

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HEALTH PLAN OF SAN JOAQUIN (HPSJ)**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL**  
**UNION LOCAL 1021 (SEIU)**  
**EFFECTIVE SEPTEMBER 25, 2019**

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## **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "MOU" is made by and between the Health Plan of San Joaquin, hereinafter referred to as "HPSJ", "Organization, or Agency" and the General Employees Representation Unit of the Service Employees International Union, Local 1021, hereinafter referred to as the "Union" and "SEIU". This Memorandum was reached pursuant to, and in accordance with the provisions of California Government Code Section 3500 et seq., for the purpose of establishing the wages, hours and terms and condition of employment for employees within the General Employees Representation Unit represented by SEIU.

## **DURATION**

This MOU shall be effective as of the first full pay period after the HPSJ Health Commission approval, and shall expire June 30, 2022.

## **SECTION 1 RECOGNITION**

SEIU Local 1021 ("SEIU") is recognized by the Health Plan of San Joaquin ("HPSJ") as the representative for unit members covered by this MOU. Such unit members shall include those unit members regularly employed in the classifications listed in Appendix A.

## **SECTION 2 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **2.1 Management Rights**

SEIU recognizes that the right to operate and manage the business and the affairs of the HPSJ, the right to select and direct the working forces and the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the Organization. These rights include, the right of control, determine and change the manner and the extent to which the Organization's equipment, facilities and properties shall be operated, increased, discontinued, decreased or located, and to introduce, operate and change new or improved methods, facilities, techniques and processes; to control, and determine and change operations, shifts, experimental, distribution, overtime, training and working assignments and schedules; to select, test, train and determine the ability and qualifications of the employees; to employ, assign, promote, discipline, discharge, lay off, transfer and to determine and make changes in job contents and standards and the size and composition of the work force; to establish, modify and enforce rules of employee conduct and manuals of operating procedures and to control, direct and change facilities and services on HPSJ premises for the use or benefit of the employees; to determine, control and change the methods and sources of the sale and distribution of its products and services and to obtain from any source and to contract and subcontract for equipment, materials, services and supplies; to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation, the management of the business and the affairs of the Organization and the establishment provided, however, that none of these rights shall be exercised by HPSJ contrary to any specific provision of this MOU.

## 2.2 Employee Rights

SEIU and HPSJ recognize that each employee shall have the following rights which he/she may exercise in accordance with this MOU, applicable law, ordinances and rules and regulations:

- a. The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation on all matters within the scope of representation.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of HPSJ or SEIU, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.
- c. The right to refuse to join or participate in the activities of any employee organization.
- d. The right to represent himself/herself individually in his/her employee relations with the Organization.

The Union or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the San Joaquin County Health Commission or SEIU.

## 2.3 Non Discrimination

The provisions of this MOU shall be applied, subject to federal, State and Local Laws. The law does not permit harassment on color, race, gender (including gender identity and gender expression), religion (including religious dress and grooming practices), marital status, registered domestic partner status, age, national origin (including language use) or ancestry, physical or mental disability, medical condition (including cancer and genetics characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military or veteran status, political affiliation or any other characteristic made unlawful by applicable Federal, State and local laws. It also prohibits harassment based on the perception that anyone has these characteristics, or is associated with anyone who has or is perceived to have these characteristics.

Harassment is defined as: Behavior that intimidates, threatens, degrades, torments or places demands upon another, based on one of the protected categories listed in the above paragraph, to the extent that the conduct unreasonable interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of harassment include, but are not limited to:

- Verbal conduct such as ethnic or racial slurs, epithets, derogatory or insulting comments, taunting heckling, unwanted sexual advances or comments, racial or sexual jokes;

- Physical conduct including assault unwanted touching, intentionally blocking normal movement or interfering with work;
- Visual displays such as derogatory or sexually oriented posters, photographs, letters or other writings, cartoons, drawings or gestures;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offered of employment benefits in return for sexual favors; or
- Retaliating for reporting or threatening or to report harassment; and Communication via electronic media of any type that includes prohibited harassing conduct.

Harassment is cause for disciplinary action.

HPSJ shall comply with the provisions of the Americans with Disabilities Act (ADA) and the Department of Fair Employment and Housing Act (DFEHA). Individuals requesting reasonable accommodation shall follow the Accommodation Policy and Procedure. The appropriate staff will engage in the interactive process.

## 2.4 SEIU Rights

SEIU shall have the following rights:

### a. Representation

Upon request, to meet and confer in good faith with appropriate levels of the HPSJ management regarding matters within the scope of representation.

### b. Advance Notice

Except in cases of emergency, SEIU shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by HPSJ and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing SEIU with advance copies of the agenda of the San Joaquin County Health Commission meetings.

### c. Representatives – Meeting Attendance

SEIU may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SEIU shall submit a request for such release and shall include therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of Agency time for this purpose shall not be excessive, nor shall it unreasonably interfere with the

performance of Agency services as determined by the Agency. The reasonableness of the number of such employees shall be the subject of negotiation.

## 2.5 Representatives Access To Employees

- a. Authorized business representatives of SEIU shall be allowed reasonable access to employees of the unit in permitted work areas during the working hours of the employees concerned for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The authorized representative shall give advance notice of at least thirty (30) minutes to HPSJ's appointed representative (s) for access purposes pursuant to this paragraph when contacting departmental employees during their duty period.
- b. Reasonable solicitation for membership or other internal Union business or campaigning shall be conducted only in non-work areas during the non-duty hours of all employees concerned, so long as normal work functions of the Agency are not interfered with. Due to Protected Health Information ("PHI") in the workplace, non-work areas shall be defined as community meeting rooms and/or conference rooms with external egress and restricted access to work areas. Other conference rooms and breaks rooms can be made available with prior notice and pre-arranged escort. Non-duty time shall be defined as before or after a scheduled work day or during meal time or rest periods. SEIU will be given a list of all new hires twice per month (if applicable) and shall be allowed meeting space for the purposes of providing new employees with information pertaining to the Union.

## 2.6 Shop Stewards

Shop Stewards employed and recognized by HPSJ may assist employees in resolving grievances informally, provided that meetings and discussions with employees shall be during the employee's non duty time as defined in 2.5 (B) above. Shop Stewards will be authorized up to two hours release time per case of a formal grievance. Stewards may also be present during "right to representation" discussions. The right to representation is established by the Supreme Court's 1975 Weingarten decision. Once it is determined that a right to representation exists, shop stewards may then represent employees using no more than two hours per case for preparing and representing an employee in Weingarten meetings. Preparation meetings shall occur during the employees non-duty time as defined in 2.5 (B) above.

Only one Shop Steward may receive release time in connection with the processing of any grievance or Weingarten meeting. Absent advance approval by HPSJ's appointed representative, only one Shop Steward may represent an employee in connection with a grievance or Weingarten meeting. In instances in which a Union business representative is meeting with or representing an employee, Shop Stewards who attend shall not be eligible for released time unless it is noted that they are attending as a training method so that they can handle the issues by themselves in the future.

Shop Stewards requests for release time for the purposes outlined above shall be made no later than the day before a scheduled meeting. Such a request shall not be unreasonably denied, and shall not disrupt or impede work flow or agency operations.

## 2.7 Number of Stewards

The Union shall designate a reasonable number of shop stewards for the SEIU represented unit. The Union shall provide the name of the designated shop stewards to HPSJ at the beginning of each calendar year and whenever there is a change in the list of Stewards. The list shall show the employee name, classification, department and work location.

## 2.8 HPSJ Facilities Use

HPSJ facilities shall be available to SEIU as follows:

### a. HPSJ Buildings

SEIU shall be granted access to meeting rooms, per prior arrangement with an approval by HPSJ's designated representative, and in accordance with section 2.5 (B) above in order to meet with HPSJ employees provided space can be made available without interfering with agency needs. Employees may attend such meetings during non-duty time as defined in 2.5 (B) above.

### b. Bulletin Boards

HPSJ shall designate bulletin boards for Union uses under the following conditions:

- Material shall be posted on space as designated.
- Posted material shall bear the name of the Union.
- Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
- If posted material is perceived as libelous or slanderous, a meeting will be called with SEIU 1021 within five (5) days of posting to discuss the material.
- Material shall be neatly displayed and shall be removed when no longer timely.
- Only designated SEIU representatives shall remove or post bulletins.

## 2.9 Financial Reports

Annually, SEIU shall provide HPSJ with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to covered employees. Failure to provide such a report within sixty (60) days after December 31 of each calendar year shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

## 2.10 Union Release Time

SEIU representatives shall be allocated a total of twenty (20) hours for Union business for this bargaining unit for each 365-day period or part thereof under this MOU. The Union shall pay to HPSJ the cost of such representatives' HPSJ salary for this period in cash or method to be agreed upon by the VP of Human Resources and SEIU.

## 2.11 SEIU Officer Release Time

An SEIU member that is elected as an Officer will provide notification to the Human Resources department at the time of election.

Specified bargaining unit employees elected to union-wide office within SEIU 1021 may be afforded reasonable release time to travel to and attend meetings which are required due to the duties of their union-wide office. Reasonable release time will be dependent upon the operational needs of the individual department to which the employee is assigned and shall not exceed twelve (12) days per calendar year. The twelve days (12) per year will count towards hours worked.

Upon the signing of this MOU the Union agrees to provide the Chief Executive Officer or VP of HR with a copy of the SEIU constitution and by-laws which shall include the duties of each union wide officer.

The Union shall reimburse HPSJ for all costs associated with the release time of the specified union wide officers. Reimbursement for all costs associated with the release time of the specified union wide officers shall be made to HPSJ within thirty (30) calendar days of such release time absence. The affected employee shall notify their supervisor of the hours to be invoiced to SEIU. HPSJ will submit and invoice to SEIU.

## **SECTION 3 INSURANCE**

### 3.1 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first of the month following 30 days of employment as a regular employee or as a part-time employee working 20 hours a week or more.

### 3.2 Health Insurance Options

HPSJ shall explore the option of providing two (2) different insurance carrier options for health insurance coverage for eligible employees and dependents. All carriers will be asked to bid HPSJ a PPO and an HMO plan. HPSJ will share progress via the HIIC. HPSJ may modify the number and type of plans available, subject to negotiations. Health plans offered to employees may be either self-funded by HPSJ or fully insured. If any plan is self-funded, a plan document shall be adopted by HPSJ. Employees may opt-out of health insurance coverage during each open enrollment period.

#### a. Health Insurance Informational Committee

HPSJ will establish a Health Insurance Informational Committee composed of representatives from SEIU and HPSJ. The Committee's purpose will be to ensure transparency, information transfer and education to employees regarding HPSJ employee Benefits programs. The union shall appoint a SEIU Field Rep and up to three (3) representatives to serve as members of the Health Insurance Informational Committee. Upon request from the Union, HPSJ shall allow said representatives reasonable time off without loss of pay or benefits for the purpose of performing their duties (attending quarterly meetings and educational/informational presentations to staff – as approved by HPSJ). The Health Insurance Informational Committee shall meet quarterly unless cancellation is mutually agreed upon by HPSJ and the Union.

### 3.3 Health Insurance Premiums

HPSJ will pay ninety percent (90%) of the employee's medical premium and the employee shall pay ten percent (10%) of the premium for the HPSJ designated HMO. HPSJ will pay sixty-five percent (65%) of dependent care and the employee shall pay thirty-five percent (35%) of the designated HMO plan. The employee may elect to buy up on any other offered plan at the expense of the employee. Refer to Section 3.11 —Continuation of Insurance Benefits While on Leave.

The increase in employer contribution for dependent care shall be effective January 1, 2020.

### 3.4 Consolidated Omnibus Budget Reconciliation Act (COBRA)

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), any HPSJ employee who is covered by HPSJ-offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents elect COBRA coverage and pay their applicable premiums by the due date.

### 3.5 Health Plan Information

Prior to any changes in the health benefits, HPSJ shall notify the Union and meet and confer regarding proposed changes whereas there will be an effect on SEIU bargaining unit members.

### 3.6 Dental Insurance

- a. HPSJ shall provide an option for dental insurance coverage for eligible employees and dependents dental plans. HPSJ shall pay one hundred percent (100%) of the employee-only premium and seventy five percent (75%) of the dependent cost. The employee shall pay twenty five percent (25%) of premium costs for dependents.
- b. Orthodontia coverage for dependents will be available through the dental plan for employees electing dependent coverage pursuant to the dental plan document.
- c. HPSJ shall explore the option of providing two different dental insurance carriers for

eligible employees and eligible dependents.

### 3.7 Vision Insurance

- a. HPSJ shall provide vision insurance coverage for eligible employees under HPSJ's vision insurance provider for the life of this MOU. HPSJ shall pay the employee-only premium and any increases thereof for the term of this MOU. Cost sharing premiums for vision insurance shall be the same as dental insurance for employee and dependents.
- b. HPSJ shall explore the option of providing two different vision insurance carriers for eligible employees and eligible dependents.

### 3.8 Life Insurance

HPSJ will continue to provide Basic Life and Accidental Death & Dismemberment coverage at no cost to employees at the levels and under the terms of the HPSJ 2015 Employee Benefit Guide.

### 3.9 State Disability Insurance

Employees in this bargaining unit shall purchase at the employee's expense State Disability Insurance. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury that is not job related. Employees receiving benefits from State Disability Insurance and supplementing those benefits with accrued paid time off to receive a full paycheck shall receive HPSJ contribution to their health, dental, vision, life insurance and retirement, if applicable.

### 3.10 Flexible Benefits (FSA)

Employees in this bargaining unit shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRAC sections and regulations) which permits the payment of insurance premiums, reimbursement of eligible dependent care costs, and un-reimbursed healthcare expenses with pre-tax dollars.

### 3.11 Continuation of Insurance Benefits While on Leave of Absence

When an employee is on an authorized leave of absence without pay, or receives insufficient pay to cover the premium cost, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) bi-weekly pay periods on enrolled coverage to the extent allowed by HPSJ policies and as required by law, provided that such employee shall pay the applicable (employee and employer) premiums upon due date. Specific arrangements for such coverage shall be made with Human Resources.

Employer share of premiums will be paid as allowed by HPSJ policies and required by law during employees leave.

### 3.12 Employee Assistance Program (EAP)

Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP). The EAP program is available to all employees and their eligible dependents. HPSJ shall pay for the cost of the Employee Assistance Program (EAP).

## **SECTION 4 LEAVES FROM EMPLOYMENT**

Leaves from employment are considered when

Absences related to illness:

- Employees may use accrued Paid Time Off (PTO) or floating holiday for absences related to illness.
- Employees must inform their supervisors of the type of leave they wish to use before the end of the pay period in which the absence occurred.

Absences not related to illness

- Employees may use accrued PTO or floating holiday for this purpose.

All time off is subject to approval per the HPSJ Time Off Procedures.

### 4.1 Paid Time Off

Employee will be entitled to accruals based HPSJ TIME OFF AND LEAVE SCHEDULE, effective at the date of ratification and included in Appendix B of this contract.

For the purpose of this Section, "immediate family" means the spouse, domestic partner, child, step-child parent, stepparent, sibling, grandparent or grandchild of the employee; or the child, step-child, parent, stepparent, sibling, grandparent or grandchild of the employee's spouse or domestic partner, or defined groups standing in loco parentis.

Subject to the conditions specified in this MOU paid time off leave may be authorized for any of the following reasons:

- a. Illness or, injury of the employee;
- b. Medical, dental or optical care of the employee;
- c. Illness or injury of a member of the employee's immediate family which requires the employee to tend, care for, or otherwise provide for the care of such person, as required under the Kin Care Laws.
- d. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more

than the employee's regular salary.

- e. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate.

Each department supervisor shall make every possible effort to ensure that paid time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the department supervisor has final authority to grant or deny such request.

#### 4.2 Holidays

The following days are established as regular holidays for employees of HPSJ:

- January 1 - New Year's Day
- The third Monday in January - Martin Luther King, Jr.'s Birthday
- The third Monday in February - Washington's Birthday
- The last Monday in May - Memorial Day
- July 4 - Independence Day
- The first Monday in September - Labor Day
- Any November day designated as Thanksgiving Day
- The Friday following the day designated as Thanksgiving Day
- December 25 - Christmas Day
- All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and adopted by the Commission.

#### 4.3 Regular Holiday - Weekend Observance

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the regular holiday.

When a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Employees who are scheduled to work and who work on a regular holiday that falls on a Saturday shall be compensated in accordance with Section 4.4 of this MOU. When an employee is scheduled

to work and works on a regular holiday that falls on a Saturday, the preceding Friday is not observed as a floating holiday.

#### 4.4 Regular Holiday Compensation

Regular full-time, regular part-time and Introductory Employees are eligible for paid Regular Holidays, provided the following criteria are met:

- a. Employees in non-exempt positions
  - The employee is in paid status - the employee is working or receiving either sick or PTO on their scheduled work day before and after the holiday (unless specifically excluded under HPSJ's Leave of Absence policy); and
  - The employee is normally scheduled to work the day on which the holiday falls.
- b. Employees in exempt positions
  - The employee is normally scheduled to work the day on which the holiday falls.

Employees in non-exempt positions will receive holiday pay based on their straight-time pay rate and the number of hours they would have worked on the holiday. Employees in non-exempt positions who work on a regular holiday will receive holiday pay based on one and one-half times their straight-time pay rate and the number of hours they worked on the holiday.

Employees in exempt positions will receive their regular pay for the week in which a regular holiday falls, whether or not they work the holiday.

#### 4.5 Floating Holidays

Regular full-time and regular part-time employees receive four (4) paid floating holidays for Veterans Day, Columbus Day, Employee's Birthday, and Lincoln's Birthday. The floating holiday will be added to the employee paid time off accruals at the time the holiday occurs, except for the employee's birthday, which will be added the second full pay period in January or the second full pay period for new hires. This holiday may be used for vacation, illness or other reasons. However, it may only be used after completion of the first 90 days of the initial Introductory Period.

The floating holiday is not carried over from year to year – if it is not used by the end of the calendar year it is forfeited, unless still in initial introductory period.

Employees in non-exempt positions will receive holiday pay based on their straight-time pay rate and the number of hours they would have worked on the holiday but no more than 8 hours per day for full time employees and 4 hours a day for part-time employees. Employees working a flex schedule will be required to use PTO for any hours over the maximum hours.

#### 4.6 STATUTORY LEAVES

HPSJ is required to follow all applicable State and Federal leave laws for its employees. Listed below are leaves that are subject to rules and regulations not set by HPSJ as of the effective date of this MOU. Statutorily mandated leave categories and the requirements established for those leave categories may change from time to time, and HPSJ will make adequate changes to policies and practice to reflect any such updated legal requirements during the term of this MOU. More information is included in HPSJ Policies and Procedures on the following leaves.

a. Family and Medical Leave Act & California Family Rights Act Leave

The Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) entitle eligible employees up to 12 workweeks of unpaid leave within any 12-month period. HPSJ will comply with FMLA and CFRA maintaining all right and provision that are permitted by FMLA and CFRA.

b. Pregnancy Disability Leave (PDL)

Pregnancy Disability Leave allows employees who are disabled due to pregnancy, childbirth or related medical conditions to take a pregnancy-related disability leave for the period of actual disability, up to a maximum of 4 months, for each pregnancy. The duration of the leave is determined by the employee's physician, which a certification may be required by the employer to verify. PDL under the rights provided in the MOU shall cover the delivery of a miscarriage or late fetal loss.

c. Military Leave (Active & Reserve Service)

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who, under certain circumstances, voluntarily or involuntarily leave employment positions to undertake uniformed military service. In general, eligible employees may perform service in the uniformed services for a cumulative period of up to five years and retain reemployment rights with HPSJ.

d. Military Family Leave (Qualifying Exigency Leave)

Under the Family and Medical Leave Act (FMLA), an eligible employee whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status is entitled to 12 weeks of leave to address certain qualifying exigencies ("Qualifying Exigency Leave").

e. Workers' Compensation Leave

Workers' Compensation law provides time off and wage replacement to employees who are injured or become ill for reasons arising out of, or in the course of, employment. Workers' Compensation disability leave will be granted for the period of actual medical disability.

f. Kin Care

Eligible employees may use up to ½ their yearly accrued and available PTO or FH (or an equivalent amount of sick leave, if the employee has a sick leave balance) for the diagnosis, care or treatment of an existing health condition, or preventative care for an employee's eligible family member, as defined below, applicable by law, or for an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes allowed by California's paid sick leave law. Leave taken under this section does not extend the maximum period of leave to which an employee is entitled under FMLA or CFRA.

g. Organ and Bone Marrow Donation Leave

An employee may take a leave of absence with pay for the purpose of being an organ or bone marrow donor. Leave for organ donation shall not exceed 30 work days in any 12 consecutive month period. Leave for bone marrow donation shall not exceed five work days in any 12 consecutive month period. Leave under this section need not be taken consecutively but shall not exceed the amount of leave prescribed above. Bone marrow and organ donation leave does not run concurrently with FMLA/CFRA leave.

h. Jury Duty Leave

HPSJ encourages its employees to fulfill their civic responsibilities by serving jury duty when required. Any regular full time or part time or introductory period employee absent from work for service as a juror, will be granted time off for the length of the jury service.

The employee will receive his/her regular base pay for jury service up to the maximum of 10 days. After the maximum is reached, the employee must use PTO for the remainder of the jury service.

i. School Activity (School Partnership Act)

HPSJ encourages employees to be involved in activities at their children's schools. Employees are eligible for the maximum 40 hour per calendar year.

j. School Appearance Leave (School Partnership Act)

HPSJ will grant time off to employees to attend to matters that involve their children from in day care, kindergarten, or grades one through 12, as applicable by law.

k. Time Off for Crime Victims

An employee who is a victim of a qualifying offense may take time off from work to appear in court at any proceeding, including delinquency proceedings, involving a post-arrest release decision, plea, or sentencing, a post-conviction release decision, or any other proceeding in which a right of the victim is at issue.

l. Victims of Domestic Violence, Sexual Assault or Stalking

To be eligible to take time off for this purpose the employee must qualify as a victim of domestic violence, sexual assault or stalking as defined by the California Labor Code, and provide certification of the need for the time off within a reasonable time period. Certification may include, but is not limited to, a police report, a report from a medical professional, a court order or other evidence of a judicial proceeding.

Accommodations for victims will be addressed according to Personnel Policy, Accommodations.

m. Time Off To Vote

All employees are eligible for paid time off to vote in statewide elections where the employee is unable vote outside of scheduled work hours. Time off taken for this purpose must be taken at the beginning or the end of the employee's scheduled work day. Employees are eligible for up to two (2) hours or what is legally required. Employee shall request time off at least two days in advance in accordance with the PTO approval process.

n. Volunteer Civil Air Patrol

HPSJ will grant time off to employees who must take time off to perform emergency duty as a civil air patrol volunteer. Employees are eligible for 10 unpaid days per calendar year (single leave not to exceed 3 days)

o. Volunteer Civil Service

HPSJ will grant time off to employees who must take time off to perform emergency duty as a volunteer\*firefighter, a reserve peace officer or emergency rescue personnel. Employees are eligible for 14 days per calendar year.

p. Witness Duty

HPSJ will grant time off to employees who subpoenaed to appear as a witness as needed. Employees are paid for work-related; unpaid for other.

4.7 OTHER LEAVE BENEFITS:

a. Bereavement

Bereavement leave is provided to employees in the event of the death of an immediate family member (spouse, domestic partner, child, step-child, sibling, parent, stepparent, grandchild, grandparent or the child, step-child, sibling, parent, stepparent, grandchild or grandparent of the employee's spouse or domestic partner). This leave may be utilized to attend a funeral or memorial service and to make necessary arrangements associated with the death. Time may be granted in consecutive and non-consecutive days. Such leave will be paid up to three (3) days.

b. Continuing Education

Regular full and part-time employees may use PTO for continuing education and to attend training and education activities. Time off taken for this purpose must be approved.

c. Witness Duty

HPSJ may grant time off to employees who are subpoenaed to appear as a witness.

An employee called or subpoenaed for work-related witness duty will be granted paid time off for the length of the witness duty. An employee called for work-related witness duty will receive his/her regular base pay during the leave and overtime, if applicable.

An employee called for witness duty that is not work-related will be granted leave subject to business needs. Time off for witness duty that is not work related is unpaid. However, employees may use PTO or floating holiday during the leave.

## **SECTION 5 MERIT INCREASES AND OTHER COMPENSATION**

In recognition of continuous service and overall performance HPSJ's base salary is a performance based pay plan. The appropriate range of compensation for each HPSJ job is determined through an assessment of external and internal equity and value. Within those ranges, employee salaries are determined by performance relative to job requirements, as assessed during the performance evaluation process.

### **5.1 Salary Structure Design and Maintenance**

- a. The salary structure is a series of salary grades into which each job is assigned. Each grade has a minimum, midpoint and maximum.
- b. HPSJ will complete a compensation survey one hundred twenty (120) days prior to the expiration of the contract.
- c. All salary grades modified by the 2019 salary survey shall be moved pursuant to Attachment 1. Employees whose salaries are below the minimum of their modified salary grade shall receive an increase to that minimum pursuant to Attachment 2, effective the beginning of the first full pay period after ratification of this MOU and approval by the HPSJ Health Commission.

### **5.2 DEFINITIONS**

#### **Salary Grade**

A salary grade is a range of base salary amount for jobs that are in that grade. Multiple jobs can be in a single salary grade because those jobs are substantially similar, as determined by external and internal value. The jobs in a salary grade are treated alike for salary administration purposes, even though the individuals in those jobs may earn different salaries.

### Range Minimum

The salary range minimum represents the lowest salary for a job in the grade. Typically employees who meet the qualifications with beginning skill-level for a job are paid close to the range minimum.

### Range Midpoint

The salary range midpoint falls halfway between the salary range minimum and maximum. The salary range midpoint approximates the median salary paid in the labor market for the jobs assigned to the grade.

### Range Maximum

The salary range maximum represents the highest salary for a job in the grade. Typically employees with significant experience and sustained above average performance are paid between the midpoint and maximum of the range.

## 5.3 MERIT INCREASE

### a. Annual Merit Increase

Merit increases are considered in conjunction with an employee's one year employment anniversary, and during the annual performance review process in the fall of each year.

HPSJ may provide merit increases when the organization has the financial ability to pay. The amount of the increases may be available based on performance and benchmark salary range data analysis.

Merit increase will be provided when HPSJ is meeting the minimum state requirement for no reporting to the state of the Tangible Net Equity ("TNE") plus 70% and the annual projections of the net income are met. If HPSJ does not have a negative income for the past fiscal year, employee would be eligible for an increase based on meeting individual performance standards:

0-1%	Unsatisfactory
3%	Satisfactory
5%	Exceeds Expectations

An employee that receives an overall rating of Unsatisfactory, where there is no evidence or documentation that the employee had been counseled or notified of the unsatisfactory performance during the evaluation period, that employee may file, within 10 days of receiving the performance rating, an appeal with the VP of Human Resources, The VP of Human Resources will review and has the authority to change the performance rating as appropriate.

b. Market/Equity Adjustment

On occasion, HPSJ may determine that an employee's salary is not consistent with internal or external equity. In these cases, a salary adjustment may be considered. However, these adjustments are infrequent and, if done, are separate from the merit increase process.

c. Reduction Based on Demotion

Salary reductions are generally imposed upon demotion and are based on the employee's current pay level and the appropriate pay level in the new salary range.

d. Red Circle Salary

An employee's salary may be above the maximum of the salary range if the employee's job is assigned to a lower salary grade, or for other reasons. An employee whose salary is above the maximum of the salary range for his/her job is designated as "Red Circled." An employee whose salary is red circled is not eligible for a salary increase until his/her salary falls below the maximum of the salary range. An employee within a Red Circled Salary shall not receive a deduction in their salary range.

e. Green Circled Salary

An employee's salary may fall below the minimum of the salary range if the employee's job is assigned to a higher salary grade, if the salary structure is adjusted upward, or for other reasons. An employee whose salary is below the minimum of the salary range for his/her job is designated as "Green Circled." An employee whose salary is green circled, and whose performance is at or above expectations, may be reviewed for a salary increase.

f. MOU Ratification One-Time Payment

A one-time lump sum payment of \$1,200.00 shall be paid to all employees in the bargaining unit effective the first full pay period after ratification of the MOU and approval by the Commission. To be eligible, employees must be employed as of the date the MOU is adopted.

5.4 OTHER COMPENSATION

a. Bilingual Pay

Employees may receive up to four percent (4%) bilingual pay if they are in jobs that require bilingual skills (as determined by the department director), are required to use these skills at least twenty percent (20%) of the time.

b. Call-Back Pay

A call-back occurs when HPSJ calls an employee back to work after an unpaid break during the same work day. The call-back may be after a regular workday ends or on the employee's schedule day off.

The amount of call-back pay is dependent upon how many hours the employee is scheduled to work, and includes:

- All time spent in travel to and from the workplace; and
- All time from the moment the employee reports to work to the moment they leave, whether the time is spent working or waiting for work.

If an employee requests time off during a workday for personal reasons, the interruption does not count as a call-back.

Call-back pay is calculated at the employee's regular rate of pay. An employee who receives a call-back may also be eligible for overtime pay, a reporting time premium or a split shift premium, as explained below.

c. Downtime Pay

If, during the course of the day, an unexpected period of downtime occurs, employees will be paid in the following manner:

- For all hours worked before the downtime occurred; and
- For two hours, or the number of hours between the downtime and the time employees are dismissed for the day, whichever is greater.

For example, an employee worked four (4) hours before the downtime occurred, and is held at the worksite for three hours before he/she is dismissed would receive four hours of pay for hours worked, plus three (3) hours of downtime pay.

The Chief Executive Officer or designee will determine whether or not employees will remain at work or be dismissed for the remainder of the day.

Employees who are dismissed may use PTO to cover the difference between hours worked plus downtime pay, and the number of hours the employee would have worked that day. For example, an employee who normally works eight (8) hours on a particular day worked four hours and received two hours of downtime pay. The employee would have the option to use two (2) hours of PTO.

Downtime pay is calculated at the employee's regular rate of pay. An employee who receives downtime pay may also be eligible for overtime pay, a reporting time premium or a split shift premium, as explained below.

d. Reporting Time Premium

An employee who reports to work at HPSJ's request and is not provided with work for the full scheduled workday will be paid for all hours worked. In addition, employees will be paid an additional amount (a "reporting time premium") according to the guidelines below. The amount of reporting time pay depends on the number of hours the employee is scheduled to work and whether the employee is reporting to work on a scheduled workday or on a day off.

An employee reporting to work for the first time on a scheduled workday will be paid for:

- At least two (2) hours, if scheduled to work between four hours or less; or
- Half the hours scheduled (up to a maximum of four hours), if scheduled to work more than four (4) hours.

An employee reporting to work on a day off, or for the second time on a scheduled workday, will be paid for all hours worked, but not less than two (2) hours.

No reporting time premium will be paid when the employee causes a shortened workday, the lack of work is caused by an event beyond HPSJ's control, or the employee is on controlled standby (as explained below).

- Reporting time premiums are calculated at the employee's normal base rate.
- Reporting time premiums are not used in the calculation of overtime.

Employees who are sent home due to lack of work may use accrued time to cover the time not paid by reporting time pay.

e. Standby Pay

An employee is considered on controlled standby if HPSJ puts conditions on the employee while he/she is on standby that substantially interfere with the employee's ability to use the time for personal pursuits - for example the employee must be able to return to work within a specified time.

Controlled standby is considered work time, and employees will be paid their regular rate of pay for this time. Controlled standby is used in the calculation of overtime.

f. Work Above Class

The manager, or designee, may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed fifteen (15) works days in a thirty (30) day calendar period. If an employee is assigned to a classification within a higher salary range for more than fifteen (15) days the employee shall be compensated on the 16th day at the amount equal to what the employee would receive if promoted to a

higher class, or 5% if class does not exist. Such assignment must receive approval of the manager or designee. Assignments to cover routine time off or vacations may not be considered as working out of class when doing 'di minimums' duties such as checking email and responding to general day to day questions. The employee must be completing the full functions of the job or performing duties above their salary range at least fifty one percent (51%) of the time.

g. License/Certificate Fees

HPSJ will reimburse renewal fees for licensure for employees who work in positions where licensure is stated in the job description as either required or preferred, provided the employee supplies documentation for reimbursement according to HPSJ procedure.

HPSJ will not reimburse late fees or penalties, fees or penalties associated with disciplinary actions, multiple attempts to renew licensure, or any other fees not associated with license renewal.

It is the responsibility of the licensed employee to keep his/her license current. Payment of licensure fees is subject to the availability of funds, and reimbursement amounts may be temporarily reduced or eliminated at the sole discretion of the Chief Executive Officer.

h. Mileage and Travel Expenses

Time spent traveling in excess of the normal commute time to and from the regular work site. Travel time does not include meal breaks.

Employees who attend an approved work function (for example, a conference) away from the regular work site will be paid travel time to and from the work function.

Employees will be paid from the time they leave their house until they reach their destination, or until they no longer perform work. HPSJ's obligation to pay travel time ends once the employee is free to do what he/she chooses.

Employees must take meal and rest breaks, even when travelling, and are expected to keep an accurate account of their time while travelling according to Personnel Policy, Timekeeping.

Travel time will be paid for the shortest route (by time) using customary and usual transportation.

Eligible employees receive their regular rate of pay for travel time. Travel time is considered time worked and is included in the calculation for overtime.

Employees will also be paid mileage when using their personal vehicle for work-related travel according to HPSJ's Expense Reimbursement policy.

When it is possible HPSJ will provide advanced travel pay when requested by the employees.

The mileage allowance shall be paid in accordance with the Internal Revenue Service.

## 5.5 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he/she is entitled for that pay period (by no fault of the employee): Step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of \$100 in terms of gross pay. If presented by noon on payday, shall be paid within two (2) working days of presentation of the claim to the CEO or designee. Overtime exceptions shall be paid no later than the follow paycheck.

All payroll errors resulting in gross pay overpayment, net pay overpayment or granting of other compensation or benefits in error must repaid to HPSJ in the same manner that the overpayment occurred. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked or misclassification of hours worked.

## **SECTION 6 DAYS AND HOURS OF WORK - OVERTIME**

### 6.1 Work Week

Unless otherwise provided for in this MOU or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensated per bi-weekly pay period and is predicated upon a forty (40) hour work week. A bi-weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to HPSJ except as otherwise provided.

The workweek is from Monday at 12:00 am to Sunday at 11:59 pm. The normal workweek is forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days per week.

### 6.2 Work Site Closure

If the CEO or designee closes a work site because it is unsafe or because work operations cannot be carried out, employees who are scheduled to work and who are not reassigned to alternate work duties and are subsequently sent home shall receive regular pay for the remainder of the scheduled work day.

HPSJ will make all reasonable efforts to reassign employees affected by such situations and may continue regular pay for the affected employees for the duration of the closure.

All attempts shall be made by the CEO or designee to locate other work as quickly as possible.

### 6.3 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all regular work hours shall be considered "hours worked." PTO and other non-worked leave hours shall not be included when determining eligibility for overtime compensation. If, in the judgment of a CEO or designee, work beyond an employee's normal work day or work week is required, the CEO or designee may order such overtime work. The CEO or designee will give reasonable advance notice of such schedule changes, except in unusual or unforeseen circumstances. Except as provided elsewhere in this Section, employees shall be eligible for overtime compensation as follows:

- For employees working a normal work schedule of eight (8) hours a day, five days a week:
- Time-and-one-half for all hours worked in excess of eight (8) in one day or 40 in one week, or for the first eight hours worked on the seventh consecutive day in any workweek; and
- Double time for all hours worked in excess of twelve (12) hours in one day, or in excess of eight (8) hours on the seventh consecutive workday in any workweek.
- For employees working a compressed work-week:
- Time-and-one-half for all hours worked in excess of the agreed upon compressed workweek schedule, or the first eight hours on days worked in excess of the scheduled workdays for the workweek, or more than forty 40 hours in a workweek; and
- Double time for all hours worked in excess of 12 in one day, or in excess of eight hours on days worked in excess of the scheduled workdays for the workweek.

### 6.4 Salaried Non Exempt

Salaried non-exempt employees will follow all overtime rules within this, section. Salaried non-exempt employees will be required to track any hours worked over forty (40) hours in a workweek or eight (8) hours in a day unless on an alternative work schedule, shall be counted as overtime pay.

### 6.5 Rest Periods

To promote maximum productivity and morale, it is the policy of HPSJ that each employee shall be entitled to one (1) rest period not exceeding fifteen (15) minutes each, for each four (4) hours worked. Such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each employee's work day. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

### 6.6 Meals

Employees who work more than five (5) hours in a day will receive at least a thirty (30) minute unpaid meal break. If the workday is six (6) hours or less, the employee may request that the meal

period be waived. Meal breaks must be taken as scheduled, preferably in the middle of the work day.

Employees may work through their meal breaks in certain circumstances, and only upon approval of their supervisor. This is permitted only when the nature of the work prevents an employee from being relieved of all duty, and when both the employer and the employee agree. These meal breaks must be paid. Employees are not permitted to combine rest and meal breaks.

Employees who feel they cannot take their rest and meal break must notify their supervisor.

## 6.7 Alternative Schedules

### a. Flextime

A schedule in which the employee works eight hours a day, five days a week, however, the employee may report to work before or after 8:00 a.m. - for example, 7:00 a.m. to 4:00 p.m.

### b. Compressed Workweeks

- Compressed work schedules, which do not violate the Fair Labor Standards Act, overtime provisions of this MOU, or HPSJ Compressed Work Schedules Policies, include:
- 8-10's: Eight days per pay period, ten hours per workday; or
- 3-10's and 2 - 5's: Three ten-hour workdays and two five-hour days per workweek; or
- 4, 9's and 1, 4: Four nine hour workdays and one four hour workday per workweek
- 9, 80's: 4, 9's and 1, 8 for one week and the following week 4, 9's.
- 4-10's: Four ten hour workdays per week

## 6.8 Mandatory Overtime

Overtime is a condition of employment. This means that employees are expected to work overtime when business needs require it. Management staff shall give employees reasonable notice of the need to work mandatory overtime.

## 6.9 Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in Section 6.3 above or as described in the applicable alternate work week agreement.

## 6.10 Reassignment

HPSJ and SEIU agree that when involuntarily reassigning an employee, it shall be done in the inverse seniority of the qualified employees.

## **SECTION 7 EMPLOYEE STATUS**

### 7.1 Regular Full-Time

Staff who have successfully completed the probationary period and are scheduled to work 30 to 40 hours per week.

### 7.2 Regular Part-Time, With Benefits

Staff who have successfully completed the probationary period and are scheduled to work 20 to 30 hours per week.

### 7.3 Regular Part-Time, With Limited Benefits

Staff who have successfully completed the probationary period and are scheduled to work less than 20 hours per week.

### 7.4 Regular Full Time, Salaried Non – Exempt

Employee receives a salary for a regular forty (40) hour work week and is also paid over time for any hours worked over forty (40) hours in a work week, or 8 hours in a day, unless employee has been approved for an alternative work schedule.

### 7.5 Temporary

Temporary employees are hired to assist HPSJ in accomplishing work when existing staff cannot meet the demand. Temporary employees may work a full-time or part-time schedule not to exceed 90 consecutive days, unless it is due to a special assignment, in which is agreed upon in advance by HPSJ and the Union. After the 90<sup>th</sup> day if employees have successfully completed the selection and interview process they will be converted to full or part time employees. If they are hired after the 90<sup>th</sup> day they will be excluded from completing their probationary period.

## **SECTION 8 RETIREMENT**

### 8.1 CalPERS

Employees of HPSJ have their retirement through CalPERS. Employer contribution amounts are set by CalPERS and are adjusted on an annual basis (refer to agency Contribution Schedule). The benefit amount varies by age and years of service.

## 8.2 401 (a) Plan

Employer contributions to the 401 (a) will be 3.75% per pay period. This will report annually for the life of this MOU.

## **SECTION 9 WORKER'S COMPENSATION**

HPSJ provides workers' compensation insurance for all employees and pays the full cost of this coverage. For an employee to receive benefits, the injury or illness must arise out of, or in the course of, his or her employment with HPSJ. This is no-fault coverage, which means, in general, that an injured worker is entitled to benefits without regard to negligence or fault. However, benefits can be denied or reduced under certain circumstances. In addition, while it is HPSJ's intent that employees who have legitimate claims will receive benefits due under workers' compensation, it also strongly supports all laws designed to protect it against fraudulent claims or fraudulent extension of claims.

Workers' compensation benefits include time away from work for recovery purposes, partial payment of lost wages, and payment for required medical treatment and/or vocational rehabilitation. The benefit amount is set by HPSJ's workers' compensation carrier, in accordance with California law. If an employee is unable to return to work or a light duty assignment due to a work related illness/injury, the employee may begin collecting temporary disability payments after the waiting period of three (3) days. With the commencement of temporary disability payments, the employee may use accrued paid time off in an amount such that the combination of accrued paid time off and temporary disability payments equals the employee's regular salary. When and if the employee's accrued paid time off is exhausted, the employee shall be on unpaid leave and will not accruing paid time off until it is determined that recovery from disability is sufficient to release the employee to return to work or it is determined that the employee's disability is permanent and the employee will be unable to return to work.

Medical care for work-related illnesses and injuries will be provided by approved industrial medical facilities or the employee's personal physician. If the employee has completed a Designation of Personal Physician form. HPSJ participates in a medical provider network (MPN), which means that treatment for work-related illnesses and injuries must be provided by a physician or facility that is within the network.

### 9.1 Physical Examinations

Employees required to take a physical examinations to maintain licenses or employment with HPSJ shall be given physical examinations at a medical facility of HPSJ's choosing at no cost to the employee. The employee may elect to seek an examination with a different physician, but will do so at the expense of the employee.

## **SECTION 10 EVALUATIONS AND PERSONNEL FILES**

HPSJ shall provide performance appraisals to employees on a regular schedule, consistent with the performance evaluation process as outlined in HPSJ policies and procedures. Any change to the HPSJ policy and procedure that is referenced in this section shall be subject to negotiations

Any regular or special evaluation with a rating of "unsatisfactory" may include plans for employee development. An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his/her personnel file along with the evaluation.

#### 10.1 Employee Personnel Files

Any employee or his or her SEIU designated shop steward shall have the right, upon request, to inspect and copy all materials related to a grievance in his/her personnel file, with the exception of material which the HPSJ is permitted, or required by law, to withhold from the employee. A Records Request Form is required to be completed and signed by the employee prior to the inspection of the file or copies of the employee file.

Such request, inspection, and copying shall be made at a time when the employee is not on duty and at the expense of the employee. All reviews and copying shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

An employee shall be notified of any intended entry into his or her personnel file which is deemed to be derogatory in nature, other than formal evaluations. After receiving notice of such intended entry including a copy of the relevant document(s), the employee shall have a right to submit a written response within fifteen (15) working days. Any such response will be submitted at a time when the employee is not on duty.

#### 10.2 Letters of Reprimand

HPSJ may consider removing a letter of reprimand from the employee's personnel file after two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand. The employee or employee representative must make the request in writing for it to be removed.

The request must be directed to the VP of Human Resources.

Any letter of reprimand older than two (2) years old shall not be used as basis of discipline or used as a basis for furthering discipline. The exception to this would be any discipline relating to harassment, discrimination or insubordination. Discipline that may be derogatory in nature and resulting in the employee being suspended for more than one week.

### **SECTION 11 SENIORITY/LAYOFFS/RECALL/CONTRACT WORK**

#### 11.1 Layoffs Definition

A layoff is defined as the involuntary separation or permanent reduction in work hours of a regular employee due to lack of work, business reorganization, loss of funding and/or other financial hardships. Decisions about when to conduct, the scope of, and positions affected by a layoff are determined by HPSJ.

Temporary, Contract or Consultant employees do not have rights under this Layoff provision.

## 11.2 Meet and Confer/Notice

HPSJ will give a notice of anticipated layoff to the SEIU Union Staff Representative and affected employees as soon as possible, but no later than 14 fourteen calendar days prior to the effective date of the layoff. Notice to the Union and employee shall include the reasons for the layoff and his or her seniority and options, (outlined in 11.4 of this Section), if any. Upon request of the Union, HPSJ shall meet and confer with the Union regarding the impacts of the layoff.

## 11.3 Layoffs

Seniority and classification by department shall be the determining factors for order of lay-off and recall. Layoff of regular employees shall occur by classification selected by management and shall be in order of seniority within the department.

Employees will be laid off in the following order:

- a. Temporary workers, contract workers or consultants are released before probationary employees in any affected job classification.
- b. Probationary employees in the affected job classification and department are to be laid off before regular full-time or part time employees.
- c. Employees with documented disciplinary actions within the past year will be laid off following probationary employees (unless the disciplinary action is being appealed and not considered final then this will not apply).
- d. Employees with the least seniority will be laid off before employees with more seniority within the department and classification.

## 11.4 Layoff Options

Employees subject to layoff may have the following options within the department:

- a. Transfer to a vacant position in the same classification and department, if qualified.
- b. If the affected employee is the employee with the least seniority within the classification, the employee may transfer to a lower position within the classification within the department, if such a position exists. This may occur if the employee previously held the position or is deemed qualified for the position by management. The employee may not select a position in another department unless management provides this to the employee as an option due to operational compatibility.
- c. If the affected employee is still least senior, he/she may elect to return to the last

open position for which he/she completed probation.

#### 11.5 Recall from Layoff

Employees who have been laid off and maintained satisfactory or higher job performance during their employment will be contacted prior to considering other candidates for vacancies in any department for the job class they occupied, or any job class in which they held regular, full-time/part-time status and continue to meet job class qualifications for a period of one (1) year.

If an employee is recalled from layoff they shall be granted restoration of all benefits, accruals and seniority available to such employee as of the date of layoff. The period of layoff shall not be considered a break in service.

#### 11.6 Seniority

HPSJ Seniority shall be defined as follows:

- a. The date of hire in a regular full-time or part-time position. Seniority does not include time spent performing temporary, consultant, or volunteer work.
- b. Time spent working in a particular classification and department.
- c. Seniority shall be calculated by hours worked, non-overtime hours worked in a position.

#### 11.7 Ties in Seniority

In the event of a tie in job classification seniority, the tie breaker will be total HPSJ seniority - the employee with the most seniority within the classification and the department will prevail.

#### 11.8 Contract work

HPSJ shall agree to meet and confer over the contracting out of SEIU bargaining unit work.

Upon the time of the meet and confer if a contract is in place for work that is being contracted out, HPSJ will provide a copy of the contract to SEIU, upon request.

Contracting out shall not result in the layoffs of SEIU bargaining unit. Part time employees within the classification and department where contract work may be performed may be offered an increased workload on a voluntary basis prior to contracting out work. If HPSJ determines that it is more cost effective to offer overtime or mandatory overtime to current employee's and can meet any required mandates, HPSJ will direct overtime prior to contracting out.

HPSJ employees within the classification and department of the contracted work that were laid off from a position, shall be called and requested to return from layoff prior to contracting out bargaining unit work.

## **SECTION 12 TRAINING AND EDUCATION**

### **12.1 Mandatory Training**

- HPSJ will pay training costs and time off for company-wide training that is required by HPSJ.
- Travel time for HPSJ mandated trainings shall be computed in accordance with FLSA.

### **12.2 Training and Education Required to Maintain Licensure or Certification**

Employees are responsible for paying the costs of training and education required to maintain licensure or certifications. However, employees will be compensated for time off to attend these activities using PTO. Time off must be approved by the employee's supervisor in advance.

### **12.3 Other Training and Education**

- a. Development Training and Education - HPSJ will pay training costs and time off for approved training and education that is part of a documented development plan.
- b. Training and Education Required for Current Job - HPSJ will pay training costs and time off for training and education that is required for an employee's current job. This includes training and education to stay current on industry standards and practices.

### **12.4 Educational Reimbursements**

- Approved degree or certification program - \$2500 for full time and \$1,650 for part time employees per fiscal year
- Approved courses (not part of a degree or certification program) \$500 per fiscal year

All training and reimbursement procedures are included in the HPSJ Policies and Procedures under Education and Reimbursement Procedures.

## **SECTION 13 GRIEVANCE PROCEDURES**

### **13.1 Grievance Definition**

Grievances may only concern HPSJ's misapplication, misinterpretation, or violation of this MOU. The grievance process shall not be applicable to employee discipline, to employee evaluations, to termination of probationary or at-will employees, or to any other disputes resolved through another HPSJ process. Employees are strongly encouraged by both parties of this MOU to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance. An employee or the union shall have the right to submit a written grievance regarding

a claimed misapplication, misinterpretation or violation of this MOU on a Grievance Resolution Form.

Any grievance filed shall include the following information:

- a. The specific provision of this MOU alleged to have been misapplied, misinterpreted, or violated.
- b. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- c. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- d. The remedy for such alleged adverse effect being sought by the grievant.

### 13.2 Multiple Grievances Relating To Single/Shared Issues

Where multiple grievances are filed the same issue, HPSJ may elect to resolve the claims jointly by processing the complaints through a single grievance process.

### 13.3 No Loss of Pay

HPSJ shall allow an employee and/or his/her Union steward reasonable time without loss of pay or benefits in order to deliver a grievance to his/her Department or to attend a grievance hearing during normal working hours.

### 13.4 Informal Grievance Processing

The employee shall discuss the issue with his/her supervisor prior to filing a formal grievance. The supervisor will respond to the complaint in writing within three (3) working days of the discussion.

### 13.5 Formal Grievance Process

#### Step 1: Department Head

- The individual grievant or the Union may file a formal grievance no later than twenty (20) calendar days from when the grievant or impacted employee could first reasonably have known of the event or condition forming the basis of the grievance, by submitting that grievance in writing to the grievant(s) department head.
- Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.
- Within five (5) working days of such a meeting, the grievant(s) department head shall issue a written notice of the decision to the grievant.

- If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the VP of Human Resources within ten (10) working days of receipt of the written decision or ten (10) working days after the decision deadline at Step 1 has elapsed.

#### Step 2: VP of Human Resources

The VP of Human Resources may conduct an investigation and/or hearing, and shall render a written decision within ten (10) working days of receiving a timely appeal. If the grievant is dissatisfied with the decision of the VP of Human Resources, that decision may be appealed within five (5) working days by filing a written request to the State Mediation and Conciliation Services.

#### Step 3: Mediation

A mediator will assist with resolving the issue to the satisfaction of all parties involved. The Mediator will only advise on what a fair and just outcome may be, but the mediator's decision is advisory only.

#### Step 4: Health Plan Commission Human Resources Committee

If the grievance is not settled in Step 3, then a committee of three (3) Health Commissioners shall be formed and the issue will be presented to the commission no later than 30 calendar days from the date of the Mediation. The decision of the Committee shall be final. Each side will present its side of the issue in writing and be given 15 minutes of speaking time to explain their side of the issue. The Committee will issue a final decision at the conclusion of the discussion and the decision will be binding on all parties.

### 13.6 Timeliness

Failure by HPSJ to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step.

Conversely, failure by a grievant to adhere to a submission deadline at any step of this procedure shall constitute acceptance of the last decision made thereon and the grievant shall thereby waive any right to further appeal of the grievance. Nothing in this Section shall be construed to prevent the parties from extending any grievance process deadline by written mutual agreement. At any time, the VP of Human Resources may elect to expedite the grievance process or advance to the next step in the process due to the severity of the issue.

## **SECTION 14 DISCIPLINARY ACTIONS**

### 14.1 Definition

For the purposes of this Section, disciplinary action is deemed to be discharge or suspension.

## 14.2 Disciplinary Procedure

All employees employed as of date of contract adoption, going forward, subject to probationary period, shall be provided due process as follows:

Such discipline shall be imposed on represented employees only for just cause.

An employee whose conduct is of such character as to incur discipline may first be specifically warned in writing by his/her supervisor. Such warning shall state the reasons underlying any intention the supervisor has of recommending disciplinary action.

Employee behavior, including but not limited to acts of a violent or criminal nature may be grounds for immediate discipline and shall not require the written and/or other warning described above.

When HPSJ seeks the imposition of any disciplinary punishment, notice of such action shall be made in writing and served in person or by registered mail upon the employee.

The notice shall include:

- The specific charges against the employee, which shall include times, dates, and location of chargeable actions or omission;
- The penalty proposed;
- A statement of the employee's right to respond, either orally or in writing, and the date of the response meeting, which shall be at least ten (10) days from the notice;
- Notice that if the employee, or the Union on behalf of the employee; does not submit a written request to the VP of Human Resources within ten (10) days, he/she shall have waived the right to appeal the action.

The notice referred to in Section 14.2 shall be accompanied by copies of all materials upon which charges are based.

If the employee fails to request the opportunity to respond, HPSJ may proceed to order the action. If the employee requests the opportunity to respond, the response meeting shall be held as specified in the notice unless changed by mutual agreement in writing. The response meeting shall not constitute a formal hearing, and there shall be no right to call witnesses.

An employee may be accompanied by a union representative of his/her choice. The appointing authority shall issue an order taking or determining not to take action at the conclusion of the meeting. The decision shall be put in writing and served upon the employee and the Union within five (5) days following the meeting.

An employee, or the Union on behalf of the employee, may file an appeal from the appointing authority's action within ten (10) days of receipt of said decision.

The VP of Human Resources or designee shall schedule any disciplinary appeal hearing within a reasonable time after the filing of the employee's request, considering the availability of a mediator and the convenience of the employee.

#### 14.3 Decision

The Chief Executive Officer shall make the final disciplinary appeal decision after mediation and all decisions will remain final and binding.

### **SECTION 15 PROBATIONARY/INTRODUCTORY PERIODS**

Employees have been designated as regular or probationary using the following definitions:

- a. A regular employee is one who has successfully completed a probationary period (also referred to as the "introductory period") after first being hired by HPSJ. A regular employee is entitled to all rights and benefits afforded under this MOU, and shall be terminated only with cause and notice as required under HPSJ Policies and/or this MOU.
- b. A probationary employee is defined as an employee hired for a regular full-time or part-time position, which excludes temporary workers or other workers hired for a defined period of time. The probationary period is considered an extension of the selection process for newly hired employees. Upon satisfactory completion of the probationary period, an employee shall be given the status of a regular employee. Notwithstanding any other provision of this Section, an employee's probationary period shall be extended by the duration of any unpaid absence of five (5) or more consecutive workdays.
- c. Newly hired employees serve an initial probationary period of one hundred eighty (180) days. The probationary period may be extended by mutual agreement in thirty (30) day intervals, but not to exceed an additional ninety (90) days. After the first 90 days of initial probationary period, employees shall be allowed to use accrued PTO. During the probationary period an employee may be terminated at any time, with or without cause and with or without notice.
- d. Any employee who is promoted shall serve a ninety (90) day probationary period, which may be extended by mutual agreement in thirty (30) day intervals up to an additional ninety (90) days. Failure to satisfactorily complete the probationary period shall result in the employee returning to their pre-promotion represented position or an equivalent position within the same classification.

### **SECTION 16 ENTIRE AGREEMENT**

Except as otherwise specifically provided herein, the Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. The parties, for the term of this MOU, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this MOU. In the event HPSJ proposes a change in any

practice, subject, or matter which is within the scope of bargaining and is not covered by this MOU, will give the Union advance written notice of the proposal and will, upon request of the Union, negotiate in good faith with the Union concerning the proposal.

This Memorandum of Understanding, hereinafter referred to as "MOU" is made by and between Health Plan of San Joaquin, hereinafter referred to as "HPSJ," "Organization," or "Agency" and the General Employees Representation Unit of the Service Employees International Union, Local 1021, hereinafter referred to as the "Union" and "SEIU". This MOU was reached pursuant to, and in accordance with the provisions of California Government Code Section 3500 et seq., for the purpose of establishing the wages, hours and terms and condition of employment for employees within the General Employees Representation Unit represented by SEIU.

For HPSJ:

Gayle Satchwell 9.27.19  
Date  
Chief Negotiator

Irma Alvarez 9.27.19  
Date  
Senior HR Rep. - Labor/Employee Relations

Barbara Davis 9.27.19  
Date  
Human Resources Specialist

For SEIU:

Andrea Colavita-Pinkham 9/27/19  
Date  
Chief Negotiator

William Petrone 9/27/19  
Date  
SEIU Field Director

John Stead-Mendez 9/29/19  
Date  
SEIU Executive Director

Darlene Galloway 9-25-19  
Date  
Bargaining Team Member

Kentriell Miller 10/1/19  
Date  
Bargaining Team Member

Sonia Peralta 9/25/19  
Date  
Bargaining Team Member

Robin Walker 9/25/19  
Date  
Bargaining Team Member

Gabriel Wilson 9/25/19  
Date  
Bargaining Team Member



<b>Job Code</b>	<b>Pay Grade Current</b>	<b>Pay Grade New</b>
Claims Analyst III	10	11
Claims Analyst III	10	11
Claims Recovery Analyst	10	11
Claims Recovery Analyst	10	11
Claims Recovery Analyst	10	11
Claims Recovery Analyst	10	11
Communications Specialist, Senior	13	14
Configuration Analyst, Associate	9	10
Configuration Analyst, Associate	9	10
Configuration Analyst, Associate	9	10
Configuration Analyst, Associate	9	10
Configuration Analyst, Intermediate	11	12
Configuration Analyst, Intermediate	11	12
Configuration Analyst, Intermediate	11	12
Configuration Analyst, Senior	13	14
Coordinator, Facilities	10	8
Coordinator, HEDIS & NCQA	10	11
Coordinator, HEDIS & NCQA	10	11
Coordinator, QI	10	11
Data Entry Clerk, Claims	4	5
Data Entry Clerk, Claims	4	5
Data Entry Clerk, Claims	4	5
Data Warehouse Analyst, Lead	17	18
Data Warehouse Analyst, Senior	16	17
Enterprise Architect	16	17
Intake Processor	6	7
Medical Management System Support	10	11
Member Development Representative	7	8
Member Development Representative	7	8
Member Development Representative	7	8
Member Development Representative, Lead	8	9

<b>Job Code</b>	<b>Pay Grade Current</b>	<b>Pay Grade New</b>
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
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Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator	7	8
Patient Health Navigator, Lead	8	9
Project Manager, Intermediate	14	15
Project Manager, Intermediate	14	15
Project Manager, Intermediate	14	15
Project Manager, Senior	15	16
Provider Services Representative II	11	12
Provider Services Representative II	11	12
Provider Services Representative II	11	12
QA Analyst, Intermediate	13	14
QA Analyst, Intermediate	13	14
Specialist, Compliance	10	11
Specialist, Creative Services Lead	12	13
Specialist, Health Education	11	12
Specialist, Health Promotion	10	11
Specialist, Health Promotion	10	11
Systems Administrator, Associate	12	13
Systems Administrator, Specialist	16	17
Trainer, Customer Service	8	9

**APPENDIX A - ATTACHMENT 2 – 2019 MARKET STUDY GRADE CHANGES**

	<b>Job Code</b>	<b>Pay Grade Current</b>	<b>Pay Grade New</b>
1	Accounting Clerk II	8	9
2	Accounting Clerk III	9	10
3	Administrative Support II	6	7
4	Analyst, Claims Data	9	11
5	Analyst, Claims Data Senior	11	12
6	Analyst, Claims Lead	10	12
7	Analyst, Provider Network	13	12
8	Auditor, Configuration Associate	10	11
9	Auditor, Configuration Intermediate	12	13
10	Auditor, Quality Customer Service	8	9
11	Claims Analyst I	6	7
12	Claims Analyst II	8	9
13	Claims Analyst III	10	11
14	Claims Recovery Analyst	10	11
15	Communications Specialist, Senior	13	14
16	Configuration Analyst, Associate	9	10
17	Configuration Analyst, Intermediate	11	12
18	Configuration Analyst, Senior	13	14
19	Coordinator, Facilities	10	8
20	Coordinator, HEDIS & NCQA	10	11
21	Coordinator, QI	10	11
22	Data Entry Clerk, Claims	4	5
23	Data Warehouse Analyst, Lead	17	18
24	Data Warehouse Analyst, Senior	16	17
25	Enterprise Architect	16	17
26	Intake Processor	6	7
27	Medical Management System Support	10	11
28	Member Development Representative	7	8
29	Member Development Representative, Lead	8	9
30	Patient Health Navigator	7	8
31	Patient Health Navigator, Lead	8	9
32	Project Manager, Intermediate	14	15
33	Project Manager, Senior	15	16
34	Provider Services Representative II	11	12
35	QA Analyst, Intermediate	13	14
36	Specialist, Compliance	10	11
37	Specialist, Creative Services Lead	12	13
38	Specialist, Health Education	11	12
39	Specialist, Health Promotion	10	11
40	Systems Administrator, Associate	12	13
41	Systems Administrator, Specialist	16	17
42	Trainer, Customer Service	8	9

**APPENDIX B – TIME-OFF SCHEDULE**

**Paid Time Off (in Days)**

# of Years	Represented Employees
1	15
2	20
3	20
4	20
5	23
6	23
7	23
8	23
9	23
10	25
11	25
12	25
13	25
14	25
15	28
16	28
17	28
18	28
19	28
20+	30

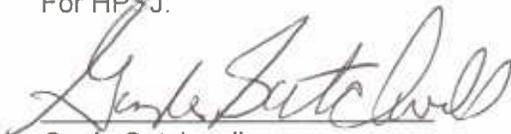
**SIDE LETTER OF AGREEMENT  
BETWEEN  
HEALTH PLAN OF SAN JOAQUIN (HPSJ)  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION Local 1021 (SEIU)  
September 3, 2019**

**Red Circling Off-Set  
(FY2019/20, FY2020/21, FY2021/22)**

- A. HPSJ employees represented by SEIU Local 1021 who are red-circled in any of the three years of this contract, shall receive a one-time cash payment equal to the dollar amount that exceeds the top of the employee's salary grade in that year, due to being red-circled, as follows: Once the affected employee has received their performance evaluation, and the information is available that establishes that the employee will not be able to receive the entire salary increase their evaluation rating warrants, a calculation will be made to determine the cash value of the portion they will not receive due to red-circling, that amount shall be paid to the employee in a one-time lump sum payment at the same time the merit increase becomes effective (E.g., an employee is within 1% of the top of the employee's salary grade and receives a satisfactory performance evaluation which results in a 3% merit increase. Since the employee is only able to receive a 1% increase which tops the employee out at their salary grade maximum, the employee will also receive the equivalent of a 2% cash payment in the form of a one-time lump sum payment. In year two, the employee will have reached the top of the salary grade and the employee who receives a 3% merit increase will instead receive a one-time cash payment equal to the 3%. In year three, the employee will again receive the one-time cash payment equal to the 3% unless the salary grade has been moved in order for the employee to again earn a merit increase to the employee's base pay). This process will be repeated each of the three years of this contract, FY 2019/20, FY 2020/21, and FY2021/22.
- B. Payout for the first year shall occur in the first full pay period after ratification of the MOU and approval by the HPSJ Health Commission.
- C. This off-set for employees being affected by the red circling process will not set a precedent for future negotiations. Although either side may propose similar language for future negotiations.

Date: 9/12/19

For HPSJ:



Gayle Satchwell  
Chief Negotiator

For SEIU:



Andrea Colavita-Pinkham  
Chief Negotiator



**SIDE LETTER OF AGREEMENT  
BETWEEN  
HEALTH PLAN OF SAN JOAQUIN (HPSJ)  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION Local 1021 (SEIU)  
September 3, 2019**

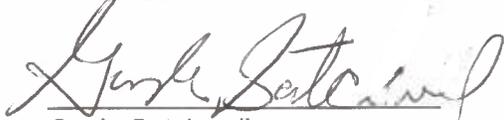
**Incentive Program Contingent One-time Payment  
(FY2020/21, FY2021/22)**

The parties agree:

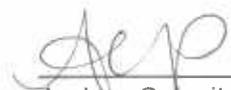
1. If the non-SEIU Local 1021 represented HPSJ employees receive a bonus from the HPSJ bonus program (now titled "Corporate Objective Incentive Program"), in either year two or year three of this contract, employees represented by SEIU Local 1021 will be paid a \$1,000.00 one-time lump sum cash payment for the corresponding year. These one-time, \$1,000.00 lump sum cash payments will occur on the first pay period after any HPSJ non-SEIU Local 1021 represented employees have received the performance bonus program payment.
2. This establishes that FY 2020/21 is year two of this contract, and FY2021/22 is year three.
3. If HPSJ employees that are unrepresented, (not represented by SEIU Local 1021) do not receive the incentive program bonus in either of the two years, the once a year, \$1,000.00 cash payment shall not be paid to SEIU Local 1021 represented employees.
4. These year-two and year-three, \$1,000.00 one-time lump sum cash payments, linked to unrepresented employees receiving the bonus program bonuses will not set a precedent for future negotiations. Although either side may propose similar language for future negotiations.

Date: 9/12/19

For HPSJ:

  
\_\_\_\_\_  
Gayle Satchwell  
Chief Negotiator

For SEIU:

  
\_\_\_\_\_  
Andrea Colavita-Pinkham  
Chief Negotiator



