

SIDE LETTER AGREEMENT  
BETWEEN THE COUNTY OF CONTRA COSTA  
AND TEAMSTERS LOCAL 856

This Side Letter is by and between the County of Contra Costa ("County") and Teamsters Local 856 ("Local 856") and is effective following approval by the Board of Supervisors.

This Side Letter arises out of negotiations regarding diagnostic imaging. As a result, the County and Local 856 agree as follows:

1. Effective the day following Board approval of this Side Letter, the title of the classification of Junior Radiologic Technologist (V8WC) will change to Diagnostic Imaging Technologist I (V8WC).
2. Effective the day following Board approval of this Side Letter, the County will establish the classification of Diagnostic Imaging Technologist II (V8VB) at a monthly five-step salary range of \$7,323.44-\$8,901.68.
3. Effective the day following Board approval of this Side Letter, the County will establish the classification of Diagnostic Imaging Technologist III-A (CT/MRI) at a monthly five-step salary range of \$8,055.78-\$9,791.85. This flexibly staffed classification at a minimum will require certifications of both CRT and ARRT necessary to perform MRI or CT scans.
4. Effective the day following Board approval of this Side Letter, the County will establish the classification of Diagnostic Imaging Technologist III- B (Mammo/IR) at a monthly five-step salary range of \$8,055.78-\$9,791.85. This flexibly staffed classification at a minimum will require certifications of both CRT and ARRT necessary to perform Mammography or Interventional Radiography.
5. Effective the day following Board approval of this Side Letter, employees in the classifications of Senior Radiologic Technologist and Ultrasound Technologist II are required to be On-Call up to a maximum of 120 hours per month. This requirement expires upon the effective date of the reclassifications to Diagnostic Imaging Technologist III-A and III-B set forth in paragraph 8, below, and is replaced with the requirement set forth in paragraph 10, below.
6. Effective October 1, 2017, the salary range of the classification of Ultrasound Technologist II (V8TB) will increase by twenty percent (20%) to a new salary range of \$8,899.68 - \$10,817.63.
7. Employees in the Junior Radiologic Technologist (V8WC) classification who meet the qualifications for the new classifications of Diagnostic Imaging Technologist II, III-A or III-B, will be reclassified to the higher classification for which they qualify effective October 1, 2017. Employees who are reclassified will be placed at the salary step closest to, but not less than, their salary step on the Junior Radiologic Technologist salary range.
8. Employees in the Senior Radiologic Technologist (V8VA) classification who meet the qualifications for the new classifications of Diagnostic Imaging Technologist II, III-A or

III-B will be reclassified to the higher classification for which they qualify effective October 1, 2017. Employees who are reclassified will be placed at the salary step closest to, but not less than, their salary step on the Senior Radiologic Technologist salary range. For those employees who meet the qualifications for Diagnostic Imaging Technologist II, Diagnostic Imaging Technologist III-A or Diagnostic Imaging Technologist III-B after October 1, 2017, management reserves the right to flex up as needed.

9. Employees in the classification of Senior Radiologic Technologist, who do not meet the qualifications for the new classifications of Diagnostic Imaging Technologist II, III-A or III-B, will remain in the Senior Radiologic Technologist classification with a y-rated salary. The employees are eligible to receive the previously negotiated 3% wage increase on July 1, 2018.

Upon meeting the minimum qualifications of the Diagnostic Imaging Technologist II, III-A, or III-B classification, the employee will present a copy of the required certifications to Diagnostic Imaging management. Upon verification by management, the reclassification will become effective the first of the month following presentation of the certificates.

The Senior Radiologic Technologist classification will be phased out through attrition as employees promote, accept another position, retire, resign, or are terminated.

10. Effective October 1, 2017, Section 54.3.H – Diagnostic Imaging & Ultrasound Technologists – of the Memorandum of Understanding (“MOU”) (July 1, 2016 – June 30, 2019) will be replaced with the following new Section 54.3.H:

H. Diagnostic Imaging & Ultrasound Technologists.

1. On-Call Duty and Call Back Time.

- a. On-Call Duty. Permanent full-time, permanent part-time, permanent-intermittent, and temporary employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II (V8TB) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:
  - i. An employee is not scheduled to work on County premises, but is required to report to work immediately if called.
  - ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

- iii. The Department Head designates and approves the employees who will be assigned to On-Call Duty.
  - b. Call Back Time. Permanent full-time, permanent part-time, permanent-intermittent, and temporary employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II assigned to On-Call Duty are eligible to receive Call Back Time Pay as set forth in Section 8 of this MOU.
- 2. A five percent (5%) differential will be paid to any qualified Senior Radiologic Technologist when scheduled to perform mammograms or CT scans on the day shift, Monday through Friday, or when completing the necessary paperwork. When performing CT scans or mammograms at other times, the Senior Radiologic Technologist will be paid the five percent (5%) differential for actual time spent performing the procedure and completing the necessary paperwork.
  - 3. When performing an angiogram Monday through Friday, other than during the day shift, the Diagnostic Imaging Technologist classification series will be compensated at a flat rate of \$500 per procedure.
  - 4. Each permanent full-time employee in the classes of Senior Radiologic Technologist, Ultrasound Technologist I & II and Diagnostic Imaging Technologist I, II, III-A, and III-B will be granted twelve (12) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next up to a maximum of twenty-four (24) hours without restriction.
  - 5. All employees in the classifications of Diagnostic Imaging Technologist III-A and Ultrasound Technologist II are required to be On-Call up to a maximum of 120 hours per month.
  - 6. Employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II will receive a lead differential of five percent (5%) of the employee's base hourly rate of pay while performing lead duties specifically assigned to them by management. Management retains the right to assign lead pay per the agreed upon duties as outlined in the job specification.
- 11. A. Any references to the Junior and Senior Radiologic Technologist classifications throughout the MOU and its Attachments are deemed to refer to the new classification titles described in this Side Letter, except as otherwise described herein.

B. Effective October 1, 2017, the Attachments will change as follows: In Attachment D of the MOU, the references to Ultrasound Technologist I and II are deleted from the Special Procedure Pay-Angiogram (D51) and replaced with Diagnostic Imaging Technologist III-A and III-B. Also, in Attachment D, the Special Procedure Pay-Mammogram & CT Scan (D52) the reference to Junior Radiologic Technologist is deleted. In Attachments E and F of the MOU, the references to Junior and Senior Radiologic Technologist and Ultrasound Technologist I are deleted from On-Call Pay (N15) and Call Back Pay (N35) and replaced with Diagnostic Imaging Technologist III-A and III-B.

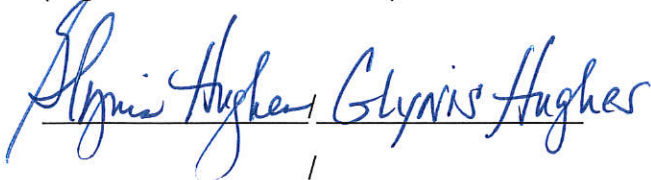
The Parties agree and understand that the County makes no representations as to whether the changes made to On-Call Pay pursuant to this Agreement will result in the On-Call Pay being retirement compensable by the Contra Costa County Employees' Retirement Association (CCCERA). CCCERA has the sole discretion to determine retirement compensability of On-Call Pay. If CCCERA determines that On-Call Pay is not retirement compensable, the terms of this Side Letter shall remain in effect.

This Side Letter will remain in effect for the term of the current MOU between the County and Local 856 (July 1, 2016 – June 30, 2019). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between Contra Costa County and Local 856 remain unchanged by this Side Letter.

Date: September 18, 2017

Contra Costa County:

(Signature/Printed Name)

 Glynnis Hughes

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Teamsters Local 856:

(Signature/Printed Name)

 Rudy Gonzalez

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