per fiscal year
Regular Part Time:	\$1125.00 per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	\$830.00 per fiscal year

- 18.3. Payment for college courses will be received upon successful completion of the course and will be based on the employee's status at the time of completion.
- 18.4. Prior approval by the employee's department head and Human Resources is required to be eligible for reimbursement. Reimbursement amount may be applied towards the cost of registration, books, related material and related expenses in accordance with IRS guidelines.
- 18.5. The employee that is required to maintain licensure shall assume responsibility for the cost of re-licensure.
- 18.6. Fiscal year is July 1 through June 30.
- 18.7. If pay is to be received, an employee attending an approved educational meeting should indicate "MOU Educational Leave" on his/her variance log.
- 18.8. Reimbursement for approval of educational paid days and expense reimbursement are to be submitted at least two weeks in advance on the approved form. Registration only will be paid in advance. Requests for advance payment are to be submitted at least one month in advance on the approved form to the employee's department manager.
- 18.9. Benefits will not be accrued on "MOU Educational Leave" pay. Overtime will not be paid.
- 18.10. Unused hours and expense reimbursement will be carried over at the end of the fiscal year. At no time will employees be allowed to accrue more than two times the annual allotted hours or expenses.
- 18.11. To receive the reimbursement check, proof of attendance must be submitted to the employee's department manager for approval. All expenses must be documented on an Expense Report Form and receipts provided.

ARTICLE 19. Premium Holiday Pay

- 19.1. Employees shall be paid time-and-one-half of their base hourly rate for all hours worked on the following days:
- New Year's Day
 - President's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
- 19.2. Premium pay is received for hours worked during the actual 24 hours of the holiday.

ARTICLE 20. Hours of Work

- 20.1. The District's standard work period shall be eighty (80) hours in any two-week period.
- 20.2. Employees assigned to work 8 hour shifts, will receive overtime pay at a rate of one and one-half (1 1/2) times the employee's pay for all time worked in excess of eight (8) hours in any one (1) day or eighty (80) hours in any two (2) week pay period.
- 20.3. Employees assigned to work 10 hour shifts will be paid overtime for hours worked in excess of ten (10) hours per work day or forty (40) hours in any workweek.
- 20.4. Employees assigned to work twelve (12) hour shifts will be paid overtime at a rate of one-and-one-half (1 1/2) times the employee's pay for hours worked in excess of twelve (12) in one day or forty (40) hours in a seven day work week.
- 20.5. Employees working in excess of sixteen (16) consecutive hours, with a break of two hours or less, will be paid overtime at twice their hourly wage for all hours in excess of sixteen (16) hours worked.
- 20.6. The District may enter into voluntary agreements with individual employees who desire to be paid on a 40-hour workweek basis with overtime calculated only after 40 hours of work in a workweek. Such voluntary agreements shall be documented in each employee's personnel file.
- 20.7. The District will make reasonable efforts, when patient care permits, to rotate weekends equally among employees who work in departments that require weekend coverage. For those employees who work 8-hour shifts, a minimum of 4 weekend shifts per month will be expected. For those employees working 10 hour shifts, a minimum of 3 weekend shift per month will be expected. For those working 12-hour shifts, a minimum of 3 weekend shifts per month will be expected. If an employee elects to work every weekend, he/she may submit a written request to his/her manager or supervisor. If

enough employees request to work weekends, other employees may have their weekend requirement reduced.

ARTICLE 21. Work Schedules

- 21.1. The District shall post work schedules at least fourteen (14) days in advance. At the time of the posting, it is the employee's responsibility to check the schedule.
- 21.2. Work schedules may be subject to change, with mutual agreement after posting, either to meet the needs of the employee or the District.
- 21.3. Shift trades will be permissible subject to manager's approval. Shift trades may not result in overtime.
- 21.4. Posted schedules will indicate the date posted and will be displayed in an area which is available to all employees at all times.
- 21.5. Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.

ARTICLE 22. Leave of Absence

- 22.1. District employees may avail themselves of two types of leaves, regulatory leaves and an unpaid leave of absence.
- 22.2. Regulatory Leaves of Absence:
- 22.3. District employees may be eligible for a leave from work in a number of instances, including the following:
 - Family Medical Leave (FMLA)
 - California Family Leave (CFRA)
 - Pregnancy Disability Leave (PDL)
 - Military Leave (ML)
 - Occupational Disability (OD)
- 22.4. Administration of regulatory leaves is set forth in District policies based on state and federal statutes. Refer to district policies for eligibility, request processing, insurance premiums on leave, and other information.
- 22.5. Unpaid Leaves of Absence: When protection under other leaves is exhausted or an employee is ineligible for another type of leave, an employee may be eligible for an unpaid leave of absence. Unpaid leaves may be granted for a period of up to one (1) year at the discretion of the Department Director based on the business needs of the department.
- 22.6. Procedure for Unpaid Leave of Absence:

Eligibility: An employee must have completed one year of continuous employment to be eligible for an unpaid leave.

Requests: A request for a leave must be in writing to the department manager outlining the reason for the leave and length of time requested. A leave may be granted at the director's discretion base on the business needs of the department.

Health Insurance Premiums: The District will cover the cost of health insurance for the first thirty days of an unpaid leave for employee's who are not eligible for FMLA or CFRA leave. The employee is responsible to pay the premium cost for individual and dependent coverage during the first 30 days. Employees will be eligible to exercise their rights to continued insurance coverage for the second and all succeeding months of the leave under COBRA.

An employee who has exhausted all benefits including FMLA, CFRA, Long Term Sick Leave and Personal Leave will be eligible for COBRA benefits beginning on the first day of unpaid leave. The District will not cover COBRA costs for any portion of the unpaid leave.

Benefit Accrual: An employee granted an unpaid leave of absence shall not be eligible to accrue any benefits during the period of the leave, but shall have all benefits accrued prior to the leave reinstated upon his/her return to work.

Return from LOA: Employees who are not eligible for FMLA or CFRA returning from an unpaid leave of absence of thirty (30) calendar days or less will be reinstated to the same position in which they were employed before taking the leave. Such employees returning from a leave in excess of thirty (30) calendar days will be considered for the first available position for which they are qualified. Employees returning from a leave taken after FMLA or CFRA benefits have been exhausted will be considered for the first available positions for which they are qualified.

- 22.7. Date of Hire will be adjusted for by the length of an unpaid leave of absence greater than 30 days.

ARTICLE 23. Retirement

- 23.1. The District shall provide for retirement savings plans for employees.
- 23.2. The District maintains The Tahoe Forest District Employee's Money Purchase Plan for its employees.
- 23.3. All employees may participate in the 457-non-qualified Deferred Compensation program.
- 23.4. The District will match employee contributions for Full Time and Regular Part Time employees to the Section 457 Deferred Compensation Plan up to a maximum of 3% of the employee's gross income with increases described in the Longevity Retention Bonus article.

ARTICLE 24. Longevity Retention Bonus

24.1. Employees hired prior to July 1, 2013 who have completed 10 years or more of employment:

24.1.1. Full and Regular Part Time employees will receive lump sum bonus payments in five-year increments according to the following schedule.

24.1.2. Longevity retention match and bonus benefit schedule.

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

Level 4 is repeated in five-year increments

24.2. Employees hired or reaching 10 years of service after July 1, 2013

24.2.1. Full and Part time employees will receive lump sum bonus payments in five-year increments according to the following schedule.

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

Level 2: At 15 years: 2% lump sum bonus paid based on earnings of prior five calendar years
(PRIOR BONUS PAYMENTS EXCLUDED)

Deferred Compensation match to 7%

Level 2 is repeated in five-year increments

- 24.3. Each level is achieved during the anniversary year of 15, 20, and every 5 years thereafter. The payout will be made on May 30 for those with a date of hire between January and June and on November 30 for those with a date of hire between July and December. Payout will be calculated on prior five calendar years wages as defined for lump sum payments.
- 24.4. For employees currently on the longevity program whose previous bonus payout does not coincide with the anniversary date for date of hire, a longevity retention bonus date will be identified based on last payout date and the future payouts will be in five year increments as set forth above.

ARTICLE 25. Bereavement Pay

- 25.1. Full Time and Regular Part Time employees shall be granted bereavement leave of up to three (3) workdays, with pay, in the event of the death of a member of their immediate family. If the employee is required to travel over five hundred (500) miles (one-way) to the memorial services, he/she may be granted two (2) additional days with pay. Payment for such days shall be deducted from accrued Long Term Sick Leave hours.
- 25.2. Immediate family is defined as: spouse, parent, grandparent, child, stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or member of the household or a person standing in loco parentis.

ARTICLE 26. Job Vacancies

- 26.1. Job postings: When new positions are created, temporary positions are classified as regular positions, or vacancies occur due to employees leaving a position, the District shall post the vacant position on the online posting site. Such notice shall set forth the number of vacancies, the job classification, a brief job summary, licensure and/or certification requirements, rate of pay, and the date posted. Employees apply for positions using the online application. HR will route all internal candidates and all qualified external applicants to hiring managers.
- 26.2. Positions may be filled on a temporary basis during the posting period. Position openings will be posted outside of the department if no employee in the department is currently working in the job classification.
- 26.3. Internal posting (within the department). If the open position is for a job title that employees are currently working in the department, the position will first be posted in the department and online as a department only posting for a period of five days. Department employees will be considered in the following manner for the position:

Full time and regular part time based on the most recent effective date for a transfer to a benefited position within the department. If not filled at this level:

Short Hour, Casual and Per Diem employees will be considered based on qualifications, experience and date of hire to the District.

- 26.4. External postings: Candidates will be considered based on qualifications and experience. If candidates are equal in qualifications and experience, preference will be given based on first date of hire to the District.
- 26.5. If applicants meet job description qualifications, hiring manager has the right to review prior two years performance evaluations to identify any ratings under 3.0 and any disciplinary actions within the last 18 months. Hiring manager may take into consideration after discussion with applicant. If two applicants are equally qualified. Preference will be given based on first date of hire within the District.

ARTICLE 27. Layoff and Recall

27.1. Layoffs and recall shall be within department by classification and employee status.

27.2. The sequence of employees' status to be laid off shall be as follows:

- Any employee who volunteers;
- Temporary and Seasonal employees
- Per diem employees
- Short Hour and casual part-time employees
- Regular part-time and full time employees on an equal basis

Within each status, layoffs will be applied in the following manner:

- Date of hire into department,
- Date of hire into current job classification,
- Last date of hire with the District.

- 27.3. Date of hire is adjusted for unpaid leaves in excess of 30 days.
- 27.4. Employees remaining on the job shall be able to perform the work without the need of retraining and must be able to work the remaining shifts.
- 27.5. Recall from layoff shall be in the inverse order of layoff. Any employee who has volunteered for layoff shall be entitled to recall based upon status.
- 27.6. In the event that an employee is on layoff status for over twelve (12) months, he/she shall be terminated.
- 27.7. A full time or regular part time employee on layoff status may elect to leave accrued Long Term Sick hours in their benefit bank for the period of time they remain on the recall list. Employees may request payment of eligible LTS hours at any time while on layoff/recall status.

- 27.8. All employees on layoff shall notify the Human Resources Department of their status on a weekly basis. In the event that an employee is unable to return to work within seven calendar days from receipt of notice of recall, he/she may be terminated, but in no event (barring emergencies) shall an employee be given more than fifteen (15) calendar days to return to work from the date the notice to return was mailed by the District. Said notice shall be mailed by way of certified mail.
- 27.9. The District will notify the Association at least 30 days prior or as soon as a plan for any layoffs or department reorganizations has been approved that will result in a change to an employee's work status.
- 27.10. The parties will meet to discuss the reason for the layoffs, the planned schedule and any alternatives such as Voluntary Exit Incentive offerings.
- 27.11. When layoffs are anticipated, no posted positions and/or anticipated openings in the affected job classifications will be hired into until those employees have an opportunity to transfer to such position for which they are qualified (requiring only the customary training and orientation provided to newly hired employees).
- 27.12. HR will review open jobs and expected openings and notify managers/directors not to fill those positions until the EAP and HR can meet and confer possible relocation to said positions. Posted positions will be removed from the job posting board until all staff movements have been resolved.
- 27.13. Any employee who transfers to a new position or is recalled to a vacant position will be given 90 days to demonstrate his/her ability to perform the work. Evaluation of performance during the 90 days will be based on skills, ability and behaviors. If the employee transfers to an open position and does not satisfactorily perform the duties, the employee will be placed on layoff and will be eligible for any compensation he/she would otherwise have received.
- 27.14. If in those 90 days the employee does not perform satisfactorily he/she will be returned to the recall list.
- 27.15. Bumping Rights: In the event of layoffs, an employee who has been promoted or transferred into a different classification and/or department shall retain the right to return to the classification and/or department from which he/she was promoted or transferred. Employees will retain months of service credit in the prior job classification. If an employee exercises bumping rights, said employee must be qualified and able to perform the job the employee formerly held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining.

ARTICLE 28. Shift Differential

- 28.1. Employees will receive shift differential for working certain hours.
- 28.2. Employees whose scheduled shift end on or after 7pm will be paid a shift differential of \$2.50 per hour for those hours worked after 3:00pm.

- 28.3. Employees whose schedule shift ends on or after 3:00 am will be paid a shift differential of \$3.75 per hour for those hours worked after 12:00 midnight.
- 28.4. Employees, whose schedule shift commences after 12:00 midnight, and at or before 5:30 am, shall receive a shift differential of \$3.75 per hour, in addition to their base hourly rate until 8 am.
- 28.5. Employees working the weekend shift will receive \$1.50 per hour during the 48 hour period between 7:00 pm Friday and 6:59 pm Sunday.
- 28.6. The shift differential shall only apply to hours worked.

ARTICLE 29. Grievance Procedure

- 29.1. Grievance, Adjustment and Binding Arbitration/Hearing
- 29.2. Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this Agreement. An employee may be represented by the Association at any Step in the procedure. A grievance can also apply to any issue or dispute concerning the interpretations or application of policies and procedures within the scope of bargaining. The District shall notify the Association of any disciplinary suspension or discharge imposed on any bargaining unit employee. Suspension based on lapse of required license, certification or legally required health screen will not be deemed a "disciplinary" suspension for purpose of Association notification. A grievance may be filed by the Association or by an employee.
- 29.3. Grievance Procedure: The grievance procedure is a process that allows employees and/or Association representatives and a department head or supervisor to address disputes in a formal manner if they are unable to resolve the issue in an informal manner. The steps of the grievance procedure are as follows:
 - Step One – Informal Discussion: Employees/Association representatives are asked to discuss their grievance with the department head or supervisor in an attempt to resolve the dispute in an informal manner.
 - Step Two – Written Grievance/Formal Discussion: If the employee or Association representative feels that the dispute was not settled in Step One, they may submit the grievance in writing to the department head or supervisor. The department head or supervisor has three days to discuss the matter with the grievant.
 - Step Three – Mediated Discussion: If a resolution is not reached at Step 2, the grievance may be presented to the Human Resources Director within ten days of the formal discussion at Step 2. The Human Resources Director or designee may direct the department head or supervisor to meet with the employee and the Human Resources director or designee to discuss the matter. The Human Resources director or designee will arrange the meeting no later than 10 days from the date of presentation to the Human Resources Director. The Human Resources Director or designee shall forward a written response to the grievance to the Association President within five days after the Step Three meeting.

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

Step Five – Arbitration: If the grievance is not resolved in Step 4, either the District or the Association may submit a request to initiate binding arbitration. Individual employees may not submit a request for arbitration or otherwise move a grievance past Step Four. An Association request to submit the matter to arbitration must be filed with the Human Resources Director within 10 days of completion of Step 4. A District request to submit the matter to arbitration must be submitted to the Association President within 10 days of completion of Step 4. Only the Association or the District (not individual employees) may move a matter to arbitration.

- 29.4. If the grievance involves a District procedure or general interpretation of the contract and is submitted by the Association, the grievance automatically advances to Step 3. If the grievance involves a suspension or termination, the grievance automatically advances to Step 4. Grievances alleging unlawful harassment, discrimination or retaliation by an individual supervisor or Department Head may be submitted directly to the Director of Human Resources and advanced to Step 3.
- 29.5. In order to be timely, a grievance must be submitted at the Step 2 level in writing to the other party within thirty days of the event giving rise to the grievance, or within thirty days of the time when the grievant knew or, with reasonable inquiry, should have known of the event. Grievances related to suspension or termination must be filed within ten days from the date of notification to the employee or the Association of the action.
- 29.6. Arbitration Procedure (Step 5):
- 29.6.1. The Human Resources Director or designee and an Association representative will promptly meet to attempt to mutually select an Arbitrator. If they cannot agree, either the District or the Association may ask the California Conciliation Service or another entity agreed between the parties to submit seven names of arbitrators. The Association and the Human Resources Director or designee shall meet within five working days after receiving the list of arbitrators to alternately strike names until only one person remains. The first strike shall be determined by coin toss.
- 29.6.2. The arbitrator should convene an arbitration hearing as soon as practicable. Each party to the dispute shall have the opportunity to present evidence, to cross-examine witnesses, and to submit written briefing following the hearing. The arbitrator shall render a written decision and findings of fact as soon as conveniently possible.

- 29.6.3. The expenses of the arbitration, including the arbitrator's fees, the cost of a reporter and arbitrator's transcript copy, and other expenses incidental to the arbitration shall be shared equally by the Association and the District; except, however, each party shall bear the total cost of preparation and presentation of its own case and witnesses including, but not limited to, any transcripts requested by a party.
- 29.6.4. The arbitrator shall be empowered to determine all factual controversies and all questions of interpretation and application of any clause of this Agreement that may be relevant to the arbitration. The arbitrator shall not have authority to add to, subtract from or change any provision of this agreement or District policy in any way. Jurisdiction shall extend to claims of violation of specific written provisions of the Agreement or interpretation or application of hospital policies within the scope of the grievance and involve only the interpretation and application of such provisions.
- 29.6.5. The arbitrator may not award back wages to the grievant beyond 15 days prior to the date of filing of the grievance, unless the grievant did not know, or could not have reasonably known of the event, that caused the grievance.
- 29.6.6. The arbitrator may award reinstatement only or reinstatement with full or partial back pay in all disciplinary disputes (demotion, suspension or discharge matters).
- 29.6.7. The arbitrator's decision shall be final and binding upon both parties, except upon formal hearing review by the Board of Directors.
- 29.6.8. The arbitrator's findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the arbitration and shall not stop any party from litigating or establishing its compliance with such laws in any other forum.
- 29.6.9. The Board of Directors may review the decision of the arbitrator and hold a further formal hearing review upon motion to do so. A motion to hold a further formal hearing shall be made and decided within 14 days of the District's receipt of the arbitrator's decision; if there is no successful motion to hold a further formal hearing, the arbitrator's decision shall become final and binding upon all parties.
- 29.6.10. If the Board of Directors decides to hold a further formal hearing, it shall do so with at least 14 days' notice to each party. The hearing review shall consist of a review of the written transcript and exhibits from the arbitration hearing and formal argument presented by the District's representative and the Association's representative. The Board of Directors may also consider evidence or testimony that was excluded by the arbitrator; each party shall be allowed to make, and to respond to, requests for introduction of such evidence or testimony.
- 29.6.11. The Board of Directors' decision shall be final and binding upon both parties.
- 29.6.12. The Board of Directors' findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the formal

hearing and shall not estop any party from litigating or establishing its compliance with such laws in any other forum.

- 29.7. **Written Grievances:** In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this Agreement which have been violated or are in dispute, and the requested remedy.
- 29.8. **District Grievances:** District grievances shall be submitted at the Step 3 level in writing directly to the Association President. An Association Representative and the Human Resources Director or designee shall meet in an effort to resolve the grievance within ten days of the date of the written grievance. The Association shall forward a written response to the grievance to the Human Resources Director within five days of the first Step Three meeting. If the matter is not resolved, the matter may be submitted to Step 5 binding arbitration by written notice to the Association President within five days of delivery of the Step Three written response.
- 29.9. **Grievances Concerning Strikes or Lockouts:** If the District's or the Association's grievance involves alleged violation of the parties' No Strike/No Lockout agreement, the party claiming to be aggrieved may choose among the Grievance and Arbitration Procedure, Public Employment Relations Board (PERB) proceedings or judicial proceedings, as it deems appropriate and proper and consistent with any body's jurisdiction, and may proceed immediately to Step 5 if that option is chosen.
- 29.10. **Time Limits:** The term "days" as utilized in this article shall be defined as "calendar" days. Time limits may be waived only with the mutual written agreement of the parties. Unless waived or modified by express written agreement, the time limits contained herein shall be strictly construed. No grievance shall be arbitrable unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.
- 29.11. **Forms and Documents:** Necessary forms or documents to be utilized under this procedure shall be adopted by the parties.

ARTICLE 30. Discipline and Discharge

- 30.1. Employees may be discharged for infractions not consistent with District policy and procedures and/or professional conduct according to the process described in this article.
- 30.2. During their initial probationary period, employees may be discharged at the District's discretion without recourse to the grievance procedure or just cause standard.

- 30.3. The parties agree that any discipline or discharge following the initial probationary period shall be subject to the standards and review procedures expressly provided under this Agreement.
- 30.4. Managers may provide informal coaching that is not documented in an employee's personnel file but notes regarding the coaching may be kept in the manager's files. Informal coaching is a values-supportive discussion regarding behavioral choices and shall not be considered discipline.
- 30.5. If a manager feels that behavioral expectations are clear they may proceed to an oral reminder. This is a meeting between the manager and employee which may be held anywhere private. Written documentation is created to identify the behaviors discussed. The written document is kept in a manager's files, the employee may request a copy of the documentation. This documentation is not part of the employee's permanent personnel file kept in Human Resources.
- 30.5.1. The oral reminder may be used to substantiate a disciplinary action for up to one year if the behavior leading to the oral reminder does not appear to part of a pattern. If there is a repetitive pattern of behavior, the oral reminder may be kept for two years.
- 30.6. Depending on the nature of the infraction, the District may discipline the employee in any of the following ways:
- 30.6.1. Written reminder: This is a documented discussion signed by the employee and manager. The documentation is part of the employee's permanent personnel file and may be used to substantiate a disciplinary action for up to one year.
- 30.6.2. Suspension with pay: This is a period of time, not to exceed three scheduled shifts or 24 hours, whichever is less, when the employee is removed from the work schedule without pay. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.6.3. Decision Making Leave: This is a paid day away from work to allow an employee to decide if they want to make the changes necessary to continue employment. The employee is asked to document their commitment to changes they will make. An employee may also decide that they are not interested in continued employment and work with their manager to resign from their position. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.6.4. Termination: misconduct may be cause for immediate discharge when behaviors are found to be repetitive at risk behavior or reckless behavior.
- 30.7. All proposed disciplinary will be reviewed through the Collaborative Culture of Safety (Just Culture) algorithm before action is taken.
- 30.8. The disciplinary process may be initiated following informal coaching and oral reminders or in the event of demonstrated repetitive at risk or reckless behavior. The following describes the steps used by a manager to determine the level of action to be taken. These are documented meetings, usually held in HR.
- 30.9. The employee may be represented by an Association Representative at any or all of these meetings.

- 30.10. Fact finding interview: This is a meeting between an employee and manager to obtain information so that the manager may understand the issues and decide if disciplinary action is warranted. A Human Resources representative may also be present.
- 30.11. If a manager feels disciplinary action in the form of a written reminder, paid decision making leave, suspension without pay, or termination is appropriate based on the information received in the fact finding interview, the manager will proceed as per the Skelly procedural requirements. These procedures are required for all public employees as outlined below.
 - 30.11.1. The District shall provide written notice of the alleged misconduct, copies of any written materials that will be placed in the employee's personnel file reflecting the planned discipline (for example, a copy of the planned written reminder), an explanation of the proposed discipline and an explanation of any documents or other evidence leading to the planned discipline, to the employee at least seventy-two (72) hours prior to the pre-disciplinary meeting.
 - 30.11.1.1. The employee may be placed on a paid leave from the time the District notifies the employee of the planned pre-disciplinary meeting until the meeting is held, but paid leave shall not run for more than one calendar week.
 - 30.11.1.2. The employee is afforded the right, either orally or in writing, or both, to respond to the proposed change(s) and the proposed disciplinary decision.
- 30.12. An employee has three options when this notification is received.
 - 30.12.1. The employee may agree to meet at the stated date and time.
 - 30.12.2. The employee may ask to meet earlier than the stated date and time.
 - 30.12.3. The employee may accept the disciplinary action without a meeting. If an employee chooses to accept the disciplinary action, they are asked to sign the documentation and the signed document is made part of their permanent personnel file.
- 30.13. If an employee chooses to meet, the meeting is considered a Meeting with Intent to Impose Discipline (Pre-discipline).
 - 30.13.1. The pre-discipline meeting will include a management representative (usually the employee's manager) and a second management representative who was not involved in the fact finding interview. The second management representative will have been trained in the Collaborative Culture of Safety principles and will provide an impartial view. A Human Resources representative will also be present.
 - 30.13.2. During this meeting an employee may present a response to the proposed discipline either orally or in writing. The employee may tell his or her side of the story regarding conduct or events leading to the planned discipline. The employee may provide any information that may lead to the District reversing its planned discipline. The employee may specifically address any issues that he or she believes may affect his or her reputation, standing, or community associations, or otherwise stigmatize the employee's public image or future employment prospects.

- 30.14. After the Pre-discipline meeting the manager has five business days to decide to remove the disciplinary action, reduce the proposed action or uphold the proposed discipline.
- 30.15. An employee who feel the disciplinary action has been unjustly imposed has the right to the Grievance Procedure.
- 30.16. Copies of written reminders and documentation of disciplinary action will be placed in the employee's personnel file after being reviewed by the employee. Refusal to sign and/or rebuttal by the employee will also be placed in the file.
- 30.17. The District will notify the Association of any unpaid suspension or termination imposed under this Article.

ARTICLE 31. Job Descriptions

- 31.1. Job descriptions for classifications within the bargaining unit maintained by the District shall be made available to the E.A.P. upon request.

ARTICLE 32. Jury Duty

- 32.1. The District encourages its employees called for Jury Duty to serve. Only in cases of extreme scheduling problems will the District request that an employee be excused from Jury Duty.
- 32.2. If summoned, either as a witness in a work-related case or for Jury Duty, the employee shall present either the summons or subpoena to his/her Supervisor or Department Head the first work day following the receipt.
- 32.3. If an employee is summoned to Jury service, or is subpoenaed as a witness for a work related case, he/she will be paid for the hours scheduled to work that day or previously scheduled on personal leave. In the event the employee is released from the summons or subpoena with four or more hours remaining on his/her regularly scheduled shift, or prior to noon if the employee works an evening or night shift, he/she shall telephone his/her department head to inquire as to whether the department head wishes him/her to report to work.
- 32.4. When an employee receives a Jury Duty check for witness fees, he/she must endorse it over to the District and present it to the Payroll Department.
- 32.5. Employees will be compensated for Jury service only on days that they have been scheduled to work or scheduled for personal leave.
- 32.6. Employees on work related cases will be paid for time served and will only be reimbursed at their appropriate rate of pay.
- 32.7. At no time will Jury Duty pay result in overtime payment.

ARTICLE 33. Time Off Requests

- 33.1. Employees shall submit vacation requests in writing not later than February 1st of each year.
- 33.2. The form for such purposes will be provided by the District and will cover the period of April 1st to March 31st.
- 33.3. Employees are required to request time off in order of priority beginning with their first choice. Based on the number of requests for a specific time period, approval may be limited to two weeks.
- 33.4. Time off shall be approved or disapproved based upon date of hire or transfer into the department and the staffing needs of the District.
- 33.5. Department managers will review all requests and approve or disapprove an employee's first choice for time off as available. If an employee's first choice is unavailable, then the manager will select the next available choice from the employee's list. Department managers will continue to review and grant time off until all requests have been approved or disapproved.
- 33.6. The Department Manager shall respond not later than March 1st, approving or disapproving the request. On March 1 a list indicating approved time off requests shall be posted in the department.
- 33.7. Management does not have the right to cancel an approved time off, providing the employee has sufficient Personal Leave available.
- 33.8. Time off requests received after February 1 will be considered on a first received basis. Time off will be approved or disapproved following published department staffing guidelines. All requests will be approved or disapproved at least 6 weeks prior to the date of requested time off. Manager's failure to meet the deadline does not result in automatic approval of the time off request.

ARTICLE 34. Probationary Period

- 34.1. All employees serve an initial probationary period upon hire with the District. During the initial probationary period an employee may be discharged for any reason.
- 34.2. Full time, regular part time employees shall serve a probationary period of 90 calendar days.
- 34.3. Short hour, casual and per diem employees shall serve a probationary period of 6 months.
- 34.4. Probationary period related to promotion or transfer:

Employees who are promoted or transferred to a new position shall be given orientation as necessary and such employees shall serve a probationary period of ninety (90) calendar days. If the employee fails to perform satisfactorily during the probationary

period, the employee shall be returned to his/her former position at the former rate of pay without loss of seniority.

34.5. Probationary period related to bumping rights:

If an employee exercises bumping rights as outlined in Article 27, said employee must be qualified and able to perform the job the employee formally held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining. The employee will be subject to a ninety (90) day probationary period. If during this probationary period the employee fails to perform satisfactorily they will be returned to the recall list.

ARTICLE 35. E.A.P. Representatives

- 35.1. The District agrees to recognize E.A.P. Representatives, as duly elected by the members of the Employees Association of Professional's. The number of E.A.P. Representatives shall not exceed six.
- 35.2. E.A.P. Representatives may receive complaints and see that the terms and conditions of the Memorandum of Understanding are observed. The E.A.P. shall notify the District in writing of the names and assignments of all duly elected Representatives. Any change in Representatives shall be forwarded to the CHRO.
- 35.3. Representatives shall not engage in E.A.P. business on work time and shall not engage employees in any conversation regarding E.A.P. matters on that employee's work time except as set forth in this article. Work time does not include break periods, meal times or any other specified periods during the workday when employees are properly not engaged in performing their work tasks. Representatives may, on occasion, have a brief conversation with an employee about work-related problems. Such use of work time shall not be abused.
- 35.4. The E.A.P. will be allotted time during the General Orientation to give information on the Association to new employees, subject to the District's review of the material and scheduling preference.
- 35.5. The District will compensate Association Representatives for time spent in negotiations sessions, meet and confer sessions, representing employees in meetings with managers, attendance at Personnel/Retirement meetings, scheduled meeting with District Administration, and for participation in training programs when the District has requested Association attendance.
- 35.6. The EAP Board and district Administration shall meet at least quarterly.
- 35.7. The District will not unreasonably deny access to the District property to the EAP's attorney or consultants.

ARTICLE 36. No Discrimination

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

ARTICLE 37. Unemployment Insurance

- 37.1. The District shall provide unemployment insurance coverage for its employees,

ARTICLE 38. Full Understanding, Modifications, and Waiver

- 38.1. It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.
- 38.2. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding; however, this shall not preclude the employees from filing grievances on the subject matter of this Agreement or interpretation thereof.
- 38.3. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District's Board of Directors and the E.A.P.
- 38.4. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39. Savings Clause

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

ARTICLE 40. No Strike-No Lockout

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

ARTICLE 41. Safety

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

ARTICLE 42. Term

- 42.1. This Memorandum of Understanding shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2019. No changes in this MOU provision can be made without the consent of both parties in writing.
- 42.2. The District and EAP will meet and confer prior to July 1, 2017 to bargain in good faith an increase to night shift Personal Leave accrual.

Employee’s Association of Professionals

Tahoe Forest Hospital District

By: _____

By: _____

Stacey Tedsen on behalf of the Employee’s Association of professionals

Jayne O’Flanagan, CHRO, on behalf of Tahoe Forest Hospital District

Appendix A

E.A.P. Job Titles 7/1/2016

Bereavement Spiritual Care Coordinator
Cardiac Sonographer
Care Coordinator
Care Coordinator PRIME
Case Manager, Acute
Case Manager, Lead
Clinical Documentation Specialist
Clinical Program Analyst
Clinical Program Analyst, Cancer Ctr.
Clinical Psychologist
CI Research Data Specialist
CLS
CLS, GS
CLS Technical Specialist
Clinical Nurse Leader, Clinics
CLS, Lead Micro
Coordinator, CT
Coordinator, CT & Diagnostic Imaging
Coordinator, MRI
Coordinator, Physician Informatics
Coordinator Resident Assessment/Staff Dev

Coordinator, Surgical Board
Diagnostic Imaging Tech II
Diagnostic Imaging Tech III
Dietitian, Acute
Exercise Physiologist
Float Nurse, PAAS/Nursing Admin
Infection Control Practitioner
Infusion Room Charge Nurse
Internal Clinical Auditor
Lead Staff Nurse, Cardiac Rehab
LVN, LTC
MRI Technologist
Nuclear Medicine Technologist
Nurse Navigator
Nurse Practitioner
Nurse Practitioner, Cancer Center
Nursing Informatics Clinical Analyst
Occupational Therapist
Orthopedic Physician Assistant
Patient Advocate
Pharmacist
Pharmacist, Clinical Program Analyst
Pharmacist, Retail
Physical Therapist
Physician Assistant

PA/NP Case Mgr.
PACS/Clinical Systems Analyst
Radiation Therapist
Respiratory Care Practitioner
Respiratory Care Practitioner Support
School Care Coordinator
Social Worker, Acute
Social Worker, ECC
Social Worker, Home Health
Social Worker, Hospice
Social Worker Wellness Neighborhood
Speech Therapist
Staff Nurse, Cancer Center
Staff Nurse, Cardiac Rehab
Staff Nurse, CPSP
Staff Nurse, Endo Services
Staff Nurse, ER
Staff Nurse, ER IVCH
Staff Nurse, Home Health
Staff Nurse, Hospice
Staff Nurse, ICU
Staff Nurse, Lakeview
Staff Nurse, LTC
Staff Nurse, Med/Surg

Staff Nurse, PAAS
Staff Nurse, Pre-Admit
Staff Nurse, Radiation Oncology
Staff Nurse, Surgical Services
Staff Nurse, W & F
Staff Nurse/Educator
Staff Nurse/Staff Development
Ultrasound Technologist
Ultrasound Technologist II

Appendix B

2012-13 Per Diem Ranges

E.A.P. Job Classifications 2013 Per Diem Rates	PD I Hire	PD II 5+ YOS	PD III 10+ YOS	PD IV 25+ YOS
Cardiac Sonographer	\$46.16	\$48.30	\$50.44	\$54.51
Case Manager, Acute	\$62.08	\$64.96	\$67.84	\$73.31
CLS	\$49.70	\$52.01	\$54.32	\$58.70
Diagnostic Imaging Tech III	\$49.70	\$52.01	\$54.32	\$58.70
Dietician, Acute	\$42.86	\$44.86	\$46.85	\$50.62
Occupational Therapist	\$49.70	\$52.01	\$54.32	\$58.70
Pharmacist, Retail	\$75.63	\$79.15	\$82.66	\$89.33
Social Worker, Home Health	\$42.86	\$44.86	\$46.85	\$50.62
Staff Nurse	\$57.65	\$60.32	\$63.00	\$68.08
Ultrasound Technologist	\$52.22	\$54.65	\$57.07	\$61.68

Appendix C

Health Plan Design

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

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

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

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

Appendix D

Health Insurance Premiums

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