

**MEMORADUM OF UNDERSTANDING**

**BETWEEN**

**ALAMEDA HEALTH SYSTEM**

**(Alameda Hospital)**

**AND**

**ILWU LOCAL 6**

**January 1, 2020 – December 31, 2022**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the DIAGNOSTIC IMAGING, SURGICAL TECHNICIANS AND PHARMACY TECHNICIANS UNIT OF ILWU LOCAL 6, hereinafter referred to as the "Union," and ALAMEDA HOSPITAL, ALAMEDA HEALTH SYSTEM hereinafter referred to as the "Hospital."

In consideration of the mutual promises of the undersigned, it is hereby agreed that the following constitutes the minimum standards applicable to the employment of Radiologic Technologists, Radiological Aides, Radiological Receptionists and Surgical Technicians.

### **PREAMBLE**

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Hospital. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is mutually agreed that it is the duty and right of the Administrator to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, layoff and discharge employees, subject only to the conditions herein set forth.

### **SECTION 1. RECOGNITION**

- A. The Hospital recognizes the DIAGNOSTIC IMAGING TECHNOLOGISTS, SURGICAL TECHNICIANS, and PHARMACY TECHNICIANS UNIT OF ILWU, LOCAL 6, as the representative of the following unit: All classifications listed in **section §D** of this article.
- B. **New Classifications**
  - 1. When the Hospital creates a new classification or job title the Hospital believes should be a part of this bargaining unit, the Hospital shall mail a notice to the Union of the bargaining unit assignment, if any, of such classification or job title. The Union shall have 30 (thirty) calendar days after mailing of such notice to contest the Hospital's assignment of the newly created classification to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit.
  - 2. If the Union contests the bargaining unit assignment of the newly created classification within the 30 (thirty) day calendar notice period, the Hospital and

the Union shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification or job title. If the parties are unable to reach agreement regarding the bargaining unit assignment of the classification, the dispute shall be submitted to the Public Employees Relations Board (PERB) for resolution.

3. If the Union does not contest the bargaining unit assignment of the newly created classification or job title within the 30 (thirty) calendar day notice period, the unit assignment of the new classification or job title shall be deemed agreeable to the parties and technologists shall be assigned to the newly created classification or job title.

C. **Modifying existing job descriptions.** If the Hospital is proposing any changes to existing job titles, and/or job descriptions, it shall provide at least thirty (30) days’ notice to the Union. The Union may request to meet and confer over the effects of the changes being sought provided such request is made within the thirty (30) day notice period. The parties may continue to negotiate after the notice period, but such discussions shall not delay implementation of changes.

D. **Classifications Covered by this Agreement**

The classifications, and the relevant job titles, covered by this Agreement are listed below:

<u>Classification</u>	<u>Title Code</u>	<u>Job Title</u>
Radiologic Technologist	TBD	AHD – Radiologic Technologist – Single Modality
	TBD	AHD – Radiologic Technologist – Dual Modality
	TBD	AHD – Radiologic Technologist – Multiple Modality
Nuclear Medicine Technologist	54090	<u>AHD Nuclear Medicine Tech</u>

Sonographer	54089	<u>AHD ULTRASOUND TECH – REG</u>
	<b>TBD</b>	<u>AHD Sr. Ultrasound Tech - Reg</u>
Surgical Technician	53619	<u>AHD SR. SURGICAL TECHNICIAN</u>
	53618	<u>AHD LEAD SURGICAL TECH</u>
	53614	<u>AHD Surgical Technician</u>
	73705	AHD Sr, GI Technician
Pharmacy Technician	53716	AHD PHARMACY TECH
	73705	AHD Pharmacy Buyer
Radiologic Aide	54088	<u>AHD X-Ray AIDE</u>
Radiologic Receptionist	72160	<u>AHD X-Ray RECEPTIONIST</u>

Anesthesia Technician	53627	<u>AHD SR. ANESTHESIA TECH</u>
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**SECTION 2. UNION MEMBERSHIP AND DUES DEDUCTIONS**

**A. Union Dues Deductions**

1. The Hospital and the Union shall comply with federal and state law in the deduction and remittance of membership dues and fees. Any changes in the amount to be deducted for Union dues shall be certified to the Hospital in writing at least forty-five (45) days prior to the effective date of such changes. Dues include dues required for Union membership, fees, special assessments or contributions from the employee’s pay.
2. The Union shall certify to the Hospital in writing the dues required for Union membership, fees, special assessments or contributions from employees’ pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Authorized deductions shall be remitted at least monthly to the Union at I.L.W.U. Local 6, 99 Hegenberger Road, Oakland, California 94621. The Hospital will immediately direct Technologists requests to cancel or change deductions to the Union. Deductions will continue unless the Union advises the Hospital otherwise. Deductions for employees shall cease within thirty (30) calendar days of written notice of membership revocation from the Union. The Union will be the custodian of records for individual employees’
3. **Indemnification.** The Union shall indemnify, hold harmless and defend the Hospital against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney’s fees, legal costs, settlements, or judgments, arising from or related to the Employer’s compliance with this ~~Section~~ §A, provide that the Employer promptly provide notice to the Union of any such claim and that the Union shall have the right to control the defense or settlement of the claim.
4. If the mailing address changes, the Union shall provide a thirty (30) calendar days’ written notice to Alameda Health System.

**B. New Employee Orientation.** The Hospital shall provide the Union written notice of, and access to new employee orientation meetings, as set forth below.

1. The Hospital shall provide at least ten (10) calendar days’ written notification to the Union of all new employee orientations, except that a shorter notice period may be provided in a specific instance where there is an urgent need critical to the employer’s operation that was not reasonably foreseeable.

2. The Union shall be provided up to thirty (30) minutes to address its members at the conclusion of the New Employee Orientation.

- C. **Employee Lists.** Thirty days following the ratification of this Agreement, and on a weekly basis thereafter, the Hospital will provide the Union with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

### **SECTION 3. MANAGEMENT RIGHTS**

The Hospital reserves and retains solely and exclusively all of its same inherent rights to manage the Hospital as it existed prior to the execution of this Agreement with the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not limited by this Agreement include, but not limited to, these rights; to determine, and from time to time re-determine, the methods, processes, staffing arrangements, equipment or programs or to discontinue their use of performance by the employees of the Hospital, to determine the number of hours per day or per week operations shall be carried on; to select and determine the number, qualifications and types of employees required; and to assign duties to such employees. Nothing in this section is intended to limit any other rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of these rights, the Hospital shall not violate any provision of this Agreement.

### **SECTION 4. SENIORITY AND PROBATION**

- A. Seniority shall be based upon accumulated length of service at the Hospital, within the bargaining unit. In the case of a tie in seniority, the more senior employee shall be the one whose date of hire at Alameda Hospital precedes that of the other employee(s). If the dates of hire at Alameda Hospital are the same, the employee who submitted their application first shall be deemed the more senior employee.

B. **Calculation of Seniority**

1. Employees (SANs, Short-Hour, and Regular full time and part time) shall be credited with one year of seniority for each year of employment within the bargaining unit at Alameda Hospital, subject to ~~Section~~ §C., below.
2. Short hour employees hold seniority like rights only amongst themselves.
  - a. In the case of a tie in seniority, the more senior employee shall be the one whose date of hire at the Hospital precedes that of the other employee(s). If the dates of hire at the Hospital are the same, the employee who



submitted their application first shall be deemed the more senior employee.

- b. Short hour employees' seniority like rights shall never supersede the seniority rights of a regular status employee.
3. SAN employees hold seniority like rights only amongst themselves.
  - a. In the case of a tie in seniority, the more senior employee shall be the one whose date of hire at the Hospital precedes that of the other employee(s). If the dates of hire at the Hospital are the same, the employee who submitted their application first shall be deemed the more senior employee.
  - b. SAN employees' seniority like rights shall never supersede the seniority rights of a regular status employee or the seniority like rights of a short hour employee.

**C. Breaks and Adjustments in Seniority**

1. Seniority will be broken by dismissal for just cause, voluntary resignation, or transferring out of the bargaining unit, subject to §C.2 below.
2. Rehire. Employees who have passed their probationary period and are rehired into the same job title within twelve (12) months of a voluntary resignation, reduction in force, or transfer out of the bargaining unit shall return to the same wage rate step, PTO accrual rate, shall have their seniority date adjusted for the period of time not employed by the Hospital or in the bargaining unit, and shall not be required to serve a new probationary period.

An example of a rehire adjusted seniority date is: An employee has an original seniority date of 1/1/2000 and they leave the bargaining unit for three months, upon rehire they would have an adjusted seniority date of 4/1/2000.

It shall be the responsibility of the applicant to notify the Hospital that they may qualify for rehire as defined in this section.

3. In all other cases where seniority is broken, the employee shall be assigned a new seniority date.

**D. Probationary Period**

1. Employees hired as regular full-time or regular part-time employees shall serve a three (3) month probationary period commencing on the first day of employment, during which time the Hospital will evaluate their work performance and general suitability for employment with the Hospital. Time on leave with or without pay

is not qualifying service for the completion of the probationary period, and the probation period will be extended to a time equal to the time spent on leave.

2. Short Hour and SAN status employees shall serve a probationary period of five hundred (500) hours worked, or six (6) months, whichever is less, during which time the Hospital will evaluate their work performance and general suitability for employment with the Hospital.

## **SECTION 5. NO DISCRIMINATION**

- A. **No Discrimination.** The Hospital shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and Hospital policies.
- B. **No Retaliation.** Employees and the Hospital shall comply with the Hospital's policies, federal, state, and local legislation regarding reporting of possible violations of law, regulations or policies. There shall be no retaliation against employees for reporting possible wrong-doing – including an infringement of law, regulations, or Hospital policy.
- C. If a disabled employee seeks a reasonable work accommodation from the Hospital, that employee and the Hospital will meet promptly to discuss the possibility of making such an accommodation. The employee may choose to have a union representative in these meetings.

## **SECTION 6. EMPLOYMENT CATEGORIES**

- A. **Regular Full-Time Employees.**

A regular full-time employee is one who is employed to regularly work a predetermined schedule of forty (40) hours per week.

- B. **Regular Part-Time**

A regular part-time **Technologist employee** is e who is regularly employed to regularly

work a predetermined schedule of at least twenty (20) hours per week, but less than forty (40) hours per week.

**C. Short Hour**

1. A Short Hour employee is one who is employed to work a predetermined work schedule of less than twenty (20) hours per week, and
2. Receives a premium rate in lieu of benefits.

**D. Services-as-Needed (SAN)**

1. A SAN employee does not have a predetermined work schedule. They shall be available to work four (4) shifts in a twenty-eight (28) day scheduling period including one (1) weekend shift. SAN employees shall provide their availability in writing;
2. Receive a premium rate in lieu of benefits;
3. Minimum availability must be received by the department at least four (4) weeks prior to the posting of each schedule. Providing this minimum availability does not guarantee such work will be scheduled but will be based on the operational needs of the department.
4. Once a SAN employee is confirmed for a shift, they shall not be replaced on the schedule by a regular status, short hour, or supplemental employees.
5. If a SAN status employee covered by this Agreement fails to provide their availability for two (2) months in a twelve (12) month period or refuses to work on their available days, if scheduled, the Hospital will remove them from the payroll as a voluntary resignation (no availability).

**E. Short Hour and SAN Holiday Requirements.**

1. Short Hour and SAN employees shall be available to work at least two (2) of the following five (5) days listed below:
  - a. Thanksgiving Day
  - b. Christmas Eve (NOC)
  - c. Christmas Day
  - d. New Year's Eve (NOC)
  - e. New Year's Day

2. Short hour and SAN employees will submit their Holiday work schedule choices in writing at the same time as the annual ~~vacation~~ PTO requests for regular status employees. The process of assigning holidays will be completed and finalized on the same timeline as the annual ~~vacation~~ PTO requests for regular status employees.
- F. Status Conversion. A short hour or SAN employee who works twenty (20) or more hours a week, excluding on-call hours, and hours worked to fill in for an employee on a leave of absence, over a period of six (6) months shall, upon written request, be reclassified as “regular” (part-time or full-time), and the scheduling for such employees shall be determined on the basis of seniority provided there is ability to perform the required work.

## **SECTION 7. DISCIPLINE AND DISCHARGE**

### **A. General Provisions**

1. The Hospital shall have the authority to discipline or dismiss a non-probationary regular employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
2. A non-probationary regular employee who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of **Article 31 - Grievance and Arbitration Procedure**.

### **B. Type of Discipline-**

1. The Hospital may discipline an employee by written warning (“Reminder(s)”), disciplinary demotion or dismissal.
2. Coaching. Coaching is not considered discipline and is therefore not subject to Section 27 - Grievance and Arbitration of this MOU, although it may be used to demonstrate that an employee had knowledge of their actions which could subsequently lead to discipline. Coaching is part of the supervisor's ordinary day-in and day-out responsibilities for managing people. These coaching sessions may be casual or formal in nature and are aimed at recognizing best practice performance and behaviors that align with expected standards as well as coaching to expectations that drive performance; they should be face-to-face conversations that occur during the shift. These conversations may be documented but will not be placed in the employee's personnel file. Employees will be furnished a copy of any documentation of the coaching session.
3. Reminder 1. A Reminder 1 shall precede any other corrective action except when correction action is the result of performance or conduct that an employee knew

or reasonably should have known, was unsatisfactory. Such performance or conduct includes but is not limited to dishonesty, theft or misappropriation of Hospital property, physical altercations on the job, insubordination, making verbal or physical threats, acts or conduct which could endanger themselves or others, or other serious misconduct of a nature which requires removing the employee from the premises. At this step in the disciplinary process, the employee will be reminded of the policy standard or performance/behavioral expectation and their responsibility to meet it.

4. The Hospital may issue subsequent “Reminders” such as a Reminder 2 or a Final Reminder as corrective action.
5. The Hospital will provide the employee a written copy of the Reminder which will include a description of the actions of the employee that led to the Reminder, violations of Hospital policy, and a description of disciplinary action taken as a result of the Reminder.

#### C. **Investigatory Leave**

1. The Hospital may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing the employee from the premises.
2. The investigatory leave must be confirmed in writing to the employee and the Union normally not later than three (3) working days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave.
3. On conclusion of the investigation, the employee and the Union shall be informed in writing of the disciplinary action, if any, to be taken.

#### D. **Weingarten Rights**

1. **Rights Described.** The Hospital shall permit employees to be represented during investigatory meetings consistent with the principles established by the United States Supreme Court in the matter *Weingarten vs. NLRB*, as modified by the courts and the NLRB.
2. **Failure to Grant Weingarten Rights.** If an employee is denied Weingarten Rights during an investigatory meeting, the Employer must hold an additional meeting in which the employee is provided such rights and no disciplinary action shall take place until after the meeting is held.

**E. Notice of Intent to Demote or Dismiss**

1. Written notice of intent to demote or dismiss shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the US mail, first class postage paid, in an envelope address to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Hospital in writing of any change in their address. The notice of intent shall be accompanied by a Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.
2. The notice of intent to terminate or demote shall include:
  - a. A statement of the nature of the disciplinary action;
  - b. The reasons for the disciplinary action;
  - c. The effective date of the disciplinary action;
  - d. A copy of the material(s) upon which the disciplinary action is based; and
  - e. A statement of the employee's right to respond either orally at a due process "Skelly Hearing" meeting requested by the employee, or in writing within 10 (ten) business days from the date of issuance in accordance with ~~Section~~ §F below and to whom to respond.
  - f. A copy of the notice of intent shall be sent to the Union.

**F. Employee Response**

The employee shall be entitled to respond, orally or in writing, to the notice of intent described in ~~Section~~ §E above. The response must be received within ten (10) business days from the date of issuance of the notice of intent in accordance with the instructions given by the Hospital in the written notice of intent sent to the employee.

**G. Management Action**

1. After review of the employee's timely response, if any, the Hospital shall notify the employee of the action to be taken and the effective date of the action.
2. The effective date of the action shall follow the employee's timely response if received by the ten (10) days response deadline. If no response is received by the 10<sup>th</sup> (tenth) business day following issuance of the notice of intent, the action may be implemented

## H. Personnel Files

1. **Review of Personnel (H.R.) Files.** An employee, alone or accompanied by a Union Representative, shall have the right to review their personnel (H.R.) file or authorize their Union Representative in writing to conduct such a review. Third party reference material shall not be made available. Such inspections shall be arranged in advance with Human Resources. Employees may make an appointment with Human Resources to inspect their personnel files.
2. **Placement and Removal of Disciplinary Material in Personnel (H.R.) File.** No disciplinary material shall be inserted in an employee's personnel (H.R.) file without their prior notice. Discipline not be relied on for future employment action provided that no discipline of a similar nature has taken place for one (1) year. This does not apply to disciplines for patient abuse, sexual misconduct, negligence, or other serious misconduct.

## SECTION 8. COMPENSATION

### A. General Provisions

1. **Effective Date of Salary Increases:** Wage increases referenced throughout this agreement are effective on the date indicated or the beginning of the pay period following the date provided when the date provided is not the beginning date of the employee's pay cycle.
2. **Salary Ranges:** Current salary ranges can be accessed by visiting the AHS Career Site at [alamedahealthsystem.org/for-health-professionals](http://alamedahealthsystem.org/for-health-professionals). The parties recognize that actual salary rates paid to employees may vary slightly from those reflected on the salary table due to rounding.

### B. Step Increases

1. Employees who meet the eligibility requirements for a Step increase shall move to the next highest step in accordance with the provisions of this Article;
2. One year of service within each step is required before the employee is eligible to promote to the next step.
3. For the purposes of this §B., only, a year is based on twelve complete months of continuous employment, without a break in service, in the same classification and step from which the employee will promote.
4. **Date of Step Increase.** The effective date of the step increase shall be on the first day of the pay period following the employee meeting the criteria in this Section, unless that date of meeting the criteria is the first date of the pay period, in which

case the increase will be on the first day of the following pay period.

5. Employees shall only be eligible to promote to the top step of their job title.

**C. Wages**

1. AHS agrees to a retroactive two and one-half (2.5%) across the board wage increase for all represented classifications effective the pay period which includes January 1, 2020 and concludes on the last day of the pay period prior to implementation of the salary range increase described in ~~§C.2.~~ below. To qualify for the retroactive payment an individual must be employed in the bargaining unit on the date the payment is made. This payment will be made within sixty (60) days of ratification
2. Effective no later than sixty (60) days following the date of ratification, AHS will apply an across the board adjustment for all represented classifications of two and one-half percent (2.5%).
3. Effective the first pay period of 2022, AHS agrees to an across-the-board wage increase of 3.0% for all classifications covered by this agreement.

**D. Differential Pay**

1. Available Differentials

Type of Differential	Differential Payment
Evening Shift	\$2.90 per hour
Night Shift	\$3.63 per hour
Weekend Shift	\$16.00 per shift
Lead Pay	5% of base pay

2. Shifts, for the purposes of differential pay only, are defined as follows:
  - a. Evening Shift: Begins at 1500 hours and concludes at 2330hours
  - b. Night Shift: Begins at 2300 hours and concludes at 0730 hours the following day



- c. Weekend Shifts: Begins on Friday at 2300 hours and concludes on Sunday at 2300 hours.

- 3. Shift differentials will be paid when the majority of hours worked in a shift are within one that provides for a differential. Where the hours in a shift are evenly split between shifts with different differentials, then the differential(s) will apply according to the actual hours worked.

Notwithstanding the foregoing, an employee assigned to the night shift who has completed their assignment and who continues to work into the day shift shall receive the night shift differential for all such day shift hours worked.

- 4. Lead Pay Differential. Employees who are assigned to and perform lead duties for an entire shift when such duties are not incorporated in the scope of their job titles, not to exceed one (1) employee per unit per shift, shall receive a differential of five percent (5%) based on their regular straight time pay.

**E. CT**

- 1. The Hospital, may offer in-house CT scan and/or X-ray training to any Technologist who currently is not proficient in both modalities and who wants the training to become proficient in both modalities. Such training will be conducted on-the-job with the Hospital incurring no overtime expense because of the training, unless it chooses to do so.

**F. Premium Conditions**

- 1. Imaging Technologist Training. Upon assignment a Radiologic Technologist who is assigned to train one or more Technologist in any modality will receive an additional 8% over and above the employee's regular rate of pay for hours in a training role. Training shall be monitored by the manager and shall be terminated at such time as the manager determines that the Technologist is proficient in the new modality.
- 2. A Technologist assigned to the position of student coordinator in Radiology and Ultra Sound Technology shall be paid additional ten (\$10) dollars per shift while performing in that capacity. The monthly amount for the student coordinator(s) shall not exceed two-hundred (\$200) dollars per pay period. The selection and assignment to the position of coordinator shall be at the sole discretion of the Hospital.

## SECTION 9. HOURS OF WORK

### A. Workweek Defined

1. A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Sunday 12:00 a.m. to 11:59 p.m. the following Saturday.
2. The Hospital shall meet and confer with the Union should it wish to establish a workweek other than the above.

### B. Compensation of Overtime

1. Actual work for the purpose of computing overtime does not include hours paid in non-work status, such as PTO and paid leaves of absence pursuant to Section 13 - Leaves of Absence.
2. Except as provided in **Section 5C.** below, employees shall be compensated for overtime worked at one and one-half (1 ½) times the straight-time rate when any one the following conditions apply:
  - a. Time worked which exceeds forty (40) hours in a workweek;
  - b. Time worked in excess of the employee's shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.
  - c. For example, employees assigned a shift of 10 (ten) hours in a work day are not subject to daily overtime until the hours worked in the day exceed 10 (ten) hours of work.
3. Employees shall be compensated for overtime worked at double (2X) the straight time rate for all consecutive hours worked in excess of twelve (12) hours.

### C. Assignment of Overtime

1. The Hospital shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the Hospital.
2. The Hospital will ask for volunteers before assigning overtime or extra shifts, and shall attempt to distribute overtime work assignments equitably based on the employee being able to perform the work, and that the assignment of an employee to the **overtime extra shift** does not result in any form of premium pay as a result of the employee working the overtime.
3. Overtime shall not be assigned except after the Hospital has exhausted the following procedures:

- a. Soliciting volunteers, including on duty and off duty employees
  - b. Soliciting SANs employees, including on duty and off duty SAN employees
  - c. Using supplemental employees
- D. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
- E. **Work Schedule**
- 1. Employees will be scheduled in accordance with the needs of the Hospital, subject to the provisions of this Article.
  - 2. Full and part-time work schedules which may be established by the Hospital include, but are not limited to:
    - a. eight (8) hours per day, excluding meal period,
    - b. ten (10) hours per day, excluding meal periods.
    - c. twelve (12) hours per day, excluding meal periods.
- F. The Hospital may establish regular shift schedules other than those listed above, provided the Hospital provides advance notice and, upon written request, meets with the Union to explain its reason before implementing any such schedule.
- G. **Posting of Schedules.**
- The Hospital shall post work schedules at least two (2) weeks in advance. The Hospital shall not change the posted schedule without a minimum of two weeks' notice to the employee.
- H. **Weekend Work**
- 1. Whenever practical and possible in the light of Hospital requirements, the Hospital will endeavor to schedule two (2) consecutive days off a week and at least every third weekend off.
  - 2. This shall not apply to employees hired to work exclusively on weekends.
- I. **Shift Rebids**
- 1. The Hospital has the sole, non-grievable discretion to determine when it is operationally necessary to restructure shifts within a unit or department.

2. When a restructuring of shift assignments is necessary, as determined by management, preferences shall be granted by seniority, assuming appropriate competencies are met.
  - a. The Hospital shall provide a minimum of 21 (twenty-one) calendar days' written notice to the Union and the affected group of employees of a scheduled rebid. The notice shall include the new schedule of shifts.
  - b. Employees shall participate in the rebidding of shifts and awarded their preference in accordance with the provisions of this Section. If an employee fails to participate in the rebid, s/he shall have been deemed to have waived their seniority for purposes of exercising their shift preference.
  - c. If, through the rebid process, it is determined that there will be a reduction in force, the parties shall adhere to the provisions governing Indefinite Layoff in the Reduction in Force Article.

**J. On-Call**

1. During a scheduled on-call shift an employee will either be in a standby status, or in a working status. Standby is time during which an employee is required to be available to work as a result of a call to work. An employee is not considered to be in standby status unless the employee had previously been scheduled by the Hospital for the assignment. The Hospital retains the right to determine the need for, and the assignment of, on-call shifts.
2. While in a standby status, employees must be able to arrive at the Hospital within 30 (thirty) minutes after being contacted to work.
3. The Hospital has the right to establish and modify on-call shifts.
4. On-call assignment shall be rotated equitably amongst qualified and competent staff.
5. An employee shall be paid one half ( $\frac{1}{2}$ ) time for all time in a standby status, at their base hourly rate of pay. An employee in a standby status on a holiday shall be paid three-fourths ( $\frac{3}{4}$ ) time at their base hourly rate of pay for all time in a standby status. If called in to work, an employee shall be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) their straight time rate, including shift differential (if applicable), for all time in a working status, with a guaranteed minimum of three (3) hours for each time they are called in to work.
6. Employees who respond to consecutive calls to work within one three (3) hours period will be paid for three (3) hours or the actual time worked, whichever is greater, at the appropriate call-in rate.

7. The total time paid for an on-call shift, inclusive of standby and actual time worked, shall not exceed the length of the employee's scheduled on-call shift.
8. There shall be no duplication or pyramiding or compounding of any premium wage payments.

#### **SECTION 10. VACANT POSTIONS**

- A. Permanent vacancies will be posted for seven (7) calendar days in the department where the vacancy exists with preference given to the most senior regular employees then to Short Hour according to their "seniority like" rights, and then to SANs according to their "seniority like" rights within the department and classification. After seven (7) days the vacancy will be posted publicly on the Alameda Health System website. Internal applicants in this bargaining unit shall be considered prior to outside candidates.
- B. Vacancy postings will include full-time equivalent (FTE), shift, classification / job title, qualifications, and schedule information.
- C. Vacancies will be filled by the most senior qualified internal applicant, with preference given first to regular employees, then Short Hour employees according to their "seniority like" rights, then SANs employees according to their "seniority like" rights, based on licensure, required certifications, experience, skills and abilities, and review of performance evaluations, and discipline, if any, issued within the last year.
- D. In order to be considered for assignment to a posted position while on an approved leave of absence, employees on an approved leave of absence must submit, at the beginning of the leave, a written request for consideration to the on-site manager, together with a self-addressed stamped envelope(s). The on-site manager shall forward a copy of the posting using the self-addressed stamped envelope(s) provided by the employee. Employees must notify the on-site manager of their request for assignment to the posted position in writing (including from an employee's personal email) as soon as practicable, but within ten (10) days of receipt of the notice. If selected for the assignment, the employee must be able to commence active duty in the posted position within thirty (30) days of the date of assignment.

## SECTION 11. HOLIDAYS

- A. The following days shall be recognized by payment of the rates set forth below for work performed on such days:
1. **New Year's Day** – January 1<sup>st</sup>
  2. **Martin Luther King, Jr. Day** – The third Monday of January
  3. **Presidents Day** – The third Monday of February
  4. **Memorial Day** – The last Monday of May
  5. **Independence Day** – July 4<sup>th</sup>
  6. **Labor Day** – The first Monday of September
  7. **Veterans Day** – November 11<sup>th</sup>
  8. **Thanksgiving Day** – The fourth Thursday of November
  9. **Day after Thanksgiving** – The fourth Friday of November
  10. **Christmas Day** – December 25<sup>th</sup>
- B. If an employee is required to work any of the aforementioned actual days, they shall receive time and one-half (1½) for all hours worked on these days.
- C. A holiday shift is defined as a shift in which the more than half of the shift is worked on the holiday.
- D. **Floating Holiday.** Employees shall receive one (1) Floating Holiday per fiscal year. The Floating Holiday is scheduled on the fiscal year, July 1 to June 30, and is lost if not used within the fiscal year. Employees shall submit a written request following the Hospital procedure no fewer than fourteen (14) calendar days in advance. The Department Head shall respond in writing within seven (7) calendar days of receipt.
- E. **SAN and Short Hour Status Employees.** SAN and Short Hour employees are not entitled to holidays or floating holidays. However, SAN and Short Hour employees shall be compensated at one and one-half (1 ½) times their normal hourly rate for all hours worked on holidays as defined in the Article.

## SECTION 12. PAID TIME OFF/EXTENDED SICK LEAVE

The Hospital will establish a Paid Time Off (PTO) plan which may be used for vacation, holidays, religious observances, personal or family business, maternity, disability or illness, health or dental appointments, caring for seriously ill family members, Military Leave, or Industrial Leave of Absence in accordance with State and Federal laws, or other reasons deemed appropriate by the employee covered by this Agreement and in compliance with this Section. In addition, the Hospital will provide eligible employees with an Extended Sick Leave (ESL) plan to be used, in accordance with the provisions of this Agreement, for severe or long-term illness or injury or as a supplement to State Disability or Workers' Compensation.

**I. Paid Time Off (PTO)**

A. **Eligibility.** All regular full-time and part-time benefited employees covered by this Agreement are eligible for the PTO program. PTO is in addition to Jury Duty, Bereavement Leave, Continuing Educational Opportunities, and ESL. Short Hour and SAN status employees do not accrue PTO.

**B. Accumulation of PTO**

1. PTO accrual begins on the first day of employment and accrues during all hours worked, including hours worked when called- in to work while in “on-call” status, and PTO/ESL, holidays worked, jury duty, and bereavement leave with a cap of eighty (80) hours within the designated two (2) week pay period.
2. PTO does not accrue for On-call, SDI benefits, Workers Compensation benefits, unpaid leave of absences, and PTO paid as a lump sum.
3. PTO may be used as accrued but may not be used in advance (i.e. prior to accrual).

**C. Unpaid Absences**

If an employee covered by this Agreement is on unpaid status (e.g. unpaid leave of absence, layoff, unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO for that pay period. "Unpaid status" means there were no paid hours in that period.

**D. Scheduling of PTO and Annual PTO Requests**

1. Except for emergencies and illness, PTO must be scheduled in advance and requires prior approval by the Department manager.
2. **PTO Requests**
  - a. Employees shall submit their requests for annual PTO to their Manager by January 1 of each year for March of that year through February of the following year. PTO schedules will be posted in the Department no later than February 1 of the same year. Employees shall be given preference on the basis of seniority.
  - b. Requests for PTO made after January 1 and requests to change posted PTO schedules shall be considered on a first-come-first-served basis. Such requests shall be responded to by the Hospital no later than fourteen (14) calendar days after receipt of the request.

3. If disapproved, employees covered by this Agreement will be informed of the reasons for such denial. However, such requests will not be unreasonably denied and reasonable efforts will be made to schedule employees to use earned PTO.

**E. Requests for Unpaid Time Off**

Employees covered by this Agreement may not take unpaid time off except as provided below:

1. Employees may elect not to use PTO for a scheduled holiday off.
2. Employees may elect not to use PTO for day(s) taken as daily cancellation.

**F. Use of PTO**

1. PTO will be paid at straight time rate of pay, including scheduled shift differentials.
2. The Hospital will consider State Disability or Workers' Compensation as primary for the purpose of paying the employee for the employee's absence from work due to disability or illness and who are eligible for State Disability or Workers' Compensation. PTO and ESL benefits may be used to supplement these benefits up to the employee's normal gross weekly wage.
3. An employee becoming injured or sick while on PTO is eligible to utilize Extended Sick Leave provided the employee is admitted to a hospital. In such instances, ESL may be accessed beginning the first day of hospitalization.

**G. Maximum Accrual (Cap)**

1. A full-time employee shall not accrue PTO in excess of the maximum of one and one half (1½) times the employee's annual PTO accrual. A part-time employee shall accrue PTO to a pro-rated maximum number of hours as a full-time employee with comparable years of service. No employee will cease accruing PTO if the employee was denied all requests for PTO. This assumes the employee followed all required processes for requesting PTO.
2. Employees may elect to convert into cash up to half (½) the PTO an employee accrues each fiscal year (July 1 through June 30). This is subject to any necessary payroll deductions.

Upon termination of employment with the Hospital or upon changing from regular to non-regular status, all unused PTO hours will be paid off at the employee's then current hourly rate of pay.



## **II. Extended Sick Leave (ESL)**

### **A. Eligibility**

All regular full-time and part-time benefited employees are eligible for the ESL program.

### **B. Accumulation of ESL**

ESL accrual begins on the first day of employment and accrues during all hours worked, including call-in hours, and PTO/ESL and HC time holidays worked, bereavement leave, and jury duty. ESL does not accrue on On-call pay, SDI benefits, Workers' Compensation benefits, unpaid leave of absences, and PTO paid as a lump sum.

### **C. Unpaid Absences**

If an employee is on unpaid status (e.g. unpaid leave of absence, lay off, unpaid disciplinary status) for an entire pay period, there will be no accumulation of ESL for that pay period. "Unpaid status" means there were no paid hours in that period.

### **D. Use of Extended Sick Leave (ESL)**

1. ESL will be paid at straight time rate of pay, including scheduled shift differentials.
2. The Hospital will consider State Disability or Workers' Compensation as primary for the purpose of paying the Employee for the employee's absence from work due to disability or illness and who are eligible for State Disability or Workers' Compensation. PTO and ESL benefits may be used to supplement these benefits up to the employee's normal gross weekly wage.

### **E. Extended Sick Leave (ESL) may be used under the following circumstances:**

1. The employee is unable to work due to injury or illness for more than three (3) consecutive calendar days. The employee begins receiving ESL on the fourth (4th) consecutive day of absence due to illness or injury.
2. The Hospital reserves the right to require medical verification of any such absences as a condition of payment.
3. Exceptions to the requirement that PTO be charged for the first three (3) days of injury or illness are below; in these cases, the leave is charged to ESL from the first day of leave.
  - a. The employee is determined eligible for FMLA; intermittent FMLA is not

included; or,

- b. The employee is on an accepted workers' compensation leave; or,
- c. The employee is hospitalized within that first week of being off; or,
- d. The employee is placed in the status of "Observation Patient," overnight stay, or twenty-three (23) hour hold; or
- e. The employee is admitted to outpatient surgery (including oral surgery) from the first day with a physician's verification of recovery period; or,
- f. The employee suffers a relapse of a qualifying illness or injury. Relapse is defined as an injury or illness occurring within seven (7) days of a prior absence for which the employee was using ESL and for the same illness or injury.

**F. Maximum Accrual (Cap) for ESL**

Eligible employees may accrue up to a maximum of seven hundred twenty (720) hours in their ESL account.

**III. PTO/ESL ACCRUAL RATES**

Employees will accrue PTO and ESL at the following hourly rates per pay period based on hours worked not to exceed eighty (80) hours.

<b>Length of Service</b>	<b>PTO Hours Per Pay Period</b>	<b>PTO Days per year</b>	<b>ESL Hours per pay</b>	<b>ESL Days per year</b>
First Year (2080 hours)	8.00	26	2.154	7
At Two (2) Years (4161	9.54	31	2.154	7
At Four (4) Years (8321	11.08	36	2.154	7
At Ten (10) Years (20,801	12.62	41	2.154	7

Accrual rates are based on a full-time, forty (40) hours worked per week. Employees move to the next level of accrual after they have reached the requisite hours worked.

### **SECTION 13. LEAVES OF ABSENCE**

- A. Leaves of absence are subject to policy as modified by Alameda Health System. Applications for a leave of absence shall be made in accordance with AHS policy.
- B. An authorized leave of absence for any purpose shall not affect seniority.
- C. Applications for leaves of absence shall not be unreasonably denied.

### **SECTION 14. BEREAVEMENT LEAVE**

#### **A. Eligibility**

In the event of a death of a family member, regular full-time and part-time technologists are eligible to take bereavement leave after 90 (ninety) days of employment.

#### **B. Definitions**

1. Bereavement leave is defined as necessary time away from work with straight time pay, plus regular shift differentials, associated with the death of a family member.
2. Family member is defined to include spouse, mother, father, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, step-parent, stepchild, stepsibling, or domestic partner. The legal guardian of an employee during their minority years and children for whom the employee acted as legal guardian are included as family members.

#### **C. Duration**

The employee's immediate supervisor will grant up to five (5) regularly scheduled working days for bereavement. These days must be taken within thirty days of the date of the death.

- D. Proof of death and relationship may be required by the Manager/Supervisor.

### **SECTION 15. JURY DUTY**

- A. A regular status employee who is covered by this Agreement who has completed the probationary period and who is called for jury duty will be granted leave with pay for actual time spent on jury duty service and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal work week. As a condition of the paid leave, the employee must notify the Hospital as soon as reasonably possible after receiving notice to report to jury duty and must produce a receipt from the

Court that they have been called or served.

- B. When an employee's scheduled jury duty hours do not generally coincide with the employee's scheduled shift, the Hospital, will upon request of the employee and subject to operational needs, change the employee's shift assignment. In the event the employee's shift is changed to a shift that has a shift differential, such differential shall not apply when the change in assignment is made to accommodate the employee's jury duty.
- C. Employees may use paid time off, in addition to the actual time spent at jury duty, to be the equivalent of their scheduled shift in lieu of returning to work.

## **SECTION 16. EDUCATION LEAVE**

- A. **General Conditions.** Employees in the following classifications are encouraged to pursue professional development and education in relation to their career in health care: Radiologic Technologist, Nuclear Medicine Technologist, Sonographer, and Pharmacy Technician, hereafter referred to as 'Employees.'
- B. **Educational Leave Time**
  - 1. Each fiscal year (July 1 through June 30), regular full-time employees shall be eligible for up to forty (40) hours to be used for paid educational leave at straight-time. Such hours will be prorated for regular part-time employees. Such hours may not be accumulated from year to year.
  - 2. Use of Educational Leave Time. A regular full-time or regular part-time employee who has completed their probationary period, who wishes to participate in an educational development program shall request in advance approval in accordance with department procedures.
  - 3. The Hospital shall make reasonable efforts to accommodate requests for professional/educational development time.
    - a. Educational leave time must be scheduled according to staffing requirements; however, the Hospital shall make reasonable efforts to accommodate requests, and shall respond in writing within fourteen (14) calendar days of receipt of the employee's request.
    - b. When an employee requests educational leave on their scheduled day off, in accordance with this Section, such requests shall be granted. Educational leave time taken during an employee's day off shall not be considered time worked for the purpose of overtime accrual or pay.

4. When an employee has been released from their scheduled shift to attend a course that is less than their normal shift, the employee will receive educational leave hours equal to the hours in the course. In each instance, the employee may use accumulated PTO to cover the difference between the hours of educational leave used, and the hours in their regular shift.
5. When an employee participates in a professional/educational development program on the employee's day off, the employee may use educational leave hours equal to the hours of the course.
6. Educational Leave hours may be utilized for appropriate home/internet courses.
7. In order to receive paid educational leave hours, employees must provide proof of successful completion of the course(s).

**C. Reimbursements**

Regular status employees shall be reimbursed for professional expenditures up to four hundred fifty dollars (\$450) per fiscal year (July 1 through June 30). This amount shall be prorated for regular part-time employees.

**1. Professional Reimbursement:**

- a. May not be accumulated from year to year,
  - b. Is subject to written approval from the Hospital and shall not be unreasonably denied,
  - c. May be used to: cover the cost of professional association fees, educational courses, professional conferences, certification and recertification.
2. Request for reimbursement must be submitted in accordance with department procedures along with the following documentation:
- a. Copy of prior written approval for the expenditure; and
  - b. Proof of purchase.

## SECTION 17. SURGICAL TECHNICIAN TRAININGS

- A. Surgical Technicians may be offered training opportunities that are relevant to their scope of work by their Department.
- B. **Compensation for trainings.**
  - 1. Trainings during scheduled work hours. With approval from the Department Head or their designee, trainings scheduled during a surgical technician's scheduled work hours may be attended on paid time, not to exceed the surgical technician's regularly scheduled hours for that day.
  - 2. Training during non-scheduled work hours. With approval from the Department Head or their designee, trainings scheduled during a surgical technician's unscheduled work hours may be attended in an unpaid status, on the employees own time.

## SECTION 18. HEALTH AND WELFARE BENEFITS

### A. **Health Plans**

AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible full-time and part-time employees, as well as their spouses/domestic partners and eligible dependents. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to other employees during open enrollment.

Eligible regular status employees may select among the Kaiser HMO health plans, which are subject to cost sharing, as described in the open enrollment documents provided to employees.

- 1. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
- 2. Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours during the look back period to have an average FTE .50 or higher will not be benefit eligible. Workers Compensation Disability leave and other paid leaves will be included in the calculation of hours worked.
- 3. SAN and Short hour employees will be eligible for Medical if they work on average 30 hours or more per week during the annual benefit look back period or as ACA dictates.
- 4. Duplicative Coverage. This applies to married AHS employees and employees in domestic partnerships both employed by AHS. The intent of this Section limits

AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees and employees in domestic partnerships, both employed by AHS, shall be entitled to one (1) choice from plans offered through AHS.

5. Share the savings will be a flat \$250 per month for opting out of the medical plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS will not be eligible for either share the savings or double health and/or dental coverage.
6. Effect of Authorized Leave without Pay On Health Plan Coverage. Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan which they had coverage prior to the authorized leave by completing the appropriate enrollment within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by AHS. Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to reenroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hired.
7. Open Enrollment. Eligible employees may choose among available options during an Open Enrollment period in the Fall of each year.

## **B. Dental Plans**

1. AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners and their dependents, provided that the employee is benefit eligible based upon the number of hours worked during the annual look back period, the eligibility is the same as the Medical Plans. Eligible full-time employees may elect any one of the dental plan options provided through AHS.
2. The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in ~~Section~~ §A.5 above. To participate an employee must have a calculated FTE of .50 or higher in the prior benefit look back period.
3. Dental Plan Premium Payment On Final Paycheck Before Authorized Leave Without Pay Or Employee Separation. AHS shall make a dental plan premium payment on a final paycheck for employees who are on paid status at least forty (40) hours in the last biweekly pay period.

4. Full-time and Part-time employees. Full time and part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Those whose dental plan coverage lapsed for a duration greater than three (3) months will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage begins at the effective date of coverage and will be based on guidelines established by AHS.
5. AHS Open Enrollment. Eligible employees may choose from among the options available during the annual Open Enrollment period. Premiums of all AHS dental options will be paid according to dependent status (single, two-party or family).

**C. Effect of Mandated Fringe Benefits**

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so supplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

**D. Dependent Care Salary Contribution**

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care (Eligible employees may only contribute a portion of their salary for such expenses; there is no AHS contribution for dependent care.) SAN employees are not eligible for this benefit.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable AHS administrative procedures.

**SECTION 19. LONG TERM DISABILITY INSURANCE**

A long-term disability insurance policy will be made available to regular status full-time and part-time employees for the employee only. Coverage can be purchased through payroll deduction. This policy is subject to premium costs, eligibility requirements, age limitations,



coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contract.

## **SECTION 20. STATE DISABILITY INSURANCE**

### **A. Participation**

The Hospital shall continue to participate under the State Disability Insurance (SDI) Program.

### **B. Employee Options**

There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:

#### **1. Option 1.**

Not applying for disability insurance benefits and using accrued Extended Sick Leave (ESL) and Paid Time Off (PTO) or;

#### **2. Option 2.**

Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include ESL and PTO. The choice to integrate accrued and extended sick leave only with SDI benefits may not be waived by the employee or the Hospital.

3. **Amount of Supplement.** The amount of the supplement provided in this Section for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal net, not gross salary rate, including premium conditions specified in Section 8 – **Wages**, or any other provision of this MOU, and the "weekly benefit amount" multiplied by two (2) and divided by 80.

### **C. How A Supplement To SDI Is Treated**

Hours, including fractions thereof, charged against the employee's accrued leave as a supplement to disability insurance benefits will be regarded as hours of paid leave of absence.

D. Paid Time Off shall be accrued based upon the proportion of the hours, charged against the employee's accrued leave balances to the regular pay period.

### **E. Health And Dental Plan Coverage In Conjunction With SDI**

For purposes of determining eligibility for ~~AHS's hospital and~~ medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued leaves shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

- F. The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued leaves, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to ~~Article~~ **Section 18 – Health and Welfare Benefits** herein.

## **SECTION 21. LIFE INSURANCE**

Regular status full-time and part-time employees are eligible for basic group life insurance coverage of \$9,000 will be provided to each employee who meets the enrollment requirements. AHS shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

## **SECTION 22. RETIREMENT PLAN**

- A. Retirement benefits are to be provided to regular Full-time and regular 0.50 FTE or higher Part-time staff through the Alameda Health System Enhanced Defined Contribution Plan and Alameda Health System Hybrid Plan. Eligible staff shall be provided an opportunity to choose which of the two (2) plans they elect to participate in, at their time of hire into an eligible position. All plan elections are irrevocable once made.
- B. For plan eligibility purposes, Part-time FTE status is based on official AHS Human Resources records and not the number of hours actually worked by an employee in a given pay period or range of pay periods. Participation in one of the two plans is mandatory for all eligible staff. Terms and conditions of plan benefits and eligibility to participate are governed by plan rules.

## **SECTION 23. SHOP STEWARDS**

- A. **Designated Shop Stewards.** The Hospital shall recognize one (1) employee as the Chief Shop Steward at the Hospital and one (1) employee as the Assistant Chief Shop Steward to act in the absence of the Chief Shop Steward. The Hospital shall be notified in writing of such appointment.
- B. **Shop Steward Function.** The function of the Shop Steward shall be to handle grievances

and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the Shop Stewards shall only deal with representatives of the Hospital designated to handle grievances. The Hospital's designated representatives are only required to meet with one (1) Shop Steward on any grievance except where the Shop Steward is the grievant, or one of the Stewards is an essential witness to the grievance.

C. The activities of the Shop Steward under this Section shall not unduly interfere with the Shop Steward's work or the work of any other employee.

**D. Shop Steward Release Time.**

1. The total cumulative combined use of paid release time for Shop Steward Activity shall not exceed ten (10) hours per calendar month.
2. Use of this time includes: Grievance meetings, Weingarten meetings, orientation sessions, and Union sponsored training sessions.
3. Requests for release time will be made to the Shop Steward's supervisor. Such approval shall be granted solely based on operational needs and shall not be unreasonably denied.

## **SECTION 24. UNION REPRESENTATIVES**

**A. Access by Union Representatives**

1. A designated union representative will be permitted to visit the Hospital to ascertain whether or not the Agreement is being properly maintained. When necessary, these meetings will be confined to a location provided by the Hospital that will give them privacy of discussion. If such meetings require entering a non-public area of the Departments where employees represented by this MOU are assigned, the union representative shall give the department manager reasonable advance notice of their visit and shall contact the department manager prior to entering a non-public area. The union representative must be accompanied by an on-duty employee from that department while in a non-public area. These visits to non-public areas shall not interfere with patient care.
2. The Union will furnish the Hospital a written list of all ILWU representatives and employee representatives who are authorized to conduct union business. Changes to the list must be made in writing to the Hospital.

B. The Hospital has the right to enforce reasonable access rules and regulations.

**C. Bulletin Boards**

ILWU shall have access to general purpose bulletin boards and shall have the use of those bulletin boards. Any materials posted must be dated and initialed by the union representative responsible for the posting.

## **SECTION 25. REDUCTION IN FORCE**

### **A. General**

1. The Hospital has the sole, non-grievable, non-arbitable right to determine when a reduction in full-time equivalent (FTE) rate, temporary or an indefinite layoffs shall occur. If, in the judgment of the Hospital, a layoff or reduction in time is necessary, staffing levels will be reduced in accordance with this Article. The Hospital shall determine the unit for reduction of time or layoff and which positions are subject to a reduction of time or layoff. When the Hospital determines that there is to be a reduction in time or layoff within the bargaining unit, it shall give the Union advance notice in accordance with this article.
2. **A layoff is an involuntary:**
  - a. Separation from employment as implemented in accordance with this provisions of this Article;
  - b. Reduction in FTE rate of a non-probationary regular employee.

### **B. Definitions**

1. A temporary layoff is one for which the Hospital specified an affected employee's date for return to work of not more than 14 (fourteen) calendar days from the effective date of the layoff.
2. An indefinite layoff is one for which the affected employee received no date for return to work, or no date of restoration to their former FTE.

### **C. Temporary Layoff**

1. If the Hospital determines that a temporary layoff of fourteen (14) calendar days or less is imminent, it shall be implemented in accordance with the provisions of this Section.
2. In the event of a potential temporary layoff, or to ease its impact, the Hospital shall attempt to:
  - a. Call off registry, travelers, SANs, and short hour, in the impacted unit, in that order. SAN and Short Hour employees will be called off in the inverse order of their "seniority like" rights.
  - b. Allow regular status employees in the affected classification to volunteer for the temporary layoff. The employee may choose to use accrued paid time off during this time. Volunteers will be approved in order of seniority as needed.

- c. Temporarily reassign the affected employee(s) to an alternative assignment where available and for which the employee is qualified.
3. If, after seeking and implementing the alternatives above, the Hospital determines that the need to temporarily layoff employees continues to exist, the temporary layoff shall be implemented on a rotating basis beginning with the least senior regular status employee in the affected classification(s). Affected employees may choose to use accrued PTO.

#### **4. Notice**

When the Hospital identifies particular employees to be affected by a temporary layoff, it shall give the individual employee written notice of the expected beginning and ending dates of the temporary layoff as follows:

- a. The Hospital shall give, if feasible, seven (7) calendar days' notice of the expected beginning and ending dates of the layoff to the affected employee(s).
- b. If less than seven (7) calendar days' notice is granted, the affected employee(s) shall receive straight time pay in lieu, plus applicable differentials, of notice for each additional day the employee would have been on pay status had the employee been given seven (7) calendar days' notice. Pay in lieu of notice is provided for reductions in FTE only up to the employee's pre-layoff FTE.
- c. No later than one business day after issuing a notice of a temporary layoff, the Hospital shall send the Union a copy of the temporary layoff notice(s) issued.
- d. The employee shall return to work on the date provided in the notice. If the ending date of the temporary layoff is changed, the Hospital shall give the effected employee such advance notice as is practicable. The employee shall make every reasonable attempt to return to work on the new date indicated by the Hospital and will notify the Hospital if unable to do so.

#### **D. Indefinite Layoff**

1. If the Hospital determines that an indefinite layoff is imminent, it shall be implemented in accordance with the provisions of this Section.
2. In the event of a potential indefinite layoff, or to ease its impact, the Hospital shall attempt to:
  - a. Call off registry, travelers, SANs, and short hour in the impacted unit, in that order, SAN and Short Hour employees will be called off in the inverse

order of their “seniority like” rights; and

- b. Offer affected employees an active vacant position within the bargaining unit, provided the employee is qualified for the vacant position.

**3. Selection for Layoff**

- a. Seniority is defined in Section 4 - Seniority and Probation of this Agreement.
- b. The order of indefinite layoff of employees in the same classification within the affected unit shall be in inverse order of seniority.
- c. The Hospital may retain employees irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other employees in the same classification and affected unit and which are necessary to perform the ongoing functions of the affected area.
- d. **Notice**

When the Hospital identifies individual employees to be affected by an indefinite layoff, it shall give the individual written notice of the effective date of the layoff to each affected employee. Advance notice will be provided as follows:

- i. The Hospital shall give, if feasible, 30 (thirty) days’ notice.
- ii. If less than thirty (30) calendar days’ notice is granted, the affected employee(s) shall receive straight time pay, plus applicable differentials, in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days’ notice. Pay in lieu of notice is provided for involuntary reductions in FTE only up to the employee’s pre-layoff FTE.
- iii. No later than one business day after issuing a notice of indefinite layoff, the Hospital shall send the Union a copy of the layoff notice(s) issued.

## SECTION 26. DAILY CANCELATIONS

### A. **Definition**

A cancellation is one for which the need to reduce staff occurs suddenly and shall not affect an employee longer than one normally scheduled shift.

### B. In the event of a potential cancellation caused by a decrease in workload, the Hospital shall attempt to:

1. Cancel registry, SANs, Short Hour, and travelers in the impacted shift and unit, in that order. SANs and Short Hour employees shall be canceled in inverse order of their seniority like rights;
2. Assign alternative work where it exists and the employee is qualified; and/or
3. Offering volunteers or impacted employees the ability to use of PTO, or unpaid leave;

### C. If, after seeking and implementing the alternatives above, the Hospital determines that the need to cancel regular status employees continues to exist, the cancellation(s) shall be implemented on a rotating basis, generally in order of least to most senior.

### D. **Notice**

**A cancellation requires no advance notice.** An employee who is scheduled to work and who reports as scheduled prior to being canceled but is not needed will be given four hours of work, or four hours of pay at the employee's straight-time rate, including any applicable shift differential, in lieu thereof if sent home early.

## SECTION 27. GRIEVANCE PROCEDURE AND ARBITRATION

### A. **General Conditions**

1. A grievance is a written complaint by an individual employee, a group of employees, or the Union that the Hospital has violated a specific provision of this Agreement. The Hospital shall not have the right to use the grievance procedure.
2. A grievant shall have the right to be represented at all steps of the grievance and arbitration procedure by a Union Representative
3. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedures of this Agreement.
4. **If** a grievance is not filed within the agreed time limits, or is not appealed to the



next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance shall be considered resolved on the basis of the Hospital's last response to the grievance and shall be ineligible for further appeal.

5. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.
6. The Union may in its own name file a grievance alleging that the Hospital has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Hospital. Grievances filed by the Union in its own name will go directly to Step 2. Grievances filed directly by the Union will be signed by the designated Business Agent or an executive officer of the Union.
7. In the case of discharge, no grievance shall be processed under this Section unless it is first filed within seven (7) calendar days of the discharge. Grievances for discharge will go directly to Step 2.
8. Timelines in this Section may be extended by mutual agreement ~~of the parties~~.

#### **B. Informal Review**

Before commencing the formal grievance procedure, an individual employee or a group of employees should first attempt to resolve the matter informally with the immediate supervisor or on-site leader.

#### **C. Step 1 Grievance**

If any employee or group of employees has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be taken up in this manner:

1. No grievance shall be processed under this Section unless it has been filed within thirty (30) calendar days of the date when the employee(s) or the Union had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance.  
  
A grievance involving clerical errors may be presented within one (1) year from the date of such error. Clerical errors in the retirement plans as defined in Section 22 – Retirement Plans of this MOU are excluded from this deadline. The correction of these errors are subject to the retirement plan document.
2. Grievances will be filed on the agreed upon Grievance Form (see Appendix 'B') and signed by the grievant(s) and/or their Union Representative (Steward or Business Agent). The grievance form may be furnished to the employee by either

the Union or the Hospital, although failure of the Hospital to provide a grievance form upon request will not be grounds for an extension of the filing deadline nor a grievance against the Hospital for failure to provide the form.

**3. Only one subject matter will be covered in any one grievance**

- a. The grievance will identify the Section(s) and subsection(s) of this Agreement alleged to have been violated.
- b. The grievance will describe the action(s) that allegedly violated this Agreement and the date(s) on which this action occurred.
- c. The grievance will list the name(s) of the affected individual(s) known at the time of the filing.
- d. The grievance will describe the remedy requested. No remedy shall exceed restoring a grievant's lost wages, benefits, or rights lost as a result of a violation of this Agreement to make the grievant whole.-

**4. Grievances will be filed with the Labor Relations Department, and shall be accomplished as follows:**

- a. Email to [Grievance@alamedahealthsystem.org](mailto:Grievance@alamedahealthsystem.org).
  - i. Email submissions must include attachments of all documents, information and signatures necessary to be in compliance with this ~~section~~ §C2 above.
  - ii. The “date of filing” for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal hours, the first following business day will be deemed the filing date of the grievance or its appeal.
- b. **Delivery by US Postal Service.** The United States Post Office postmark will be considered the date filed. Mail to: Alameda Health System, ATT: Labor Relations – Grievance, 7677 Oakport Street, Oakland, CA 94621. Alameda Health System shall notify the Union in writing of any changes to its mailing address.
- c. **Personal Presentation** with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents. =

5. The Hospital shall acknowledge the grievance filing as soon as practicable and assign the grievance a unique case number that is to be referenced in all subsequent appeals and responses from the Hospital and the Union.
6. A grievance meeting will be held within ten (10) calendar days of the filing of the grievance. If the meeting is not held, the grievance may be appealed directly to Step 2 within ten (10) days following the deadline for the meeting.
7. The Hospital's written response will be issued within ten (10) calendar days of the grievance hearing. If the response is not issued within this time limit, or if grievance is not resolved at Step 1, the grievance may proceed to Step 2. Appeals to Step 2 must be submitted within ten (10) calendar days of the issue date of the Step 1 response, or the expiration of the response timeline if no response is issued.

**D. Step 2 Grievance**

1. If the grievance is not settled at Step 1, the Union may file, within ten (10) calendar days of the Union being notified of the denial of their Step 1 grievance or having received no written response in that time, a Step 2 grievance with Labor Relations Department following the grievance filing procedures.
2. No grievance shall be heard under this ~~Section~~ §D unless it has been first presented at Step 1, except in the case of discharge, which is subject to §A.7 as will grievances filed by the Union, in accordance with §A.6.
3. The subject of the grievance at Step 1 shall constitute the whole and entire subject matter of the appeal to Step 2. The Step 2 appeal shall identify all unresolved issues, alleged violations and remedies, and shall be signed by the grievant or their representative.
4. The filing of a Step 2 grievance shall follow the procedure described in ~~subsection §C., above, of this Section.~~
5. The Hospital's written response will be issued to the grievant and the representative, if any, within ten (10) calendar days of the appeal to Step. If the response is not issued within this time limit, or the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration.

**E. Appeal to Arbitration**

An appeal to arbitration may be made only by the Union and only after the Union has availed themselves of all previous Steps of this procedure. The appeal to arbitration must be signed by the Union president or their designee.

1. An appeal to arbitration must be filed within fourteen (14) calendar days of the written notice of the Step 2 response or having received not written response in

that time limit.

2. Appeals to arbitration will be filed with the Labor Relations department, and shall be accomplished as follows.
  - a. Delivery by U.S. Mail: the date of the US Postal Service postmark shall be considered the date filed;
  - b. Personal Presentation with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
  - c. Email to [Grievance@AlamedaHealthSystem.org](mailto:Grievance@AlamedaHealthSystem.org).
    - i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this ~~Section~~ **§C 36**.
    - ii. The “date of filing” for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

### **3. Selection of Arbitrator**

The arbitrator will be selected by mutual agreement between the Hospital and the Union. If the parties are unable to agree to an arbitrator within fourteen (14) calendar days of the filing for arbitration, they will submit a request for arbitration to the State Mediation and Conciliation Service (SMCS), which will furnish a list of arbitrators. An arbitrator will be selected by the representative of the Hospital and the Union by alternatively striking names from the furnished panel until only one name remains. Determination with respect to which party strikes the first name shall be decided by flipping a coin.

### **4. Scheduling of the Hearing Date**

Within ten (10) calendar days of selecting an arbitrator, the arbitrator and the parties shall schedule a date, place, and time for the arbitration hearing. Should the parties be unable to agree to a hearing date by that time, the authority to schedule the hearing date rests with the arbitrator.

## **5. Expedited Arbitration Procedure**

In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply:

- a. The Hospital and the Union will have a mutually agreed upon list of at least no fewer than five arbitrators who have agreed to hear expedited arbitrations involving the parties.
- b. The hearing will be scheduled as soon as practicable.
- c. No transcripts of the proceedings will be made unless the arbitrator so requires.
- d. The Arbitrator shall issue a bench decision unless they desire additional time. Thereafter, at the request of either party, the Arbitrator shall provide a brief opinion setting forth the factual and legal basis for their decision.

## **6. Scope of Arbitrator's Power**

- a. The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. Their jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involved only the interpretation and application of such Agreement and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process.

## **SECTION 28. NO STRIKE NO LOCKOUT**

There shall be no strike, slow down or other stoppage of work by the Union employees and no lockout by the Hospital during the life of this Agreement. However, it is expressly understood this first sentence does not apply to a sympathy strike. In the event that a strike or a picket line by another union with a collective bargaining relationship with the Hospital occurs at the Hospital, due to a dispute between that union and the Hospital, the Union recognizes its obligation to maintain one CT qualified Technologist per shift, one Ultrasound qualified Technologist on on-call status per regularly scheduled shift or regularly scheduled on-call shift for emergencies only, and one on-call Surgical Technician for emergencies only.

## **SECTION 29. TECHNOLOGICAL AND OPERATIONAL CHANGE**

- A. The Hospital will provide the Union with written notice no fewer than sixty (60) calendar days' prior to the following actions:
  - 1. Subcontracting work performed by bargaining unit employees; or,
  - 2. Removing or adding equipment that will have a material impact on working conditions of bargaining unit employees; or,
  - 3. Non-emergency closure of part, or all departments, with bargaining unit employees; or,
  - 4. Merging the Hospital, or departments with bargaining unit employees, with another employer.
- B. The Hospital shall meet with the union upon request and will discuss the impacts of such action on bargaining unit employees. Failure to conclude such discussion, if any, prior to the date on which the action is to be effective, shall not preclude the Hospital from implementing such an action.
- C. If the action will result in a reduction in force, the reduction in force process in Section 25 – **Reduction in Force** of the Agreement shall be followed.
- D. The parties will meet promptly in these matters and forty (45) calendar days after the initial notice, the No Strike provision found in this Agreement may be suspended by the Union if the Union files a proper notice giving no less than ten (10) days' notice of its intent to strike.

## **SECTION 30. SUCCESSOR BARGAINING RELEASE TIME**

- A. The Union shall designate no more than two (2) active status employees as bargaining team members for successor bargaining. The bargaining team designees may not be from the same classification. The Union shall inform the Hospital of the names of the bargaining unit employees in a timely manner but no less than thirty (30) calendar days before the first bargaining session.
- B. The Union and the Hospital will agree upon initial bargaining dates, and the Hospital will inform the bargaining team employees' supervisor of those dates, immediately following the confirmation of the dates.
- C. To ensure bargaining team member release time, bargaining dates shall be scheduled no fewer than fourteen (14) calendar days in advance, unless otherwise agreed to by the parties. The bargaining team members shall confirm their release time for scheduled bargaining sessions with their supervisor as soon as practicable.

- D. Paid release time for bargaining team members shall include any differentials the employee would have been entitled had the employee worked instead of attending bargaining. Paid release time shall not exceed the employee's normally scheduled hours.
- E. The Hospital shall attempt to accommodate a bargaining team member's schedule to ensure their participation in bargaining.
- F. A bargaining team member who is scheduled to work the night before and/or after a bargaining session may designate either, but not both, of those shifts as time off without loss of pay or benefits for the purpose of attending the bargaining session.

### **SECTION 31. TERM OF AGREEMENT**

This Agreement shall commence on January 1, 2020 and shall remain in full force and effect through December 31, 2022 and shall be automatically renewed from year to year thereafter unless either party shall, at least ninety (90) days prior to December 31, 2022 or any other subsequent January 1<sup>st</sup> for which the Agreement is renewed, serve notice in writing of its desire to change, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, fix their signature on this \_\_\_\_ day of \_\_\_\_\_, 2021

<b>For Alameda Hospital/ AHS</b>	<b>For ILWU Local 6:</b>
<p style="text-align: right;">_____ Date _____</p> <p>Lorna Jones, Chief Human Resources Officer</p> <p style="text-align: right;">_____ Date _____</p> <p>Andrew Dadko Sr. Labor Relations Consultant</p>	<p style="text-align: right;">_____ Date _____</p> <p>Malcom Thornton, Business Agent</p> <p style="text-align: right;">_____ Date _____</p>



## APPENDIX A. WAGE SCALES

\*\*\* TO BE ADDED\*\*\*

APPENDIX B. GRIEVANCE FORM



Union Grievance Form

SUBMIT TO: GRIEVANCE@AlamedaHealthSystem.Org

ATTACH ALL RELEVANT DOCUMENTATION

AHS USE ONLY	
Grievance #	_____
Date Received:	_____

Date: \_\_\_\_\_ Step (Mark one): 1 \_\_\_ 2 \_\_\_ Union/Bargaining Unit: \_\_\_\_\_

Worksite/Location/Shift: \_\_\_\_\_

Union Agent/Designee (Printed Name & Title): \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Regarding: \_\_\_\_\_

Date(s) of Incident: \_\_\_\_\_

Relevant MOU Article(s)/AHS Policy: \_\_\_\_\_

Affected Individual(s)/Employee ID: \_\_\_\_\_

Supervisor of affected Individual(s): \_\_\_\_\_

Desired Remedy: \_\_\_\_\_

\_\_\_\_\_

Description of circumstances involved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach additional pages if needed.

**SIDE LETTER # 1 – IMPLEMENTATION of January 1, 2020 - December 31, 2022 MOU  
– April 30, 2021**

SIDE LETTER OF AGREEMENT  
Between  
Alameda Health System  
And  
ILWU Local 6 at Alameda Hospital

**Implementation of January 1, 2020 – December 31, 2022 MOU**

**April 30, 2021**

The modifications in this MOU (January 1, 2020 – December 31, 2022) shall be effective no later than sixty (60) days from the date of Union ratification unless otherwise specified.

For ILWU Local 6

*Mahesh [Signature]*  
4-30-21

For AHS

*Andrew DADMO 4/30/2021*

## SIDE LETTER # 2 – Surgical Technician Overtime and On-Call Assignments

SIDE LETTER OF AGREEMENT  
Between  
Alameda Hospital  
And  
ILWU Local 6

### Surgical Technician Overtime and On-call Assignments June 22, 2021

This side letter shall only apply to the employees in the following job titles AHD Surgical Technician, AHD Sr. Surgical Technician, and AHD Lead Surgical Technician, collectively known hereafter as "Surgical Technicians."

This side letter shall supersede the Hours of Work section of the Memorandum of Understanding that remains in effect from January 1, 2020 through December 31, 2022 only in the ways defined in this side letter.

1. Overtime for Surgical Technicians shall be assigned in order of seniority, not on an equitable basis. All other provisions of the MOU related to the assignment of overtime shall remain in effect.
2. On-call for Surgical Technicians shall be assigned in order of seniority, not on an equitable basis. All other provisions of the MOU related to the assignment of on-call shall remain in effect.



Andrew Dadko  
Sr. Labor Relations Consultant  
Alameda Health System



Donal Mahon  
Business Agent  
ILWU Local 6