

**MEMORANDUM OF UNDERSTANDING
ALAMEDA COUNTY**

California Forensic Medical Group, Inc. (the "Company") and National Union of Healthcare Workers (the "Union") are parties to a Collective Bargaining Agreement ("CBA") that covers various Company employees working at Alameda County. The parties agree to the following terms as this Memorandum of Understanding relative to Alameda County.


All shift swaps or shift giveaways must be approved by management in advance, in writing, to fall under any scenario outlined below (and any shift picked up must be in accordance with any applicable CBA provisions).

1. If an employee swaps a shift with another employee in the same work week and the net regular (not overtime) hours are the same, then PTO will not be used to make up any hours missed.
2. If an employee gives away a shift to another employee AND picks up another shift (at regular or overtime hours) in the same work week, then PTO will not be used to make up any missed hours.
3. If an employee gives away a shift to another employee AND does not pick up another shift in the same work week AND falls short of the employee's regularly scheduled hours for that work week, then PTO will be used to make up for the missed hours.
4. None of the foregoing otherwise prohibits an employee from proactively requesting PTO for any of the situations outlined above where PTO will not automatically be used (and where the employee otherwise has PTO available).
5. The Company has the right to return to the "status quo" as it existed before execution of this Memorandum, with at least thirty (30) days' notice to the Union. In such a situation, the Union retains any arguments it had prior to execution of this Memorandum relative to the alleged violation of Article 27, Section 2 of the CBA, and the Company retains any arguments/defenses it had at such time.
6. The Union acknowledges and agrees that situations in which an employee swaps shifts with or gives a shift away a shift to another employee do not create an open, available or vacant shift or hours that falls under Section 12.6 of the CBA or otherwise impose any burden on the Employer to follow Section 12.6 relative to how that shift or hours are filled.

National Union of Healthcare Workers

ALADRIAN HILLMAN - UNION REPRESENTATIVE

Printed Name and Title



Signature

2/12/24

Date

California Forensic Medical Group, Inc.

DocuSigned by:



043819E7A628439

Grady J. Bazzel, MD, President