



# COLLECTIVE BARGAINING AGREEMENT

*between*

GOOD SAMARITAN REGIONAL MEDICAL CENTER  
TECHNICAL EMPLOYEES



SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 49

*in effect from*

APRIL 3, 2020

— *through* —

MARCH 31, 2023

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

[www.SEIU49.ORG](http://www.SEIU49.ORG)

## Technical Workers, this is YOUR union contract!

After months of difficult negotiations your elected bargaining team reached a tentative agreement with management on a new contract on 1/19/2021, and the contract was overwhelmingly ratified by union members. This contract makes real improvements for members which were the result of the action and engagement of our members. In 2023, our hope is that Technical workers will bargain together with almost 1000 other SEIU members at Samaritan, and together we will be Union Strong! Here are the highlights of what is in the contract:

### Competitive Wages

- ✓ Strong Across the Board Wage Increases for everyone! 3% retroactive to April 2020, 2.5% in April 2021 and 2.5% in April 2022.
- ✓ Additional 'selective' salary increases for about 80% of Technical workers who were making below market wages. 3% retroactive to April and 1% in April 2021 for all OR, OB and RT employees.
- ✓ Quicker advancement on the wage scale for part time employees. Now an employee will advance to the next step after 1040 hours instead of 1400.
- ✓ All Wage Increases are RETROACTIVE to April 2021 and was be added to paychecks in February 2021.

### Education and Training

- ✓ NEW \$1 hour Advanced Education premium for employees with a bachelors degree in a related field.
- ✓ Increased certification premium to \$1.15/hr
- ✓ Increased education allowance and greater flexibility to carry over funds.

### Healthcare

- ✓ Guaranteed financial assistance for eligible employees to cover costs.
- ✓ Workers on SHS approved payment plans for medical bills will not be taken to collections.
- ✓ Limited increases in premiums. Maximum 10% a year premium increase, employee only premiums not to exceed \$18.50 for full time employees, \$35 for part time.

### Shifts and Scheduling

- ✓ Increased orphan call to \$8.25
- ✓ Improved short notice call.
- ✓ Expanded rest between shifts protections to include Sleep Techs.
- ✓ 3 hour minimum callback pay for on call employees who work more than 60 minutes over on their preceding shift.
- ✓ Flexibility to combine 15 minute breaks for workers on 12 hour shifts.

### COVID-19 Protections and Benefits

- Samaritan has done less than most other hospitals to support workers during the pandemic. Other hospitals have paid additional wages and bonuses, eliminated co-pays and other health care costs and done more to protect and restore PTO for workers.
- We won a guarantee that Technical workers will get any COVID-19 protection or benefit extended to the majority of SHS employees.
- Samaritan workers deserve better and all Samaritan workers will continue to push for more.

Your 2020-2021 Technical Worker Bargaining Team:

Blake Bestol-Neurodiagnostics

Chris Galer-RT

Bill Nielson-RT

Maria Nuñez-OB

**DRAFT**

## Contents

Technical Employees	1
PREAMBLE	4
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – UNION SECURITY	4
ARTICLE 3 – UNION RIGHTS	5
ARTICLE 4 – SEPARABILITY	7
ARTICLE 5 – NO STRIKE/NO LOCKOUT	7
ARTICLE 6 – MANAGEMENT RIGHTS	7
ARTICLE 7 – DEFINITIONS	8
ARTICLE 8 – DISCIPLINE AND DISCHARGE	9
ARTICLE 9 – NON-DISCRIMINATION	10
ARTICLE 10 - PERSONNEL PROVISIONS	10
ARTICLE 11 – REDUCTIONS IN FORCE/LAYOFFS/RESTRUCTURE	11
ARTICLE 12 – HOURS OF WORK	14
ARTICLE 13 – COMPENSATION	16
ARTICLE 14 – OTHER COMPENSATION	18
ARTICLE 15 – PAID TIME OFF (“PTO”)	19
ARTICLE 16 – MEDICAL INSURANCE	21
ARTICLE 17 – RETIREMENT	23
ARTICLE 18 – LEAVES OF ABSENCE	23
ARTICLE 19 – SUCCESSORSHIP	25
ARTICLE 20 – STAFF DEVELOPMENT	25
ARTICLE 21 – TRAINER DUTIES AND DIFFERENTIAL	26
ARTICLE 22 – HEALTH AND SAFETY	26
ARTICLE 23 – LABOR-MANAGEMENT COOPERATION COMMITTEE	27
ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE	29
ARTICLE 25 – DURATION	31
APPENDIX A – WAGE SCALES	32
APPENDIX B – LETTER OF AGREEMENT – UNION SECURITY MODIFICATIONS	37
APPENDIX C – LETTER OF AGREEMENT – UNION MERGER	38
APPENDIX D – LETTER OF AGREEMENT – COVID 19	39

## **PREAMBLE**

This Agreement is made and entered into by and between Good Samaritan Regional Medical Center (“the Medical Center” and Service Employees International Union, Local 49 (“the Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

All relationships are to be guided by the core values of Samaritan Health Services; leadership, respect, excellence, integrity, stewardship, compassion and service.

## **ARTICLE 1 – RECOGNITION**

The Medical Center recognizes the Union as the exclusive bargaining representative for all full-time, regular part-time and per diem/casual technical employees of the Medical Center at its campus located in Corvallis, Oregon but excluding all other non-professional employees, employees represented by Valley Imaging Professionals, professional employees, physicians, RNs, business office clerical employees, skilled maintenance employees, managerial employees, confidential employees, and guards and supervisors as defined in the National Labor Relations Act. Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed in Appendix A.

The Medical Center will notify the Union at least twenty-one (21) days before any new classification is established, providing a job description and proposed wage rate. Unless the Union waives its rights to bargain, the parties will meet during the twenty-one (21) day period to bargain the wage rate. Wage rates will be established that are appropriate given job requirements.

## **ARTICLE 2 – UNION SECURITY**

1. All bargaining unit employees covered by this Agreement must become members of the Union or make a fair share payment to the Union, as a condition of employment, within thirty-one (31) days after beginning their employment or within thirty-one (31) days after the signing of this Agreement. All bargaining unit members must maintain membership in good standing or make monthly fair share payments for the duration of the collective bargaining agreement. [See Letter of Agreement in Appendix B]
2. Employees who exercise their right of non-association, based on a bona fide religious tenet or teachings of a church or religious body of which an employee is a member may exercise the right to pay an amount equivalent to regular union dues and initiation fees to one of the following organizations: United Way, SHS Foundation, or American Cancer Society. Payments are to be made on a monthly basis or in advance with receipts sent to the President of the Union.
3. Employees who are required hereunder to maintain membership in good standing, fair share payments, or non-association fee payments and fail to do so shall be terminated upon notice

of such fact, in writing, from the Union to the Medical Center.

4. The Medical Center shall deduct from each employee's wages initiation fees, monthly union dues and fair share payments in amounts determined by the Union, provided that the employee has voluntarily agreed to and signed a written assignment and authorization which has been received by the Medical Center. The parties acknowledge and agree that the term "authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Medical Center shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.
5. Deduction for initiation fees, union dues, fair share payments and COPE deductions will be made from employees' paychecks (prorated for bi-weekly payroll), and submitted electronically to the Union office within five (5) days of payroll. With this transmission, the amount deducted will include each employee's name and employee identification number. The Union will provide the Medical Center with a description of monthly dues, fair share and COPE payment amounts, which are to be deducted in accordance with the provisions of this Article. New member applications will be submitted to the Medical Center no less than five (5) days prior to payroll to be included with the next payroll deduction.
6. The Union shall indemnify the Medical Center against any and all claims, demands, lawsuits or liabilities that arise out of any action taken by the Medical Center to comply with the provisions of this Article.

### ARTICLE 3 – UNION RIGHTS

1. **Paid Time for Union Stewards.** Union Stewards may present grievances to management and represent employees in grievance or investigatory meetings during work hours, on paid time, provided these meetings do not interfere with the normal operations of the Medical Center. A reasonable amount of work time (straight time rate of pay), not to exceed thirty (30) minutes unless otherwise agreed to by the Steward's supervisor, may be spent by Union Stewards to investigate grievances. Additionally, Union Stewards will receive paid time when requested by management to attend a meeting, whether during the Steward's working hours or scheduled time off, if called back into work. Stewards agree to obtain advance supervisory approval of any required absence from the workplace to attend to the obligations described herein. The Union shall notify the Medical Center, in writing, of the names of all union stewards.
2. **Lists/New Employees.** The Medical Center agrees to provide the Union with an electronic list of the name, home address, home telephone number, employee identification number,

job classification, department, shift (at time of hire), wage rate, hire date, Medical Center email, and employee status for each bargaining unit member. This list will be provided to the Union on a monthly basis. The Medical Center also agrees to provide the Union office with a list of bargaining unit members designated as new hires, transfers (when possible) and terminations. Both lists will be provided to the Union in the month following the month in which the activity occurred.

3. **Bulletin Boards.** Designated space for posting matters pertaining to legitimate Union business will be provided on department bulletin boards. Copies of all materials posted shall be provided to Human Resources and shall be appropriate for public display.
4. **Access to Meeting Rooms.** Conference rooms or other suitable public meeting space will be available for Union membership meetings, insofar as the availability of such space does not hinder normal operations of the Medical Center. Scheduling meeting rooms will occur through the normal facility scheduling process.
5. **Access to Medical Center Premises.** Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the Medical Center for the purpose of representing employees covered by this Agreement; provided, however, that no interference with the work of employees or interruption of normal Medical Center operations shall result. Such right of entry shall at all times be subject to Medical Center rules, confidentiality requirements and HIPAA regulations. Union representatives shall report to the Human Resources (HR) Department (or to the House Supervisor when HR is closed), present identification, as needed, and advise management of the areas to be visited. Permission must be obtained from the appropriate department manager prior to contacting employees during their working hours, however the Union Representative may contact Union Stewards briefly if the interaction is minimal and does not interfere with the work of the department. Representation of employees covered by this Agreement shall not be construed to include organizational efforts during employee's work time.
6. **Unpaid Leave for Union Business.** Subject to the Medical Center's operating requirements, up to two (2) union members per year may be granted a leave of absence without pay for up to sixty (60) days to work for the union. No more than one (1) employee from any one department will be granted such leave during the same year. The leave request must be made in writing to the employee's immediate supervisor at least thirty (30) days prior to the date of the leave. The request must specify the first day of leave and the first day of return. The leave may be granted at the sole discretion of the immediate supervisor or department manager. Upon return, the employee will retain their former position, wages, benefits, and seniority. The Union agrees that employees on such leave will not be assigned to work in activities proscribed by the No Strike/No Lockout provisions of the SHS/SEIU Local 49 collective bargaining agreements or in health systems organizing campaigns.

**New Employee Orientation.** The Medical Center agrees to allow SEIU to hold an orientation meeting either in person or virtually for represented employees. The Medical Center will allow a period of up to thirty (30) minutes for a Union representative, on paid time, to discuss the Union with new bargaining unit members. This representative must receive prior authorization from their

supervisor to leave the department. This request will not be unreasonably denied. The Union shall be responsible for providing all material for any such meeting. If the SHS New Hire Orientation is in person, the Medical Center shall provide to the Union a list of all new bargaining unit members attending the SHS New Hire Orientation no less than one (1) day prior to the orientation date. Both parties agree that the Medical Center will be absent from the room unless mutually agreed upon. If the SHS New Hire Orientation is virtual, the Union will rely upon the list provided by the Medical Center on a monthly basis.

#### **ARTICLE 4 – SEPARABILITY**

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect. In the event of such occurrence, the parties agree to meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law that as closely as legally possible mirrors their purpose(s). Such illegal or invalidated clause shall be enforced or performed except to the extent prohibited by law until the invalidated provision is renegotiated by the parties.

#### **ARTICLE 5 – NO STRIKE/NO LOCKOUT**

In view of the importance of the Medical Center's facilities to the community, the Medical Center and the Union agree that during the term of this Agreement, (a) the Medical Center will not engage in any lockout, and (b) neither the Union nor employees will engage in any strike, sympathy strike, walkout, slowdown, other actual or attempted interruptions of work, picketing of the Medical Center, or interference with the orderly operation of the Medical Center by either the employees or the Union. This provision does not prohibit an employee from engaging in other, lawful expressions of speech, provided that such activity does not interfere with any employee's assigned work or otherwise violate the provisions herein.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

1. The Union recognizes the Medical Center's right to operate and manage the Medical Center and that the Medical Center has the obligation to provide medical and treatment services and related health care within the community.
2. Except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, and that the Medical Center retains all rights, powers and authority inherent in the management function, including but not limited to, the rights to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto; to determine the methods and means of providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment and supplies; to select, hire, classify, train,



orient, promote, transfer assign, direct, reward, layoff, and supervise employees; to formulate, modify, and assess qualifications and standards of performance and attendance; to evaluate the performance and competency of employees in their assigned work; to determine staffing requirement and the number of employees to be employed in each operation, shift, or department; to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel; to suspend, discharge, demote, and discipline employees; to determine the duties of and to direct employees in their duties, including direction as to the location of the work to be performed; to redirect employees and to increase or change the content, substance, or methodology of any work assignment; to determine materials and equipment to be used; to reward and pay employees; and to determine working schedules and hours of work, including allocation of and, in accordance with applicable law, requirement of overtime.

3. The only limits on the Medical Center's right to operate and manage the Medical Center are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Medical Center's exclusive control. However, the Union is not waiving the right to bargain over mandatory subjects that are not specifically addressed in this contract.
4. The Medical Center has the right to establish, change, modify, interpret, or discontinue its policies, procedures and regulations subject to the terms contained in other provisions of this Agreement.

Before subcontracting any work performed by employees in the bargaining unit (unless the subcontracting would have only a *de minimis* effect on bargaining unit employees), the Medical Center will give the Union 60 days' notice of its intent to subcontract the work and will upon demand bargain with the Union regarding the effects of the subcontracting. The Medical Center, however, has no duty to bargain with the Union concerning the decision to subcontract any work, including any work performed by bargaining unit employees.

## ARTICLE 7 – DEFINITIONS

1. **Introductory Period** - Employees will be hired into a six (6) month introductory period for the first six (6) months of continuous employment. An employee will become a regular employee after successful completion of the introductory period. An employee removed from the introductory period will not have recourse to the grievance procedure to contest the removal.
2. **Regular Employee** - Those employees who have successfully completed the initial introductory period and who are not employed on a casual or temporary status. A temporary employee is an employee who has no FTE status and is employed for a fixed duration not to exceed six (6) months.
3. **Full-Time Employee** - A full-time employee shall be defined as any employee who holds a

.9 FTE to 1.0 FTE and who is regularly scheduled to work thirty-six (36) hours per work week to forty hours (40) hours per week.

4. **Part-Time Employee** - A part-time employee shall be defined as any employee who holds a .1 FTE to .89 FTE and who is regularly scheduled to work eight (8) hours per week to thirty-five (35) hours per week. For the purpose of determining benefit eligibility, employees working 0.8 and above shall be granted benefits consistent with full-time employees as offered to the majority of SHS employees. Employees working .5 to .79 shall be granted benefits consistent with part-time employees as offered to the majority of SHS employees.
5. **Casual Employee** - An employee who is not assigned to an FTE but provides coverage on an intermittent, or as needed, basis. Casual employees do not have a regular work schedule but must be available to work per department policy. If a Casual employee fails to be available to work per department policy, the employee may be terminated. If a casual employee regularly works at least twenty (20) hours per week for six (6) consecutive months, the employee may request that the Medical Center evaluate the need to post these hours as a regular position.

Employees who, for the previous six (6) months, have on average worked forty (40) hours or more per pay period will upon request be granted benefits, appropriate to the number of hours worked. Employees must maintain the forty (40) hours per pay period average which will be reviewed on a quarterly basis in order to remain eligible for benefits.

## ARTICLE 8 – DISCIPLINE AND DISCHARGE

1. **Just Cause** – The Medical Center may discipline, suspend or discharge non-introductory employees for just cause. No employee who has completed their introductory period shall be discharged or subject to corrective action without just cause. It is recognized that the Medical Center shall employ a system of progressive discipline in the counseling and reprimanding of employees, normally consisting of the following: verbal counseling, written counseling, final written counseling, suspension and/or termination of employment. Nothing contained herein shall determine the method of progressive discipline, which the Medical Center shall be obligated to utilize. Any non-introductory employee who feels that the discipline, suspension or discharge was without just cause may present a grievance for consideration under the Grievance Procedure article.
2. **Discipline** – All disciplinary action must be recorded in writing at the time it is given to the employee. Employees will be given a copy of and an opportunity to sign written corrective actions for the purpose of acknowledging receipt thereof. Employees may provide a written response to such written corrective action which will be included with the written corrective action in the employee’s personnel file.

The Medical Center will conduct corrective sessions in an area away from employees, patients and the public.

In any meeting that could potentially lead to corrective action or discharge of any employee,

the employee shall have the right to Union representation if they so desire. In the event that the Medical Center is aware that a meeting will result in the implementation of such action, it shall advise the employee prior to attending same of their right to Union representation. The Medical Center will provide ample notice to the employee when scheduling investigatory meetings to allow for Weingarten Rights to be fully exercised. When the employee believes that a steward from their own classification or department is required and such a steward is available within a reasonable time, the meeting will be scheduled to accommodate that request.

3. Verbal counseling will not be counted as a step in the progressive discipline system listed above if there has not been a repeat incident after twelve (12) months of the initial counseling.

### **ARTICLE 9 – NON-DISCRIMINATION**

The Medical Center and Union will comply with applicable laws prohibiting discrimination in employment matters because of race, color, national origin, religious belief, sex, age, marital status, veteran status, mental or physical disability, sexual orientation, or any other legally protected status, including applicable laws regarding harassment.

### **ARTICLE 10 - PERSONNEL PROVISIONS**

1. **Personnel Files** – The Medical Center will comply with its policy regarding maintenance of personnel files, as it is currently in effect and as it may from time to time be amended by the Medical Center. The Medical Center will, however, permit employees to inspect their personnel files and to obtain copies of the contents of their personnel files, upon request. In addition, upon the request of the employee to the Human Resources Department, the Medical Center will provide copies of the employee's licensure, training records, and letters of commendation that have been provided to the Medical Center. If the documents requested by the employee under this provision are extensive (which generally means the request exceeds fifteen (15) pages) the Medical Center may charge its usual and customary fee for such copies above fifteen (15) pages.
2. **Evaluations** – During the introductory period, the Medical Center will endeavor to provide periodic feedback as to the employee's progress during the introductory period. All employees will receive a performance appraisal six months after the employee's initial date of hire. Thereafter, employees will receive an evaluation in accordance with the Medical Center's policy, provided, however, that each employee will receive an evaluation at least one time annually if the employee remains in the same position. The employee will be given an electronic copy of the evaluation and will be required to sign the evaluation acknowledging receipt of the evaluation. Employees may provide a written response to such evaluation which will be included with the evaluation in the employee's personnel file. The Medical Center agrees to meet, discuss and attempt to resolve any disagreements if requested by the employee; however, the evaluation is not subject to the grievance or arbitration process.

3. **Notice of Voluntary Termination** – All employees shall give two (2) weeks’ notice in writing to their immediate supervisor with a copy to the Human Resources office of their intention to voluntarily terminate. Failure of the employee to give two (2) weeks’ notice as herein provided shall constitute a waiver of any PTO otherwise due such employee. The Medical Center agrees to be reasonable and observe cases of hardship.
4. **Job Descriptions** – The Medical Center will maintain current job descriptions for all bargaining unit jobs. The Medical Center will notify affected employees of any changes to their job description in writing. The Medical Center will provide a minimum two (2) week notice to the Union in writing prior to any substantial change in job requirements. Upon request, the Medical Center will meet with the Union to discuss such changes.
5. **Seniority**. Seniority shall mean the length of continuous service with the Medical Center since the employee’s most recent date of hire.

An employee’s seniority will be maintained if the employee is recalled to work from layoff within the same time frame set forth in Article 11, Reductions In Force/Layoffs or reinstated while on layoff.

6. **Job Postings**. When the Medical Center determines that a full-time or part-time position is available, the Medical Center will post such vacancy on the Medical Center’s website. The position will remain posted for seven (7) calendar days. Internal applicants will be given priority over external applicants provided all knowledge, skills, abilities and experience are equal. Nothing in this Agreement prohibits the Medical Center from filling vacancies on a temporary basis. The Medical Center will make good faith reasonable efforts to hire an employee to fill the vacated position of the selected employee within thirty (30) days. When filling a posted vacancy, the Hospital will select employees for job changes on the basis of knowledge, skills, abilities, experience in classification and bargaining unit seniority. When employees of equal qualifications are being considered, bargaining unit seniority will be used to determine the employee selected. Job applicants will be notified of the selection decision within a reasonable timeframe.

## **ARTICLE 11 – REDUCTIONS IN FORCE/LAYOFFS/RESTRUCTURE**

1. **Mandatory Absences**. Staff reductions may occur by mandatory absences (“MA”).
  - A. An MA is defined as a staff reduction for all or part of a shift on a unit because of Medical Center projections of the staff needed for that unit and shift.
  - B. The Medical Center will maintain an MA rotation list by job classifications. MAs will be rotated among employees in the same classification in the same department

and shift provided that the remaining employees are qualified to perform the work to be done on the relevant shift.

- C. MAs will be given in the following order: Employees working overtime or receiving premium payment; volunteers; employees working regularly scheduled hours at straight time (using the rotation list).

2. **Layoffs.**

- A. A layoff is defined as a staff reduction because of position elimination or long-term reduction in hours, or unit closure.
- B. In the event of a layoff, the Medical Center will give employees in the affected job classification the opportunity to be voluntarily laid off. The Medical Center will notify the affected employees and the Union four (4) weeks in advance of a layoff. Thereafter, the employee with the least seniority among the employees in the same job classification on the shift in the department affected will be displaced from their position. However, a more senior employee on the affected shift may be displaced out of seniority if they are not qualified to perform the work after the layoff or does not possess special skills required for the position which are possessed by a less senior employee(s). In either situation, the displaced employee will then take the position of the least senior regularly scheduled employee on another shift, in the same job classification, and in a position that is within .3 FTE of the employee's then-current FTE provided they are qualified to perform the work of that position (the employee whose position is thus taken will become the displaced employee). After such position movement, the remaining displaced employee will be laid off from work.
- C. Employees will be paid severance in accordance with the Medical Center's policy regarding Severance Pay, as such policy is currently in effect and as it may be amended from time to time in the Medical Center's discretion provided, however, that the Medical Center will not amend the Severance Pay policy to provide less than seven days' (pro rata for part-time) severance for regular employees.
- D. At the time employees are given notice that they will be laid off, the Medical Center will give the Union a list of the employees to be laid off, a seniority roster and a list of vacant positions within the bargaining unit (which will include department and unit, FTE, and shift).
- E. Recall from layoff to available bargaining unit work will be in the order of laid off employees' seniority and within the laid off employee's job classification, provided the employee to be recalled is qualified to perform the work of the recall position. Rights under this paragraph continue until the sooner of (a) twelve (12) months from the date of displacement; or (b) the employee rejects an offer of a position for which they are qualified.

- (i) An employee may designate shift availability at the time of layoff for the Recall List, in which case they will be called only for positions within the employee's prior classification and preferred shift.
- (ii) The Medical Center will notify the employee of a position to which the employee may be recalled by registered mail. The employee must accept or reject the position within five calendar days from the date the letter is mailed by the Medical Center. If the Medical Center receives no response to the letter, the employee will be deemed to have rejected the position. The Medical Center will make a good faith reasonable effort to identify on the website those jobs available to employees on layoff.

3. **Department/Unit Restructure.**

- A. A department or unit restructure is defined as the merger of two (2) or more units into a single unit or a restructuring of an existing department or unit. When, in the interest of efficient operations, the Medical Center intends to restructure a department or unit, the Medical Center will notify the Union four (4) weeks in advance of the scheduled implementation of the change. The Medical Center will meet at the Union's request to discuss the implementation of the reorganization.
- B. In the event of a department or unit restructure, the Medical Center will determine the number of full-time and part-time FTEs by shift required for the new or restructured department or unit. A list of the positions and work schedules in the new/restructured department or unit, including any qualification requirements, will be posted in the department or unit for at least ten (10) days. By the end of the posting period, each employee will submit to the Medical Center a written list which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists, the Medical Center will assign employees to positions within the employee's prior classification in the new/restructured department or unit based on seniority.
- C. If an employee does not have a position after the process outlined in paragraph B above, the displaced employee will then have the following options:
  - (i) The displaced employee may take the position of the least senior regularly scheduled employee in the same job classification, provided they are qualified to perform the work of that position (the employee whose position is thus taken will become the displaced employee for purposes of the following subsections); or
  - (ii) The displaced employee will be laid off from work.

“Qualified to perform work of a position at the time of displacement” means that the employee is able to perform work with the orientation regularly provided to a new employee and does not

require the Medical Center to provide training for a position.

## ARTICLE 12 – HOURS OF WORK

1. **Workday.** The basic workday shall consist of eight (8) hours, exclusive of one-half (1/2) hour lunch period. Alternative workdays may include, ten (10), or twelve (12) hour shifts, exclusive of a one-half (1/2) hour meal period. Any other shift lengths may occur upon mutual agreement of the Medical Center and the affected employee.

For eight (8) hour employees, the meal period must be started by the end of the fifth (5<sup>th</sup>) hour of work. For ten (10) or twelve (12) hour employees, the meal period must be started by the end of the seventh (7<sup>th</sup>) hour of work. Any other shift length will follow the meal period rules as outlined by the Oregon Bureau of Labor and Industries (BOLI).

2. **Work Period.** The basic work period shall be eight hour shifts in an eighty (80) hour two (2) week work period, except when the Medical Center designates the basic work period for an employee as forty (40) hours in a designated seven (7) day work week. The Medical Center shall establish work periods.

3. **Overtime.** Overtime will be compensated at the rate of one and one half (1½) the employee's regular hourly rate of pay. Overtime will be based on work rule assigned at hire into a position and this Agreement. All overtime shall be properly authorized in advance unless there is a patient care emergency. An employee will be eligible for overtime compensation in the following situations:

- A. When the employee works over forty (40) hours in a seven (7) day designated work week or over eighty (80) hours in the designated two (2) week period under the 8/80 work rule;

- B. When the employee works hours in excess of the employee's regularly scheduled shift, eight (8) hours, nine (9) hours, ten (10) hours, or twelve (12) hours.

- C. Full time employees working on their regularly scheduled day or days off shall be paid at the overtime rate of pay except when there is a change of schedule agreed upon between the Medical Center and the employee. This section will apply only if the employee has worked all of the employee's normally scheduled shifts during the work week. Education will not drive this overtime provision.

4. **Work Schedule.** It is recognized and understood that the nature of patient care and the provision of medical services necessitate flexibility in work schedules. The Medical Center therefore retains the right to adjust work schedules to maintain a safe, efficient, and orderly operation of the Medical Center. Employee schedules including shift start and end times and days off will be posted one (1) month in advance of the scheduling period. As much advance notice of overtime requirements will be given, as permitted by operational

circumstances. Once final schedules are posted all shift changes must be directly communicated and agreed upon by the employee and supervisor.

5. **Open Shifts.** Each department will have a policy for signing up for and distributing opportunities for extra work. Any change in departmental policy will be communicated to staff prior to implementation.
6. **Job Share.** The Medical Center will comply with its policy regarding job share positions, as it is currently in effect and may be amended from time to time, provided, however, that the Medical Center will not alter the provision that the job share position remains with the original FTE or “position holder” and their corresponding shift.
7. **Breaks.** During each employee’s workday, the employee shall receive the following:
  - A. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as practicable, shall be near the middle of such work duration.
  - B. A lunch period of one-half (1/2) hour on the employee’s own time, subject to paragraph C below.
  - C. If an employee believes that they are unable to take the breaks or lunch periods described above, the employee should inform their supervisor as soon as possible. The employee’s immediate supervisor will make reasonable efforts to provide the employee with such break(s) or lunch period.
  - D. If an employee is not provided an uninterrupted meal period, the entire meal period is treated as work time and is paid (provided the employee informs their supervisor in the circumstance outlined in paragraph c above).
  - E. On a twelve (12) hour shift and if staffing permits, an employee may request to combine two (2) fifteen (15) minute rest periods into one (1) thirty (30) minute rest period.
8. **Weekends.** The Medical Center shall have as an objective the provision of every second weekend off to regular full-time and part-time employees, except for those employees whose regular schedule is to work more frequent weekends.
9. **Cancellation/Reporting Pay.** If an employee reports to work without being notified at least one (1) hour in advance of the scheduled start time that a shift has been cancelled and is then released from work because of low census, the employee will be paid a minimum of four (4) hours at the employee’s regular straight time hourly rate.
10. **Rest Between Shifts.** The Medical Center will make good faith reasonable efforts to provide employees with at least nine (9) hours rest between shifts. This provision shall not apply to on-call and callback assignments.



***Surgical Services, Echocardiography, and Sleep Lab Techs only:***

If an employee is called back to work between two regularly scheduled shifts of work such that ten (10) consecutive hours off duty are not afforded, the employee may request to not work the second scheduled shift before that shift begins. Alternatively, the employee may request to appear for work at a later time during the scheduled shift such that ten (10) consecutive hours off are afforded. This provision shall not apply to situations where callback occurs following a scheduled day off.

If the employee's request not to work the second scheduled shift cannot be granted, the Medical Center will pay time and one half (1½) the employee's regular hourly rate of pay during the regularly scheduled shift. In the event of a reduction in force on that shift, such an employee shall be the first employee to be reduced in hours on that shift. However, if the overtime employee waives the time and one half (1½), the employee will become part of the general pool of employees being considered for reduced hours, under Article 11 of this agreement.

11. **Consecutive Days.** If the Medical Center has the need to schedule employees for consecutive days after the fifth (5<sup>th</sup>) day and the practice becomes ongoing for more than thirty (30) days, the matter shall be brought to department management. If resolution is not achieved, the matter may be brought to the Labor Management Cooperation Committee (LMCC) who will seek a solution. This does not apply to situations that are mutually agreed upon between the Medical Center and the employee.

**ARTICLE 13 – COMPENSATION**

1. The Medical Center and the Union have agreed upon a wage scale reflected in Appendix A. Employees progress through the steps on an annual basis up to and including Step 15.
2. **Wage Rates:**

**A. Across-the-Board Wage Increases.**

Effective the first pay period following ratification, employees will receive three percent (3%) across the board increase, to include 21 pay periods of retroactive pay.

Effective the first pay period following April 1, 2021, employees will receive two and one half percent (2.5%) across the board increase.

Effective the first pay period following April 1, 2022, employees will receive two and one half percent (2.5%) across the board increase.

**B. Salary Selectives.**

In addition to the across-the-board increases provided for above;

Respiratory Therapist, Respiratory Therapist-Reg, and Resp-Diagnostic Thrpst-Reg-Ld will be increased by:

- Three percent (3%) on their base wage effective the first pay period following ratification to include 21 pay periods of retroactive pay.
- One percent (1%) on their base wage effective the first pay period following April 1, 2021.

OR Tech, Cardiac Surgery Technician, OB Tech-Surgical, and OB Tech-Surgical-Lead will be increased by:

- Three percent (3%) on their base wage effective the first pay period following ratification to include 21 pay periods of retroactive pay.
- One percent (1%) on their base wage effective the first pay period following April 1, 2021.

3. **Credit for Prior Experience.** Credit shall be given to newly hired employees in initial step placement on the wage scale set forth in Appendix A for prior experience directly related to the same classification. Credit for prior experience which is related somewhat to the position for which the applicant applies will be granted on a basis of one (1) year credit for two (2) years' experience.
4. **Step Progression Requirements.** To progress to a higher step up to and including Step 15 on the wage scale set forth in this Article, the employee must provide evidence that the employee is in compliance with Medical Center policy with respect to the following:
  - A. Completion of annual competency requirements.
  - B. TB testing (if required for the position).
  - C. Basic Life Support every second year (if required for the position).
  - D. Maintenance of current licensure (if required for the position).
  - E. Completion of department-specific skills lab.
  - F. Must be in good standing. Good standing shall be defined as the absence of a work plan during the annual appraisal period.

In the event an employee does not meet the above conditions, they will have their step increase date adjusted by the length of the work plan. This will affect the date of any future increases.

Upon successful completion of the introductory period, the employee shall progress to the next step. Thereafter, to progress to a higher step the employee must either complete at least one thousand forty (1040) hours service since the last salary review date or have been at the same step for three years.

## ARTICLE 14 – OTHER COMPENSATION

1. **Shift Differential.** Employees working on both evening and night shifts will be paid a shift differential in addition to their base hourly rate. Employees working a shift that overlaps into evening or night shift will be paid shift differential only when a majority of their hours fall within evening or night shift and will be paid the differential for all hours of their shift.

Majority of shift hours worked between 3:00 p.m. and 11:00 p.m.: 6% of their hourly rate of pay.

Majority of shift hours worked between 11:00 p.m. and 7:00 a.m.: 10% of their hourly rate of pay (12% of their hourly rate of pay for employees who have worked over four (4) consecutive years on night shift).

Shift differentials do not apply to on-call or call back.

2. **Weekend Differential.** Employees working hours on the weekend will be paid a differential of 5% of their hourly rate of pay. The weekend will be determined in accordance with the Medical Center's current practice. This premium will not be paid for any un-worked hours.
3. **Trainer Duties and Differential.** When an employee is assigned as a trainer as described in Article 21, they will receive an additional one dollar and twenty-five cents (\$1.25) on their base wage per hour for all hours spent training. The department manager will assist in the establishment of appropriate assignments.
4. **On Call Pay.** Employees placed on call by the Medical Center shall be paid four dollars and twenty-five cents (\$4.25) for each hour spent on-call, five dollars (\$5.00) on holidays for each hour spent on-call. The employee's work on call back during their on-call shift shall be paid at the rate of time and one-half the employee's regular hourly rate. If an on-call employee is required to work more than sixty (60) minutes past the end of their shift worked immediately prior to the call period, the employee shall be given no less than three (3) hours of work or equivalent pay from the time the regular shift would have ended, as if they were called back. Before leaving the Medical Center, an employee who was called back to work while on call shall check with their supervisor, House Supervisor, or designee. The number of hours paid at the call back rate may not exceed the number of hours of the on-call period.

5. **Short Notice Pay.** Employees who are not on call, but are called in to work on an unscheduled day with less than two (2) hours' notice, shall be paid two (2) hours pay in addition to time actually worked if they report to work within two (2) hours of the time of the initial offer and complete the hours assigned. Overtime will be paid in accordance with the employees scheduled shift, if applicable.
6. **Orphan Shifts.** Orphan call is defined as previously scheduled on call which must be filled after the schedule is published. In lieu of the hourly on call pay rate specified above, Surgical Services and Echocardiographer employees will be paid eight dollars (\$8.25) for each hour of such on call. If there are no volunteers to take orphan on call, it will be assigned on a rotating basis.
7. **Multiple Job Classifications.** If the Medical Center regularly places an employee in more than one position, the employee will be paid the applicable rate of pay for each position.
8. **Certification Premium.** A certification premium of one dollar and fifteen cents (\$1.15) per hour worked shall be paid to those employees who have achieved and maintain a current national certification beyond that which is required per their job description. This certification must be approved by the department manager. In order to acquire such premium, the employee covered by this Agreement must make a written application to the unit/department manager and provide appropriate documentation regarding the certification for which the premium pay is requested. An employee will only be compensated for one certification. Such information must be verified by Human Resources prior to compensation. The differential will commence the first day of the pay period following the date that written evidence of the passing test score or continuing certification is received by GSRMC HR. A copy of the certification must be submitted to GSRMC HR within the following three (3) months or the differential will be discontinued. This differential will be automatically discontinued if certification lapses.
9. **Advanced Education.** An advanced education differential of one dollar (\$1.00) per hour worked shall be added to the base pay of those Respiratory Therapists and Echocardiographers who have achieved a Bachelor of Arts or Science degree in a related field, applicable if not required per the job description. Diploma or transcripts must be received by Human Resources. Differential will begin the first day of the first pay period following receipt by HR.
10. All economic increases will take effect the first pay period following ratification unless otherwise specified.

#### **ARTICLE 15 – PAID TIME OFF (“PTO”)**

1. **Definition.** PTO is the Medical Center's program of time earned for paid leave that can be used by eligible employees to meet their personal needs for paid time off work. PTO is in lieu of vacation, holidays or sick leave.

2. **Accrual.** PTO will accrue on all hours paid to the employee at no less than the employee's straight-time rate according to the following schedule:

**Employees hired on or before February 28, 2010:**

<b>Months of Service</b>	<b>Accrual Rate</b>	<b>Appx FT Annual Accrual</b>
1 <sup>st</sup> through 48 <sup>th</sup>	.1040 hours per Compensable hour	27
49 <sup>th</sup> through 108 <sup>th</sup>	.1230 hours per Compensable hour	32
109 <sup>th</sup> & each month of Service thereafter	.1420 hours per Compensable hour	37

**Employees hired on or after March 1, 2010:**

<b>Months of Service</b>	<b>Accrual Rate</b>	<b>Appx FT Annual Accrual</b>
1 <sup>st</sup> through 48 <sup>th</sup>	.0962 hours per Compensable hour	25
49 <sup>th</sup> through 108 <sup>th</sup>	.1154 hours per Compensable hour	30
109 <sup>th</sup> & each month of Service thereafter	.135 hours per Compensable hour	35

3. **PTO Use.** PTO may be taken after ninety (90) days of employment. However, employees may not have a negative balance in their PTO accounts. Any leave taken prior to ninety (90) days of employment must be approved by management and will be considered unpaid time.
4. **Cashing Out.** Cash out of PTO will be in accordance with SHS policy and applicable law. Employees may make cash out elections once per year in the month of November for actual cash out to take effect once per quarter in any or all of the four quarters of the following year. Employees may cash out a maximum of one hundred sixty (160) hours per year.
5. **Carrying Over.** Employees are required to take a minimum of two (2) weeks' time off using PTO each calendar year. An employee may accrue up to seven hundred sixty (760) hours in their PTO bank. When the maximum number of hours is reached, no further PTO will accrue. Members may proactively lower their PTO bank by taking PTO time or cashing out per Article 15.4.
6. **Illness or Emergency.** Ill calls or emergency-need calls should be made as early as

possible, but not less than two and one-half hours before an employee's shift begins.

7. **Scheduled Use.** Each department must have a system for requesting PTO to be taken as vacation, including times by which PTO requests must be made. Unless otherwise established in the department, requests are to be made no earlier than twelve (12) months in advance of the date when the schedule containing the requested time off is published. Requests for PTO will be responded to in writing within two (2) weeks of the request. If the Medical Center does not grant or deny a request, the response shall state the reason the request is not granted and state the date by which the request will be revisited and responded to again. Each request shall be considered on a first-come, first-served basis except that at holidays and other times of peak demand, a rotation system will be used. If two or more requests are submitted on the same date for the same time off and granting both of them would result in a critical staffing shortage, the senior employee will be given the time off. PTO may be approved provided that the employee seeking time off is expected to have sufficient accrued PTO to cover the requested time off, based on the employee's accrual level, when the requested time off would begin. Approval of a PTO request may not be revoked except that approved PTO will be denied if the employee has insufficient PTO accrued when the schedule containing the time off requested is published. Employees and department managers will work together in the scheduling of time off to ensure adequate staffing.
8. **Combined Use.** PTO may be taken in combination with work, so long as the hours for which the employee is paid per week do not exceed the employee's assigned FTE.
9. **Payment Upon Termination.** PTO will be paid out to the employee at termination provided that (1) the employee has completed the introductory period; and (2) in the case of resignation, the employee must have provided at least fourteen (14) calendar days notice to the Medical Center. PTO may not be used for the notice period, unless the resignation is the result of a bona fide family medical emergency.
10. **Computation of Payment.** PTO pay will be computed on the employee's hourly rate of pay at the time it is taken or cashed out pursuant to paragraph 4 above.
11. **Holidays.** All employees will be expected to continue sharing the responsibility for working on New Year's Day (for the evening shift, such New Year's holiday shall be observed on New Year's Eve), Easter, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Hours worked on such holidays will be paid one and one-half times the employee's regular hourly rate of pay. An employee will be entitled to holiday pay if the majority of the employee's worked hours fall on the designated holiday.

## ARTICLE 16 – MEDICAL INSURANCE

1. **Medical and Dental Plans.** Each eligible employee may participate in one of the medical and dental plans offered as part of the Samaritan Choice Plans, in accordance with the terms

applicable to the majority of the Medical Center's employees.

The Medical Center retains the right to change the medical and/or dental plans offered as part of the Samaritan Choice Plans, as applicable to the majority of the Medical Center's employees, provided, however, that the Medical Center will provide no less than thirty (30) days' notice to the Union of any such changes.

Premiums for "Employee Only" coverage will not exceed eighteen dollars and fifty cents (\$18.50) per pay period for full-time employees. Part-time "Employee Only" premiums will not exceed thirty-five dollars (\$35.00) per pay period.

For each year of the contract, any premium increases shall be shared as follows: The employee premium and the Medical Center contribution will each be increased by the same percentage as the increase in total premium. However, if total premium increases by more than ten percent (10%) then employee premium increases are capped at ten percent (10%) with the Medical Center responsible for the balance of the premium increase.

2. **Financial Assistance:** Employees will be eligible for the same financial assistance provided to SHS patients. The terms of such programs shall not be reduced for SEIU members during the life of this 2020 to 2023 collective bargaining agreement.

3. **Payment Plans:** Employees covered by the Samaritan Choice medical insurance plan who have outstanding balances that are payable to Samaritan Health Services for in network, covered, and authorized (if medically necessary) services will be provided payment plan offerings upon request from the employee. The request will be made to Patient Financial Services, and may be directed through the Hospital Patient Financial Counselor. Patient Financial Services will work with employees to identify the appropriate payment arrangement based on the employee financial needs/eligibility. Within 120 days from first patient statement, employees must contact Patient Financial Services and identify themselves as a SHS SEIU member and ask for a payment plan arrangement that does not exceed six percent (6%) of their household income. Such requests will be granted using the existing SHS payment options and funding programs. To be eligible for a payment plan, employees must comply with all requirements for establishing appropriate payment options/eligibility, including the completion of a financial assistance application with supporting documentation. Employees who comply with all terms of the payment plan(s) will not be subject to collections or wage garnishment.

4. **Continuation of Benefits:** The hospital agrees that during the terms of the 2020 – 2023 collective bargaining agreement only, it will not reduce or eliminate the following benefits: Extension of Dependent Coverage to 26; Non-Discrimination Based on Health Status; Prohibition of Waiting Periods in excess of 90 days; Prohibition on Rescission; Coverage of Preventative Health Services without Cost Sharing (including birth control); Coverage of Preexisting Health Conditions; Prohibition on Annual and Lifetime Limits; Limits for Annual Out-of-Pocket Spending; Standardized Appeals Process for Coverage Determinations and Claims; Choice of Primary Care Provider; Coverage of Emergency Services; Access to Pediatric Care; Access to Obstetrical and Gynecological Care. This

agreement against reduction or elimination will automatically sunset with the expiration of this 2020 – 2023 agreement.

5. **Life Insurance and Long-Term Disability.** Employees will participate in the life insurance and long-term disability plan, in accordance with the terms applicable to the majority of the Medical Center’s unrepresented employees. Employees may also participate in the voluntary life insurance plan offered by the Medical Center.
6. **Short-Term Disability.** Employees may participate in the short-term disability insurance plan offered by the Medical Center.
7. **Flexible Spending Account.** The Medical Center will provide a Section 125 plan that will allow the pretax payment of insurance premiums, unreimbursed medical expenses, and dependent care according to federal law.

#### ARTICLE 17 – RETIREMENT

1. **SHS Retirement Plan (Defined Contribution Plan).** The Medical Center shall provide the Samaritan Health Services Retirement Plan (Defined Contribution Plan) to employees covered by this collective bargaining agreement. Under this plan, the Medical Center shall contribute four percent (4%) of an employee’s gross earnings into the employee’s account. These contributions shall be paid quarterly, in accordance with the plan’s terms.
2. **SHS Tax-Sheltered Annuity (TSA) and Matched Contribution Program.** The Medical Center shall provide the Samaritan Health Services Tax-Sheltered Annuity Plan to employees covered by this collective bargaining agreement. Under this plan, employees may purchase tax-sheltered annuities through payroll deduction up to the maximum allowable by applicable law (403(b)). The Medical Center will contribute on a matched basis, up to another two percent (2%) of the employee’s gross wage. These contributions will be paid in accordance with the plan’s terms. If SHS increases non-contractual retirement match, GSRMC SEIU Tech employees would also be increased.
3. **Maintenance of Benefit/Plan Changes.** The Medical Center agrees to maintain the current level of benefit in the pension programs listed in this article for the duration of the contract. If the Medical Center improves either the SHS Retirement Plan (Defined Contribution Plan) or the TSA plan, or adds another plan, during the term of this agreement, employees covered by this collective bargaining agreement will receive these same improved benefits.

#### ARTICLE 18 – LEAVES OF ABSENCE

1. **General.** All leaves of absence must be requested in writing, as far in advance as possible, stating the reason for the leave and the amount of leave requested. A written response granting or denying the request will be given by the Medical Center within thirty (30) days.



2. **Family and Medical Leaves.** Family and medical leaves (including pregnancy and parental leaves) will be granted and enforced in accordance with the applicable federal Family and Medical Leave Act (“FMLA”) and the Oregon Family Leave Act (“OFLA”), and Medical Center policy.
  - A. Subject to the eligibility requirements of FMLA and/or OFLA, an employee may be granted a leave for the following purposes: (i) to care for the employee’s child after birth, adoption or placement with the employee for foster care, provided the adopted or foster child is under 18; (ii) to care for minor child who is suffering from an illness, injury, or condition that is not a serious health conditions but requires home care; (iii) to care for a spouse, domestic partner, child, step child, parent, or parent-in-law with a serious health condition; and (iv) to recover from or seek treatment for the employee’s own serious health condition.
  - B. Employees who are eligible under FMLA and OFLA for pregnancy disability leave will be granted up to twelve weeks for the period of the pregnancy disability. In accordance with FMLA and OFLA, the employee may take an additional twelve weeks after the baby is born for the purpose of parental leave.
  - C. Upon expiration of an approved family and/or medical leave, employees will be reinstated in accordance with FMLA and OFLA.
  - D. Employees must utilize any accrued but unused PTO that the employee is eligible to use, provided, however, that an employee may retain forty (40) hours in their PTO bank.
3. **Military Leaves.** Leaves required in order for an employee to serve military duty shall be granted and enforced in accordance with state and federal law.
4. **Jury Duty.** All employees may attend jury duty in accordance with their legal obligations to do so. Employees will be granted a leave of absence for this purpose provided that they give SHS reasonable advance notice of their obligation to serve. It is the employee’s responsibility to notify their supervisor and provide a copy of the juror’s summons.

Benefits will be payable to employees for the time spent on jury duty only under the circumstances described below:

- a) In the event that an eligible employee cannot rearrange their working schedule to avoid a conflict, they will be paid their regular daily rate for each scheduled full day missed due to jury duty. Any of the jury duty pay (other than travel expenses) received by the employee from other sources should be submitted to a Medical Center cashier or Regional Business Office (RBO) Representative.
- b) Work Attendance. Evidence of jury duty attendance must be presented to

SHS. The employee should continue to report for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with their schedule.

- c) Return to Work. It is the employee's responsibility to report for employment at the end of an approved leave. Failure to do so may be considered a voluntary termination.
- d) Status of the Employee Benefits While on Jury Duty Leave. All employee benefits the employee is enrolled in will continue while the employee is on jury duty leave. However, the employee will be required to continue payment of any required contributions for insured benefits and retirement benefits during the jury duty leave if they want to keep them in effect.

5. **Bereavement Leave**. In the event of a death in the immediate family of a full or part-time employee, they will be allowed up to three (3) normally scheduled working days off following the death to arrange for and/or attend the funeral or otherwise grieve. "Immediate family" is defined as: mother, father, sister, brother, parents-in-law, step-parents, step-children, siblings in-law, grandparents, grandparent-in-law and grandchildren. Employees will be granted up to five (5) normally scheduled working days off following the death of a spouse, significant other living as an integral member of the household, or child. All family relationships identified will apply to domestic partners (with proper attestation), for the purpose of bereavement.

The Medical Center shall allow an employee a leave of absence without pay for employees that need to have more than three (3) or five (5) days in accordance with applicable Oregon law.

## **ARTICLE 19 – SUCCESSORSHIP**

If the Medical Center, by merger, consolidation, sale of assets, lease, franchise, or any other means, enters into an agreement with another organization that in the whole or part affects the existing collective bargaining unit, the Medical Center will call the existence of the collective bargaining agreement to the attention of any organization with which it seeks to make an agreement and request that the organization affirm its intention to retain the Medical Centers workforce, and if notice is given and the request is made, the Medical Center will have no further obligations hereunder from date of take over.

## **ARTICLE 20 – STAFF DEVELOPMENT**

1. **Orientation**. The Medical Center will continue its program to provide orientation to familiarize newly-hired employees with the functions and responsibilities of their positions, and orient the employee to Medical Center policies and procedures.
2. **Education**.

- A. The Medical Center will continue to pay employees for the time spent in mandatory in-service programs and other education programs approved, in advance, by the Medical Center.
- B. Employees may utilize the Education Program Policy or the Education Reimbursement Policy as applicable to the majority of the Medical Center's unrepresented employees.

**3. Professional credentials and continuing education.**

- A. Employees who are required to have a license or certification, to keep their position at the Medical Center shall be given the opportunity to get the continuing education needed to maintain the credential. The Medical Center will provide an educational allowance of three hundred dollars (\$300) per employee per year to be used for registration and expense reimbursement for job-related educational programs approved in advance by the Medical Center. For Sleep Techs or Echocardiographers, with supervisor's approval, may carry over one year's allowance in order to apply six hundred dollars (\$600) the following year toward a specified educational program. Additionally, three (3) compensated educational days will be available for each employee each year.
- B. Employees may also request to attend educational programs which, while not required to maintain a credential, are related to their work at the Medical Center. Requests will not be unreasonably denied.

**ARTICLE 21 – TRAINER DUTIES AND DIFFERENTIAL**

When an employee has met the criteria below and is assigned to train an employee new to the service line/department or a student doing a clinical rotation for an accredited program, they will receive a differential per Article 14.3 for all hours spent training. The department manager will assist in the establishment of appropriate assignments.

1. Be approved by the manager;
2. Be assigned to train a specific trainee;
3. Have successfully completed the introductory period;
4. Be an employee in good standing;
5. Complete an approved initial and annual trainer education program;
6. Be evaluated annually, when applicable, on trainer performance;
7. Provide written feedback to trainees and managers on the progress of the trainee.

**ARTICLE 22 – HEALTH AND SAFETY**

1. The Medical Center will continue in its effort to provide education and products to reduce occupational injuries. SEIU and GSRMC recognize a joint commitment to workplace safety and further acknowledge all employees have a responsibility to report any safety concerns to their immediate supervisor as soon as they are identified.
  - a The Employer shall provide a safe and healthy work environment whenever possible.
  - b The Employer shall work proactively with employees to prevent safety and health hazards, and to protect the Hospital's and employees' financial resources by minimizing long-term costs of workplace injuries.
  - c The Employer shall provide a safe and healthy patient care environment whenever possible.
2. The Medical Center will provide, free of charge, annual flu shots to those employees who desire immunization. All employees working in a patient care areas will be provided PPD screening, Hepatitis B and TDaP vaccines if required for their positions.
3. The Medical Center will provide training necessary for employee safety.
4. Unless otherwise required, at the time of hire, and throughout employment, employees may request training regarding Management of Assaultive Behavior and training regarding Code 5. If training is approved by management, it may be done on work time.
5. **Safety Committee**

The Union shall appoint an employee to the Medical Center's Employee Safety/Education-Committee. The appointee who is to participate in the Employee Safety/Education-Committee will be paid at their straight time base hourly rate for time spent attending committee meetings or for time spent in preparation and presentation of projects required by the Medical Center. The appointee will inform the manager of Committee time obligations and will obtain prior approval so that absences and paid time can be managed. The appointee will clock such time using the "nonproductive" pay code. No time spent doing Safety Committee work shall result in the payment of overtime.

The appointee shall be responsible for keeping the SEIU leadership informed as to the work and results of the Safety/Education Committee and to be a communication conduit to and from the Safety/Education Committee and the Bargaining Unit. The parties acknowledge that any employee who participates in the Employee Safety/Education Committee must respect the confidentiality obligations of all employees on the Committee.

## **ARTICLE 23 – LABOR-MANAGEMENT COOPERATION COMMITTEE**

The Medical Center and the SEIU Service and Technical units will participate in a joint Labor-Management Cooperation Committee ("LMCC"). The goal and purpose of the LMCC shall be to foster a more positive and collaborative relationship between the parties leading to fewer

grievances, more expeditious contract negotiations and the ability to resolve issues which arise during the term of the collective bargaining agreement based on mutual respect and acknowledgement of each party's legitimate organizational interests.

The LMCC shall be composed of eight (8) members, four (4) from the Union and four (4) from the Medical Center who, by virtue of their positions within their respective organizations possess the authority to make decisions on behalf of their constituents. Union members shall be four (4) members selected by the SEIU Local 49 Steward Council, preferably having had contract negotiation experience. In order to conduct meetings, there must be a minimum of four (4) members present. This will consist of two (2) members from each side with the chair being mandatory.

All SEIU LMCC members shall be paid at their straight time base rate of pay for time spent in LMCC meetings or working on sanctioned joint LMCC projects, using the "non-productive" KRONOS code. Employees must obtain prior approval from the immediate supervisor before turning away from job duties to work on LMCC tasks. Employee LMCC members will inform the manager of Committee time obligations so that absences and paid time can be managed. No time spent doing LMCC work shall result in the payment of overtime.

Initially the parties agree to the following:

1. A commitment to the exchange of information.
2. A commitment to make every reasonable effort to solve problems as they become evident.
3. To meet at regularly established times, no less than every other month if there is at least one agenda item.
4. To furnish written records on LMCC discussions to the Bargaining Unit and Managers.
5. Chairperson responsibilities will alternate every six (6) months between the union and management. A chair-designee will be selected from the non-chairing party for that quarter.
6. The chair and chair-designee will be responsible for developing and distributing the agenda one week prior to the meeting. All agenda items from LMCC members must be submitted prior to this date.
7. The chair-designee is responsible to see that the meeting minutes are documented, sent out for review and distributed to LMCC members. Minutes will be distributed no later than one (1) week after the meeting.

The committee shall not supersede the grievance procedure in this Agreement, has no authority to settle any grievances, no authority to change or delete any provisions of this Agreement, and no authority to bargain regarding any wages, hours, or other terms or conditions of employment.

## ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

1. **Definition of a Grievance.** A grievance is defined as any dispute over the interpretation or application of specific provisions of this Agreement, including discipline or discharge of an employee (other than probationary employees in their initial service period who may not challenge discipline or discharge actions under this Agreement).
2. **Principles.** The goal of the parties is to resolve the grievance at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor at any time before filing a written grievance, however, this recommendation does not change the time limits specified in this Article for filing a grievance. Grievances may be referred up to a higher level or sent back to a lower level by mutual written agreement of the parties.
3. **Timelines.** Failure of the Medical Center to respond within the timelines specified herein shall allow the Union to submit the grievance to the next level. Failure of the employee and/or the Union representative to submit the grievance to the next level within the timelines specified herein shall constitute withdrawal of the grievance. Timelines may, however, be mutually extended in writing by the parties.
4. **Group Grievances.** Any employee who is a steward or union representative may present a group grievance where the occurrence involves at least four (4) employees.

**Step 1** The employee with or without a union representative may file a grievance in writing to the immediate supervisor (first level of management) to whom the employee reports, within fourteen (14) calendar days from the occurrence or the time when the employee should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee's complaint, the provision(s) of this Agreement allegedly violated, and the requested remedy. The immediate supervisor shall meet with the employee and union representative and shall respond in writing no later than fourteen (14) days from the date the grievance was filed.

**Step 2** If the grievance is unresolved, the employee and/or union representative may file the grievance with the appropriate administrator or designee within fourteen (14) calendar days of receiving the Step 1 response. The administrator or designee shall meet with the grievant and union representative and shall respond in writing within fourteen (14) calendar days of the date the Step 2 response was filed.

**Step 3** If the grievance is unresolved, the employee and/or union representative may file the grievance with the Medical Center CEO or designee within fourteen (14) calendar days of receiving the Step 2 response. The CEO or designee will meet with the grievant and union representative and shall respond in writing within fourteen (14) calendar days of the date the Step 3 response was filed.

**Step 4** If the grievance is unresolved, the Union may provide written notice to the CEO or designee of its intent to arbitrate the grievance. This notice must be provided within

fourteen (14) calendar days of the date of the Step 3 response.

5. **Arbitration.** In the event such an arbitration notice is filed, the Federal Mediation and Conciliation Service (FMCS) will be requested to provide the parties with a list of nine (9) arbitrators from Oregon and Washington. The parties will jointly select three (3) names, either through joint agreement or by alternately striking names (the first strike will be determined by a coin toss). These three (3) arbitrators will be notified of the arbitration hearing procedures contained in this Article and asked to submit their earliest available dates for hearing to the parties, if they are willing to adhere to these procedures and timelines. If an arbitrator does not consent to the procedures outlined herein, the parties will select the next arbitrator from the panel to complete the list of three (3). The consenting arbitrator with the earliest available dates will be selected by the parties.

The parties to this Agreement have a joint interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties agree to make all reasonable efforts prior to the hearing to decide whether transcripts of the hearing will be required, to stipulate the facts that are not in dispute and to stipulate to the issue(s) to be presented to the arbitrator. The parties requires that the arbitrator avoid recitation of contract language and facts presented by the parties but instead limit the focus of the arbitration decision to the arguments presented by each party and an explanation for the arbitrator's decision and award. Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award.

The arbitrator agrees to issue a written decision and award within thirty (30) calendar days of the close of the hearing (including thirty [30] calendar days after receipt of briefs, where they are submitted). The arbitrator shall have no power or authority to add to, modify or detract from the provisions of this Agreement. The arbitrator will have continuing jurisdiction for thirty (30) calendar days following issuance of the arbitration award to address any issues arising from implementation of the award.

Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and steward shall be granted unpaid release time to participate in arbitration hearings. The Medical Center will facilitate release from work for witnesses.

**ARTICLE 25 – DURATION**

This agreement shall be in full force and effect upon ratification, and, except as specifically set forth hereunder, shall remain in effect until March 31, 2023 and shall continue in effect from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date of its desire to terminate or modify such agreement.

For the Union:

For the Medical Center:

\_\_\_\_\_  
Meg Niemi, SEIU Local 49

\_\_\_\_\_  
Laura Hennum, Chief Executive Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Andrew Barnes, SEIU Local 49  
Blake Bestol, Echocardiographer  
Chris Galer, Resp Diagnostic Therp- Reg Ld  
Maria Nunez, OB Tech/Surgical Lead  
William Nielson, Respiratory Therapist-Reg

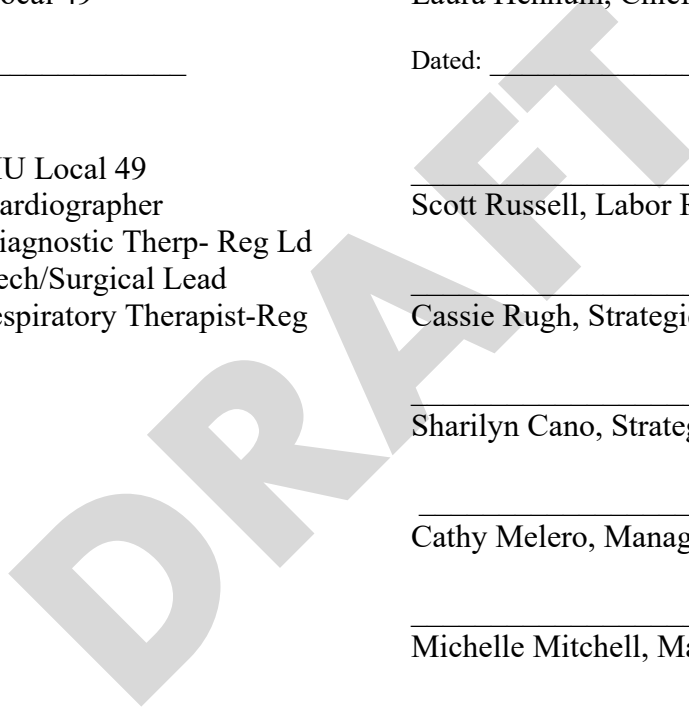
\_\_\_\_\_  
Scott Russell, Labor Relations Director

\_\_\_\_\_  
Cassie Rugh, Strategic HR Manager

\_\_\_\_\_  
Sharilyn Cano, Strategic HR Manager

\_\_\_\_\_  
Cathy Melero, Manager Respiratory Therapy

\_\_\_\_\_  
Michelle Mitchell, Manager Surgery/OR





## APPENDIX A – WAGE SCALES

Samaritan Health Services  
 GSR SEIU Technical Unit Wage Table  
 Effective April 1, 2020 through March 31, 2023

### Laboratory

#### 0489 - Medical Laboratory Technician

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.12	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92
4/13/2020*	3%	\$23.78	\$24.49	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.12	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92	\$35.97
4/12/2021	2.5%	\$24.37	\$25.11	\$25.86	\$26.64	\$27.43	\$28.26	\$29.11	\$29.98	\$30.88	\$31.80	\$32.76	\$33.74	\$34.75	\$35.80	\$36.87
4/11/2022	2.5%	\$24.98	\$25.73	\$26.51	\$27.30	\$28.12	\$28.96	\$29.83	\$30.73	\$31.65	\$32.60	\$33.58	\$34.58	\$35.62	\$36.69	\$37.79

### Neurodiagnostics

#### 0190 - Sleep Study Tech-PSGT-RCP

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$25.48	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53
4/13/2020*	3%	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69
4/12/2021	2.5%	\$26.90	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.12	\$33.08	\$34.07	\$35.09	\$36.15	\$37.23	\$38.35	\$39.50	\$40.68
4/11/2022	2.5%	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92	\$35.97	\$37.05	\$38.16	\$39.31	\$40.49	\$41.70

#### 0424 - Sleep Study Tech-PSGT

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$24.73	\$25.48	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41
4/13/2020*	3%	\$25.48	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53

4/12/2021	2.5%	\$26.11	\$26.90	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.12	\$33.08	\$34.07	\$35.09	\$36.15	\$37.23	\$38.35	\$39.50
4/11/2022	2.5%	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92	\$35.97	\$37.05	\$38.16	\$39.31	\$40.49

**0443 - Sleep Study Tech-RCP**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$24.01	\$24.73	\$25.48	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32
4/13/2020*	3%	\$24.73	\$25.48	\$26.24	\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41
4/12/2021	2.5%	\$25.35	\$26.11	\$26.90	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.12	\$33.08	\$34.07	\$35.09	\$36.15	\$37.23	\$38.35
4/11/2022	2.5%	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92	\$35.97	\$37.05	\$38.16	\$39.31

**0326 - Sleep Study Tech-Lead**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$27.03	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88
4/13/2020*	3%	\$27.84	\$28.67	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11
4/12/2021	2.5%	\$28.53	\$29.39	\$30.27	\$31.18	\$32.12	\$33.08	\$34.07	\$35.09	\$36.15	\$37.23	\$38.35	\$39.50	\$40.68	\$41.90	\$43.16
4/11/2022	2.5%	\$29.25	\$30.13	\$31.03	\$31.96	\$32.92	\$33.91	\$34.92	\$35.97	\$37.05	\$38.16	\$39.31	\$40.49	\$41.70	\$42.95	\$44.24

**Respiratory**

**0318 - Respiratory Therapist**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$23.18	\$23.88	\$24.60	\$25.33	\$26.09	\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16	\$32.09	\$33.06	\$34.05	\$35.07
4/13/2020*	6%	\$24.58	\$25.31	\$26.07	\$26.85	\$27.66	\$28.49	\$29.34	\$30.22	\$31.13	\$32.07	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17
4/12/2021	3.5%	\$25.44	\$26.20	\$26.98	\$27.79	\$28.63	\$29.49	\$30.37	\$31.28	\$32.22	\$33.19	\$34.18	\$35.21	\$36.27	\$37.35	\$38.47
4/11/2022	2.5%	\$26.07	\$26.85	\$27.66	\$28.49	\$29.34	\$30.22	\$31.13	\$32.06	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44

**0344 - Respiratory Therapist-Reg**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$25.33	\$26.09	\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16	\$32.09	\$33.06	\$34.05	\$35.07	\$36.12	\$37.20	\$38.32
4/13/2020*	6%	\$26.85	\$27.66	\$28.49	\$29.34	\$30.22	\$31.13	\$32.07	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62

4/12/2021	3.5%	\$27.79	\$28.63	\$29.49	\$30.37	\$31.28	\$32.22	\$33.19	\$34.18	\$35.21	\$36.27	\$37.35	\$38.47	\$39.63	\$40.82	\$42.04
4/11/2022	2.5%	\$28.49	\$29.34	\$30.22	\$31.13	\$32.06	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09

**0371 - Resp-Diagnostic Thrpst-Reg-Ld**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16	\$32.09	\$33.06	\$34.05	\$35.07	\$36.12	\$37.20	\$38.32	\$39.47	\$40.65
4/13/2020*	6%	\$28.49	\$29.34	\$30.22	\$31.13	\$32.07	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09
4/12/2021	3.5%	\$29.49	\$30.37	\$31.28	\$32.22	\$33.19	\$34.18	\$35.21	\$36.27	\$37.35	\$38.47	\$39.63	\$40.82	\$42.04	\$43.30	\$44.60
4/11/2022	2.5%	\$30.22	\$31.13	\$32.06	\$33.03	\$34.02	\$35.04	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09	\$44.39	\$45.72

**Other Clinical / Technical**

**0465 - Cardiac Tech**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$15.72	\$16.19	\$16.68	\$17.18	\$17.69	\$18.23	\$18.77	\$19.34	\$19.92	\$20.51	\$21.13	\$21.76	\$22.42	\$23.09	\$23.78
4/13/2020*	3%	\$16.19	\$16.68	\$17.18	\$17.69	\$18.23	\$18.77	\$19.34	\$19.92	\$20.51	\$21.13	\$21.76	\$22.42	\$23.09	\$23.78	\$24.49
4/12/2021	2.5%	\$16.60	\$17.10	\$17.61	\$18.14	\$18.68	\$19.24	\$19.82	\$20.41	\$21.03	\$21.66	\$22.31	\$22.98	\$23.67	\$24.37	\$25.11
4/11/2022	2.5%	\$17.01	\$17.52	\$18.05	\$18.59	\$19.15	\$19.72	\$20.31	\$20.92	\$21.55	\$22.20	\$22.86	\$23.55	\$24.26	\$24.98	\$25.73

**0495 - Cardiac Tech-Lead**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$18.23	\$18.77	\$19.34	\$19.92	\$20.51	\$21.13	\$21.76	\$22.42	\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.77	\$27.57
4/13/2020*	3%	\$18.77	\$19.34	\$19.92	\$20.51	\$21.13	\$21.76	\$22.42	\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40
4/12/2021	2.5%	\$19.24	\$19.82	\$20.41	\$21.03	\$21.66	\$22.31	\$22.98	\$23.67	\$24.37	\$25.11	\$25.86	\$26.64	\$27.43	\$28.26	\$29.11
4/11/2022	2.5%	\$19.72	\$20.31	\$20.92	\$21.55	\$22.20	\$22.86	\$23.55	\$24.26	\$24.98	\$25.73	\$26.51	\$27.30	\$28.12	\$28.96	\$29.83

**3068 - Cardiac Surgery Technician**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
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Before Ratification		\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87	\$28.71	\$29.57	\$30.45	\$31.37	\$32.31	\$33.28	\$34.28
4/13/2020*	6%	\$24.02	\$24.74	\$25.48	\$26.25	\$27.03	\$27.85	\$28.68	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25	\$34.25	\$35.27	\$36.33
4/12/2021	3.5%	\$24.86	\$25.61	\$26.37	\$27.17	\$27.98	\$28.82	\$29.69	\$30.58	\$31.49	\$32.44	\$33.41	\$34.41	\$35.45	\$36.51	\$37.60
4/11/2022	2.5%	\$25.48	\$26.25	\$27.03	\$27.85	\$28.68	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25	\$34.25	\$35.27	\$36.33	\$37.42	\$38.54

**0184-OB Tech-Surgical**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62	\$24.32	\$25.05	\$25.81	\$26.58	\$27.38	\$28.20
4/13/2020*	6%	\$19.76	\$20.35	\$20.97	\$21.59	\$22.24	\$22.91	\$23.60	\$24.30	\$25.03	\$25.78	\$26.56	\$27.35	\$28.18	\$29.02	\$29.89
4/12/2021	3.5%	\$20.45	\$21.07	\$21.70	\$22.35	\$23.02	\$23.71	\$24.42	\$25.15	\$25.91	\$26.69	\$27.49	\$28.31	\$29.16	\$30.04	\$30.94
4/11/2022	2.5%	\$20.96	\$21.59	\$22.24	\$22.91	\$23.60	\$24.30	\$25.03	\$25.78	\$26.56	\$27.35	\$28.17	\$29.02	\$29.89	\$30.79	\$31.71

**3207-OB Tech-Surgical-Lead**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$19.58	\$20.16	\$20.77	\$21.39	\$22.03	\$22.69	\$23.37	\$24.07	\$24.80	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75	\$29.61
4/13/2020*	6%	\$20.75	\$21.37	\$22.01	\$22.67	\$23.35	\$24.05	\$24.78	\$25.52	\$26.29	\$27.07	\$27.89	\$28.72	\$29.58	\$30.47	\$31.39
4/12/2021	3.5%	\$21.48	\$22.12	\$22.78	\$23.47	\$24.17	\$24.90	\$25.64	\$26.41	\$27.20	\$28.02	\$28.86	\$29.73	\$30.62	\$31.54	\$32.48
4/11/2022	2.5%	\$22.01	\$22.67	\$23.35	\$24.05	\$24.78	\$25.52	\$26.28	\$27.07	\$27.89	\$28.72	\$29.58	\$30.47	\$31.38	\$32.33	\$33.30

**0290 - OR Tech**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$22.11	\$22.77	\$23.45	\$24.16	\$24.88	\$25.63	\$26.40	\$27.19	\$28.00	\$28.84	\$29.71	\$30.60	\$31.52	\$32.47	\$33.44
4/13/2020*	6%	\$23.43	\$24.14	\$24.86	\$25.61	\$26.37	\$27.17	\$27.98	\$28.82	\$29.69	\$30.58	\$31.49	\$32.44	\$33.41	\$34.41	\$35.45
4/12/2021	3.5%	\$24.25	\$24.98	\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.65	\$32.60	\$33.57	\$34.58	\$35.62	\$36.69
4/11/2022	2.5%	\$24.86	\$25.61	\$26.37	\$27.17	\$27.98	\$28.82	\$29.68	\$30.57	\$31.49	\$32.44	\$33.41	\$34.41	\$35.44	\$36.51	\$37.60

**0336 - Echocardiographer**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step	Step	Step	Step	Step	Step
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	%										10	11	12	13	14	15
Before Ratification		\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01	\$47.39	\$48.81	\$50.28
4/13/2020*	3%	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01	\$47.39	\$48.81	\$50.28	\$51.79
4/12/2021	2.5%	\$35.09	\$36.15	\$37.23	\$38.35	\$39.50	\$40.68	\$41.90	\$43.16	\$44.46	\$45.79	\$47.16	\$48.58	\$50.04	\$51.54	\$53.08
4/11/2022	2.5%	\$35.97	\$37.05	\$38.16	\$39.31	\$40.49	\$41.70	\$42.95	\$44.24	\$45.57	\$46.93	\$48.34	\$49.79	\$51.29	\$52.82	\$54.41

**0186 - Echocardiographer-Lead**

Date	Inc %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Before Ratification		\$35.26	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01	\$47.39	\$48.81	\$50.28	\$51.79	\$53.34
4/13/2020*	3%	\$36.32	\$37.41	\$38.53	\$39.69	\$40.88	\$42.11	\$43.37	\$44.67	\$46.01	\$47.39	\$48.81	\$50.28	\$51.79	\$53.34	\$54.94
4/12/2021	2.5%	\$37.23	\$38.35	\$39.50	\$40.68	\$41.90	\$43.16	\$44.46	\$45.79	\$47.16	\$48.58	\$50.04	\$51.54	\$53.08	\$54.67	\$56.31
4/11/2022	2.5%	\$38.16	\$39.31	\$40.49	\$41.70	\$42.95	\$44.24	\$45.57	\$46.93	\$48.34	\$49.79	\$51.29	\$52.82	\$54.41	\$56.04	\$57.72

\*4/13/20 reflects retroactive effective date. Contract ratified on 1/19/21 with increases and retroactive payments implemented on 2/22/21 pay checks.

**APPENDIX B – LETTER OF AGREEMENT – UNION SECURITY MODIFICATIONS**

**LETTER OF AGREEMENT**

Any employees, who were eligible voters at the time of the election and have remained non-members since, can opt to be grandfathered out of the Union Shop provisions by giving written notification via certified letter to the President of SEIU Local 49 within thirty (30) days of ratification.

\_\_\_\_\_  
For GSRMC

\_\_\_\_\_  
Date

\_\_\_\_\_  
For SEIU Local 49

\_\_\_\_\_  
Date

DRAFT

**APPENDIX C – LETTER OF AGREEMENT – UNION MERGER**

**LETTER OF AGREEMENT**

The Medical Center agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 1199NW or Local 503) during the term of this contract, the Medical Center will recognize the newly merged local as if it were Local 49.

\_\_\_\_\_  
For GSRMC

\_\_\_\_\_  
Date

\_\_\_\_\_  
For SEIU Local 49

\_\_\_\_\_  
Date

DRAFT

**APPENDIX D – LETTER OF AGREEMENT – COVID 19**

Novel Coronavirus disease (COVID-19) is a respiratory illness that can spread from person to person. The parties agree to the importance of employee health and safety provisions during this pandemic.

Any supports and/or benefits provided to the majority of Samaritan Health Services employees related to COVID-19 will also include members of the GSRMC SEIU Technical bargaining unit.

This agreement will remain in effect until the current Gubernatorial Emergency Declaration is lifted.

\_\_\_\_\_  
**For GSRMC**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For SEIU Local 49**

\_\_\_\_\_  
**Date**

**DRAFT**