

AGREEMENT BETWEEN

ALAMEDA HEALTH SYSTEM

SAN LEANDRO HOSPITAL CAMPUS

and

THE MEDICAL IMAGING TECHNOLOGISTS UNIT

of

I. L. W. U., LOCAL 6

January 1, 2019 - December 31, 2024

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This **AGREEMENT** is made and entered into by and between the **Medical Imaging Technologists Unit of I.L.W.U., Local 6**, hereinafter called the “**Union**”, and **Alameda Health System for its San Leandro Hospital Campus**, hereinafter called the “**Hospital.**”

ARTICLE 1 RECOGNITION

- A. Hospital recognizes the Union as the representative of the following classifications at the San Leandro Hospital campus of AHS: Radiologic Technologists, Nuclear Medicine Technologists, Diagnostic Medical Sonographers, and Magnetic Resonance Imaging (MRI) Technologist in the Radiology Department.
- B. **New Classifications**
1. When the Hospital creates a new diagnostic imaging classification or job title in the Radiology Department of the Hospital, the Hospital shall mail a notice to the Union of the bargaining unit assignment, if any, of such classification. The Union shall have 30 (thirty) calendar days after mailing of such notice to contest the Hospital’s assignment of the newly created classification/title 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/title 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. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/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 / job title within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and technologists shall be assigned to the newly created classification.

C. Existing Classifications

If the Hospital is proposing any changes to job titles, and/or job description 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 discussion shall not delay implementation of the changes.

D. Classifications Covered by this Agreement

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

Classification	Title Code	Classification Title
Diagnostic Medical Sonographer	54027	SLH TECH – ULTRASOUND SENIOR
Diagnostic Medical Sonographer	54027	SLH TECH – ULTRASOUND SENIOR (Short Hour and SAN)
Diagnostic Medical Sonographer	54033	SLH ULTRASOUND TECH I
Diagnostic Medical Sonographer	54033	SLH ULTRASOUND TECH I (Short Hour and SAN)
Diagnostic Medical Sonographer	54032	SLH ULTRASOUND TECH II
Diagnostic Medical Sonographer	54032	SLH ULTRASOUND TECH II (Short Hour and SAN)
MRI Technologist	54029	SLH TECH – MRI
MRI Technologist	54029	SLH TECH – MRI (Short Hour and SAN)

Nuclear Medicine Technologist	54024	SLH TECH – NUCLEAR MED SENIOR
Nuclear Medicine Technologist	54024	SLH TECH – NUCLEAR MED SENIOR (Short Hour and SAN)
Radiologic Technologist	TBD	SLH Radiology Technologist - Single Modality
Radiologic Technologist	TBD	SLH Radiology Technologist- Single Modality (Short Hour and SAN)
Radiologic Technologist	TBD	SLH Radiology Technologist- Multiple Modality
Radiologic Technologist	TBD	SLH Radiology Technologist- Multiple Modality (Short Hour and SAN)
Radiologic Technologist	TBD	SLH Mammography Quality Assurance Technologist
Radiologic Technologist	TBD	SLH Mammography Quality Assurance Technologist (Short Hour and SAN)

ARTICLE 2 UNION MEMBERSHIP DUES

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.

ARTICLE 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 are not limited to, these rights; to determine, and from time to time re-determine, the number and location of its facilities and the methods, processes, staffing arrangements, equipment or programs or to discontinue their use of performance by employees of the Hospital, to contract out any processes, programs or operations, or portions thereof; 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 provisions of this Agreement.

ARTICLE 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 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. **Calculation of Seniority**
1. Technologists (SAN, Short Hour, Regular full time and part time) shall be credited with one year of seniority for each year of employment within the bargaining unit at the Hospital, subject to Section D below.
 2. Short hour technologist hold seniority like rights only amongst themselves.
 - a. In the case of a tie in seniority, the more senior technologist shall be the one whose date of hire at the Hospital precedes that of the other technologist(s). If the dates of hire at the Hospital are the same, the technologist who submitted their application first shall be deemed the more senior technologist.
 - b. Short hour technologist's seniority like rights shall never supersede the seniority rights of a regular status employee.
 3. SAN technologists hold seniority like rights only amongst themselves.
 - a. In the case of a tie in seniority, the more senior technologist shall be the one whose date of hire at the Hospital precedes that of the other technologist(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 technologist's seniority like rights shall never supersede the seniority rights of a regular status technologist or the seniority like rights of a short hour employee.

C. Probationary Period

1. Technologists hired as regular full-time or regular part-time technologists 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 technologists 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.

D. Breaks and Adjustments in Seniority

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

3. It shall be the responsibility of the applicant to notify the Hospital that they may qualify for rehire as defined in this section.
4. In all other cases where seniority is broken, the technologist shall be assigned a new seniority date.

ARTICLE 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 San Leandro 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.

ARTICLE 6 EMPLOYMENT CATEGORIES

- A. **Regular full-time technologists.**

A regular full-time technologist works a predetermined schedule of forty (40) hours per week, is eligible for benefits according to Article 20 Health

Program, and accrues seniority according to Article 4 Seniority and Probation of this Memorandum of Understanding (MOU).

B. Regular part-time technologists.

A regular part-time technologist works a predetermined schedule of at least twenty (20) a week but less than forty (40) hours a week, is eligible for benefits according to Article 20 Health Program, and accrues seniority according to Article 4 Seniority and Probation of this MOU.

C. Short hour technologists

1. A short hour technologist works a predetermined schedule of less than twenty (20) hours per week.
2. Does not have seniority rights against regular technologists but does have "seniority like" rights against other short hour and SAN technologists as defined in Article 4 Seniority and Probation.
3. Receives a premium rate in lieu of benefits in accordance with the wage scale in Appendix A.

D. Services-As-Needed (SAN) technologists (also known as 'casual per diem' technologists)

1. A SAN technologist does not have a predetermined work schedule and works intermittently. SAN technologists shall be available to work a minimum of four (4) shifts in a twenty-eight (28) day scheduling period including one (1) weekend shift.
2. Minimum availability must be received by the department in writing at least fourteen (14) calendar days prior to the posting of each schedule.
3. Scheduling will be based on the operational needs of the department. Providing this minimum availability does not guarantee such work will be scheduled.

4. Once a SAN technologist is confirmed for a shift, they shall not be replaced on the schedule by a regular status or supplemental technologist.
5. Receives a premium rate in lieu of benefits in accordance with the wage scale in Appendix A.
6. A SAN technologist has "seniority like" rights against other SAN technologists as defined in Article 4 Seniority and Probation.

E. Short Hour and SAN holiday requirements

1. Short hour and SAN technologists will be available to work at least two (2) of the following five (5) holidays 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 technologists will submit their holiday work schedule choices in writing at the same time as the annual paid time off requests for regular status technologists. The process of assigning holidays will be completed and finalized on the same timeline as the annual paid time off requests for regular technologists.

- F. Status Conversion.** A short hour or SAN technologist who works twenty (20) or more hours a week over a period of six (6) months, excluding on-call hours and hours worked to fill in for a technologist on a leave of absence, upon written request, shall be reclassified as a regular, full-time or part-time, technologist. Scheduling for such technologist shall be determined on the basis of seniority provided there is ability to perform the required work.

ARTICLE 7 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 will meet and confer with the Union should it wish to establish a workweek other than the above.

B. Compensation of Overtime

1. Calculation of overtime does not include hours paid in non-work status, such as on-call, PTO and paid leaves of absence ~~pursuant to Article 14– Leaves of Absence.~~
2. Technologists 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 technologist's shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.

For example, technologists 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. Technologists 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 Extra Shifts

1. The Hospital shall decide when an extra shift is available.
2. ~~Extra shifts shall not compromise a technologist's current schedule or result in overtime.~~
3. Extra shifts shall be awarded to qualified technologists according to the following order of preference, according to seniority:
 - a. Part-time regular status technologists; then to
 - b. Short hour technologists; and then to
 - c. SAN technologists.
 - d. If coverage is not secured, the department may secure supplemental staffing.
 - e. Extra shifts shall not result in overtime.
 - f. Extra shifts shall not result in a change to a technologist's current schedule; unless mutually agreed upon.

D. Assignment of Overtime

1. The Hospital shall decide when overtime is needed. Overtime must be approved in advance by the Hospital.
2. For the purpose of assigning overtime, The Hospital will ask for volunteers among technologists on a rotating basis, first among regular status technologists, then amongst short hour technologists, then among SAN technologists

E. There shall be no duplication, pyramiding, or compounding of any premium wage payments.

F. Work Schedule

1. Employees will be scheduled in accordance with the needs of the

Hospital, subject to the provisions of this Article.

2. No employee shall be required to work two (2) consecutive shifts within a period of twenty-four (24) hours except in cases of emergencies including but not limited to; maintaining minimum staffing requirements for a general acute care hospital.
3. Full and part-time work schedules will be for eight (8) consecutive hours per day, excluding a thirty minute meal period.
4. Alternate schedules may be established by mutual agreement.

G. **Meal Period.** Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts worked of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status.

H. **Posting of Schedules**

The Hospital shall post work schedules at least twenty-eight (28) days in advance. Posted work schedules shall be for two consecutive pay periods (28 days). The Hospital shall not change the posted schedule without a minimum of two weeks' notice to the employee.

I. **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.

J. **Mandatory Meetings.** If a technologist is required to attend a mandatory meeting during their unscheduled time they shall be paid a minimum of two (2) hours at straight time.

K. Shift Rebids

1. When a restructuring of shift assignments is necessary, as determined by AHS, preferences shall be granted by seniority within a classification, assuming appropriate competencies are met.
 - a. The Hospital shall provide a minimum of 28 (twenty-eight) 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, and methods of participation including in-person, proxy designation, and electronic. The Hospital will meet and discuss the proposed rebid with the Union upon request.
 - b. Employees shall participate in the rebidding of shifts and awarded their preference in order of seniority. 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.

L. On-Call

1. On-call is time during which an employee is required to be available for return to work as a result of a call to work. An employee is not considered to be in on-call 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 time.
2. On-call employees must be able to arrive at the Hospital within 30 (thirty) minutes after being contacted to return to work.
3. The Hospital has the right to establish and modify on-call shifts.
4. On-call assignment shall first be offered to volunteers, rotating in order of seniority amongst qualified and competent technologists.
5. A Technologist scheduled to be "on-call" shall be paid one half ($\frac{1}{2}$) time for all

hours “on-call” at their base hourly rate of pay. If called to work when on-call, a Technologist shall be compensated at the rate of time and one-half (1½) their straight time rate, including shift differential (if applicable), with a guaranteed minimum of three (3) hours at the rate of time and one half (1½) pay for each call for no more than eight (8) hours. A Technologist scheduled to be “on call” on a holiday shall be paid three-fourths (¾) time for all hours “on call”.

6. Employees who respond to consecutive calls to work within one three (3) hour period will be paid for three (3) hours or actual time worked, whichever is greater, at the appropriate call-in rate. In no case will call-in pay during an eight (8) hour shift exceed eight hours pay at the call-in rate.

ARTICLE 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:** The parties recognize that actual salary rates paid to employees may vary slightly from those reflected on the salary table due to rounding.
3. **Across-the-Board Adjustments.** Where the provisions of this Article call for an across-the-board range adjustment:
 - a. The salary range minimum and maximum shall be adjusted by the percentage increase indicated;
 - b. Each Step on the Salary Range shall increase by the percentage indicated; and
 - c. Technologists whose base pay exceeds the salary range maximum are not eligible for an increase.

B. Step Increases

1. Technologists 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. Date of Step Increase. The effective date of the step increase shall be on the first day of the pay period following the employee's anniversary date.
3. Eligibility for a step move is determined by the number of years on a step, as follows:
 - a. after one (1) year on step one (1), the technologist is eligible to promote to step two (2);
 - b. after one (1) year on step two (2), the technologist is eligible to promote to step three (3);
 - c. after one (1) year on step three (3), the technologist is eligible to promote to step four (4);
 - d. after one (1) year on step four (4), the technologist is eligible to promote to step five (5);
 - e. after two (2) years at step five (5), the regular full-time and regular part-time technologist is eligible to promote to step six (6);
 - f. after three (3) years at step six (6), the regular full-time and regular part-time technologist is eligible to promote to step seven (7);
4. **See Appendix A for wage tables.**

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 July 1, 2019 and concludes on the last day of the pay period prior to implementation of the salary range increase described in ~~Section~~ §C.2., below. To qualify for the retroactive payment a technologist 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, the Hospital will apply an across the board adjustment for all represented classifications of two and one-half percent (2.5%) in accordance with the ~~Section~~ §A.3., above.
3. Effective the first pay period of calendar year 2022 (PP 2022-01), the Hospital will apply an across the board adjustment for all represented classifications of three percent (3.0%) in accordance with the ~~Section~~ §A.3., above.
4. Effective the first pay period of calendar year 2023 (PP 2023-01), the Hospital will apply an across the board adjustment for all represented classifications of three percent (3.0%) in accordance with the ~~Section~~ §A.3., above.
5. Effective the first pay period of calendar year 2024 (PP 2024-01), the Hospital will apply an across the board adjustment for all represented classifications of three percent (3.0%) in accordance with the ~~Section~~ §A.3., above.

D. Differential Pay

1. Available Differentials

Type of Differential	Payment
Evening Shift	10%
Night Shift	15%
Weekend Shift	\$12 per shift.

2. Shifts are defined as follows:

- a. Day Shift: Begins at 7am and concludes at 3:30pm.
- b. Evening Shift: Begins at 3pm and concludes at 11:30pm
- c. Night Shift: Begins at 11pm and concludes at 7:30am the following day
- d. Weekend Shifts: Begins on Friday at 11pm and concludes on Sunday at 11pm.

Deviation from the hours of shifts established as of the date of this Agreement as entered into may be made where necessary in the judgment of the Hospital. The ~~Association~~ Union will be notified in advance of any such deviation and the reason, therefore.

- 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 within that shift with a shift differential.

Notwithstanding the foregoing, a Technologist 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.

- E. A Lead Technologist may be designated by the Hospital for such periods of time as determined by the Hospital. For such assigned periods of time, the Lead Technologist shall be paid a differential of three dollars (\$3.00) per hour for such periods of assignment. The duties of the Lead Technologist assignment shall be designated by the Hospital.
- F. The Hospital retains the management right to provide equity increases or bonus pay for bargaining unit employees throughout the term of this Agreement. Determinations as to the date of the increase or bonus and the amount of the increase or bonus shall be at the sole, non-grievable discretion of the Hospital.

G. Student Coordinator

Technologists assigned to the position of Student Coordinator for students training in Radiology and Ultra Sound Technology shall receive a premium of ten dollars (\$10) per shift, not to exceed one hundred dollars (\$100) per pay period while performing in that capacity. When the Hospital determines a Student Coordinator position is to be filled, the position will be posted but selection and assignment to the position of Student Coordinator shall be at the sole discretion of the Medical Center. No more than one Technologist will be paid the premium at any given time.

ARTICLE 9 HOLIDAYS

- A. The following days shall be recognized by payment of the rates set forth below for work performed on such days:

New Year's Day– January 1st
Martin Luther King, Jr. Day– The third Monday of January
Presidents' Day – The third Monday of February
Memorial Day– The last Monday of May
Independence Day – July 4th
Labor Day – The first Monday of September
Veterans Day – November 11th
Thanksgiving Day – The fourth Thursday of November
Day after Thanksgiving – The fourth Friday of November
Christmas Day – December 25th

- B. **Floating Holiday.** Technologists shall receive one (1) Floating Holiday per fiscal year. The Floating holiday is lost if not used within the fiscal year. The fiscal year begins July 1st and ends June 30th. The floating holiday is prorated based on the technologist's FTE. Part-time technologists may use PTO to receive the number of hours equal to their regularly scheduled shift when taking their floating holiday.

- C. If a technologist is required to work any of the aforementioned days, they shall receive time and one-half (1½) for all hours worked on the holidays listed in ~~Section §A., above of this Article~~, up to a maximum of twelve (12) hours. Hours

worked on these holidays over twelve (12) hours shall be paid at double (2x) time as described in Article 7 – Hours of Work.

D. A holiday shift is defined as a shift in which half or more of the shift is worked on the holiday.

**Refer to Appendix E – Holiday Scheduling, for information related to the scheduling of Holidays.*

ARTICLE 10 PAID TIME OFF (PTO)

- A. PTO accruals begin on the first day of employment and continue to accrue on the basis of assigned hours and length of service. PTO may be used as accrued but may not be used in advance (i.e. prior to accrual).
- B. With the exception of emergencies or illnesses, PTO must be requested by the employee in advance, and agreed to in advance by the Department Head or Supervisor.
- C. PTO must be used for all time off except educational leave, bereavement leave, and jury duty. PTO may be used for Military Leave or Industrial LOA in accordance with State and Federal laws. Additional leave without pay will be considered only when all PTO accruals have been exhausted.
- D. Full-time regular employees will accrue PTO according to the following schedule. Part-time regular employees will accrue PTO on a pro-rated basis based on their regular status. PTO hours do not accrue when an employee is on any type of unpaid leave of absence.

Length of Service	Accrual per Bi-Weekly Pay Period	Total PTO Days Earned/Year
Less than One Year	8.31	27
One Year and Less than Four years	9.85	32
Four years and Less than Nine years	11.39	37
Nine Years or more	12.93	42

E. PTO Maximum

1. A full-time employee shall not accrue PTO in excess of the maximum of one-and-one half (1 ½) 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.
2. Twice a year, during the first pay period in April and October, technologists may elect to convert into cash up to half (1/2) the PTO an employee accrues annually. This is subject to any necessary deductions taken as provided by Hospital policy, which shall be consistently applied to the technologists and other employee groups at the Hospital.
3. Upon termination of employment with the Hospital or upon changing to non-regular status, all unused PTO hours will be paid off at the employee's then current hourly rate of pay.
4. PTO hours may not be used to extend employment with the Hospital beyond the last day actually worked except for integration with disability leave of absences.

**Refer to Appendix D – Paid Time Off Scheduling, for information related to requested annual PTO blocks and ad hoc PTO requests.*

ARTICLE 11 VACANT POSITIONS

- A. Permanent vacancies will be posted for seven (7) calendar days in the department. After the seven (7) days, the vacancy will be posted within the Alameda Health System and/or public.
- B. In order to be considered for assignment to a posted position while on an approved leave of absence, Technologists on an approved leave of absence must submit, at the beginning of the leave, a written request for consideration to the Director of Diagnostic Imaging, together with a self-addressed envelope. The Director shall forward a copy of the posting to the indicated address. Technologist must notify the Director of their request for assignment to the posted position via telephone within ten (10) days of receipt of the notice. If selected for the assignment, the Technologist must be able to commence active duty in the posted position within thirty (30) days of the date of assignment.

ARTICLE 12 DAILY CANCELLATION

- A. **Definition**

A cancellation is one for which the need to reduce staff occurs suddenly, and shall not affect a technologist 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. Offering volunteers or impacted technologists the ability to use of PTO, or unpaid leave.
 - 2. Assign alternative work where it exists and the employee is qualified; and/or

3. Cancel registry, SANs, Short Hour technologists, and travelers in the impacted shift and unit, in that order. SANs and Short Hour technologist shall be canceled in order of inverse seniority.
- C. If, after seeking and implementing the alternatives above, the Hospital determines that the need to cancel regular status technologists 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. A technologist who is scheduled to work and who reports as scheduled, but is not needed will be given four hours of work, or four hours of pay at the technologist's straight-time rate, including any applicable shift differential, in lieu thereof if sent home early.

ARTICLE 13 REDUCTION IN FORCE

A. General

1. If, in the judgment of the Hospital, a temporary layoff, an indefinite layoff, or a reduction in time is necessary, staffing levels will be reduced in accordance with this Article. The Hospital shall determine the unit of layoff and/or reduction in time, and which positions are to be subject to layoff or reduction in time. When the Hospital determines that there is to be a layoff or reduction in time 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 technologist.

B. Definitions

1. A temporary layoff is one for which the Hospital specified an affected

technologist'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 technologist 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, Short Hour technologists in the impacted classification(s), in that order. SAN and Short Hour technologists will be called off in the inverse order of their "seniority like" rights.
 - b. Temporarily reassign the affected regular technologist (s) to an alternative assignment as determined by the Hospital, where available, and the employee is qualified; and/or
 - c. Offering affected technologist the opportunity ~~to use accrued PTO~~ to volunteer for the temporary layoff. The technologists may choose to use accrued paid time off during this time. Volunteers will be approved in order of seniority as needed.
3. If, after seeking and implementing the alternatives above, the Hospital determines that the need to temporary layoff of technologists continues to exist, the temporary layoff shall be implemented within the impacted classification(s) on a rotated basis, beginning with the least senior impacted technologist. **Affected technologists may choose to use accrued PTO.**
4. **Notice**

When the Hospital identifies particular technologists to be affected by a temporary layoff, it shall give the individual technologist 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 technologist(s).
- b. If less than seven (7) calendar days' notice is granted, the affected technologist(s) shall receive straight time pay, plus applicable shift differentials in lieu of notice for each additional day the technologist would have been on pay status had the technologist been given seven (7) calendar days' notice. Pay in lieu of notice is provided for reductions in FTE only up to the technologist's pre-layoff FTE.
- c. The technologist 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 technologist as much advance notice as is practicable. The technologist shall make every reasonable effort 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~~ below.
2. In the event of an indefinite layoff to ease its impact, the Hospital shall attempt to:
 - a. Call off registry, travelers, SANs, and short hours, in the impacted unit, in that order, SAN and Short Hour technologist will be called off in the inverse order of their "seniority like" rights; and
 - b. Assign regular technologists alternative work as determined by the Hospital, where it exists and the technologist is qualified.

- c. Offer affected technologists an active vacant position within the bargaining unit, provided the technologist is qualified for the vacant position.

3. Selection for Layoff

- a. The order of indefinite layoff of technologists in the same classification shall be in inverse order of seniority.
- b. The Hospital may retain technologists irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other technologists in the same classification and which are necessary to perform the ongoing functions of the affected area for which a technologist cannot be trained to possess within the thirty (30) day layoff notice period. This thirty (30) day period may be extended by mutual agreement ~~between the department and the Union.~~

E. Notice

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

1. The Hospital shall give, if feasible, 30 (thirty) days' notice.
2. If less than thirty (30) calendar days' notice is granted, the affected technologist(s) shall receive straight time pay, including any regularly received differentials, in lieu of notice for each additional day the technologist would have been on pay status had the technologist been given thirty (30) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in FTE only up to the technologist's pre-layoff FTE.
3. 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.

F. Severance

1. A regular status technologist who has received notice of indefinite layoff shall be offered severance pay according the following formula immediately below, from the most recent break in service, if any, and prorated by FTE. Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced:
 - Six (6) months to less than five full years of service = two (2) weeks pay
 - Five (5) years to less than 10 (ten) full years of service = three (3) weeks pay
 - Ten (10) years to less than 15 (fifteen) full years of service = four (4) weeks pay
 - Fifteen (15) years of service or more = six (6) weeks pay
2. Technologists are ineligible for rehire during the severance period.

ARTICLE 14 LEAVES OF ABSENCE

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.

An authorized leave of absence for any purpose shall not affect seniority.

Applications for leaves of absence shall not be unreasonably denied.

ARTICLE 15 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, 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.

ARTICLE 16 JURY DUTY

A regular technologist who is required to serve on jury duty or is subpoenaed to appear as a witness in a State or Federal Court proceeding in which the technologist is not a party, will receive the difference between jury pay or witness fees received and pay for the regular hours the technologist would have worked but for the jury duty. As a condition of payment by the Hospital, the technologist must notify the Hospital as soon reasonably possible after receiving notice to report and must produce a receipt from the Court that they have been called or served. Technologists will be excused from regularly scheduled hours of work and jury duty pay will be applicable as follows:

- A. **Day Shift** – A technologist scheduled for day shift shall return to work if jury duty on that day is less than three (3) hours. If jury duty exceeds three (3) hours, the technologist shall be excused from the entire shift.
- B. **P.M. Shift** – A technologist scheduled for the PM shift serving less than three (3) hours on jury duty that day will qualify for jury duty pay by working the shift that day less the time spent on jury duty. If the jury duty exceeds three (3) hours that day, the technologist will be excused from the entire shift.

- C. **Night Shift**— A technologist called for jury duty the same day in which the technologist is scheduled to conclude working a night shift shall be excused for the entire shift. If the jury duty on that day is for three (3) hours or more, the technologist shall also be excused for the entire shift commencing that same night. If the jury on that day is for less than three (3) hours, the technologist shall work the entire shift commencing that night. If a night shift technologist on telephone standby calls the Court in the evening as instructed and is further instructed to call the next morning for possible jury service that day, they will not be required to report to work the intervening night shift.

ARTICLE 17 SHORT TERM DISABILITY

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 Article 8 - **Compensation**, 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 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 20 - **Health Program**, herein.

G. SDI requirements and benefits are governed by and subject to State law.

H. Technologists seeking to utilize the SDI benefit may contact **the** Human Resources Service Center for filing instructions or through **Human Resources** AHS intranet website. <http://ahs-connects/departments/human-resources/leave-management/>.

ARTICLE 18 LONG TERM DISABILITY INSURANCE

A basic long-term disability insurance policy will be made available to regular status

full-time and part-time Technologists at no cost to the employee for the employee only. Additional coverage can be purchased by the employee 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.

ARTICLE 19 EDUCATIONAL LEAVE

A. General Conditions

Technologists are encouraged to pursue professional development and education in relation to their career in health care.

B. Educational Leave Time

1. Each fiscal year (July 1 through June 30), regular full-time technologists shall receive forty-eight (48) hours to be used for paid educational leave. Such hours will be prorated for regular part-time technologists. Such hours may not be accumulated from year to year.
2. Technologists shall be paid on their base straight time pay when on educational paid leave.
3. **Use of Educational Leave Time** – A regular full-time or regular part-time technologist 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.
4. 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 technologist's request.

- b. When a technologist requests educational leave on their scheduled day off, in accordance with section B of this Article, such requests shall be granted. Educational leave time taken during a technologist's day off shall not be considered time worked for the purpose of overtime accrual or pay.
5. When a technologist has been released from their scheduled shift to attend a course that is less than their normal shift, the technologist will receive Educational Leave hours equal to the hours in the course. In each instance, the technologist may use accumulated PTO to cover the difference between the hours of Educational Leave hours used and the hours in their regular shift.
6. Educational Leave hours may be utilized for appropriate home/Internet courses. One (1) CEU will equal one (1) hour of the technologist's base straight time pay.
7. In order to receive paid educational leave hours, the technologist must provide of proof of successful completion of courses.

C. **Reimbursements**

Regular status technologists shall be reimbursed for professional expenditures up to four hundred fifty dollars (\$450) per fiscal year effective the first fiscal year (July 1 through June 30) following ratification of this Memorandum of Understanding. This amount shall be prorated for regular part-time technologists

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, and professional conferences, and Basic Life Support 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.

ARTICLE 20 HEALTH PROGRAM

A. Health Plans

1. AHS shall contribute toward the monthly provider's charge for a comprehensive group health plan for eligible regular full-time and regular part time technologists, 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 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.

2. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
3. Those employees who are on the payroll as .50 FTE and higher but have not worked enough hours during the year period to have an average FTE .50 or higher will not be benefit eligible. FMLA, Workers Compensation Disability leave, and other paid leaves will be included in the calculation of hours worked.
4. SAN and Short Hour employees will be eligible to participate in AHS group health plans if they work on average 30 hours or more per week during the annual benefit look back period or as ACA requires.
5. **Duplicative Coverage.** This applies to married AHS employees and employees in domestic partnerships if both employees are 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.

6. Share the savings will be a flat \$250 per month for opting out of the health 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.
7. **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 under 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.
8. Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.
9. 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. **Effect of Authorized Leave Without Pay.** Employees who are granted a leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work on paid status of at least forty (40) hours per pay period shall retain dental plan eligibility as further provided.
5. **Regular 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 will be based on guidelines established by AHS.
6. **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. Healthcare Cost Containment Labor Management Committee

Local 6 will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee (HBCCC) will meet monthly and will include no more than two Local 6 representatives. Other bargaining units are invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

D. 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 duplicated, 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.

E. 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.) ~~PER~~ ~~DIEM 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.

ARTICLE 21 LIFE INSURANCE

All regular status full-time and part-time Technologists working at least twenty (20) hours per week are eligible for basic group life insurance coverage of twenty-five thousand dollars (\$25,000) will be provided to each employee who meets the enrollment requirements. The Hospital shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. This coverage reduces by thirty-five percent (35%) at age sixty-five (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.

ARTICLE 22 STEELWORKERS PENSION TRUST

A. BENEFIT PLAN

The parties to this Agreement desire that the benefits granted by the Trustees of the STEELWORKERS PENSION TRUST, hereinafter "TRUST", be provided to those Covered Employees employed within International Longshore and Warehouse Union Local 6 Bargaining Unit, hereinafter the "Union," as defined herein.

B. CONTRIBUTION RATE

1. The month for which the contribution is due is referred to as the "Benefit Month" and the month immediately preceding the Benefit Month as the "Wage Month".
2. The EMPLOYER shall contribute to the TRUST, each and every Benefit Month, a sum of money equal to ten percent (10.0%) of the total gross earnings accrued during the Wage Month by all Covered Employees.

C. COVERED EMPLOYEES

Covered Employees are all **regular full-time and regular part-time** employees employed within the UNION's Bargaining Unit who were actively employed by the EMPLOYER for any length of time during the Wage Month. The

EMPLOYER is required to make a contribution on a Covered Employee whose employment is terminated during the Wage Month.

D. PAYMENT OF CONTRIBUTIONS

Contributions are due from the EMPLOYER on the tenth (10) day of the Benefit Month, and each and every month thereafter so long as this Agreement is in force.

E. COVERAGE - NEWLY HIRED EMPLOYEES

Newly hired employees whether or not previously covered by the TRUST are not considered Covered Employees until the first day of the first calendar month immediately following the expiration of one (1) calendar year from the commencement of employment. Such calendar month is the new employee's first Benefit Month. The immediately preceding calendar month is the employee's first Wage Month. Contributions on behalf of such employees will commence with the first biweekly payday falling in the thirteenth (13th) month of employment.

F. REQUIREMENT

Alameda Health System, hereinafter the EMPLOYER, shall transmit to the TRUST with each contribution a Contribution Report on the form furnished by the TRUST on which the EMPLOYER shall report the Social Security numbers, names, status, birth date, hire date, termination date as applicable, rate level, as well as the total gross earnings for each Covered Employee during the Wage Month. The EMPLOYER further agrees to supply to the TRUST such further information as may from time to time be requested by it in connection with the benefits provided by said TRUST to said Employees, and to permit audits of its books and records by the TRUST for the sole purpose of determining compliance with the terms and conditions of this Agreement.

G. BENEFIT ACCRUAL RATE

The benefit Accrual rate that applies to these Employees is that the monthly pension benefit of an Employee at age 65 years shall be an amount equal to **eighteen and twenty-five hundredths percent (18.25%)** ~~a rate to be determined by~~

~~the Trust~~ of total contributions paid to the Trust on the service of such Employee divided by twelve (12) in accordance with the provisions of the Declaration of Trust of the Steelworkers Pension Trust.

It is understood by all concerned that the foregoing Benefit Accrual Rates may be modified by the Trustees at any time upon proper notice as required by law.

In consideration of the EMPLOYER's aforesaid contributions to the TRUST as herein above provided and for so long as the EMPLOYER's participation in the TRUST is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the TRUST of the EMPLOYER's first said contribution and continuing for such part of the duration of the Agreement as the EMPLOYER fully complies by this Agreement the pension benefits for which such Employees are eligible under the Declaration of Trust, as amended from time to time, which is by this reference incorporated herein and made a part hereof.

H. **TERMINATION**

This Incorporation Agreement will terminate at the same time the Collective Bargaining Agreement between the parties terminates, which is ~~the December 31,~~ **2024**

ARTICLE 23 DISCIPLINE AND DISMISSAL

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 24 - 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 Article 24 - Grievance and Arbitration, 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. This may, at the sole discretion of the Hospital, include using a Performance Improvement Plan (PIP). Refer to Appendix C for a description of a PIP. Technologists 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 10th (tenth) business day following issuance of the notice

of intent, the action may be implemented on the 11th (eleventh) business day following the issuance of the notice of intent.

H. **Personnel Files.**

1. **Review of Personnel (H.R.) Files.** A technologist, 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 a technologist's personnel (H.R.) file without their prior notice. Discipline will 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.

ARTICLE 24 GRIEVANCE PROCEDURE AND ARBITRATION

A. **General Conditions**

1. A grievance is a written complaint by an individual technologist, a group of technologists, 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 technologist 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 start at Step 2. Grievances filed directly by the Union will be signed by the designated Business Agent or an executive officer of the Union. Grievances filed by the Union are subject to the requirements as described in **sections §C.1 - C.3** of this Article.
7. In the case of discharge, no grievance shall be processed under this Section unless it is first filed within ten (10) calendar days of the discharge. Grievances for discharge will go directly to Step 2.
8. Deadlines in this Section may be extended by mutual agreement **of the parties**.

B. Informal Review.

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

C. Step 1 Grievance

If any Technologist or group of technologists 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 heard under this Article unless it has been filed

within thirty (30) calendar days of the date when the technologist 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.

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. This may include action(s) taken due to Hospital policy.
 - 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 by one of the following means:
 - a. Email to Grievance@alamedahealthsystem.org.

- i. Email submissions must include attachments of all documents, information and signatures necessary to be in compliance with this **sections §C2-3** 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 postmark will be considered the date filed. Mail to:

Alameda Health System
ATT: Labor Relations - Grievance
7677 Oakport Street, 12th Floor,
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. The filing of a Step 2 grievance shall follow the guidelines of Section §C of this Article.
3. 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.
4. 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.
5. The Hospital's written response will be issued to the grievant(s) and the representative, if any, within ten (10) calendar days of the appeal to Step 2. 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. Appeals to arbitration must be signed by an executive officer of the Union or their designee.

1. An appeal to arbitration must be filed within ten (10) calendar days of the written notice of the Step 2 response or having received no written response in that time limit.
2. Appeals to arbitration will be filed with the Labor Relations department according to the procedure delineated in ~~Section~~ §C of this Article.

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. The Hospital and the Union shall alternatively strike 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. Either party may request in writing that a filed arbitration be expedited.
- b. 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.

- c. The hearing will be scheduled as soon as practicable.
- d. No transcripts of the proceedings will be made unless the arbitrator so requires.
- e. 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.
- b. The matter of whether or not a claim is arbitrable shall be determined by the arbitrator. The award shall be based upon the Joint Submission Agreement of the parties, or in respect to the specific interpretation and application of the Agreement.
- c. The arbitrator shall have the authority to subpoena documents and require the attendance of witnesses upon the reasonable request of either party, but not upon their own motion.
- d. The expense of service and appearance fees, if any shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of the witnesses it subpoenaed.

7. Final and Binding Decision

The award of the arbitrator shall be final and binding upon all parties.

8. Expenses of Arbitrator

- a. The Hospital and Union shall each pay one-half (1/2) of the fee of the arbitrator and other expenses of the arbitral proceeding including the stenographer and, if necessary, room rental for the arbitration, but not including compensation or cost of representation, advocacy, or witness for either party.
- b. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation or postponement **fee**. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation or postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

ARTICLE 25 UNION ACCESS

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 for discussion. If such meetings require entering a non-public area of the Radiology Department, 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 technologist 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

The union 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.

ARTICLE 26 SHOP STEWARD

A. Designated Shop Steward.

1. The Hospital shall recognize one (1) Technologist as Chief Shop Steward at the Hospital, and one (1) Technologist as Assistant Shop Steward to act in the absence of the Chief Shop Steward.
2. The Hospital shall be notified in writing of such appointments.

B. Shop Steward Functions:

1. The function of the Shop Stewards shall be to handle grievances and to ascertain that the terms and conditions of the Agreement 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 a Shop Steward is the Grievant.
2. 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.

C. Shop Steward Release Time.

1. The total cumulative and combined use of paid release time for Shop Steward Activity shall not exceed fourteen (14) hours per calendar month.
2. Use of this time includes: Grievance meetings, Weingarten meetings, and

orientation sessions.

3. Requests for release time will be made to the Shop Steward's supervisor. Such approval shall be based on operational needs and shall not be unreasonably denied.

ARTICLE 27 LAUNDRY

In the event The Hospital required uniforms, it will furnish and launder the uniforms for Technologists.

ARTICLE 28 RELEASE TIME FOR SUCCESSOR BARGAINING

- A. The Union shall designate no more than two (2) active status technologist as bargaining team members for successor bargaining. The Union shall inform the Hospital of the names of the bargaining team members 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 members' 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 technologist would have been entitled had the technologist worked instead of attending bargaining. Paid release time shall not exceed the technologists 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.

ARTICLE 29 NO STRIKE OR LOCKOUT

There shall be no strike, including sympathy strikes, slowdown, or other stoppage of work by Union employees and no lockout by the Hospital during the life of this Agreement. The Union, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article. A Technologist's First Amendment rights are separate and distinct from the terms of this section.

ARTICLE 30 ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the current obligations of, or restrictions imposed upon, the respective parties during its term.

ARTICLE 31 SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 32 TERM OF AGREEMENT

This Agreement shall remain in full force and effect commencing on January 1, 2019 through and including December 31, 2024 and shall be subject to reopening with written notice ninety (90) days prior to December 31, 2024 of desire to modify, change or terminate this Agreement. Failure to provide such notice shall constitute renewal for

one year.

DRAFT

APPENDIX A – WAGE SCALES

TO BE ADDED

DRAFT

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.

APPENDIX C PERFORMANCE IMPROVEMENT PLAN

1. **Coaching.** Coaching is not considered to be discipline, nor is it subject to the grievance process. This 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 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.
2. **Performance Improvement Plan (PIP).** The supervisor may schedule a more serious discussion to let the employee know that immediate change is needed. There is no official record of the PIP in the personnel file, but employees will be furnished any documentation of the PIP. PIPs may involve further training, orientation or mentoring and can have timelines for completion of tasks. PIPs will require documentation, but again will not be placed in the employee's personnel file.
3. An employee on a PIP is not exempt from the disciplinary process.

APPENDIX D
PAID TIME OFF SCHEDULING

A. General Conditions

1. All annual paid time off (PTO) requests are for the twelve (12) month period of March 1st through the last day of February.
2. Deadlines that fall on a non-regular business day are automatically extended to the next regular business day.

B. Paid Time Off (PTO) Requests

1. Annual PTO Requests

- a. Regular full-time and regular part-time technologists shall submit their annual PTO requests according to the instructions from their Department Head or their designee in accordance with the Agreement. PTO requests may be made starting November 1st, but must be submitted by December 31st at 11:59 PM.
- b. Requests submitted may include up to the number of hours a technologist accrues annually. These requests shall be for consecutive days and will be ranked in order of preference; first through sixth.
- c. Requests will be approved or denied in their entirety in order of seniority, based on operational need. Technologists must have the requisite number of PTO hours in their bank at the time of the approved segment to be permitted to take the time off. PTO will be approved in rounds, in each round requests from each technologists shall be evaluated according to the following process:
 - i. Technologists will be assigned their first choice if available, if that is not available they will be assigned their second choice, this process shall be repeated as need through the technologists sixth choice.

- ii. If none of their choices are available, the technologist will be contacted by the Hospital to endeavor to identify an available block of time. This does not guarantee a technologist will be approved for a block of time during this annual PTO request process. Technologists shall only be contacted in this method once during the annual PTO approval process.
 - d. Annual PTO approvals will be posted by February 1st.
 - 2. PTO requests submitted on, or after December 31st shall be approved on a first-come-first served basis according to departmental needs and availability.
 - a. The Hospital will respond to such requests within fourteen (14) calendar days of receiving a written request.
 - b. Requests for PTO submitted after December 31st for days after March 1st will not be responded to prior to February 1st.
- C. A calendar of annual PTO approvals will be posted in the department. Upon request to the Department Head or their designee, technologists may review the department's master calendar of approved time off.

APPENDIX E HOLIDAY SCHEDULING

A. General Conditions

1. All annual requests to work holidays are for the twelve (12) month period of March 1st through the last day of February.
2. Deadlines that fall on a non-regular business day are automatically extended to the next regular business day.

B. Holiday Scheduling

1. Holidays are listed in Article 14 – Holidays of this Agreement.
2. Short Hour and SAN technologists shall provide their required holiday availability as defined in Article 6 – Employment Categories of this Agreement. Short Hour and SAN technologists may submit their availability in writing to the Department Head or their designee starting on November 1st but must be submitted by December 31st at 11:59PM.

Short Hour and SAN technologists may request to work additional holidays by submitting their requests according to the same process as regular full-time and part-time employees as defined in §B.3 below. Only Short Hour and SAN status technologists may select their preferred shifts for Holidays they are requesting to work (AM, PM, or Night).

3. Regular full-time and regular part-time technologists may submit their requests to work a holiday according to the instruction of their Department Director, or their designee.
 - a. Requests to work a holiday may be submitted starting on November 1st and must be submitted by December 31st at 11:59PM.
 - b. Holiday assignments will be posted in the department by February 1st.
4. Requests to work a holiday will generally be approved in order of seniority, subject to operational need, and may not result in scheduled overtime. Assignments shall be made according to the following order of

preference:

- a. Regular full-time and regular part-time technologists; then
 - b. Short hour technologists; then
 - c. SAN technologists.
5. The department may assign unfilled holiday shifts to regular status full-time and part-time employees on a rotating basis in order of least to most senior, based on operational need. These assignments may not result in scheduled overtime.
 6. Employees who do not wish to work the holiday should submit a request for paid time off subject to approval as described in Appendix 'D' - Paid Time Off Scheduling.

SIDE LETTER # 1. Implementation of January 1, 2019 – December 31, 2024 MOU

SIDE LETTER OF AGREEMENT
Between
Alameda Health System (AHS)
And
ILWU Local 6 at San Leandro Hospital

Implementation of January 1, 2019 – December 31, 2024 MOU

April 29, 2021

The modifications in this MOU (January 1, 2019 – December 31, 2024) shall be effective no later than sixty (60) days from the date of Union ratification unless otherwise specified.

For ILWU Local 6

Maha [Signature]
4-29-21

For AHS

Andrew DACKO 4/29/21

