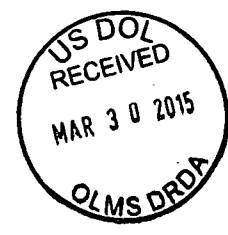


K# 9396

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AGREEMENT

BETWEEN

VALLEY IMAGING PROFESSIONALS

AND

GOOD SAMARITAN REGIONAL MEDICAL
CENTER

EFFECTIVE APRIL 1, 2014 to MARCH 31, 2017

WJ/ML

~~SECRET~~

This agreement entered into the 1st day of April, 2014, between the Valley Imaging Professionals, hereinafter referred to as the "Association", and Good Samaritan Regional Medical Center of Corvallis, Oregon, its successors or assigns, hereinafter referred to as the "Hospital".

WITNESSETH:

The parties do hereby mutually agree as follows:

ARTICLE 1

RECOGNITION

- A. The Hospital recognizes the Association as the exclusive bargaining representative for all technologists credentialed through the American Registry of Radiologic Technologists (A.R.R.T.), Nuclear Medicine Technologists Certification Board (N.M.T.C.B.), American Registry of Diagnostic Medical Sonographers (A.R.D.M.S.) (Abdomen, Ob-Gyn minimum), Cardiovascular Credentialing International – Registered Cardiovascular Invasive Specialist (CCI – RCIS), or equivalent national certifying body, as well as all registry eligible and OBMI temporary licensed technologists performing duties associated with Radiology Services for the purpose of negotiating rates of pay and other terms and conditions of employment at Good Samaritan Regional Medical Center. This excludes the Director of Imaging Services, Imaging Services Manager, Assistant Department Manager and any outside contract personnel doing work within Radiology Services.
- B. Because a Registered Technologist has a high degree of professional responsibility to the patient and to the Hospital, he/she is encouraged to participate in the efforts of the Hospital and the Profession to define and upgrade standards of practice and education through participation in educational programs of the Hospital and through participation in professional organizations within the specialty fields. Such membership shall in no manner be construed as a condition of employment or continued employment.

ARTICLE 2

ASSOCIATION MATTERS

- A. Duly authorized representatives of the Association shall be permitted, at all reasonable times, to enter the facility operated by the Hospital for the purpose of transacting Association business and observing conditions in which Technologists are employed; provided, however, that the Association's representative shall, upon arrival at the Hospital, notify the Administrator or his/her designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees and shall not interfere with the work of employees.
- New* { B. The Medical center will deduct Association membership dues or amounts paid to the Association from the salary of each VIP member who voluntarily agrees to such deduction by submitting to the Medical Center an appropriate written authorization for such deduction. Deductions shall be made each pay period and be remitted to the Association.

ARTICLE 3

HOSPITAL RIGHTS

The Hospital retains the right to hire, lay-off, demote, promote, transfer, discharge for cause, maintain discipline, require observance of Hospital rules and regulations, and maintain efficiency of employees. The Hospital has the exclusive duty and right to manage the business, direct employees, determine locations of activities and methods, processes, means of providing all required services, and the schedule of work for all employees. The Hospital retains the right to bring in technologists from other facilities within Samaritan Health Services to help fill shortages in coverage on a temporary basis. The Hospital, therefore, retains all rights not otherwise specifically limited by a specific provision of the Agreement.

AS
AK

ARTICLE 4

NONDISCRIMINATION

- A. There shall be no discrimination by the Hospital against any Technologist on account of membership in or activity on behalf of the Association, provided that such activity does not interfere with the Technologist's regular duties.
- B. There shall be no discrimination by the Association against any Technologist in relation to such membership or activity.

ARTICLE 5

RATES OF PAY

- A. The following are the standard rates of pay (excluding differentials) for Staff Radiologic Technologists, Computerized Tomography Technologists, Nuclear Medicine Technologists, Ultrasound Technologists, Magnetic Resonance Imaging Technologists, Angiography/RCIS Technologists, Mammography Technologists, and registry eligible Temporary Licensed Technologists* employed under the terms of this agreement. All members of the Association covered by this Agreement will continue to participate in the Hospital's merit program. *new* The employer agrees that it will not restrict its managers from approving merit pay up to and including 3% as otherwise governed by employer policy.

Table 1. Negotiated wage increase for Valley Imaging Professionals, effective April 1, 2014.

Modality	Low Wage	High Wage	Wage Range
Angiography/RCIS	\$30.98	\$43.99	42%
Computerized Tomography	\$30.96	\$43.96	42%
Magnetic Resonance Imaging	\$32.21	\$45.73	42%
Mammography	\$27.78	\$39.45	42%
Nuclear Medicine	\$32.53	\$46.20	42%
Staff Radiologic Technologist	\$25.72	\$36.53	42%
Ultrasound	\$34.31	\$48.72	42%

new wages

LSJ
AK

Table 2. Negotiated wage increase for Valley Imaging Professionals, effective April 1, 2015.

Modality	Low Wage	High Wage	Wage Range
Angiography/RCIS	\$31.60	\$44.87	42%
Computerized Tomography	\$31.58	\$44.84	42%
Magnetic Resonance Imaging	\$32.85	\$46.65	42%
Mammography	\$28.34	\$40.24	42%
Nuclear Medicine	\$33.18	\$47.12	42%
Staff Radiologic Technologist	\$26.24	\$37.26	42%
Ultrasound	\$34.99	\$49.69	42%

New wages

Table 3. Negotiated wage increase for Valley Imaging Professionals, effective April 1, 2016.

Modality	Low Wage	High Wage	Wage Range
Angiography/RCIS	\$32.23	\$45.77	42%
Computerized Tomography	\$32.21	\$45.73	42%
Magnetic Resonance Imaging	\$33.51	\$47.58	42%
Mammography	\$28.91	\$41.05	42%
Nuclear Medicine	\$33.85	\$48.06	42%
Staff Radiologic Technologist	\$26.76	\$38.00	42%
Ultrasound	\$35.69	\$50.69	42%

Registry Eligible wages in all modalities will be ten percent (10%) less than the low wage for that modality.

B. Cross Trained Compensation

Technologists cross-trained and working in a second modality shall be paid at the higher rate of pay for all hours worked. The higher rate will be a minimum of a ten percent (10%) increase, but not to exceed top of scale.

C. Certification Incentive Compensation.

A technologist who voluntarily achieves and maintains a nationally recognized certification, beyond that which is required by their job description, approved by the Department Manager, shall receive an additional one dollar (\$1.00) per hour on all hours worked. Only one (1) voluntary certification per employee will be recognized. If a technologist holds more than one certification which meets the modality requirement, the second certification shall not be

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eligible for the differential. Certification incentive will begin at the start of the pay period following the receipt of certification in the Human Resources office. Renewals must also be submitted to HR or the incentive will be removed upon expiration.

new

D. Shift Premiums/Differentials

- a. Evening Differential \$1.85 per hour*
- b. Weekend Differential \$1.45 per hour
- c. Night Differential \$4.00 per hour
- d. On Call \$4.00 per hour
- e. Holiday On Call \$4.50 per hour
- f. Casual Differential \$3.90 per hour
- g. Training Differential \$1.10 per hour**
- h. Modality Coordinators \$3.00 per hour
- i. BS/BA differential (science field) \$1.00 per hour
- j. Certification Differential \$1.00 per hour

new

new

new

*Evening shift premium for all day shift Technologists shall start after ten (10) hours worked.

**Trainer

When an employee is assigned to be a routine trainer of students and begins that assignment, the preceptor-employee will receive an additional dollar and ten cents (\$1.10) per hour for all hours worked. In order to be eligible for the differential the trainer will:

1. Be approved by the manager to be a routine trainer;
2. Maintain a .5 FTE;
3. Be an employee in good standing;
4. Complete an approved initial and annual trainer education program;
5. Be evaluated annually, when applicable, on trainer performance;
6. Provide written feedback to trainees and managers on the progress of the trainee.

E. Individuals hired as Department Coordinators may be placed at any rate of pay within that modality's existing pay range.

HR

F. On Call and Call Back

1. If, after clocking out, a Technologist is called back to work during his/her on call shift, the Technologist will receive a minimum of three (3) hours at one and one half (1 ½) his/her base rate of compensation. The number of call back hours paid may not exceed the number of hours assigned on-call.
2. Actual call back hours worked will be monitored on a quarterly basis. At such time actual call backs (during any given quarter) averages or exceed three (3) hours per call for greater than fifty percent (50%) of call backs, call back minimum will increase for that modality to four (4) hours at time and one half (1 1/2) his/her base rate of pay on a prospective basis.
3. When a Technologist has a scheduled day shift contiguous with a call shift, all scheduled hours worked during the ten (10) hours following completion of the last call back will be compensated at one and one half (1 ½) his/her base rate of pay. When an on call period is scheduled to immediately follow a regularly scheduled shift, call back compensation shall not begin until the technologist has completed all work begun during the regular shift.
4. If a Technologist who has been called back to work during a scheduled on call period immediately preceding a regular shift, and who reasonably believes he/she cannot perform the job duties may request the regular shift off and such request will be granted if at all possible.
5. A Technologist who agrees or is assigned to pick up an "Orphan Shift" (a previously assigned on call shift) which became available five (5) days or less prior to the scheduled shift due to illness, injury, termination/resignation or other emergent situation shall be compensated for that on call shift at a rate of 2x the normal on call pay.
6. If the hospital creates a scheduled back-up call team for the Cardiac Cath, the union may bargain in an expedited process over the impact of such a change.

G. Unscheduled call back

If a full time or part time technologist works with less than 24 hours notice, on his/her scheduled time off, then he/she will receive 4 hours of pay at 1 ½ times his/her regular rate of pay, plus applicable shift differentials. If the technologist is required to continue



working past the first four(4) hours identified above, the technologist will receive time and one half (1 ½) his/her regular rate of pay for the remainder of hours worked.

H. There shall be no pyramiding of pay rates or overtime rates. Two or more hourly rates may not be paid for the same hour worked. No hour paid at a premium rate shall count towards the payment of overtime or premiums for future hours.

I. Casual Employees.

Casual employees are hired with no regular hours and receive no benefits. Casual employees will be scheduled to work intermittently based upon the needs of the department.

1. Casual employees shall receive overtime after working forty (40) hours in a work week, as set by Hospital policy.
2. Casual employees will be required to submit availability at least one month earlier than the schedule is posted. Casual employees should be available to work at least two (2) shifts per pay period if needed.
3. The Department Director will review the work of Casual employees. Casual employees who do not provide sufficient availability to the department may be administratively terminated.

J. Holidays

Technologists or registry eligible Technologists required to work the following holidays shall be paid time and one half (1 ½) his/her base rate of pay for all hours worked on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

K. Minimum Standards of Employment

The Association recognizes this contract to be the minimum standards of employment. This Agreement should not be considered to limit management's right to reward any Technologist's

performance over and above the prescribed conditions called for in this Agreement. No employee shall have his or her salary reduced by the signing of this Agreement.

ARTICLE 6

PROFESSIONAL DEVELOPMENT

Effective the first day of the first pay period following execution of the agreement, the Medical Center will maintain an educational fund in the amount equivalent to \$300.00 ^{new} per technologist employed at Good Samaritan Regional Medical Center as of the first day of this contract. This fund will be used for registration and expense reimbursement for job related educational programs that have been approved in advance by the Hospital. Additionally, three (3) compensated educational days will be available for each member of the bargaining unit. Additional education requests will be reviewed on an annual basis. The Department Manager will allocate the funds. The Department Manager will make a reasonable effort to arrange schedules to allow employees covered hereunder to attend educational programs.

ARTICLE 7

FRINGE BENEFITS

It is agreed that the Hospital include the bargaining unit in any Paid Time Off, Retirement, Health and Welfare, Jury Duty, and Bereavement Leave policies established by the Hospital. Eligibility determination and such benefits shall be at least equivalent to those granted to the majority of its employees. The employer will provide 30 days advance notice of an intent to change PTO accrual rates. By agreeing to this article, neither party waives their rights or obligations they may have in regard to such proposed change under the state or federal law. ^{new}

Bob
JK

ARTICLE 8

GRIEVANCE PROCEDURE

Whenever any Technologist or registry eligible Technologist who has passed his/her probationary period is dissatisfied with the interpretation and application of the provisions of this Agreement, he/she may present a grievance in accordance with the following procedure:

1. The Technologist shall present the grievance either verbally or in writing to the Imaging Services Director within seven (7) days* of the time when the Technologist should have reasonably known of the grievance, but in any event within thirty (30) days* following the occurrence of the matter being grieved. In the event of an issue concerning discharge, the grievance must be presented within seven (7) calendar days* following termination.
2. If a satisfactory agreement is not reached within seven (7) days* of presentation under the preceding paragraph, the grieving Technologist shall have seven (7) additional days* to submit the grievance in writing to the Vice President who shall endeavor to settle the complaint. At this step, the Technologist may seek assistance of the Association in presenting his/her case.
3. If a satisfactory agreement is not reached within seven (7) days* after the grievance is presented to the Vice President, the Technologist shall have seven (7) additional days* to refer the grievance to the Hospital CEO or his/her designee for consideration and determination. A meeting with the Administrator or his/her designee will be held within ten (10) days* of the receipt of the referral. The CEO or his/her designee will issue a decision within seven (7) days* of the meeting.
4. If the issue is not resolved at Step 3, then the Technologist may, within ten (10) days* of the CEO's decision, refer the grievance to arbitration. The arbitrator will be jointly selected from a list of names supplied by the Federal Mediation and Conciliation Service. The decision of the neutral party, as arbitrator, shall be binding upon the parties and each party shall pay one half (1/2) of the mediator's fee (if any). The mediator shall not have authority to add to, modify, or detract from the

provisions of the Agreement. Days will be counted as Monday through Friday, excluding weekends and holidays.

ARTICLE 9

MISCELLANEOUS

Employees who have separated from the employer in good standing who are re-hired into the same modality will be paid their same rate of pay if re-hired within six(6) months of separation.

ARTICLE 10

TERMINATION

This Agreement shall become effective April 1, 2014 and shall continue in full force and effect until April 1, 2017, and thereafter from year to year, unless notice is given in writing by either party that wishes to modify or terminate any or all of the articles herein, at least ninety (90) days prior to April 1, 2017.

excluding weekends and holidays.

ARTICLE IX

MISCELLANEOUS

1. The Hospital shall, at its expense and upon request of covered employees, make available to each employee covered hereunder; a C.B.C., Urinalysis, Chem Screen, Lipid Profile, 2-view chest x-ray, and baseline HIV screen every two (2) years.
2. Employees who have separated from the employer in good standing who are re-hired into the same modality will be paid their same rate of pay if re-hired within six(6) months of separation.

Taken out of article 9

*SE
AK*

FOR THE ASSOCIATION

By Barry Vay

By [Signature]

By Marilyn Willey

By Mark Saly

Date 4/16/14

FOR THE HOSPITAL

By Scott Swell

By [Signature]

By Christine Clark

By Donna R...

By C. Dan

Date 4/21/14

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