

MEMORANDUM OF UNDERSTANDING

Between

TAHOE FOREST HOSPITAL DISTRICT
EMPLOYEES' ASSOCIATION of PROFESSIONALS and EMPLOYEES' ASSOCIATION
AFSCME Council 57, Local 3254

And the

TAHOE FOREST HOSPITAL DISTRICT
January 1, 2026 to June 30, 2027

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ARTICLE 1- Preamble

1.0 The Tahoe Forest Hospital District, herein referred to as "the District" and the Tahoe Forest Hospital District and Union Council 57, Local 3254, herein referred to as "the Union", 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.

1.1 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

2.0 The District recognizes the Union 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

3.0 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 constituent Departments, 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.

3.1 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, Local Health Care District Law, and/or other applicable laws.

3.2 The parties further agree that, except as otherwise limited by this Agreement, and/or applicable laws, the District shall retain the right to hire, evaluate, promote, Layoff, discipline, and 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 Union 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 and Union Rights

4.0 The right of employees to form, join, and participate in the activities of Union Local 3254 for the purpose of representation on all matters of employment relations. (Cal. Govt. Code §3502).

4.1 The right of employees to refuse to join or participate in the activities of the Union.

4.2 The District and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against employees represented by the Union because of their rights under Section §3502 (Cal. Govt. Code §3506).

4.3 Representation

4.3.1 The District agrees to recognize Officers and Designated Stewards as representatives of the Union. Stewards, and any change to the Designated Stewards, shall be identified in advance to the District's Chief Human Resources Officer or designee. The District will allow participation of Steward or UNION representative chosen by an employee when reasonably available, but meetings between management and any employee shall not be delayed thereby more than is required by applicable law.

a) Representatives of the Union shall not engage in Union business on work time and shall not engage employees in any conversation regarding Union matters on employee's work time except as set forth in this MOU.

b) The Union will be allotted reasonable time, not to exceed thirty (30) minutes during the New Hire Orientation to give information on the Union to new employees.

4.4 Reasonable Time Off (Release) and Union Business Time

4.4.1 The District shall allow a maximum of sixteen (16) hours per pay period for use by the Union President or designee without loss of compensation. Such hours shall be excluded from hours worked for overtime purposes. Union business time may be used for any legitimate purpose including training and Union activity, such as interviews with or preparation of represented employees, or other Union activities not covered by paid release time. Additional time will be reasonably considered with prior approval from the CHRO or designee.

4.4.2 The District will allow a reasonable number of Union representatives a reasonable amount of time off without loss of compensation or other benefits for time to formally meet and confer with representatives of the District on matters within the Union's scope of representation (up to a maximum of eight representatives in MOU bargaining sessions), meet and confer sessions, representing employees in meetings with managers, attendance at personnel/retirement meetings, scheduled meetings with District Administration, and for participation in training programs when the District has requested Union attendance.

a) The District will allow a reasonable number of Union representatives a reasonable amount of time off without loss to compensation or other benefits for time spent

testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the California Public Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union.

4.5 Quarterly Labor Management Meetings

- a) The Union and District Administration shall meet at least quarterly.

4.6 Union Access

- a) The District will not unreasonably deny access to District property to the Union's representatives, including reasonable access by its attorneys and other consultants. Refer to use of facilities below.

4.7 Union Security

4.7.1 Union membership is not a mandatory condition of employment for any employee covered under this Agreement. However, as provided by Government Code Sections 1157.3 and 1157.12, the District will comply with requests for membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union.

- a) The Union is required to certify to The District what deductions will be. The District will rely on a certification from the Union that it has and will maintain an authorization for such deductions signed by the affected employee. The Union shall not be required to provide a copy of such authorization to the District unless a dispute arises about the existence or terms of the authorization.
- b) The District shall direct employee requests to cancel or change deductions to the Union. As provided by Government Code Section 1157.3(b), the revocability of such authorizations shall be determined by the terms of the authorizations. The District will rely on information provided by the Union regarding whether deduction authorization was properly cancelled or changed by an employee.
- c) As provided by Government Code Sections 1157.12(a) and (b), the Union shall indemnify the District for any claim made by an employee for deductions made in reliance on the Union's certification that it possesses an employee's deduction authorization or the Union's information regarding whether an employee's authorization had been changed or cancelled.

4.8 Use of Facilities

- a) Upon request, the District may permit the Union reasonable use of facilities to meet with employees under the same terms and procedures applicable to any other organization's use of District facilities. As with requests by any organization, permission for the use of facilities shall remain in the sole discretion of the District. This Article shall not limit or modify the

Union's right to access or meet with represented employees on matters within the scope of its representation.

4.9 Bargaining Unit Information

- a) The District shall provide the Union with the name; Job Title; Department; Work Location; work, home and personal cellular telephone numbers; personal email address; and home address of each new represented employee within thirty (30) days of hire or by the first pay period of the month following hire. The District shall provide the same information for all represented employees to the Union at least once per thirty (30) days.

4.10 Bulletin Boards

- a) The District shall provide spaces in mutually agreed area(s) for Union bulletin board(s) which will be the only place where Union materials will be posted. Union leadership will be provided with methods of communication with their members. Electronic communication will be made available. A copy of all materials will be submitted to the District's Human Resources Department prior to being posted. The Union agrees that no political material or defamatory material shall be posted.

ARTICLE 5- Definitions

When referred to in the contract, the following definitions apply:

- 5.0 Additional Shift: A shift that an employee is working beyond their budgeted FTE hours. For example, an employee who is budgeted and scheduled to work 72 hours per pay period, who is working an Additional Shift or an employee who is budgeted and scheduled to work 48 hours per pay period and picks up an Additional Shift. This may be to fulfill a need in the Department or to cover a sick call. Shifts that meet the definition of Additional Shift that have been picked up within the 14-day window of the Work Schedule as defined by Article 19, are paid at one and one-half (1.5) times the base hourly wage for the entire shift. These shifts must adhere to article 10.
- 5.1 Affiliation Officers: Elected or appointed representatives that sit on the Union Board of Directors.
- 5.2 Base Hourly Rate of Pay: Pay received for a given work period, such as hour or week, excluding additional compensation such as Shift Differential, Per Diem differential, overtime, bonus or other payments.
- 5.3 Benefited Employee: An employee who is scheduled for, and regularly works a minimum of forty-eight (48) hours per pay period or as indicated on PAF. Benefits include but are not limited to, Paid Time Off, health insurance plans and retirement plans, and are placed in the applicable employee Status. Benefited Employees fall under the following Statuses: Full Time and Regular Part-Time.
- 5.4 Bereavement Leave: Time off from work employees may be eligible for in relation to the death of a family member.

- 5.5 Bumping Rights: Contractual right of a senior employee being laid off to replace a less senior employee in a position for which they previously held and are qualified for.
- 5.6 Callback: Pay earned by an employee who is called in to work from Standby (On Call) Status.
- 5.7 Cancellation: An employee's temporary reduction of regularly scheduled hours as a result of reduced staffing requirements on a daily basis.
- 5.8 Cancelled Standby: A Scheduled Shift that has been cancelled due to low census or other such reasons. The employee is then placed on Cancelled Standby and Standby provisions apply.
- 5.9 Casual Part-Time: An employee who works on an intermittent and as-needed basis.
- 5.10 Classification: A system that is designed to classify all Job Titles within an organization and put them in a standardized scale based on the overall tasks, responsibilities, pay level, and duties associated with a specific job.
- 5.11 Collaborative Culture of Safety (Just Culture): A methodology in which organizations are responsible for building safe systems and employees are responsible for the quality of their choices.
- 5.12 Continuous Service: An employee's continuous employment by the District less any unpaid absences from work in excess of thirty (30) calendar days.
- 5.13 Contract Agency: A service that provides workers either on a temporary or permanent basis.
- 5.14 Credit for Relevant Experience: The manner in which an employee receives credit for previous experience for initial salary placement.
- 5.15 Critical Shift Coverage: A shift offered by District at 1.5 times the base hourly rate due to critical staffing needs. These shifts fall within seventy-two (72) hours of actual shift start time. Employee may not have sick call in same Work Week.
- 5.16 Date of Hire: An employee's first paid working day as a District employee.
- 5.17 Deferred Compensation: A voluntary tax deferred savings plan established by TFHS to help employees provide for retirement.
- 5.18 Department: An individual work unit with its own cost center to which employees are assigned.
- 5.19 Department Member: An employee who has been hired into a posted position as documented on a Personnel Action Form (PAF), participates in Department meetings, attending a minimum of 80% of staff meetings trainings and maintains documented competencies in the Department and has completed an initial Probationary Period.
- 5.20 Designated Holiday Shifts: Shifts that are rotated amongst employees and occur on the following days: New Year's Day, President's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. Employees can only receive holiday credit for one shift per holiday.
- 5.21 Designated Stewards: An employee of an organization who represents and defends the interests of their fellow employees and has been designated by the Affiliation Officers.

- 5.22 Flex Up: This occurs when a Regular Part Time employee is assigned extra shifts or hours beyond their budgeted FTE hours.
- 5.23 Full Time: (1) An employee who is scheduled for 12-hour shifts and works seventy-two (72) hours in a two-week pay period; (2) An employee who is scheduled for 8-hour or 10-hour shifts and works eighty (80) hours in a two-week pay period; (3) Night shift employees regularly scheduled to work seventy (70) hours in a two-week pay period.
- 5.24 Full Time Equivalent (FTE): The number of budgeted hours per employee per pay period or the minimum hours an employee can be expected to regularly work. This is calculated based off of an 80-hour pay period. For example, an employee who works 60 hours per pay period would be considered a 0.75 FTE (60/80).
- 5.25 Group Health Insurance Program: A health insurance plan that provides coverage to members of a group of employees.
- 5.26 Health Insurance Premiums: The portion of the health plan cost paid for by the employee in exchange for coverage of themselves and family members.
- 5.27 Involuntary Missed Meal/Rest Period Form: Required documentation in accordance with missed meal and rest periods.
- 5.28 Job Description: A written document that outlines the essential functions of a specific job.
- 5.29 Job Title: The name of a position within an organization. See **Appendix A**.
- 5.30 Job Vacancies: Open positions within the District not related to Status Changes.
- 5.31 Layoff: Suspension or termination of employment or reduction in force by the employer, which is not caused by any fault of the employees, but for reasons such as lack of work, funding or materials.
- 5.32 Lead Roles: An employee (generally hired into a Lead Role Job Title) designated by management to perform additional duties, including but not limited to updating policies and procedures and ordering supplies, and who receives additional compensation for their designation in a Lead Role.
- 5.33 Leave of Absence: An employee's temporary absence from work for a period of time. Leaves of Absence include: Regulatory Leave of Absence, Protected Benefited Leave of Absence, Non-Protected Benefited Leave of Absence, and Unpaid Leave of Absence.
- 5.34 Long Term Sick Leave (LTS): Hours that Full Time and Regular Part Time Employees accrue that may be used for long term, intermittent illnesses or bereavement.
- 5.35 Lump Sum: Lump Sum payment calculations will be based on wages paid in the calendar year(s) prior to the date of disbursement. Calculations exclude overtime and double time, Callback, or other premium pay, MOU education, non-productive standby and holiday standby. Holiday pay is included. The calculation for holiday pay is the number of holiday hours worked in the calendar year(s) multiplied by current regular Base Pay.
- 5.36 Meal Period: A 30-minute unpaid break provided to employees working more than 6 hours in a shift.

- 5.37 Missed Meal Period Premium: Additional compensation paid to an employee who is unable to take a scheduled meal break due to work demands or operational needs.
- 5.38 Missed Rest Period Premium: Additional compensation paid to an employee who is unable to take a scheduled rest period due to work demands or operational needs.
- 5.39 Night Shift Wellness Leave Accrual: Additional leave time accrued by designated night shift employees into a separate leave bank.
- 5.40 Night Shift Wellness Program: Incentive program for Benefited night shift employees to help support the work life balance and health of the employee.
- 5.41 Non-Benefited Employee: Employees with the Status: Short Hour, Per Diem, Casual Part-Time, Temporary, Limited Hours.
- 5.42 Non-Protected Benefited Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for a Regulatory Leave of Absence and have exhausted the Protected Benefited Leave of Absence. Employees may qualify for this leave until all PL and LTS benefits are exhausted.

Outpatient Clinics: Also known as multi-specialty clinics.

- 5.43 Paid Sick Leave: Hours accrued by Non-Benefited Employees who are not eligible to accrue PL or LTS (includes Per Diem, Short Hour, Casual Part-Time and temporary). This may be used for an employee's illness or to care for a family member.
- 5.44 Per Diem: An employee who must be available for five (5) shifts per 4-week schedule and must be scheduled to work a minimum of three (3) shifts per 4-week schedule, subject to management discretion as defined in Article 6 and Article 18.
- 5.45 Paid Time Off (PTO): Hours that Full Time and Regular Part Time employees accrue that may be used for an employee's needs including: holidays, vacation, and short-term illnesses.
- 5.46 Personnel Action Form (PAF): The form used by the District to designate employee information including: Job Title, Department, Rate of Pay, Status, Benefit Group, FTE, Shift Type, and Overtime Type. Each time there is a change to any of the aforementioned items, a new PAF must be filled out by the Department manager.
- 5.47 Placement Right: The right of an employee to return to an open position in their previous Department and job Classification during their Probationary Period in another Department.
- 5.48 Preceptor: An employee who provides guidance and/or training to a student who is on site participating in an educational program or to another employee who is new to a Department without prior experience in a specialty or service line.
- 5.49 Preceptor Duties: Preceptor Duties involve mentoring, training, and supervising new employees or students to ensure they acquire the skills and knowledge required for their role.

- 5.50 Premium Pay Codes: Classifications of different types of hours that accrue pay at a different rate than Base Hourly Rate of Pay. Premium Pay Codes include: Standby, Cancelled Standby, Callback, Pay for Working Scheduled Day Off, Critical Staff Coverage and Holiday Premium Pay.
- 5.51 Probationary Period: The designated initial period of employment during which an employee's performance, conduct, and suitability for the position are evaluated
- 5.52 Protected Benefited Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for Regulatory Leave of Absence during which the employee has up to nine (9) months of leave with job protection.
- 5.53 Recall: Occurs when an individual who has been terminated or suspended due to a Layoff is asked to return to employment during the Recall period to the position held immediately prior.
- 5.54 Regular Part Time (RPT): An employee who is scheduled for, and regularly works, at least forty-eight (48) hours in a two-week pay period. It is the expectation that all Regular Part Time employees will Flex Up based on District needs.
- 5.55 Regulatory Leave of Absence: A Leave of Absence employees may be eligible for based on State and Federal Status. These include, but are not limited to the following: California Family Rights Act, Military Leave, Occupational Disability, Pregnancy Disability Leave, and Family Medical Leave Act (see appropriate agencies for more detail).
- 5.56 Rest Period: A 15-minute paid break provided to employees working more than 4 consecutive hours. Employees are allowed one Rest Period if working 4-6 hours in a shift and two Rest Periods if working more than 6 hours in a shift.
- 5.57 Scheduled Shift: When an employee is expected to report to work according to the Work Schedule.
- 5.58 Shift Differential: Additional funds paid to employees hourly in addition to base wage as incentive for working Weekend, evening and night shifts.
- 5.59 Short Hour: An employee who regularly works less than forty (40) hours per pay period.
- 5.60 Standby (On Call): A duty which requires that an employee be designated by the appointed authority to report to work within forty-five (45) minutes, unforeseen road conditions permitting. This 45-minute report time excludes Surgical Services staff and ICU staff, who must report to work within thirty (30) minutes.
- 5.61 Status: The Classification of an employee based on the number and type of hours worked. Statuses include: Full Time, Regular Part-Time, Short Hour, Per Diem, Casual Part-Time and Temporary.
- 5.62 Team Lead (Charge Nurse): Team Lead, also known as Charge Nurse, receives a five percent (5%) increase above Base Pay during an entire shift when designated on the schedule as Team Lead/Charge Nurse, when approved by management. Additional requirements for Charge Nurse are outlined in Article 40, Work Out of Classification.
- 5.63 Temporary Employee: An employee who is hired to fill a temporary need for additional staff for a period of up to one (1) year.

- 5.64 Unpaid Leave of Absence: A Leave of Absence employees may be eligible for if they do not or no longer qualify for a Regulatory Leave of Absence and have exhausted the Protected Benefited Leave of Absence and have no available PL or LTS. Employees may be eligible for Unpaid Leave of Absence for a period of up to one (1) year.
- 5.65 Voluntary Exit Incentive: Benefit or payment offered to an employee who chooses to resign from their position, typically as part of a program to encourage workforce reduction or organizational restructuring
- 5.66 Weekend:
- 5.66.1 Where an employee is required to work a certain number of Weekend shifts, this requirement shall include shifts scheduled to begin between 7:00pm Friday and 6:59pm on Sunday.
- 5.66.2 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.
- 5.66.3 This Article shall not affect the definition of "Weekend" for Shift Differential purposes.
- 5.67 Work Location: The physical site where an employee is assigned to perform their job duties.
- 5.68 Work Out of Classification: When an employee is performing the duties and responsibilities of another Job Title of a Classification different from the employee's current Job Title.
- 5.69 Work Week: A Work Week consists of a consecutive seven-day period within a pay period. Each pay period has two Work Weeks. The first Work Week consists of days 1-7 of the pay period. The second Work Week consists of days 8-14 of a pay period.
- 5.70 Work Schedule: The posted shift assignments for a Department for a period of at least fourteen (14) days.

ARTICLE 6- Employee Status

- 6.0 All employees shall be classified as one of the following listed below. If an employee's hours are reduced as a result of business needs, the employee's Status will not be affected.
- a) Full Time:
1. An employee who is scheduled for 12 hour shifts and works seventy-two (72) hours in a two- week pay period.

2. An employee who is scheduled for 8 or 10 hour shifts and works eighty (80) hours in a two-week pay period.

3. Night shift employees regularly scheduled to work seventy (70) hours in a two-week pay period.

b) Regular Part-Time (RPT): An employee who is scheduled for, and regularly works, at least forty-eight (48) hours in a two-week pay period. It is the expectation that all Regular Part Time employees will Flex Up based on District needs as outlined in Article 19 Work Schedules.

c) Short Hour: A Non-Benefited Employee who regularly works less than forty (40) hours per pay period.

d) Per Diem: An employee who must be available for five (5) shifts per four-week schedule and must be scheduled to work a minimum of three (3) shifts per four-week schedule, based upon the needs of the District and subject to management discretion. In the event there are remaining open shifts prior to schedule posting, Per Diems will be expected to meet the three (3) shift minimum.

1. Per Diems must be available for two (2) independent Weekend shifts and two (2) independent night shifts, as applicable and within the four (4) week schedule.

2. Every Per Diem is required to provide availability for at least two holidays as outlined in Article 18, Premium Holiday Pay.

3. Holiday availability is in addition to the required five (5) shifts per four (4) week schedule.

4. Based on the needs of the District, Per Diem employees will be required to work one (1) holiday annually on a rotational basis.

e) Casual Part-Time: A Non-Benefited Employee who works on an intermittent and as needed basis.

f) Temporary: An employee who is hired to fill a temporary need for additional staff for a period of up to one year.

6.1 Employees regularly working hours outside of their designated Status, may request an evaluation by Human Resources for Status review.

ARTICLE 7- Wages

7.0 Wages and pay ranges have been set according to Classification pursuant to policies fixed by and between the District and the Union. No changes in this Memorandum of Understanding (MOU) provision can be made without the consent of both parties in writing.

- 7.1 The pay ranges set forth are intended to constitute minimum ranges only, and nothing in this MOU shall preclude the District from paying in excess of such minimum rates at the District's discretion.
- a) EA/EAP:
Each job Classification subject to this MOU is assigned a pay range. The pay range is structured at a thirty-five percent (35%) span, based on pay range mid-point, with two and one-half percent (2.5%) between ranges.
 - b) Outpatient Clinics EA/EAP:
Each job Classification subject to this MOU is assigned a pay range. The pay range is structured at a thirty percent (30%) span, based on pay range mid-point, with two- and one-half percent (2.5%) between ranges.
- 7.2 Effective with the pay period that contains July 1, 2026 a 4% wage increase will be in effect for all Classifications in **Appendix A**.
- a) Prior to the above increase, a market data survey will be conducted. If the survey data indicates that adjustments to the pay range is necessary, salary ranges will be adjusted up to 2.5%, which is the equivalent of one range movement to maintain market alignment.
 - b) Employees who reach the top of the pay range will receive a Lump Sum payment.
 - c) The District and the Union will continue working towards further evaluation and discussion of Classifications and implementing a step & grade structure. Further meetings will be established upon ratification and implementation of this agreement by both parties.
 - d) After the above wage adjustment, Human Resources will annually review all salaries of staff in the same Job Title and in the same Department to determine if other salary adjustments may be necessary. Human Resources will inform the Union of such action.
- 7.3 Per Diem employees will receive Base Hourly Rate of Pay plus twelve and one-half percent (12.5%).
- 7.4 Temporary Employees hired after January 1, 2026 will receive Base Hourly Rate of Pay plus five percent (5%).

ARTICLE 8- Minimum Shift Pay

- 8.0 Minimum Shift Guarantee: An employee who reports for their regularly Scheduled Shift, but whose services are not required for the entirety of the shift, shall be guaranteed a minimum of two (2) hours of work at their straight-time hourly rate. If no work is available, management may send the employee home, and the employee shall receive the two (2) hours of minimum shift pay, except as otherwise provided below.

- 8.1 Cancellation Prior to Reporting: An employee who is personally notified at least two (2) hours before the start of their Scheduled Shift not to report, and who nonetheless reports to work, shall not be eligible for the minimum shift pay guarantee described above.
- 8.2 Cancellation Within Two Hours of Shift Start: An employee who is cancelled within two (2) hours of the start of their Scheduled Shift shall be given the option to (a) accept the Cancellation without pay, or (b) report to work and receive two (2) hours of pay.
- 8.3 Required Meetings: Reasonable efforts will be made to allow employees to attend required Department meetings, in-services, or committee meetings during their scheduled work time. When attendance outside of the employee's regular schedule is required, the employee shall be paid a minimum of two (2) hours at their Base Hourly Rate of Pay.
- 8.4 Voluntary or Optional Meetings: Employees will be compensated for actual time spent attending voluntary or optional Department meetings, in-services, or committee meetings. Such time shall not qualify for the two-hour minimum pay guarantee.
- 8.5 Attendance Outside the Regular Schedule: Employees wishing to attend voluntary meetings, trainings, or committee sessions outside their normally scheduled work hours must obtain prior management approval. Such time shall not qualify for the two-hour minimum pay guarantee.

ARTICLE 9 — Standby, Cancelled Standby, Callback, and Cancellations

- 9.0 Standby (or On Call) is a duty assignment requiring an employee, designated by management, to remain available to report to work within forty-five (45) minutes of notification, weather and road conditions permitting. Employees in Surgical Services and the ICU must report within thirty (30) minutes.
- a) Employees assigned to Standby must be reachable by telephone and must refrain from activities that would impair their ability to perform their duties if called in.
- b) Employees assigned to Standby by the Department shall receive:
- i. Standard Standby: One-third (0.3333) of the employee's base hourly rate for each hour or fraction thereof.
 - ii. Designated Holiday Standby: One-half (0.5) of the employee's base hourly rate for each hour or fraction thereof.
 - iii. These provisions exclude Job Titles identified in the Job Title Exceptions table
- 9.1 Unless otherwise specified, Standby hours do **not** apply toward FTE accrual and Paid Time Off is **not** accrued on these hours.
- 9.2 Employees on regular Standby may be cancelled at any time. The two-hour notification requirement does not apply to Cancellation of regular Standby.

Cancelled Standby

- 9.3 Cancelled Standby occurs when a Scheduled Shift is cancelled (e.g., due to low census) and the employee is placed on Cancelled Standby Status.
- 9.4 Cancelled Standby is considered scheduled work time and applies toward FTE. Paid Time Off is accrued on these hours.
- 9.5 Employees shall be notified of Cancelled Standby Status at least two (2) hours prior to the start of their Scheduled Shift. Cancellations shall follow the order of sequence outlined in this article.
- 9.6 Employees on Cancelled Standby are expected to report to work at the start of their Scheduled Shift if called in by management.
- 9.7 Employees on Cancelled Standby shall receive the same Standby compensation as employees on regular Standby. If additional staffing becomes necessary, employees on Cancelled Standby will be called back first. If no employees are on Cancelled Standby, the call-back opportunity will next be offered to employees on regular Standby.
- 9.8 Employees in Perioperative Services and PAAS will be paid to work On-Call only positions. The On Call only positions shall be assigned to any volunteers and/or equally rotated among surgery Full Time & Regular Part Time employees.

Callback

- 9.9 Callback is compensation earned by an employee who is called in to work from Standby or Cancelled Standby Status.
 - a) Employees called in from Standby or Cancelled Standby shall receive a minimum of two (2) hours at time-and-one-half (1.5) their Base Hourly Rate of Pay for the initial Callback.
 - b) For work performed on a Designated Holiday, the employee shall receive a minimum of two (2) hours at double time (2.0) at their Base Hourly Rate of Pay for the initial Callback.
 - c) Additional call-ins within the original two-hour period are not subject to an additional minimum guarantee.
 - d) Callbacks occurring after the two-hour period are treated as separate Callbacks, each with a new two-hour minimum.
 - e) Travel time to and from work is not considered hours worked for Callback pay purposes.
 - f) Standby pay will be reduced by the number of hours paid as Callback.

Cancellations

- 9.10 A Cancellation is a temporary reduction of an employee's scheduled hours due to decreased staffing needs.
- 9.11 Cancellations shall occur in the following sequence:
 - a) Employees working at one and one-half (1.5) their Base Hourly Rate of Pay

- b) Volunteers working extra (non-overtime) shifts
- c) Additional volunteers (rotational basis)
- d) Temporary, casual, or short-hour employees
- e) Per Diem employees
- f) Employees working extra shifts
- g) Regular part-time, Full Time, and Contract Agency staff (rotational basis)

9.12 A cancelled employee may elect to use Paid Time Off for cancelled hours, in increments of at least one (1) hour. Use of Paid Time Off is optional.

9.13 At managements discretion, a cancelled employee may be floated to another area, provided the employee is qualified to work in that area.

9.14 Job Title Exceptions

Job Title / Group	Standard	Designated Holiday	Other Compensation
Exempt Surgical (General) & Orthopedic APPs			
On-Call Weekday Evening/ Night	\$200.00	\$400.00	\$50 per case
On-Call Weekend (24-hour Sat/Sun)	\$500.00	\$750.00	\$50 per case
On-Call Weekend (12-hour Sat/Sun)	\$250.00	\$375.00	\$50 per case
Surgical Services RNs (OR40, 17:00–07:00 M–F)	40 hours Base Pay	N/A	N/A
Respiratory Therapy (RT36, F–M, Weekend only)	36 hours Base Pay	N/A	N/A
Pharmacists	\$20/hour	\$30/hour	Callback premium applies if called in
Home Health/Hospice RNs (8.5-hr shift)	\$100	\$150	Callback premium applies if called in
Home Health/Hospice RNs (15.5-hr shift)	\$200	\$300	Callback premium applies if called in
OPC Hourly Non-Licensed Inclusive of 6-12 hours	\$100	N/A	Base Hourly Rate of Pay for hours worked in additional to the flat on-call rate if called in
OPC Hourly RNs & Hourly APPs Inclusive of 6-12 hours	\$150	N/A	Base Hourly Rate of Pay for hours worked in additional to the flat on-call rate if called in
IT Exempt Employees	\$150	N/A	N/A

Job Title / Group	Standard	Designated Holiday	Other Compensation
IT Hourly Employees	\$65 per event >15 min (onsite or remote)	N/A	N/A

ARTICLE 10- Additional Shift and Critical Shift Coverage

- 10.0 If an employee picks up an Additional Shift within the 14-day window as defined by Work Schedules, Article 20, they shall be paid for hours worked on that day at time and a half (1.5) Base Hourly Rate of Pay. These hours are considered premium pay and do not accrue additional overtime compensation or Personal Leave.
- 10.1 In order to qualify, the shift must meet the definition of Additional Shift (**Definitions, Article 5**).
- a) If the employee calls in sick during the same Work Week, any Additional Shift or Critical Shift Coverage will be paid at straight time.
 - b) Benefited Employees must meet their FTE hours for the Pay Period in which they have an Additional Shift or Critical Shift Coverage in order to qualify for premium pay. Per Diem employees must be scheduled for three (3) shifts in the four (4) week schedule in order to qualify for Additional Shift premium pay.
 - c) Employees with prior approved Paid Time Off are eligible for Additional Shift and Critical Shift Coverage overtime pay.
 - d) Employees who give away a shift during a pay period in which they have an Additional Shift, thereby reducing their hours below their FTE (Full Time Equivalent) Status, will forfeit the premium pay for that Additional Shift. Per Diem employee must maintain their 3 shifts in the 4-week schedule.
- 10.2 A Department experiencing critical staffing shortages may offer open shifts as Critical Shift Coverage, at the discretion of management, and will be compensated at time-and-a-half (1.5) of the employee's Base Hourly Rate. The shift must meet the definition of Critical Shift Coverage as outlined in the Definitions section (**Article 5**).
- a) If the employee calls in sick for any shift during the same workweek, the Critical Shift Coverage will be paid at straight time (1.0 times Base Hourly Rate).
 - d) If an employee gives away a shift during the same pay period, resulting in a reduction of their hours below their FTE Status, the Critical Shift Coverage previously picked up will be paid at straight time.

ARTICLE 11- Paid Time Off (PTO)

11.0 Full Time and Regular Part-Time employees are eligible to accrue Paid Time Off (PTO) hours.

- a) Accrual of Paid Time Off begins immediately upon employment and is based upon hours worked, exclusive of overtime, Standby, standby Callback, and education hours.
- b) In the event scheduled working hours are changed to Cancel Standby or Cancel Standby Callback, those hours will accrue Paid Time Off.

11.1 Paid Time Off is to be used for an employee's needs including holidays, vacations and short-term illnesses.

- a) An employee must use Paid Time Off hours when they work less than their work Status (as defined on their PAF) unless the time off is the result of Cancellations.
- b) An employee must use Paid Time Off hours if they are absent for a Scheduled Shift, with the exception of shifts picked up after the schedule has been posted or shifts above their FTE.
- c) If an employee has pre-approved Paid Time Off and then picks up extra shifts (straight time only), the employee may choose whether or not to utilize the approved PTO hours above their FTE. In this instance, if requested and approved, the employee may have the pre-approved PTO hours removed.
- d) If the employee is picking up an Additional Shift or Critical Shift Coverage (overtime), the employee must utilize Paid Time Off to meet their FTE for the pay period. Additional Shift hours or Critical Shift Coverage hours do not count toward total FTE hours. In this instance, if an employee does not meet their FTE, the Additional Shift will be paid at straight time.

11.2 Any employee who meets their required FTE within the pay period (exclusive of standby or overtime hours), will not be required to take mandatory Paid Time Off on Holidays.

- a) If a Benefited Employee does not meet their FTE Status within the Pay Period, the employee may request approval by management to pick up shifts at straight time in order to fulfill their FTE Status within the Pay Period. This does not apply if an employee calls in sick during the Pay Period. If no such hours or shifts exist, the employee will be required to take PTO to meet their FTE (exclusive of Cancellations).

11.3 Paid Time Off may be used for any Scheduled Shift at the employee's discretion and with management approval. For example, a Part Time employee who has picked up an extra shift and then is cancelled or gives that shift away, may use Paid Time Off for those hours. All employees must use Paid Time Off to meet their FTE exclusive of documented Cancellations.

11.4 Employees hired before October 31, 1986:

Years of Service	15+
Maximum Days Per Year	39
Hourly Accrual Rate	.15

11.5 Employees Hired 11/01/86 or after:

Years of Service	0-4	5-8	9-11	12-14	15	16+
Hourly Accrual Rate	0.092	0.112	0.123	0.127	0.131	0.139
Max Accrual – Full Time	240	240	270	270	270	270
Max Accrual – Part-Time	190	190	190	190	190	190

11.6 Upon separation from the District, all Paid Time Off hours will be paid out on an employee's final check.

11.7 Paid Time Off is accrued based on Continuous Service where an employee has worked without formal termination or resignation.

ARTICLE 12- Night Shift Wellness Program (NSWP)

12.0 Designated Full Time and Regular Part Time night shift employees eligible for the Night Shift Wellness Program (NSWP) will be eligible to receive Night Shift Wellness Leave Accrual according to the following schedule:

- a) Full Time night shift employees will receive two (2) Night Shift Wellness Leave Accrual days per quarter.
- b) Regular Part Time night shift employees will receive one (1) Night Shift Wellness Leave Accrual day per quarter.

12.1 Night Shift Wellness Leave Accrual Day is equivalent to the shift type worked by the employee below:

- a) 8-hour FTE employees will accrue Night Shift Wellness at 8 hours
- b) 10-hour FTE employees will accrue Night Shift Wellness Leave at 10 hours

- c) 12 hours FTE employees will accrue Night Shift Wellness at 12 hours

12.2 In order to receive Night Shift Wellness Leave Accrual benefits, night shift designation must be on a Personnel Action Form (PAF) and the following stipulations apply:

- a) Upon hire or Status change, eligible employees will immediately begin earning this benefit. An employee must work more than half of the calendar quarter to receive Night Shift Wellness for that quarter.
- b) Employees who are out on a Leave of Absence, but have worked more than half of the calendar quarter, are eligible to receive this benefit for that quarter.
- c) Night Shift Wellness Program (NSWP) participants' Work Schedules will be evaluated quarterly, prior to the allocation of Wellness night shifts. It is the responsibility of the employee and management to ensure that their participation Status aligns with their actual Work Schedule. Employees must maintain at least 90% of their FTE hours as scheduled night shifts per quarter to remain eligible for the NSWP. Failure to accurately report changes in shift assignments may result in the forfeiture or retroactive adjustment of NSWP benefits. Any changes to an employee's NSWP Status, based on Work Schedule evaluations will be brought forth to the employee and the Union.
- d) Night Shift Wellness Leave Accrual Days may be used for shifts in which an employee is cancelled and not put on Standby/Cancelled Standby.
- e) Use of Night Shift Wellness Leave Accrual must be prescheduled and requires management approval. Requests for use of Night Shift Wellness Leave follows the same process as Paid Leave requests as outlined in Article 35, Time Off Requests.
- f) Night Shift Wellness Leave Accrual Days cannot be cashed out.
- g) Night Shift Wellness Leave will not accrue Personal Leave when used.

12.3 Employees who qualify for Night Shift Wellness Leave Accrual shall be allowed to accrue no more than 75% of their annual accrual, as listed below:

- a) Full Time employees working eight (8) hour shifts may accrue a maximum of forty-eight (48) hours.
- b) Regular Part Time employees working eight (8) hour shifts may accrue a maximum of twenty-four (24) hours.
- c) Full Time employees working ten (10) hour shifts may accrue a maximum of sixty (60) hours.
- d) Regular Part Time employees working ten (10) hour shifts may accrue a maximum of thirty (30) hours.

- e) Full Time employees working twelve (12) hour shifts may accrue a maximum of seventy-two (72) hours.
- f) Regular Part Time employees working twelve (12) hour shifts may accrue a maximum of thirty-six (36) hours.

12.4 Employees that no longer qualify for Night Shift Wellness Leave Accrual due to a Status Change will have a 60-day grace period from the date of their Status Change to use their Night Shift Wellness Leave accrued hours.

ARTICLE 13 – Anniversary Bonus Paid Leave (Benefited Employees Only)

13.0 Establishment of Anniversary Bonus Paid Leave

- a) The District agrees to create and maintain a non-cashable Anniversary Bonus Paid Leave (“Bonus PL”) bank for eligible employees. Bonus PL hours shall be granted annually based on an employee’s anniversary year of employment.

13.1 Eligibility

- a) Eligibility for Anniversary Bonus PL begins after the employees completes their first year of continuous employment with the District and will be awarded in the employee’s second (2nd) year of employment.
- b) Full Time employees shall receive eight (8) hours of Bonus PL per anniversary year.
- c) Part-time employees shall receive four (4) hours of Bonus PL per anniversary year, provided they have worked a minimum of 1,000 hours in the preceding anniversary year.

13.2 Bank and Restrictions

- a) Anniversary Bonus PL hours shall be deposited into a separate, non-cashable, “use-it-or-lose-it” bank.
- b) Bonus PL hours have no cash-out value under any circumstances.

13.2.1 The maximum accumulation in the Bonus PL bank shall not exceed:

- a) Sixteen (16) hours for Full Time employees;
- b) Eight (8) hours for part-time employees.

13.3 Annual Deposit (“Dump”) Schedule

13.3.1 Anniversary Bonus PL hours shall be deposited according to the employee's Date of Hire as follows:

- a) Employees with hire dates January through June: deposit will occur in the pay period including May 30.
- b) Employees with hire dates July through December: deposit will occur in the pay period including November 30.

ARTICLE 14 – Long Term Sick Leave (LTS)

14.0 Eligibility- Benefited Employees

14.1 Full Time and Regular Part-Time employees accrue Long Term Sick in addition to Paid Time Off.

14.2 Accrual: Eligible employees accrue LTS at a rate of 0.027 hours for each hour paid, exclusive of Overtime, Standby, and Callback hours.

- a) Exception: Scheduled working hours that are changed to Cancelled Standby hours and cancel standby Callback hours will accrue LTS

14.3 Payout upon termination will be based on Hire Date with consecutive years of service

14.4 For Employees Hired Before January 1, 2026: No cap on the LTS bank

14.4.1 EAP/ EAP OPC:

- a) After 5 consecutive years of employment and upon termination:
Payout of 50% of accrued LTS, not to exceed \$7,500.00
- b) After 20 consecutive years of employment and upon termination:
Payout of 75% of accrued LTS, not to exceed \$22,500.00

14.4.2 EA/EA OPC:

- a) Following five (5) consecutive years of employment and upon termination or Status change to a non-benefited position, Long Term Sick Leave will be paid to the employee at 50% of hours accrued, not to exceed 500 net hours.
- b) Following twenty (20) years of employment and upon termination or Status change to a non-benefited position, Long Term Sick Leave will be paid to the employee at 75% of hours accrued.

14.5 For All Employees Hired On or After January 1, 2026: LTS sick bank is capped at 500 hours

- a) After 15 consecutive years of employment and upon termination:
Payout of 50% of accrued LTS, not to exceed 250 hours and \$7,500.00
- b) After 20 consecutive years of employment and upon termination:
Payout of 75% of accrued LTS, not to exceed 375 hours and \$22,500.00

14.6 Status Change and LTS Retention:

- a) Upon a change from Full Time or Regular Part-Time to a Non-Benefited Status, an employee will retain their LTS balance for one (1) year, but will not be eligible to use it unless they return to Full Time or Regular Part-Time Status.
- b) If the employee separates from District employment while in any non-benefited Status, all accrued LTS hours will be forfeited.
- c) Optional Payout at Status Change
 - 1. If an employee qualifies for an LTS payout at the time of their Status change to a Non-Benefited position, they may opt to receive the payout.
 - 2. By selecting this option, the employee will:
 - i. Forfeit all remaining LTS hours
 - ii. Forfeit seniority within their Department
 - iii. Forfeit seniority within the District as it relates to Paid Time Off accrual if an employee were to return to a benefited position.
 - iv. The employee must notify Human Resources prior to the effective date of the Status change.
 - 3. This decision is final and irrevocable once the Status change takes effect.

14.7 Use of Long-Term Sick during illness:

- 14.7.1 On the first two (2) days of any illness, the employee will use Paid Time Off. LTS usage begins:
 - a) On the 3rd calendar day of illness with a medical provider note;
 - b) Immediately upon hospitalization, if sooner; or
 - c) When the employee is eligible for and receives Workers' Compensation.

14.8 Integration with Short Term Disability or Workers' Compensation:

- a) Paid time off for illness will be deducted from the LTS bank and coordinated with any state-paid benefits or supplemental short-term disability benefits.
- b) When the employee qualifies for leave, it will be integrated to ensure they receive 100% of their Base Pay. This will be done by using available LTS to supplement Disability or Workers' Compensation payments, up to the maximum benefit.

ARTICLE 15- Paid Sick Leave (Non-Benefited)

- 15.0 The Paid Sick Leave benefit applies only to employees who are not eligible to accrue PL or LTS. Eligible employees receive paid time off to be used for their own illness or to care for a qualifying family member.
- 15.1 Paid Sick Leave may be used for: The diagnosis, care, or treatment of an existing health condition, preventive care, or to care for a qualifying family member. It may also be used for absences related to domestic violence, sexual assault, or stalking.
- 15.2 Where applicable, Paid Sick Leave shall run concurrently with other leave entitlements such as:
 - a) Kin Care (Labor Code §233)
 - b) California Family Rights Act (CFRA)
 - c) Family and Medical Leave Act (FMLA)
 - d) Any other mandatory protected leave
- 15.3 Current employees will receive a lump-sum grant of five (5) days of Paid Sick Leave each year on January 1st of each calendar year.
- 15.4 Newly hired employees will receive a lump-sum grant upon hire of five (5) days of Paid Sick Leave following the first 90 days of employment. A lump-sum grant will then be provided on January 1st each subsequent calendar year if the employee remains eligible.
- 15.5 Hours are determined by an employee's overtime/shift type as listed below:

Overtime/Shift Type	Annual PSL Hours
8 Hour & Over 40	40
10 Hour	50
12 Hour	60

15.6 A minimum of two (2) hours of Sick Leave may be used for partial sick days.

15.7 Advanced notice:

- a) If the leave is foreseeable, employees are required to give reasonable advance notice, if unforeseeable, employee must give notice as soon as possible.

15.8 Paid Sick Leave is not paid out upon separation from employment.

ARTICLE 16- Health, Dental, Vision and Life Insurance

16.0 All Full Time and Regular Part-Time employees are eligible to participate in the District's Group Health Insurance Program.

16.1 Coverage for new employees and eligible dependents shall become available the first of the month following completion of the initial sixty (60) calendar day employment period.

16.2 Health Plan Design and Premiums:

- a) The plan design is described in Health Insurance Plan Design (**Appendix B**). This plan will remain in effect from January 1, 2026 through December 31, 2027 as described below.
- b) Premiums for participation in health, dental and vision plans are as outlined in Health Insurance Premiums (**Appendix C**). 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 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 employee premium share.)

- c) Eligible Participants who elect to complete the annual health screening will receive a reduction to Health Insurance Premiums as outlined in Health Insurance Premiums (**Appendix C**).

- 16.3 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.
- 16.4 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, upon return from their Leave of Absence or Layoff.
- 16.5 The District agrees to maintain health insurance benefits for Full Time and Regular Part-Time employees for the period from January 1, 2026 to December 31, 2027 (excluding COBRA).
- 16.6 It is agreed that the District may change insurance carriers so long as the level of benefits is not decreased or premium costs are not increased except as outlined above.
- 16.7 The District will provide a dental program for all employees eligible to participate in the Group Health Insurance Program.
- 16.8 The District will provide a vision plan for all employees eligible to participate in the Group Health Insurance Program.
- 16.9 The District will provide a \$25,000 life insurance policy for all employees eligible to participate in the Group Health Insurance Program.

ARTICLE 17- Education Reimbursement

17.0 Eligibility

17.0.1 Employees eligible for education reimbursement include:

- a) Full Time
- b) Regular Part-Time
- c) Per Diem

17.0.2 To qualify, employees must have completed six (6) months of Continuous Service.

- 17.1 Eligible education must be related to the employee's current Job Title or to prepare for another job within the District to further career development:

- a) College-accredited courses

- b) Seminars, conferences, workshops
- c) Other educational programs upon management approval

17.2 EDU Hours – Annual Hour Allowance (excluding APP's)

Employee Type	Annual EDU Hours
Full Time	24 hours
Regular Part-Time	16 hours
Per Diem (with 1000+ hours worked in prior fiscal year)	8 hours

- a) Unused hours and funds carry over at fiscal year-end
- b) Maximum accrual: No more than 2x the annual allotment for hours or expenses

17.3 Education Expense Reimbursement – Annual Dollar Allowance (excluding APP's)

17.3.1 These funds can be used for registration, books, materials, and other related costs in line with IRS guidelines. Approval for dollars spent requires management approval.

Employee Type	Annual Expense Reimbursement
Full Time	\$800
Regular Part-Time	\$600
Per Diem (with 1000+ hours worked in prior fiscal year)	\$400

17.4 Payment for College Courses

- a) Reimbursement for college courses will be paid after successful course completion, based on the employee's Status at the time of course completion.

17.5 Licensure and Certification Reimbursement

a) If the District offers certification education required for an employee's position as outlined in their Job Description, the employee may take advantage of this education without using their education funds or hours. However, if the employee chooses to pursue the certification outside of the District, they may utilize their education funds for the external training.

- b) Employees required to maintain a license or certification may request reimbursement for:

- i. Cost of license/certification renewal
- ii. CEUs (reimbursed at 1 hour per CEU completed)

- iii. Exam fees related to required licensure or certification

17.6 No Accrual of Additional Benefits

- a) Benefits will not be accrued on EDU hours
- b) Overtime is not paid for EDU hours

17.7 Submission Deadlines

- a) Requests for paid educational leave or reimbursement must be submitted within thirty (30) days of completion of EDU hours
- b) Requests for advance registration payment must be submitted at least 1 month in advance
- c) Late submissions will not be accepted

17.8 Proof of Completion Required

17.8.1 To receive reimbursement the following must be submitted to your Department manager:

- a) Proof of attendance for any conferences, classes, educational trainings
- b) All expenses must be documented using a reimbursement form with receipts attached

17.9 To receive EDU Hours, the following must be submitted to your Department Manager:

- a) Proof of attendance with attached CEUs or hours of attendance

17.10 Completed Requests

- a) Fully completed requests, including all documentation, for conferences/classes taken in June must be submitted within the first two (2) weeks of July to be credited against the employee's MOU education fund for that fiscal year.

17.11 All-Day Events and Missed Shifts

- a) Those who are approved and who are attending an all-day conference/class that is equal to or in excess of eight (8) hours may request to use their education hours up to the hours of their missed shift in lieu of using Paid Time Off (PL). This only applies to those who are missing a Scheduled Shift.
- b) Employees are eligible to take EDU hours above their FTE in any given Work Week as it not inclusive of overtime or benefits.

17.12 Advanced Practice Providers (APPs)

- a) Reimbursement rules and requirements as outlined above are applicable to APP's.

17.13 Applies to Full & Part-Time:

- a) Nurse Practitioners
- b) Physician Assistants

Employee Type	Annual Reimbursement	EDU Hours
Full Time	\$4,000	32 hours
Regular Part-Time	\$2,500	24 hours
Non-Benefited (must work greater than 1000 hours in the fiscal year)	\$1,000	8 Hours

- c) Unused hours and funds are not eligible for rollover.

Changes to APP education will become effective July 1, 2026.

ARTICLE 18- Premium Holiday Pay and Holiday Scheduling

18.0 Employees shall be paid time-and-one-half (1.5) of their base hourly rate for all hours worked on the following days:

- a) New Year's Day
- b) President's Day
- c) Memorial Day
- d) July 4th
- e) Labor Day
- f) Thanksgiving Day
- g) Christmas Eve Day
- h) Christmas Day
- i) New Year's Eve Day

18.1 Premium pay is received for hours worked during the actual twenty-four (24) hours of the holiday.

18.2 The District will make reasonable efforts, when patient care permits, to rotate holidays among Benefited Employees who work in Departments that require holiday coverage. If the District has a need, Non-Benefited Employees will be required to cover holidays.

18.3 Per Diem employees will be required to provide availability for at least two of the following holidays on a rotational basis:

- a) New Year's Day
- b) July 4th
- c) Thanksgiving
- d) Christmas Eve
- e) Christmas Day
- f) New Year's Eve

ARTICLE 19- Scheduled Hours

- 19.0 Employees assigned to work eight (8) hour shifts will receive overtime pay of one and one-half (1.5) times the employee's pay for all time worked in excess of eight (8) hours per work day or eighty (80) hours in any two (2) week pay period.
- 19.1 Employees assigned to work ten (10) hour shifts will be paid overtime for hours worked in excess of ten (10) hours per work day or forty (40) hours in a seven (7) day Work Week.
- 19.2 Employees assigned to work twelve (12) hour shifts will be paid overtime at a rate of one-and-one-half (1.5) times the employee's pay for hours worked in excess of twelve (12) hours per work day or forty (40) hours in a seven (7) day Work Week.
- 19.3 Employees working more than sixteen (16) consecutive hours, with a break of two (2) hours or less, will be paid overtime at twice their hourly wage for all hours in excess of the sixteen (16) hours worked.
- 19.4 Per Diem employees will automatically be assigned a twelve (12) hour shift type unless otherwise defined by Department.
- 19.5 The District may enter into voluntary agreements with individual employees who desire to be paid on a forty (40) hour Work Week basis with overtime calculated only after forty (40) hours of work in a Work Week. Such voluntary agreements shall be documented in each employee's personnel file.
- 19.6 Employees with less than 6 hours between shift will be paid overtime for the next shift they work
- 19.7 Employees in the IT Department who are represented by the Union may be deemed either exempt or non-exempt under the provisions of the Fair Labor Standards Act.
- 19.8 Outpatient Clinic Employees
 - a) Employees will be paid on a forty (40) hour Work Week basis with overtime calculated only after forty (40) hours in a Work Week.
- 19.9 Exempt Employees
 - a) Exempt employees are paid on a salaried basis, receiving the same salary each pay period for the body of work performed according to the Fair Labor Standards Act.
 - b) Exempt employees do not receive payment for specific hours worked and do not receive overtime.
 - c) Deductions may be made if allowed by the Fair Labor Standard Act. For example, for personal time off or sick or Leave of Absence. If the employee has accrued paid leave, PL may be paid in partial days.

ARTICLE 20- Work Schedules

- 20.0 The District shall publish Work Schedules at least fourteen (14) days in advance for a minimum 14-day period. Published schedules will indicate the date posted and will be accessible to all employees. At the time of the posting, it is the employee's responsibility to check the Work Schedule.
- 20.0.1 Work Schedules may be adjusted after posting with the mutual agreement of the manager and employee, to meet the needs of either the employee or the District.
- 20.1 Shift trades will be permissible as long as the employee is qualified/trained to work the shift and employees notify managers and/or supervisors in advance of the date for which the trade will occur.
- 20.1.1 Shift trades may not result in overtime unless approved by management.
- 20.2 Part-Time employees will be required to Flex Up based on the needs of the District in the following manner:
- 20.2.1 Volunteers
- a) If no volunteers, then Part-Time employees will be flexed up on a rotational basis.
- b) If Part-Time employees are required to Flex Up, they will be offered the ability to choose shifts prior to Per Diem employee shifts being allocated.
- 20.3 Employees unable to work a Scheduled Shift due to unforeseen circumstances are required to notify their supervisor for the shift at least two (2) hours prior to the beginning of the shift, when possible.
- 20.4 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 four (4) Weekend shifts per month will be expected. For those employees working 10-hour shifts, a minimum of three (3) Weekend shifts per month will be expected. For those working 12-hour shifts, a minimum of three (3) Weekend shifts per month will be expected. Employees who wish to work every Weekend may submit a written request to management. If a sufficient number of employees volunteer to Work Weekends, the Weekend work requirement for other employees may be reduced. Management reserves the right to schedule staff above the minimum Weekend requirement as needed, based on Departmental operational needs.
- 20.5 If a Benefited Employee does not meet their designated FTE Status during the Work Week, the employee may request management approval to pick up additional hours within the same Work Week to fulfill their FTE. Approval is subject to the operational needs of the District. Overtime or Premium Pay will not be granted for hours worked solely to meet the employee's FTE requirement. This provision does not apply if the employee has a sick call during the Work Week.

20.6 Outpatient Clinics & EA

- a) Based on staffing needs, an Outpatient Clinic or EA Employee may have their assigned Work Location changed. If this change in location is outside of a 5-mile radius from the original scheduled Work Location the employee is eligible for mileage reimbursement and travel time. Reimbursement will be calculated based on the current IRS standard mileage rate, for roundtrip travel from the employee's home Department (i.e., the originally scheduled location) to the reassigned Work Location. Employees will be notified of any location changes as early as possible. If an employee reports to their originally scheduled location due to no prior notification of a location change, the employee may be eligible for a shift bonus, at the discretion of management.
- b) When location changes are necessary, they will be assigned on a rotational basis among employees, unless an employee voluntarily agrees to take the reassignment. The employee's scheduled hours of work will not be changed unless both the employee and the manager mutually agree to the change.

ARTICLE 21- Meals and Rest Periods

21.0 It is the District's intent to provide employees Meal Periods and Rest Periods.

21.1 Employees working shifts of more than six (6) hours will be provided two (2) fifteen-minute paid Rest Periods. One during the first half of the shift, and a second during the last half of the shift.

a) Employees working four (4) to six (6) hours are provided one fifteen-minute paid Rest Period.

21.2 An unpaid thirty (30) minute Meal Period shall be provided to all employees working shifts of more than six (6) hours.

21.3 If an employee is not provided a Meal Period or Rest Period, the employee will receive a premium of one (1) hour at their regular rate of pay. This Missed Meal Period Premium and the Missed Rest Period Premium is equivalent to the rules of premium pay and shall not be included when calculating an employee's regular rate of pay for the Work Week. An employee may not receive more than one missed Meal Period Premium and one missed Rest Period Premium per workday. Missed Meal Period and Rest Period Premiums do not contribute to daily or weekly overtime.

21.4 To ensure that Missed Rest Periods and Meal Periods are properly recorded and compensated, employees must record any Missed Meal Period or missed Rest Period by submitting an Involuntary Missed Meal/Rest Period Form signed and acknowledged by the employee and their manager along with recording it in the payroll system.

a) This Article does not require the District to ensure that available Meal and Rest Periods are actually taken. Employees who waive or fail to take their Meal Periods and Rest Periods when it is possible to take them will not be entitled to receive a Missed Meal Period Premium or Missed Rest Period Premium.

21.5 On-Duty Meal Period Employees

- a) Employees may voluntarily sign an on-duty meal period waiver if they are in a role that necessitates this due to the nature of their position.

ARTICLE 22- Leave of Absence

22.0 District employees may be eligible for four types of leaves of absence: Regulatory Leave of Absence, Protected Benefited Leave of Absence, Non-Protected Benefited Leave of Absence, and Unpaid Leave of Absence.

22.1 Regulatory Leave of Absence

- a) Administration of this type of leave is set forth in District policies and is based on state and federal statutes. Refer to district policies for eligibility, request processing, insurance premiums on leave, and other information.

22.2 Protected Benefited Leave

22.2.1 District employees who do not qualify for a Regulatory Leave of Absence, or who have exhausted their Regulatory Leave, may be approved for time off of work with job protection for up to a total of nine (9) months. This nine-month period immediately follows the exhaustion of Regulatory Leave time already taken, if applicable. During the Protected Benefited Leave, the District will cover the cost of health insurance. In order to be eligible for Protected Benefited Leave, the following conditions must be met:

- a) Available Long-Term Sick and/or Paid Time Off benefits to cover the leave requested
- b) Written notification from a medical provider demonstrating the need for leave and/or continued leave

22.2.2 The District will consider all requests based on the same criteria as Regulatory Leave excluding qualifying hours. Employees have the option to waive their job protection and give permission for the District to post their job prior to the end of Protected Benefited Leave.

22.3 Non-protected Benefited Leave

22.3.1 District employees who have exhausted Regulatory Leave or are ineligible for Regulatory Leave, and who are outside of the nine-month time frame of Protected Benefited Leave, may qualify for Non-protected Benefited Leave until all available Long-Term Sick and/or Paid Time Off benefits have been used. During the Non-protected Benefited Leave, the District will cover the cost of health insurance. Employees will still be responsible for their premium payments through payroll deduction. Employees returning prior to the end of their approved Non-protected Benefited Leave may apply for, and will be considered, for the first available position(s) for which they are qualified.

22.3.2 In order to be eligible for Non-protected Benefited Leave, the following conditions must be met:

- a) Available Long-Term Sick and/or Paid Time Off benefits to cover the additional leave requested
- b) Written notification from a medical provider demonstrating the need for continued leave
- c) The District will consider all requests based on the same criteria as Regulatory Leave, excluding qualifying hours

22.4 Unpaid Leave of Absence

22.4.1 District employees who have exhausted Regulatory Leave, or are ineligible for Regulatory Leave, and who have no available Paid Time Off or Long Term Sick benefits, may be eligible for an Unpaid Leave of Absence for up to one (1) year at the discretion of the District.

22.4.2 Procedure for Unpaid Leave of Absence:

- a) An employee must have completed one (1) year of continuous employment to be eligible for an Unpaid Leave of Absence.
- b) Requests for an Unpaid Leave of Absence must be in writing to the Department manager, outlining the reason for the leave and length of time requested.
- c) The District will continue coverage of health insurance for the first thirty (30) days of an Unpaid Leave of Absence and the employee is responsible for their portion of the premium costs for individual and dependent coverage.
- d) Beginning on the first day of the second month of an Unpaid Leave of Absence, the employee will be eligible for COBRA benefits. The District will not cover COBRA costs for any portion of the Unpaid Leave of Absence.
- e) Those on Unpaid Leave of Absence will remain employees of the District, but do not have job protection.
- f) Employees returning prior to the end of their approved Unpaid Leave of Absence may apply for, and will be considered, for the first available position(s) for which they are qualified. Seniority within the District will be adjusted by the length of any leave that is greater than thirty (30) days.

ARTICLE 23- Retirement

23.0 District-Sponsored Plans

- a) The District shall maintain retirement savings options for employees. The District currently maintains the Tahoe Forest Hospital District Employee's Money Purchase Plan for eligible employees as defined in District policy.

23.1 457 Deferred Compensation Program

- a) All employees, except Temporary Employees, shall be eligible to participate in the District's 457 non-qualified Deferred Compensation Program.

23.2 District Matching Contributions

- a) The District shall provide a matching contribution to Full Time and Regular Part-Time employees participating in the Section 457 Deferred Compensation Plan in accordance with the employer matching schedule listed below.

23.3 Matching Contribution Schedule for Bargaining Unit Employees

- 23.3.1 Employer matching contributions for all employees in the bargaining unit shall be as follows:

- a) 3% match at hire
- b) 6% match at 10 years of service
- c) 7% match at 15 years of service

ARTICLE 24 – Longevity Retention Bonus

24.0 This article does not pertain to employees in the Outpatient Clinics (OPC EA/EAP)

24.1 Employees hired on or after July 1, 2022, are not eligible for the Longevity Retention Bonus.

24.2 Employees Association of Professionals:

24.2.1 Employees Hired Prior to July 1, 2013

- a) Full Time and Regular Part-Time employees hired prior to July 1, 2013, shall be eligible to receive Lump Sum bonuses and Deferred Compensation matches in five (5) year increments according to the following schedule and based on Continuous Service.

Longevity Level	Years of Service	Lump Sum Bonus	Deferred Compensation Match
Level 1	10 years	None	6%
Level 2	15 years	2% of earnings over prior five (5) calendar years (excluding prior bonuses)	7%
Level 3	20 years	5% of earnings over prior five (5) calendar years (excluding prior bonuses)	7%
Level 4	25 years	7% of earnings over prior five (5) calendar years (excluding prior bonuses)	7%
Level 4 is repeated every five (5) years thereafter			7%

24.2.2 Employees Hired On or After July 1, 2013

- a) Full Time and Regular Part-Time employees hired on or after July 1, 2013, shall be eligible for longevity bonuses and Deferred Compensation matches according to the following schedule and based on Continuous Service:

Longevity Level	Years of Service	Lump Sum Bonus	Deferred Compensation Match
Level 1	10 years	None	6%
Level 2	15 years and every 5 years thereafter	2% of earnings over prior five (5) calendar years (excluding prior bonuses)	7%

24.3 Employees Association:

24.3.1 Employees Hired On or Before December 31, 2013

- a) Full Time and Regular Part-Time employees hired on or before December 31, 2013, shall receive Lump Sum longevity bonuses and Deferred Compensation matches as follows:

Longevity Level	Years of Service	Lump Sum Bonus
Level 1	10 years	1.5% of prior one (1) year's earnings
Level 2	15 years	2% of earnings over prior five (5) calendar years (excluding prior bonuses)
Level 3	20 years	5% of earnings over prior five (5) calendar years (excluding prior bonuses)
Level 4	25 years and every 5 years thereafter	7% of earnings over prior five (5) calendar years (excluding prior bonuses)

24.3.2 Employees Hired On or After January 1, 2014

- a) Full Time and Regular Part-Time employees hired on or after January 1, 2014, shall be eligible for the following longevity bonus schedule:

Longevity Level	Years of Service	Lump Sum Bonus
Level 1	10 years	None
Level 2	15 years and every 5 years thereafter	2% of earnings over prior five (5) calendar years (excluding prior bonuses)

24.4 Bonus Payout Timing for all longevity bonus payouts

24.4.1 Anniversary Year Determination

- a) Longevity levels shall be achieved during the applicable anniversary year (i.e., 10, 15, 20, 25, etc.).

24.5 Payout Schedule

- a) For employees with a Date of Hire from January 1 to June 30, the bonus shall be paid by or on May 30.
- b) For employees with a Date of Hire from July 1 to December 31, the bonus shall be paid by or on November 30.
- c) All payouts for levels 2 and above shall be based on the employee's earnings over the prior five (5) calendar years, excluding any previous bonus payments.

24.6 Termination Prior to Distribution

- a) Employees who meet the applicable longevity anniversary date but are scheduled to separate from employment with the District prior to the distribution date shall receive the full Longevity Retention Bonus at the time of separation.

24.7 Longevity Bonus Eligibility and Schedule Adjustment

- a) Only wages earned while serving in a represented position shall be used in calculating the longevity bonus amount.
- b) If an employee's most recent longevity bonus was paid on a date that does not align with their service anniversary, a new Longevity Retention Bonus Date shall be established based on the last bonus payment. Future bonuses will be paid in five (5) year increments from that adjusted date.

ARTICLE 25- Bereavement Leave

- 25.0 Full Time and Regular Part-Time employees who have completed 30 days of employment shall be granted Bereavement Leave of up to five (5) scheduled work days, not to exceed nine (9) consecutive days, with pay in the event of the death of a member of their immediate family. These days need not be taken consecutively.
- 25.1 Reasonable documentation may be requested to verify the need of Bereavement Leave.
- 25.2 For the purposes of Bereavement Leave, “immediate family” is defined as: spouse, parent, grandparent, child, stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchild, or a member of the household, or a person standing in loco parentis.
- 25.3 Bereavement Leave may also be used by an employee who has experienced a fetal loss, including failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Employees experiencing reproductive-related Bereavement Leave are eligible for up to five (5) scheduled work days per event. If an employee experiences more than one reproductive loss event within a 12-month period, the District is not required to provide more than twenty (20) days of reproductive loss leave within that 12-month period.
- 25.4 Payment for Bereavement Leave shall be deducted from accrued Long Term Sick Leave (LTS) hours. If LTS hours are not available or exhausted, employees may use Paid Leave (PL) hours. If neither is available, unpaid leave may be granted.
- 25.5 Time missed for Bereavement Leave shall not be counted as an unexcused absence occurrence.

ARTICLE 26 – Pay for Previous Experience

26.0 Definition of Relevant Experience

- a) For licensed Classifications, relevant experience is defined as clinical work performed from the employee’s original licensure date, including Full Time, part-time, and per-diem experience, provided such work aligns with the duties and competencies of the Classification or specialty area in which they are applying.

26.1 Credit for Relevant Experience

- a) Experience earned after the original licensure date shall be credited as follows:

26.2 Work Environment Similarity – Full Credit

- a) Employees shall receive full year-for-year credit (1.0 year per 1.0 year worked) for time worked in a clinical environment that is substantially similar to the Classification or specialty area in which they are applying.

26.3 Clinical Skills and Competencies – Partial Credit

a) Experience in which the employee performed clinical skills and competencies aligned with the Classification shall be credited at 0.8 of a year for each full year worked. This applies when the environment may differ, but the skills are relevant.

26.4 Benefited Example – Full Time or Part Time position

a) The following table illustrates how Credit for Relevant Experience is credited for a nurse applying to a Critical Care (ICU) position. The nurse has 10 years of Full Time/Part Time Med/Surg experience and 2 years of Full Time/Part Time Critical Care experience.

Experience Type	Years Worked	Credit Rule	Calculation	Credited Years
Critical Care (same environment)	2 years	Full credit (1.0 per year)	2×1.0	2.0 years
Med/Surg (different environment, skills relevant)	10 years	Partial credit (0.8 per year)	10×0.8	8.0 years
Total Credited Experience	—	—	—	10.0 years

26.5 Per-Diem Experience

26.5.1 Per-Diem experience shall be included in the calculation of Relevant Experience under the following terms with the exception of those working above 0.6 FTE consistently for a given year:

- Credited proportionally based on actual hours worked compared to a Full Time Equivalent (FTE).
- Applied to the categories as defined by Credit for Relevant Experience at the appropriate credit rate (1.0 year or 0.8 year).
- Must be verifiable through employer documentation or competency records.
- May be reduced if the Per-Diem work is so infrequent that it does not maintain competency, with mutual agreement between the Employer and the Union.
- Per-diem hours involving these skills shall be pro-rated based on actual hours worked and verified competency usage.

26.6 Per-Diem Example – Nurse Applying to ICU

Experience Type	Years Worked	Average FTE / Per-Diem Ratio	FTE-Adjusted Years	Credit Rule	Calculation	Credited Years
Critical Care (same environment)	3 years	0.3 FTE	$3 \times 0.3 = 0.9$	Full credit (1.0)	0.9×1.0	0.9 years
Critical Care (same environment)	1 year	0.8 FTE	$1 \times 1.0 = 1$	Full credit (1.0)	1×1.0	1 year
Med/Surg (skills relevant)	5 years	0.5 FTE	$5 \times 0.5 = 2.5$	Partial credit (0.8)	2.5×0.8	2.0 years
Total Credited Experience	—	—	—	—	—	3.9 years

26.7 Pay Range Adjustment Based on Credit for Relevant Experience

Years of Credited Experience	Percent Above Pay Range Minimum
0–1.9 years	0%
2–3.9 years	3%
4–5.9 years	6%
6–7.9 years	9%
8–9.9 years	12%
10+ years	15%

26.8 In certain circumstances, including hard-to-fill positions or applicants with considerable experience, an employee may be hired over the midpoint in the pay range.

26.8.1 Human Resources will:

- Review and approve all exceptions outside the above guidelines.
- Review salaries of staff in the same Job Title and Department to determine if adjustments are necessary.
- Inform the Union Board of any such action.

26.9 Non-Licensed Classifications- Credit for Relevant Experience

26.9.1 Experience earned in positions after entry into the workforce shall be evaluated for relevance based on:

- Similarity of Work Environment: How closely the prior role mirrors the responsibilities, pace, and structure of the Classification or specialty.

- b) Skills and Competencies: How well the employee's prior skills and duties transfer to the Classification.
- c) Experience may be credited fully, partially, or not at all, at the discretion of Human Resources, in consultation with the hiring manager and consistent with Departmental and Union guidelines.

26.9.2 Pay Range Adjustment Based on Credit of Relevant Experience

Years of Credited Experience	Percent Above Pay Range Minimum
0–2 years	Pay range minimum up to 3%
2-5 years	Pay range minimum up to 7%
5-8 years	Pay range minimum up to 10%
8+ years	Pay range minimum up to 15%

ARTICLE 27 – Status Changes

27.0 For the purpose of the following Status changes within a Department, (Benefited) Job Vacancies will be filled in the following manner:

- a) Seniority based on hire date into Benefited position within the Department in the applicable Job Classification.

27.1 For purposes of the following Status changes within a Department, (Non-Benefited to Benefited, excluding temporary) Job Vacancies will be filled in the following manner:

- a) Seniority based on hire date into the Department in the applicable Job Classification.

27.2 For the purpose of all non-benefited Status changes within a Department, (excluding temporary) Job Vacancies will be filled in the following manner:

- a) Seniority based on hire date into the Department into applicable Job Classification.

27.3 In cases where an employee is currently on an active Performance Improvement Plan or has received a rating below 3.0 on their most recent performance evaluations, seniority may not be the sole determining factor at management's discretion.

27.4 For the purpose of a Temporary Employee Status change to any other Status within the Department, Job Vacancies will be filled in the following manner:

- a) Evaluation of candidates including; hire date into the Department, licensure, certifications, experience, skills, abilities, review of performance evaluations and job references. Manager has the right to review any

discipline issued in the previous year.

- b) For the purpose of Temporary Employee Status changes, Manager will be required to provide a measurable Rubric for interviewing and scoring potential candidates.

ARTICLE 28- Job Vacancies

28.0 All open job positions shall be posted for a minimum of seven (7) calendar days on the website.

28.1 Employees are eligible to submit a job transfer to another Department in the District following their Probationary Period in their current job. Excludes intra-Departmental employee Status changes, such as Regular Part Time to Full Time or night shift to day shift as defined in Article 27, Status Changes.

28.2 For purposes of Job Vacancies, it is the intent of the District to promote and hire from within when possible. All candidates meeting the minimum requirements as listed in the job specifications will be equally considered based on the following:

- a) Benefited Employees within the Department based on seniority, licensure, certifications, experience, skill and abilities, review of performance evaluations, job references, successful completion of Probationary Period, and discipline issued within the last two (2) years.
- b) Non-Benefited Employees within the Department based on seniority, licensure, certifications, experience, skill and abilities, review of performance evaluations, job references, successful completion of Probationary Period, and discipline issued within the last two (2) years.
- c) Benefited Employees within the District based on seniority, licensure, certifications, experience, skill and abilities, review of performance evaluations, job references, successful completion of Probationary Period, and discipline issued within the last two (2) years.
- d) Non-Benefited Employees within the District based on based on seniority, licensure, certifications, experience, skill and abilities, review of performance evaluations, job references, successful completion of Probationary Period, and discipline issued within the last two (2) years.
- e) Candidates who are not currently employed by the District based on licensure, certifications, experience, skill and abilities, and job references.

28.3 Management will be required to develop a customized rubric tailored to the unique needs of their team or Department. This rubric must be measurable, clearly defined, and consistently applied to all candidates to ensure fairness, objectivity, and alignment with organizational standards. A standardized, position-specific interview panel, interview questions, and rubric will be used to identify the top candidate.

28.3.1 Measurable

- a) Each competency must be rated on a numerical scale (e.g., 1–4 or 1–5) and include performance indicators that can be observed or verified.

28.3.2 Clearly Defined

- a) Each rating level must clearly describe the behaviors or skills expected, avoiding vague terms or ambiguous descriptions.

28.3.3 Relevant to the Role

- a) Competencies must directly align with the key duties and responsibilities of the position being filled.

28.3.4 Seniority Consideration

- a) Seniority may be factored into the evaluation. Senior candidates may be given additional consideration for their experience, tenure, and knowledge of organizational processes.

28.3.5 Consistency

- a) The same rubric must be applied to all candidates for the same position to ensure a fair and unbiased evaluation.

28.4 Increase at time of transfer to higher paying Classification

- a) Each employee will receive an increase of at least two and a half percent (2.5%) in Base Hourly Rate by virtue of any promotion that the employee receives. A promotion shall mean a position in a different and higher paying Classification. The determination of salary increase will be based on skills, ability and experience.

- 28.5 If the applicant is a current District employee, the hiring manager has the right to review prior two (2) years performance evaluations to identify any rating under 3.0 and any disciplinary actions within the last twelve (12) months. Hiring manager may take these into consideration after discussion with the applicant.

ARTICLE 29- Layoff and Recall

- 29.0 Layoffs and Recall shall be within a Department by Job Title or Classification and employee Status.

- 29.1 The sequence of employees' Status within a Job Title to be laid off shall be as follows:

- a) Any employee who volunteers;
- b) Temporary Employees;
- c) Per Diem employees;
- d) Short Hour and Casual Part-Time employees;
- e) Regular Part Time and Full-Time employees on an equal basis

29.2 Within each Status, Layoffs will be applied within each Job Title in the following manner:

- a) Most recent Date of Hire into Department;
- b) Most recent Date of Hire into current Job Title;
- c) Most recent Date of Hire to the District.

29.3 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.

29.4 In the event that an employee is on Layoff Status, that Status will not exceed twelve (12) months. At the end of the twelfth (12) month, the employee will be terminated.

29.5 When Layoffs are anticipated, no posted positions and/or anticipated openings in the affected Job Titles 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.)

29.6 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.

29.7 All employees on Layoff shall notify the Human Resources Department of any changes to their return eligibility. In the event that an employee is unable to return to work within seven (7) calendar days from receipt of notice of Recall, they will be terminated, but in no event (barring emergencies) shall an employee be given more that 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.

29.8 The District will notify the Union at least thirty (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.

29.9 The parties will meet to discuss the reason for the Layoffs, the impacts, the planned schedule, and any alternatives such as Voluntary Exit Incentive offerings.

- 29.10 Human Resources will review open jobs and expected openings and notify managers/directors not to fill these positions until the Union and Human Resources can meet and confer about possible relocation to said positions. Posted position will be removed from the job posting board until all staff movements have been resolved.
- 29.11 Any employee who transfers to a new position or is Recalled to a vacant position will be given ninety (90) days to demonstrate his or her ability to perform the work. Evaluation of performance during the ninety (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 they would otherwise have received.
- 29.12 If in those ninety (90) days, the employee does not perform satisfactorily they will be returned to the Recall list.
- 29.13 Bumping Rights
- a) In the event of Layoffs, an employee who has been promoted or transferred into a different Job Title and/or Department shall retain the right to return to the Job Title and/or Department from which they were promoted or transferred. Employees will retain months of service credit in the prior Job Title. 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 30- Shift Differential

- 30.0 In order to incentivize employees to work specific times of the day that can be challenging to schedule, the District offers the following Shift Differentials outlined below. The Shift Differential shall only apply to hours worked.
- 30.1 Employees working between the hours of 6:00pm (1800 hours) and 11:59pm (2359 hours) will receive an evening Shift Differential of \$3.50 per hour.
- 30.2 Employees working between the hours of 12:00am (0000 hours) and 7:00am (0700 hours) will receive a night shift Differential of \$7.50 per hour.
- 30.3 Employees working between the hours of 12:00am (0000 hours) Saturday and 11:59pm (2359 hours) Sunday will receive a Weekend Shift Differential of \$4.25 per hour.

ARTICLE 31- Grievance, Adjustment and Binding Arbitration/Hearing

- 31.0 Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this MOU Agreement. An employee may be represented by the Union at any Step in the procedure. A grievance may apply to any alleged violation of this

MOU Agreement or any other written agreement between the Union and District. The District shall notify the Union 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 Union notification.

- 31.1 In order to be timely, a grievance must be submitted within the time limits set by this Article as measured from the event giving rise to the grievance, or within thirty (30) calendar days of when the grievant knew, or with reasonable inquiry, should have known of the event. Grievances related to suspension or termination must be filed within fifteen (15) calendar days from the date of notification to the employee.
- 31.2 If the grievance involves general interpretation of the contract and is submitted by the Union, the grievance automatically advances to Step 2. If the grievance involves a suspension or termination, the grievance automatically advances to Step 4.
- 31.3 Grievances alleging unlawful harassment, discrimination or retaliation by an individual supervisor or Department head may be submitted directly to the Chief Human Resources Officer or designee and do not need to be copied to the relevant supervisor or Department head.

31.4 District Grievances

a) District grievances shall be submitted at the Step 3 level, in writing, directly to the Union President or designee and Business Agent, who shall arrange a meeting with the Chief Human Resources Officer or designee no later than fifteen (15) calendar days from the date of presentation. The Business Agent, Union President or designee shall forward a written response to the grievance to the Chief Human Resources Officer within fifteen (15) calendar days after the meeting. If no resolution is reached in this Step 3 process, the District may submit the matter to Step 5 binding arbitration by written notice to the Business Agent and Union President within fifteen (15) calendar days of delivery of the Step Three written response.

31.5 Grievances Concerning Strikes or Lockouts

a) If the District's or the Union'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.

31.6 Grievance Procedure

31.6.1 The grievance procedure is a process that allows employees and/or Union representatives and Management 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:

a) Step One – Informal Discussion: Within fifteen (15) calendar days of any alleged violation of this Agreement, employees/Union representatives shall discuss their grievance

with management and Chief Human Resources Officer or designee in an attempt to resolve the dispute in an informal manner.

b) Step Two – Written Grievance: If the employee and their Union representative feel that the dispute was not settled in Step One, they may submit the grievance in writing to the Chief Human Resources Officer or designee with a copy to management within fifteen (15) calendar days of the Step One discussion. The District shall have fifteen (15) calendar days to respond in writing. In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this MOU Agreement which have been violated or are in dispute, and the requested remedy. The Union and the CHRO or designee may meet and confer on the written grievance at this time and prior to the written reply from the CHRO or designee.

c) Step Three – Formal Discussion: If a resolution is not reached at Step Two, the grievance may be presented to the District Chief Executive Officer or designee within fifteen (15) calendar days from delivery of the District's written response at Step Two. The District Chief Executive Officer or designee may direct management to meet with the employee, Union President or designated Union Representative and the Chief Human Resources Officer or designee to discuss the matter. Human Resources will arrange the meeting no later than fifteen (15) calendar days from the date of request from CEO to presentation to the Chief Human Resources Officer or designee. The Chief Human Resources Officer or designee shall forward a written response to the grievance to both the employee and the Union President within 5 business days after the Step Three meeting.

d) Step Four – Board of Adjustment: If the grievance is not settled in Step Three, the grievance may be submitted to an Adjustment Board by delivering written notice to the Chief Human Resources Officer within fifteen (15) calendar days of delivery of the Step Three written response. The Adjustment Board consists of two District representatives and two representatives from the Union for a total of four members. The District shall be solely responsible for choosing its representatives and the Union 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 Board of Adjustment will provide a written decision to all parties involved upon the conclusion of the hearing. 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

e) Step Five – Arbitration: If the grievance is not resolved in Step Four, either the District or the Union may submit a request to initiate binding arbitration. A Union request to submit the matter to arbitration must be filed with the Chief Human Resources Officer or designee within fifteen (15) calendar days of completion of Step 4. A District request to submit the matter to arbitration must be submitted to the Union President or designated Union Representative within fifteen (15) calendar days completion of Step 4. Only the Union or the District (not individual employees) may move a matter to arbitration.

f) Arbitration Procedure (Step 5):

- i. The Chief Human Resources Officer or designee and a Union representative will promptly meet to attempt to mutually select an Arbitrator. If they cannot agree, either the District or the Union may ask the State Mediation and Conciliation Service (SMCS) to submit seven names of arbitrators. The Union and the Chief Human Resources Officer or designee shall meet within five (5) calendar 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.
- ii. 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.
- iii. The expenses of the arbitration, including the arbitrator's fees, the cost of a court reporter and arbitrator's transcript copy, and other expenses incidental to the arbitration shall be shared equally by the Union 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.
- iv. 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 MOU Agreement or District policy in any way. Jurisdiction shall extend to claims of violation of specific written provisions of the Agreement. The arbitrator may not award back wages to the grievant beyond thirty (30) 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.
- v. The arbitrator may award reinstatement only or reinstatement with full or partial back pay in all disciplinary disputes (demotion, suspension or discharge matters).
- vi. The arbitrator's decision shall be final and binding upon both parties.
- vii. 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.
- viii. The District 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 fourteen

(14) days of the District's or Union'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.

- ix. In the event that the District Board of Directors overturns the arbitrator's decision, the Union may request reimbursement for reasonable legal fees incurred in connection with the arbitration and the Board's review. The District shall meet and confer with the Union regarding any such request.
- x. The District Board of Directors decides to hold a further formal hearing, it shall do so with at least fourteen (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 Union'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.
- xi. The District Board of Directors' decision shall be final and binding upon both parties.
- xii. The District 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.

31.7 Grievances Concerning Strikes or Lockouts

a) If the District's or the Union'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.

31.8 Time Limits

a) Time limits may be waived only with the mutual written agreement of both parties. Unless waived or modified by express written agreement, the time limits contained herein shall be strictly construed. No grievance shall be subject to arbitration 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.

31.9 Forms and Documents

- a) Necessary forms or documents to be utilized under this procedure shall be adopted by the parties.

ARTICLE 32- Discipline and Discharge

- 32.0 Employees may be disciplined or discharged, for just cause, for infractions not consistent with District policy and procedures and/or professional conduct according to the process described in this Article.
- 32.1 During the initial Probationary Period, employees may be disciplined or discharged at the District's discretion without recourse to the grievance procedure or just cause standard.
- 32.2 The parties agree that any discipline or discharge following the initial Probationary Period shall be subject to the standards and grievance procedures expressly provided under this MOU.
- 32.3 Management is encouraged to provide coaching in a values-supportive discussion regarding behaviors that shall not be considered discipline. Coaching is intended to provide an informal method for direct interaction for addressing perceived issues, and is not subject to the Grievance Procedure.
- 32.4 Coaching may be used to substantiate a disciplinary action for up to one (1) year. If there is a demonstrated pattern of behavior, the coaching may be kept for up to two (2) years.
- 32.5 Written documentation may be created to identify the behaviors discussed. This documentation regarding Coaching may be kept in the manager's files, but will not be retained in the employee's personnel file kept in Human Resources.
- 32.6 The District may discipline the employee in any of the following ways. Depending on the nature of the behavior, the District may choose the level of discipline appropriate. All behaviors will be reviewed through the Collaborative Culture of Safety (Just Culture) algorithm prior to any disciplinary action taken.
- 32.7 Any written disciplinary documentation older than two (2) years shall be removed from the disciplinary section of the electronic personnel file and will not be viewable to management and thus cannot be used in further disciplinary decisions.

32.8 Written Warning

- a) This is a documented discussion signed by the manager. The documentation is part of the employee's permanent personnel file and may be used in to substantiate a disciplinary action for up to one (1) year. If there is a demonstrated pattern of behavior, the written warning may be kept for up to two (2) years. The employee will be given a copy of the signed written warning.

32.9 Final Written Warning

- a) This is a documented discussion signed by the manager. The documentation is part of the employee's permanent personnel file and may be used to substantiate disciplinary action for up to one (1) year. This is a final opportunity for the employee to correct behaviors. If behaviors continue, termination may result. The employee will be given a copy of the signed written warning.

32.10 Suspension without pay

- a) This is a period of time, not to exceed three (3) Scheduled Shifts or 36 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 (2) years.

32.11 Termination

- a) Misconduct may be cause for discharge when behaviors are found to be a continued pattern of behavior, reckless behavior, or other behavior supporting just cause for termination.

32.12 When management has established that an event is outside of the ability to use the coaching model and more information is required. The following procedure will be used:

32.12.1 Fact finding interview: This is a non-disciplinary 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.

- a) This meeting should be scheduled as soon as it is determined that a fact-finding meeting is needed and will take place within five (5) business days of the request to meet when possible in order to minimize the distress to the employee. The District will make efforts to schedule this meeting during a normal Scheduled Shift.
- b) The written request to meet will contain the topic the manager wishes to discuss, along with the meeting time and location.
- c) Employees may bring Union representation to this meeting if they choose.

32.12.2 The manager will inform the employee in writing within five (5) business days from the conclusion of the investigation if discipline is appropriate. This time frame may be extended by mutual agreement of both parties.

32.13 Disciplinary process

- a) Notification of intent to impose discipline: If the manager decides to impose discipline, documentation provided to the employee shall include the level of discipline, written warning or final written warning as well as 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 warning), an explanation of the proposed discipline and all documents or other

evidence leading to the planned discipline. The employee shall be given the documentation listed above and will have five (5) business days to agree and sign the document or respond in writing to request a disciplinary hearing. The employee may have their Union representative respond on their behalf.

32.14 Disciplinary Hearing

- a) If the employee chooses a disciplinary hearing, the procedure will be as follows:
- b) Every attempt will be made to schedule the Disciplinary hearing within five (5) days of the response from the employee requesting said hearing. The Date/Time/Location will be agreed upon mutually.
- c) The employee is afforded the right, either orally or in writing, or both, to respond to the proposed disciplinary decision at the Disciplinary Hearing.
- d) The employee may be placed on Administrative paid leave from the time of the notification of intent to impose discipline until the time the Disciplinary Hearing is held, but paid leave shall not run for more than one calendar week unless mutually agreed between District and Union.
- e) The Disciplinary Hearing will include management representatives (usually the employee's manager(s)) and a management representative who was not involved in the fact-finding interview. The management representative who was not involved in the fact-finding interview will have been trained in the Collaborative Culture of Safety (Just Culture) principles and will provide an impartial view. A Human Resources representative will also be present. Employees may bring Union representation to this meeting if they choose.
- f) During the Disciplinary Hearing an employee may present a response to the proposed discipline either orally, in writing or both. 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 they believe may affect their reputation, standing, or community associations, or otherwise stigmatize the employee's public image or future employment prospects.
- g) After the Disciplinary Hearing the manager has five (5) business days to decide to remove the disciplinary action, reduce the proposed action or uphold the proposed discipline. The manager will notify the employee of their disciplinary decision in writing.

32.15 Disciplinary Process Timeline:

Event	Timeline	Parties Present
Coaching	Prior to Disciplinary Process	Employee and Manager
Fact Finding Interview	Within five (5) business days from request to meet	Employee, Manager(s), Human Resources, Union Representative(s) (at employee request)
Notification of Intent to Impose Discipline	Within five (5) business days from Fact Finding Interview	Employee and Manager
Disciplinary Hearing	At least five (5) business days from Presentation of Planned Discipline	Employee, Manager(s), Human Resources, Union Representative(s) (at employee request), Second manager trained in Collaborative Culture of Safety (Just Culture)
Disciplinary Decision	Within five (5) business days of Disciplinary Hearing	Employee, Manager, Union Representative if requested

- a) An employee who feels the disciplinary action has been unjustly imposed has the right to the Grievance Procedure as outlined in Article 31.
- b) Copies of written warnings and documentation of disciplinary action will be placed in the employee's personnel file. Refusal to sign and/or rebuttal by the employee will also be placed in the file. Upon written request from the employee to Human Resources, any written disciplinary documentation older than two (2) years shall be removed from the disciplinary section of the electronic personnel file and will not be viewable to management and thus cannot be used in further disciplinary decisions.
- c) The District will notify the Union of any unpaid suspensions or terminations imposed under this Article.

ARTICLE 33- Notification

- 33.0 The Union and the District will meet and confer as requested to evaluate all new or revised Job Descriptions.
- 33.1 The District will provide written notice of any range change to a higher range off cycle due to recruitment or retention issues.

- 33.2 Whenever the District changes personnel policies, procedures, Job Descriptions, absent an emergency, the Business Agent and Union President will be given written notice at least fifteen (15) calendar days before the effective date of the change. This notice is provided in order that UNION may discuss the changes and potential impacts with the District before they become effective. If UNION does not respond within the fifteen (15) calendar day period, the opportunity to discuss these changes will be waived by UNION. If UNION responds within the fifteen (15) calendar day period that they wish to meet and discuss the change, the meeting shall be held within ten (10) calendar days of the request, unless the parties mutually agree, in writing, to extend the deadline. Policies or procedures that affect terms and conditions of employment are subject to meet and negotiate.
- 33.3 Non-substantive edits, including grammatical or formatting changes, to policies or Job Descriptions are not subject to the notice or meet-and-confer provisions of this Article.

ARTICLE 34- Jury Duty

- 34.0 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. If the District requests the employee to be excused, they will provide the employee a written request to present to the Judge.
- 34.1 If summoned for Jury Duty, the employee shall present the summons to their supervisor or Department head the first work day following the receipt.
- 34.2 If an employee is summoned to Jury service, they will be paid for the hours scheduled to work that day or previously scheduled on Paid Time Off. In the event the employee is released from the summons with four or more hours remaining on their regularly Scheduled Shift, or prior to noon if the employee works an evening or night shift, the employee shall telephone their Department head to inquire as to whether the Department head wishes him/her to report to work.
- 34.3 If an employee receives notification the evening prior to their scheduled appearance for Jury Duty that they are no longer required to report, they are expected to report to work for their next Scheduled Shift. Night shift employees who receive such notice and do not report for Jury Duty shall be compensated for the shift occurring on the same calendar day as the cancelled Jury Duty assignment.
- 34.4 When an employee receives a Jury Duty check for witness fees, they must endorse it over to the District and present it to the Payroll Department.
- 34.5 Employees will be compensated for Jury service only on days that they have been scheduled to work or scheduled for Paid Time Off.
- 34.6 At no time will Jury Duty pay result in overtime payment.

ARTICLE 35-Time Off Requests

35.0 Management approval for all Time Off requests is based on District/staffing needs, however, every effort will be made to accommodate employee's requests. Non-Benefited employees are not eligible for time off requests.

35.1 Annual Time Off Requests

35.1.1 In order to allow employees to schedule time off in advance and allow the District to anticipate coverage needs, time off will be requested on an annual basis following the below procedures:

- a) Employees shall submit time off requests in writing no later than February 1st of each year.
- b) The form for such purposes will be provided by the District and will cover the period of April 1st to March 31st.
- c) 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 (2) weeks.
- d) Requests received during this time will be considered based on seniority of hire date into a benefited position in the Department within Job Classification. Job Titles with tiered employees will be considered the same Job Title for the purpose of time off requests. For example, Patient Access Rep I and Patient Access Rep II will be considered the same Job Title when approving time off requests.
- e) Any Department whose time off staffing is dependent on coverage from another Department, shall fall under covering Department's seniority for time off approval and the time off request form must be submitted to both Department managers for review and coordination. Employees providing coverage will carry their original Department seniority laterally into the covering Department for the purposes of time off consideration.
- f) Department managers will review all requests and approve or deny 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. Management will continue to review and grant time off until all requests have been approved or denied.
- g) The Department manager shall respond no later than March 1st, approving or denying the request. On March 1st, UKG will be reflective of any time off requests within the Department.

- 35.2 Time off requests outside of the Annual Time Off Request Period: Employees may also request time off outside of the Annual Time Off Request Period. Time off requests received after February 1st will be considered on a first received basis.
- 35.3 Management must respond to a request within thirty (30) days of receipt. Management's failure to meet the deadline does not result in automatic approval of a time off request. It is the responsibility of the employee to follow up on Status of their requested time off if they are not notified
- 35.4 Employees are responsible for covering all Scheduled Shifts on posted schedules. Employees may trade or give away shifts with management approval, as outlined in Article 19.
- 35.5 Management does not have the right to cancel approved time off, provided the employee has sufficient Paid Time Off available. Management reserves the right to cancel approved time off as permitted or required by law (for example, during or following a natural disaster or State of Emergency).
- 35.6 The following applies to employees in the Outpatient Clinics only:
- a) Employees shall submit time off requests in UKG (or current software in use by District) no later than sixty (60) days prior to desired time off. Any requests received in less than sixty (60) days will be subject to approval based on: seniority, rotation, first come, total number of requests, and MSC staffing needs.
 - b) Employees are only able to request time off within six (6) months of the date of the request (for example, if date of request is January 1, you can only request time off as far out as June 1).
 - c) Employees must have enough PL to cover the time off at the time of the time-off.
 - d) Requests will be approved or denied at least thirty (30) days after the date of initial request. Failure to meet the deadline does not result in automatic approval of time off requests. It is the responsibility of the employee to follow up on Status of their requested time off if they are not notified.
 - e) Based on the number of requests for a specific time period, approval may be limited to two (2) weeks of consecutive time off for each request.
 - f) Time off must be scheduled in advance and approved by the employee's Manager or Lead. In the case of an emergency, an employee will notify their Practice Lead or Manager as soon as possible.
 - g) Management does not have the right to cancel approved time off, providing the employee has sufficient Paid Time Off available. Management reserves the right to cancel approved time off as permitted or required by law (for example, during or following a natural disaster or State of Emergency).

35.7 Time off requests outside of the 60-day request period

- a) Employees may also request time off outside of the 60-day request period. Time off requests received within the 60-day time off request period will be considered based on multiple factors including, but in no particular order: seniority, rotation, first come, total number of requests, and MSC staffing needs.

35.8 If employees need time off once a schedule has been posted, they must attempt to trade shifts with another employee. If a shift trade is not possible, employees must make arrangements with their manager in advance of the date requested.

35.9 If an employee has a need to miss part of their shift (for example, to go to an appointment), they must also get this approved in advance of the schedule being posted. If this is not possible, the employee must make arrangements with their manager prior to the date of the appointment and use Paid Time Off for the portion of the shift that is missed.

35.10 The following applies to APPs (Advanced Practice Providers) in the Outpatient Clinics only:

- a) APPs shall submit Non-Holiday Time-Off Requests >2 days in UKG or via AMION no later than ninety (90) days prior to desired time off. Time off requests will be processed per specialty including primary care based on: seniority, rotation, first come, total number of requests, and the needs of the clinic.
- b) Time off requests made less than ninety (90) days in advance must be discussed with managers and will be reviewed on a case-by-case basis.
- c) Time off requests for 1-2 days must be discussed with managers. If coverage is needed, APPs may be required to arrange coverage individually.
- d) APPs will be notified of approval/denial on or before schedules are finalized at least sixty (60) days in advance.
- e) Employees must have enough PL to cover the time off at the time of the time-off.
- f) Holiday and popular week requests will be done twice yearly during set dates (see dates below). APPs may be asked to rank requests in order of priority. Requests will be approved based on: seniority, rotation, first come, total number of requests, and the needs of the clinic. Holidays are defined by hospital policy as detailed below. Popular weeks off near holidays and school vacations (defined below) will also be approved based on: seniority, rotation, first come, total number of requests, and the needs of the clinic. Managers will remind providers of due dates two (2) weeks prior.

35.11 Holiday/Popular Week Request Due Dates (APP in OPC only):

- a) January 1 – January 15 due date for requests for June 1-Nov 30 holidays and popular weeks, aka Summer and Fall (approved by February 1)

- b) June 1-June 15 due date for requests for Dec 1-May 31 holidays and popular weeks, aka WINTER AND SPRING (approved by June 30)
- c) Holidays for the purposes of this Article are defined as New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- d) Popular weeks are defined as President's Day / ski skate week/ winter break, Spring Break, July 4th week, Thanksgiving Week, and the two weeks of Christmas/New Year's holidays. These weeks will match the TTUSD calendar of the applicable year.
- e) Finalized holiday time off schedules and popular weeks off will be posted two (2) weeks after requests due.

35.12 Extended Time Off

- a) Any requests for time off greater than or equal to two (2) consecutive weeks require special approval by Management. Provider colleagues in the office will be notified of planned leaves more than two (2) weeks.

ARTICLE 36- Probationary Period

36.0 All employees shall serve an initial Probationary Period upon hire with the District. During this period, the employee may be discharged at the sole discretion of the District and shall not have access to the grievance procedure unless otherwise specified.

36.1 Probationary Period Upon Hire:

36.1.1 Employees' Association of Professionals (EAP)

- a) Full Time and Regular Part-Time Employees:
 - i. Shall serve a Probationary Period of ninety (90) calendar days.
- b) Short Hour, Casual Part-Time, and Per Diem Employees:
 - i. Shall serve a Probationary Period of six (6) months.
- c) Advance Practice Providers (APP's)- all Statuses
 - i. Shall serve a Probationary Period of six (6) months.

36.1.2 Employees' Association (EA) & Outpatient Clinics (OPC EA/EAP)

- a) All Employees shall serve a Probationary Period of one hundred twenty (120) calendar days.

36.1.3 Advance Practice Providers (APP's)- all Statuses

- a) Shall serve a Probationary Period of six (6) months.

36.2 The Probationary Period for any employee may be extended for up to an additional sixty (60) calendar days, with a documented improvement plan issued before the initial Probationary Period ends.

36.3 Managers may complete the probationary evaluation at any time during the Probationary Period, thereby concluding the probation early.

36.4 Probationary Period Following Promotion or Transfer:

36.4.1 All employees covered under this article who are promoted or transferred to a new represented position shall:

- a) Receive appropriate orientation for the new role.
- b) Be assigned a new Probationary Period within the respective periods as outlined above.

36.5 Placement Rights

- a) An employee who is serving a Probationary Period following a transfer to another Department may request to return to a position within the employee's previously held Classification. The employee may return only if a current, open, and vacant position exists in the former Department at the time the request is made. Conditional on vacancy and qualifications.

36.5.1 Priority Based on Departmental Seniority

- a) The requesting employee shall have first rights to any open position in their previous Classification for which they meet the minimum qualifications. Priority shall be determined by the employee's prior Departmental seniority within that Department.
- b) No employee outside the Department, and no employee within the Department with less Departmental seniority, may be selected for that vacancy ahead of the returning employee.

- c) Returning employees may not impact any employee within the Department who has greater Departmental seniority.

36.5.2 Seniority Upon Return

- a) If the return occurs, the employee's Departmental seniority shall be restored to the level it held at the time the employee transferred out of the Department.

36.5.3 Expiration of Placement Rights

- a) Placement Rights expire upon completion of the employee's Probationary Period. Employees who have completed probation in the new Department and later transfer to another Department shall establish a new Departmental seniority date effective the date of that transfer.
- b) If an employee does not successfully complete the Probationary Period after transferring to a new position, they may meet with Human Resources to discuss potential alternative opportunities within the District.

ARTICLE 37- No Discrimination

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

ARTICLE 38- Unemployment Insurance

- 38.0 The District shall comply with all respective state unemployment insurance laws.

ARTICLE 39- Full Understanding, Modifications and Waiver

- 39.0 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.
- 39.1 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily 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.

- 39.2 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 Union.
- 39.3 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 40- Savings Clause

- 40.0 Both parties intend to honor the provisions of the Memorandum of Understanding as they have been defined and developed under the Meyers-Milias-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 41- No Strike-No Lockout

41.0 No Strike or Interference

a) 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 Union, 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.

41.1 No Lockout

a) The District shall not lockout employees represented by the Union and subject to this Agreement during the term of this Agreement.

ARTICLE 42- Safety

- 42.0 The District shall provide safe working conditions consistent with all state and federal standards that are applicable to the District. If an employee receives a work assignment that the employee believes is not in accordance with this requirement or believes that the general working conditions are not in compliance with this requirement, they 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 43- Work Out of Classification

- 43.0 Work Out of Classification is when an employee is temporarily performing the duties and responsibilities of another Job Title of a higher Classification from the employee's current Job Title.
- 43.1 Classifications and their ranges may be obtained by contacting Human Resources. Job Titles are listed in **Appendix A**.
- 43.2 Employees who are assigned to work in a higher Classification by their Department manager shall be paid five percent (5%) above their Base Rate of Pay, or the first step of the higher Classification, whichever is higher. Employees assuming a position in a higher Classification for more than two (2) weeks, shall have the right to negotiate a higher percentage.
- 43.3 Employees designated to work in one of the following roles will receive additional compensation as listed below:
- 43.3.1 Team Lead/Charge Nurse
- a) Charge Nurse, also known as Team Lead receives a five percent (5%) increase during an entire shift when designated on the schedule as Charge Nurse, as approved by management. In addition to performing standard job duties, the Charge Nurse is responsible for coordinating and collaborating with all members of the interdisciplinary team to ensure safe and efficient patient care along with effective work flow within the Department. Charge Nurse is listed in the Job Descriptions within each Department.
- 43.4 It is not management's intent to rotate employees into or out of higher Classifications to avoid paying a higher pay percentage.
- 43.5 Employees who assume a Department management position on an interim basis shall be paid ten percent (10%) above their Base Pay. Employees assuming a management position for more than two (2) weeks have the right to negotiate, with management and Human Resources for an increase above ten percent (10%) related to the amount of management responsibilities assumed.
- 43.6 Employees who are performing Preceptor Duties will be paid a daily flat rate as outlined in the table below. Job Description inclusive of training and Preceptor Duties are excluded from the daily flat rate compensation. Management must submit a PAF designating the employee as a Preceptor. Employees are required to complete the required Preceptor course in our learning management system and follow a Preceptor curriculum with a set of deliverables determined by Department management.

43.7 Preceptors will make the following flat rate per shift:

EAP/EAP OPC	
8 Hour Shift	\$30.00
10 Hour Shift	\$35.00
12 Hour Shift	\$40.00
EA/EA OPC	
8 Hour Shift	\$20.00
10 Hour Shift	\$25.00
12 Hour Shift	\$30.00

ARTICLE 44- Term

44.0 This Memorandum of Understanding shall be effective as of January 1, 2026 and shall continue in effect through June 30, 2027. No changes in this MOU provision can be made without the consent of both parties in writing.

{Signature Page Follows}

Tahoe Forest Hospital District
Employee's Association of Professionals

By: _____

Julie Morgan on behalf of the Employee's
Association of Professionals

Tahoe Forest Hospital District
Employee's Association

By: _____

Sheila Coble on behalf of the Employee's
Association of Professionals

Tahoe Forest Hospital District

By: _____

Anna Roth, President & CEO on behalf of
Tahoe Forest Hospital District

Appendix A - Job Titles 1/1/2026 by Job Family

EAP

APP Palliative Care	Mammography Technologist	Staff Nurse ICU
Behavioral Health Care Coordinator	Medical Lab Technician	Staff Nurse IV Therapy
Break Nurse	MRI Team Lead	Staff Nurse LTC
Cardiac Sonographer	MRI Technologist	Staff Nurse Medical Oncology
Care Coordinator	Neuro Trauma Care Coordinator	Staff Nurse Med-Surg
Care Coordinator Bilingual	NP-PA - OH	Staff Nurse OH
Case Manager Acute	NsgInformatics CI Analyst	Staff Nurse Oncology Infusion
Case Manager Acute-PostAc	Nuclear Medicine Tech	Staff Nurse Pre-Admit
Clinical Program Analyst	Nurse Navigator	Staff Nurse Radiation Onc
Clinical Psychologist	Nurse Practitioner Cancer Center	Staff Nurse Surgical Svcs
CLS	Occupational Therapist HH	Staff Nurse W & F
CLS Night Shift	Occupational Therapist II HH	Stroke Coordinator
CLS Technical Specialist	Occupational Therapist II SNF	Surgical P.A.-N.P.
CLS Technical Specialist Night	Oncology Pharmacist Remote	Trauma PI RN
Coord Phys Informatics	Oral Oncolytics Nurse Navigator	Ultrasound Team Lead
Coordinator Briner Mammography & Women's Imaging Services	PACS-Clinical Systems Ana	Ultrasound Tech II
Coordinator Nuclear Medicine-RSO	Pediatric Care Coordinator	Ultrasound Technologist
Coordinator X-Ray-CT	Perinatal Care Coordinator	Wellness Dietitian
DI Tech II	Perinatal Educator	
Diag Imaging Tech III	Pharmacist	
Dietitian Acute	Pharmacist Oncology	
Dietitian Cardiac Rehab	Pharmacist Retail	
Exercise Physiologist	Physical Therapist HH	
Float RN AMB-Nsg Admin	QIP Coordinator Behavioral	
Health & Fitness Coach	QIP Coordinator Clinical	
Infection Prevention & Control Nurse Coordinator	Radiation Therapist	
Infection Preventionist SNF	Radiation Therapist II	
Interventional Rad RN	RCP Support	
Lactation Care Coordinator	Resp Care Pract	
Lactation Consultant RN	RN Case Manager OH	
Ld Staff Nurse Card Rehab	RNFA	
Ld Staff Nurse IV Therapy	Social Worker Acute	
Ld.Staff Nurse Oncology	Social Worker HH-Hospice	
Lead RN Ambulatory Surgery	Social Worker Palliative Care	
Lead RN Endoscopy	Staff Nurse Ambulatory Surgery	
Lead RN ER	Staff Nurse Cardiac Rehab	
Lead RN ICU	Staff Nurse Endo Svcs	
Lead RN MedSurg	Staff Nurse ER	
Lead RN Operating Room	Staff Nurse ER IVCH	
Lead Surgical PA	Staff Nurse Home Health	
LVN LTC	Staff Nurse Hospice	

EAP OPC

Advanced Practice Provider GI
App Cardiology
APP Project Lead MAT
Behavioral Health Intensivist
Behavioral Health Navigat
CI Psychologist Addiction Medicine
Clinical Psychologist Behavioral Health
Neuropsychologist
NP-PA Behavioral Health
NP-PA Urology
Nurse Practitioner Urgent Care
Nurse Practitioner-P.A.
Orthopedic Physician Assistant
Physician Assistant Urgent Care
Staff Nurse Indirect Care MSC
Staff Nurse MSC

EA OPC

Athletic Trainer
M.A.-Surgery Scheduler
MA/Surgery Scheduler III
MA-Surgery Scheduler II
Medical Assistant III
Medical Assistant MSC
Medical Asst II MSC
Medical Receptionist-M.A.
Medical Receptionist-MA II
Medical Receptionist-MA III
Ophthalmic Assistant
Ophthalmic Assistant-Surgery Scheduler
Ortho Technician
Ortho Tech-Phlebotomist
Orthotist
Receptionist Front Office
Receptionist Front Office III
Receptionist Front Office Urgent Care
Receptionist-Trainer
Substance Use Navigator

EA

Access Center Rep I	EHR Apps Suppt Alyst II	Oncology Financial Navigator
Access Center Rep II	EHR Scanning Clerk	Oncology Scheduling Specialist I
Access Center Rep III	Endoscopy Tech	Oncology Scheduling Specialist III
Accounts Payable Clerk	Endoscopy Tech Lead	Patient Access Rep Lead
Admin Coord Fac Mgmt	Enterprise InfraArchitect	Patient Access Representative I
Benefits-Estimates Coordi	ER Tech-Unit Clerk	Patient Access Representative II
Biomedical Equipment Tech	ER Tech-Unit Clerk IVCH	Patient Account Rep
Biomedical Tech Lead	EVS Aide	Payment Posting Specialist
Birth Clerk OB Tech II	EVS Surgical Aide	Payment Posting Specialist Lead
Birth Clerk-OB Tech	Fac Engineer Assistant	Payment Posting Specialist-Clerical Support PFS
Case Management Assistant	Fac Engineer Asst II	Perioperative Tech II
Cashier Retail Pharmacy	Fac Engineer-Electrician	Pharmacy Tech Accounting
Certified Nurses Aide	Facilities Assistant Chief Engineer	Pharmacy Tech Inpatient
Clerical Support Can Ctr	Facilities Engineer	Pharmacy Tech Purchasing
Clerical Support Dietary	Facilities Foreman	Pharmacy Tech Retail
Clerical-Receptionist OH	Facilities Painter	Programmer-Analyst II
Clerk HIM	Fin Counseling Coord	Pt Care Tech-Unit Clerk
Clerk HIM II	Fin Customer Svc Rep	Rad Therapy Assistant
Clerk Lead HIM	Financial Counselor	Referrals & Data Management Specialist
Clerk Materials Mgmt	Financial Customer Service Rep Coordinator	Registration Coordinator
Clerk Shipping-Receiving	Floor Care	Restorative CNA
Clinical Research Coord	Floor Care Lead	Senior Buyer
Coder Certified	Floor Care-Safety Patr	Sterile Proc Tech II
Community Health Program Coordinator	Health & Resource Advocate	Surgery Scheduling Coordinator
Community Health-QIP Educator	Health & Resource Advocate II	Surgical Technician II
Construction Admin Coord	Help Desk Representative	Systems Administrator II
Construction Project Manager	Lab Assistant	Systems Administrator III
Cook	Lab Assistant II	Team Lead-Medical Assistant
Coord Activities-Res Rel	Lab Assistant II TC	Technical Support
Coord Clerical Support SS	Lab Assistant III	Technical Support II
Coord LTC Operations	Lab Assistant IVCH	Unit Clerk Long Term Care
Coord-Clerical Support	Lead Community Pharmacy Tech	
Coordinator Emergency Mgmt	Lead EVS Aide	
Coordinator Materials Mgmt	MA-Oncology Scheduling Specialist	
Coordinator OR Materials	MA-Phlebotomist	
Coordinator Social Services	MA-Phlebotomist II Cancer Center	
Courier	Medical Assistant II Cancer Center	
Credit Balance-Refund Specialist	Medical Assistant II Care Coordination	
Customer Care Navigator	Medical Assistant II Palliative Care	
Cyber Security Administrator	Medical Assistant III-Phlebotomist	
DI Assistant II-Tech Aide	MediCal-Medicaid Pt Account Representative	
Diagnostic Imaging Assist	MedicalReceptionist-MA OH	
Dietary Aide	Network Engineer III	
Dietary Clerk	Non-Stock Coordinator	
EHR Appl.Support Analyst	OH-Wellness Program Admin Coordinator	

Appendix B - Health Insurance Plan Design

MEDICAL	TFHD*	In-Network Anthem/Blue Cross	Out-of-Network
Calendar Year Deductible			
Individual	\$0	\$500	\$1,000
Individual + 1 Dependent	\$0	\$1,000	\$2,000
Family	\$0	\$1,500	\$3,000
Out Of Pocket Maximum (Coinsurance, Copayments & Deductible)			
Individual	\$3,000		\$6,000
Individual + 1 Dependent	\$6,000		\$12,000
Family	\$6,000		\$12,000
Lifetime Maximum	No Lifetime Maximum		
Inpatient Hospital Services	No Charge	20%	50%
Inpatient Hospital Services Add'l Copay/Admit	\$0	\$750	\$1,000
Outpatient Surgery	No Charge	20%	50%
Outpatient Surgery Add'l Copay/Surgery	\$0	\$750	\$1,000
Lab & X-Ray	100%	20%	50%
Emergency Room (Copay Waived if Admitted)	\$150 Copay	20%	20%
Physician's Office Visit	\$30 Copay	\$30 Copay	50%
Urgent Care	\$40 Copay	\$40 Copay	50%
Pain Clinic	\$30 Copay	\$30 Copay	50%
Mental Health/Alcohol and Substance Abuse			
Inpatient Hospital Services	No Charge	20%	50%
Inpatient Hospital Services Add'l Copay/Admit	\$0	\$750	\$1,000
Outpatient Mental Health	\$30 copay	\$30 copay	50%
Prescription Drug Benefit - 34-Day Supply			
Generic	\$10	\$20	N/A
Formulary Brand	\$25	\$45	N/A
Non-Formulary Brand	\$50 or 50%	\$60	N/A
TFHD 90-Day Supply	90 day supply for 2x copay	90 day supply for 3x copay	N/A

*TFHD refers to services provided and billed by Tahoe Forest Hospital District (TFHD), coverage is 100% after copayments met, if applicable.
This does not include physician or other charges not billed by TFHD, such as Lab, ER Physicians, Radiology, etc.

DENTAL	Coverage
Deductible	\$35 Individual \$70 Family
Maximum Benefit	\$2,500 per Calendar Year per Covered Individual
Class A Services - Preventive	No Charge (deductible does not apply)
Class B Services - Basic	20%
Class C Services - Major	20%
Orthodontia Coverage	50% up to \$2,500 Lifetime Benefit

NOTE: Out-of-Network dental providers can bill you for the balance between what your insurance pays them and what their rate is.

VISION	Coverage
Copayment:	\$20
Frame Allowance:	\$200
Benefits:	
Exam	Once every 12 months
Lenses/Contacts	Once every 12 months
Frames	Once every 24 months

NOTE: The vision coverages above are for In-Network providers. Out-of-Network providers have lower reimbursement levels.

Appendix C - Health Insurance Premiums

2026 Premiums

*2027 Refer to Article 16.2

Full-Time

LICENSED, NON-LICENSED, AND NON-REPRESENTED JOB CLASSIFICATION	COST PER PAY PERIOD (24 PAY PERIODS)
MEDICAL/RX/DENTAL/VISION PREMIUM WITH WELLNESS	
Employee Only	\$26.66
Employee + Spouse/RDP	\$104.61
Employee + Child(ren)	\$91.17
Employee + Family	\$148.28
MEDICAL/RX/DENTAL/VISION PREMIUM WITHOUT WELLNESS	
Employee Only	\$51.66
Employee + Spouse/RDP	\$129.61
Employee + Child(ren)	\$116.17
Employee + Family	\$173.28

Part-Time

LICENSED, NON-LICENSED, AND NON-REPRESENTED JOB CLASSIFICATION	COST PER PAY PERIOD (24 PAY PERIODS)
MEDICAL/RX/DENTAL/VISION PREMIUM WITH WELLNESS	
Employee Only	\$52.16
Employee + Spouse/RDP	\$156.10
Employee + Child(ren)	\$138.18
Employee + Family	\$214.32
MEDICAL/RX/DENTAL/VISION PREMIUM WITHOUT WELLNESS	
Employee Only	\$77.16
Employee + Spouse/RDP	\$181.10
Employee + Child(ren)	\$163.18
Employee + Family	\$239.32