



Contract Number

23.42

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William Gilbert, Director
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Project Name

Medical Imaging
Master Employment Agreement

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) operates the Arrowhead Regional Medical Center, which requires Medical Imaging services; and

WHEREAS, Contractor is qualified to perform such services; and

WHEREAS, the County desires to obtain the services of Contractor on the terms and conditions set forth in this Contract; and

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree as follows:

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II.	Contract Salary Tables 2020-2022 from Teamsters MOU Side Letter
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V.	Position Description: Contract Radiological Technologist
VI.	Position Description: Contract Special Procedures Radiological Technologist

**I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a \_\_\_\_\_ (As provided in the Position Classification Table below) assigned to the Arrowhead Regional Medical Center (ARMC). Contractor shall perform all services as required by ARMC. Contractor’s duties and responsibilities will include, but are not limited to, explaining examination procedures to patients; preparing and positioning patients for diagnostic examinations; and maintaining required safety standards to guard against injury to patients and others. Medical Imaging services include general diagnostic X-ray, Nuclear Medicine, Computerized Axial Tomography (CT), Angiography, Ultrasound, Radiation Therapy, and MRI. Attachments IV-VI are the Position Descriptions and provide the specific duties and responsibilities assigned to Contractor.

Position Classification
Contract Ultrasound Technologist
Contract Radiological Technologist
Contract Special Procedures Radiological Technologist

**II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy or rule applicable to County employment.

**III. CODE OF CONDUCT**

As a condition of employment, Contractor does hereby agree to follow and uphold the Standards for Employee Conduct outlined in ARMC’s Administrative Operations Manual Policy No. 200.22, which is attached as Attachment II.

**IV. CONTRACT TERM**

A. This Contract shall be effective \_\_\_\_\_, (“Effective Date”) and shall remain in effect for three years, subject to the termination provisions of this paragraph. The Director of ARMC (Director) or his/her designee is authorized to extend the term of this Contract for a maximum of two successive one-year periods. Notwithstanding the foregoing, either party

may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the Director. Contractor shall serve at the pleasure of the Director, or his/her designee, who shall have the full authority and discretion to exercise County rights under this paragraph.

- B. The applicable provisions of the Current Consolidated Memorandum of Understanding, Appendix G-Medical Imaging with Teamsters Local 1932, are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

## V. **COMPENSATION OF CONTRACTOR**

Upon the Effective Date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract and Appendix G of the Current Consolidated Memorandum of Understanding (MOU) that provides the terms and conditions of employment for these classifications. Appendix G of the MOU and this Contract provides for the full compensation to Contractor for the services required hereunder. If Contractor is a current County employee, this Contract supersedes any prior contract, agreement or understanding.

### A. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (e.g. FMLA, Military Leave, Time off for Voting and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this contract.

### B. SERVICE AND EFFECTS ON BENEFITS

If Contractor was a County contract employee immediately prior to entering into this Contract, without separation from County employment, execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

### C. BENEFITS UPON TERMINATION

#### Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused compensating time off at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Technical & Inspection Unit if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick leave shall be forfeited.

**OR**

Contractor Separated from County Service (Contractor participates in PST)

Upon separation from County employment, Contractor shall be compensated for any unused compensating time off at the then base rate of pay. Unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular position without a break in service, the Contractor shall be provided a new date of hire (i.e. Regular Hire Date). Eligibility for benefits including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service," above.

Contractor to New Contract Position

In the event the Contractor accepts another contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service," above.

**VI. GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Hours of Work

Contractor shall be required to work during such hours as necessary to carry out the duties of his/her position, as designated by the Director, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Contractor's regularly scheduled workweek shall be established by the Director or his/her designee. The Director or his/her designee may modify or change the number of hours in a standard day, schedule, or shift to meet the needs of the service. Contractor shall not work in excess of his/her shift or in excess of forty (40) hours a work period without prior approval from the Director or his/her designee. The Director or his/her designee may direct Contractor to work fewer hours than assigned per scheduled shift due to lower workload.

Further, the Director, or his/her designee may cancel any scheduled shift assigned to Contractor prior to the beginning of said shift.

B. CLASSIFICATION

Contractor will not attain regular status in the Contract position. Contractor shall be considered a contract employee in the Unclassified Service and therefore does not have Civil Service Commission appeal rights as Contractor is at-will and serves at the pleasure of the Director, except as otherwise provided by law. As such, the Personnel Rules shall not apply to Contractor (unless otherwise stated in this Contract).

C. WORKERS COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current employee who previously met the requirement of this provision.

F. CERTIFICATION/LICENSURE

Contractor must possess, at time of hire and maintain the following during the term of this Contract:

Position Classification	Required Certification/License
Ultrasound Technologist	Basic Life Support (BLS) Certification and an American Registry of Diagnostic Medical Sonographers (ARDMS) in Ob/Gyn, abdominal and adult echocardiography (for cardiac services only); <b>OR</b> be Board eligible and eligible to take the ARDMS examination and pass within one (1) year of date of hire.
Radiologic Technologist	Certification with the State of California, Department of Public Health as a Radiologic Technologist, registration with the American Registry of Radiologic Technologists (ARRT), Fluoroscopy license within six (6) months of hire, and Healthcare Provider Level Basic Life Support (BLS) certification.
Special Procedures Radiologic Technologist (Angiography, CT, Mammography)	Certification with the State of California, Department of Public Health, as a Radiologic Technologist (CRT); and current certification for a Healthcare Provider Level Basic Life Support (BLS), and registration with the American Registry of Radiologic Technologists (ARRT); and a specialized license in accordance to the primary field assigned, such as Mammography, or CT. A specialized license is preferred for Angiography and a Fluoroscopy license is required for positions assigned to Diagnostic Imaging and ANGIO/IR.
Special Procedures Radiologic Technologist (MRI)	Certification for a Healthcare Provider Level Basic Life Support (BLS), and registration with the American Registry of Radiologic Technologists (ARRT); and a specialized license in accordance to the primary field of MRI through the American Registry of Radiologic Technologists (ARRT.)

G. MEMORANDUM OF UNDERSTANDING

The County and Teamsters have agreed that the terms of the Current Consolidated Memorandum of Understanding, Appendix G-Medical Imaging with the Teamsters Local 1932 shall apply to Contract Ultrasound Technologists, Contract Radiologic Technologists, and Contract Special Procedures Radiologic Technologists.

H. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for ARMC. In addition, upon termination of this Contract, Contractor agrees to return all confidential materials to the Director or his/her designee.

I. MISCELLANEOUS TERMS

If any contradictions to the Current General Memorandum of Understanding, Appendix G-Medical Imaging with the Teamsters Local 1932 agreement are found in this contract, the Teamsters agreement supersedes this contract.

J. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.



**VII. CONCLUSION**

This Contract, consisting of nine (9) pages and Attachments I-VI, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

▶ \_\_\_\_\_  
William L. Gilbert, Director

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

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

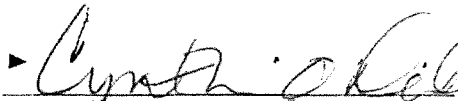
Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶  _____ Cynthia O'Neill, Principal Assistant County Counsel	▶ _____	▶ _____
Date <u>1/17/23</u>	Date _____	Date _____

## ATTACHMENT I

### Teamsters Local 1932 – MOU Appendix G – Medical Imaging

#### SECTION A – CONTRACT ULTRASOUND TECHNOLOGISTS, CONTRACT RADIOLOGICAL TECHNOLOGISTS, AND CONTRACT SPECIAL PROCEDURES RADIOLOGICAL TECHNOLOGISTS

- a) **Description.** Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists shall supplement regular Ultrasound Technologists, Radiological Technologists, and Special Procedures Radiological Technologists, and provide employees in Contract positions with a different pay and benefit structure. Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists are eligible for limited benefits, and shall participate in the SBCERA general retirement system provided the employee meets the applicable participation terms specified by law and SBCERA bylaws.

Arrowhead Regional Medical Center shall have the authority and responsibility, independent of the merit system, to do the direct hiring of Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists, subject to Board of Supervisors approval. They shall remain in the unclassified service, and as such, the Personnel Rules shall not apply to Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists. Additionally, they do not have Civil Service Commission appeal rights as they are at-will and serve at the pleasure of the appointing authority, except as otherwise provided by law.

- b) **Memorandum of Understanding.** The County and Teamsters agree that the following Articles/Sections of the MOU shall apply to Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists, as applicable: Recognition; Access to Personnel Records; Access to Work Locations; Accidental Death and Dismemberment; Bilingual Compensation; County Identification/Access Cards; County Management Rights; Definitions; Dependent Care Assistance Plan; Direct Deposit; Disaster Service Workers; Employee Rights; Expense Reimbursement; Fitness for Duty; Full Understanding; Implementation; Labor-Management Task Force; Meal and Break Periods; Evening and Night Shift Differentials; Modified Agency Shop; Non-Discrimination; Obligation to Support; Overtime; Pay Period; Payroll Adjustments; Payroll Deductions; Provisions of Law; Recruitment/Retention Salary Adjustment; Return to Work Compensation; Salary Adjustments; Section 125 Premium Conversion Plan; Time and Labor Reports; Use of Bulletin Boards; Use of County Resources; and Work Disruption.
- c) **Grievance.** The County and Teamsters agree that Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists shall be eligible to utilize the Grievance Procedure of the MOU (Except Section 11) to grieve matters governed by Section 2 above (except County Management Rights and Non-Discrimination) and those terms provided in Section 4(i) - 4(ix) below. Any dispute which may arise between parties involving the application, meaning, or interpretation of subjects solely governed by the employee's individual employment contract shall not be grievable (e.g., Conflict of Interest, Required Licensure and Certifications, Evidence of Eligibility to Work, etc.).
- d) **Contract Terms.** The following terms (i) – (ix) shall be the minimum standard terms to be included in an individual employment contract with a Contract Ultrasound Technologist, Contract Radiological Technologist, and Contract Special Procedures Radiological Technologist. Should the contract terms between a Contract Ultrasound Technologist, Contract Radiological Technologist, or Contract Special Procedures Radiological Technologist and the County be inconsistent with the terms set forth in (i) – (ix) below, the terms set forth in this Section (4)(i) – (4)(ix) shall govern. Where there may be an unintended conflict between the applicable terms of the MOU as set forth in Section (2) above and the terms outlined in a Contract Ultrasound Technologists, Contract Radiological Technologists, or Contract

Special Procedures Radiological Technologists individual employment contract, the applicable MOU terms set forth in Section (2) shall govern.

- 1) **Salary Rate.** The hourly salary rates for Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists are provided in Appendix C of this MOU. Contractor’s hourly rate of pay shall not be less than the minimum rates (step 1) or exceed the maximum rates (step 11) in the applicable salary tables in Appendix C. Upon approval of the Department Director, Contractor shall be eligible to receive an approximate 2.5% step advancement at the beginning of the pay period following the pay period in which the employee completes 1,040 service hours based on meets standards work performance, not to exceed the maximum rate.
  
- 2) **Longevity Differential.** Contractor shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County, as a Contract Ultrasound Technologist, Contract Radiological Technologist, or Contract Special Procedures Radiological Technologist or a regular Ultrasound Technologist, Radiological Technologist, or Special Procedures Radiological Technologist. The Longevity Differential shall be paid on all paid hours, up to an employee’s standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

Total Completed Continuous Service	Compensation
31,200 Continuous Service Hours (15 years)	2.0%

For purposes of longevity pay, a year of completed County service is defined as 2,080 continuous service hours with the County.

- 3) **Medical Imaging Specialty Differential.** Contract Special Procedures Radiological Technologists who possess and maintain licenses/certifications and competencies required to provide care to patients in multiple medical imaging areas, and who make themselves available to work in those areas, shall receive a differential of five percent (5.00%) above their base hourly rate for all hours actually worked (i.e., REG hours), up to their standard hours per pay period. All technologists must perform X-rays as assigned and two or more of the following specialty areas to be eligible: CT, MRI, Cath Lab, or Angio.
  
- 4) **Hours of Work.** Contractor shall be required to work during such hours as necessary to carry out the duties of his/her position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Contractor’s regularly scheduled workweek shall be established by the Department Director or his/her designee. The Department Director or his/her designee may modify or change the number of hours in a standard day, schedule, or shift to meet the needs of the service. Contractor shall not work in excess of his/her shift or in excess of forty (40) hours a work period without prior approval from the Department Director or his/her designee. The Department Director or his/her designee may direct Contractor to work fewer hours than assigned per scheduled shift due to lower workload.

Further, the Department Director, or his/her designee may cancel any scheduled shift assigned to Contractor prior to the beginning of said shift.

- 5) **Working on a Holiday.** In lieu of any County-paid holidays, Contractor shall receive double time compensation for working on the actual, not observed, day of the following County holidays:

January 1	November 11
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving

Last Monday in May	December 24
July 4	December 25
First Monday in September	December 31
Second Monday in October	

6) **Sick Leave.** Contractor shall be provided paid sick leave as required by law. Paid sick leave is an insurance or protection to be granted in circumstances of adversity to promote the health of the employee. It is not an earned right to time off from work. Sick leave is the authorized absence from duty of an employee for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. Family is defined as a child (biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, legal guardian of an employee or employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor; spouse, registered domestic partner; grandparent; grandchild; or sibling.
- If the eligible employee is a victim of domestic violence, sexual assault, or stalking, for the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the California Labor Code.

Separation - No paid sick leave shall be used as vacation, cashed-out upon separation, termination, retirement, or other separation from employment.

Notice of Sickness - The employee shall provide reasonable advance notification of the need for paid sick leave if the leave is foreseeable. In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., road crews), the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee’s scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee’s scheduled tour of duty. In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee’s scheduled tour of duty of a sickness on the first day of absence.

Minimum charge - The minimum charge against sick leave shall be no less than fifteen (15) minutes.

Compensation - Paid sick leave will be compensated at the employee’s base hourly rate.

Review - Use of paid sick leave accrued pursuant to the terms of the California Healthy Workplaces, Healthy Families Act, is not subject to a requirement of a doctor’s note or proof of illness, unless there is a reasonable belief of misuse.

Accrual - Employees shall accrue paid sick leave at a rate of one (1) hour per every thirty (30) hours worked (i.e., REG hours). Employees will be eligible to use sick leave on the first day following the pay period after ninety (90) days of employment, with a cap on annual usage of three (3) days or twenty-four (24) hours per year, whichever is greater. One year shall be calculated on a 12-month basis from the first date the employee is eligible to use paid sick leave.

The use of paid sick leave does not count toward the accrual for further sick leave or in the calculation for the purposes of overtime. Unused accrued sick leave shall carry over to the following year; however, the leave balance will be capped at six (6) days or 48 hours, whichever is greater.

- 7) **Retirement.** Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employees Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees Retirement Association. If Contractor does not meet the applicable conditions for participation in the general retirement system Contractor shall, in lieu of participation in the County retirement system, participate in the County's PST Deferred Compensation Plan.
- 8) **Deferred Compensation.** Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, but shall not receive a County match.
- 9) **Medical and Dental Coverage.** If Contractor is regularly scheduled to work and regularly works a minimum of forty-one (41) hours per pay period, Contractor is eligible to enroll in a medical and dental plan offered by either the County or by Teamsters Local 1932 through the Trust. Contractor may elect to participate in or terminate such coverage at the time of initial hire and during standard open enrollment periods as determined by the County. Contractor shall not receive any benefit to offset the cost of health plan premiums charged to Contractor.
- 10) **Supplemental Life Insurance.** If Contractor is regularly scheduled to work and regularly works a minimum of forty-one (41) hours per pay period and has completed thirteen (13) pay periods of employment, Contractor shall be eligible to purchase supplemental term life insurance.
- e) **Miscellaneous Terms.** Nothing herein is intended to preclude the inclusion of other terms into the employment contract with a Contract Ultrasound Technologist, Contract Radiological Technologist, or Contract Special Procedures Radiological Technologist provided, however, that such additional terms shall not be considered part of the MOU or subject to the Grievance Procedure. Such additional terms may be, but are not limited to, the following: Conflict of Interest, Use of County Vehicle, and Evidence of Eligibility to Work.
- f) **Unclassified Service.** The County and Teamsters agree that Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists will not attain regular status in the Contract position. Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists are in the Unclassified Service, and therefore do not have Civil Service Commission appeal rights as they are at-will and serve at the pleasure of the appointing authority, except as otherwise provided by law. As such, the Personnel Rules shall not apply to Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists.
- g) **Closed Examinations.** The County and Teamsters agree that Contract Ultrasound Technologists, Contract Radiological Technologists, and Contract Special Procedures Radiological Technologists shall be eligible to participate in any closed examination process. For the purposes of this Section (7), a closed examination shall be an examination that is limited to a particular agency or department.

## **SECTION B – QUARTERLY REVIEW**

At the request of Teamsters, the County agrees to meet on quarterly basis to review recruitment, retention, and/or hiring issues (including contract to regular) in Medical Imaging. The parties shall also discuss the conversion of positions (e.g., contract to regular, contract to per diem, etc.)

## **SECTION C – PER DIEM ANNUAL HOURS REVIEW**

Following the creation of the Per Diem Medical Imaging classifications, the County shall, upon Teamsters' request, provide Teamsters the annual hours worked for any Per Diem Medical Imaging employees.

## ATTACHMENT II

### Teamsters Local 1932 – MOU Side Letter Contract Salary Tables

Range Eff. 7/30/2022 Amended		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
<b>2.00% Across the Board Increase</b>		\$ 39.19	\$ 40.17	\$ 41.14	\$ 42.11	\$ 43.15	\$ 44.23	\$ 45.33	\$ 46.46	\$ 47.63	\$ 48.83	\$ 50.03
27177	Contract Ultrasounds Tech	\$ 33.17	\$ 33.99	\$ 34.84	\$ 35.68	\$ 36.57	\$ 37.49	\$ 38.38	\$ 39.34	\$ 40.33	\$ 41.33	\$ 42.37
27277	Contract Radiological Tech	\$ 39.19	\$ 40.17	\$ 41.14	\$ 42.11	\$ 43.15	\$ 44.23	\$ 45.33	\$ 46.46	\$ 47.63	\$ 48.83	\$ 50.03
26996	Contract Special Procedures Rad Tech	\$ 39.19	\$ 40.17	\$ 41.14	\$ 42.11	\$ 43.15	\$ 44.23	\$ 45.33	\$ 46.46	\$ 47.63	\$ 48.83	\$ 50.03

# ATTACHMENT III

## ARMC ADMINISTRATIVE OPERATIONS MANUAL POLICY NO. 200.22



### ARROWHEAD REGIONAL MEDICAL CENTER Administrative Policies and Procedures

POLICY NO. 200.22 Issue 4  
Page 1 of 5

SECTION: HUMAN RESOURCES SUB SECTION: EMPLOYMENT PRACTICES

SUBJECT: STANDARDS FOR EMPLOYEE CONDUCT

APPROVED BY:

\_\_\_\_\_  
Chief Executive Officer

### POLICY

- I. The purpose of this policy is to establish the Standards of Employee Conduct and grounds for disciplinary action and to provide Arrowhead Regional Medical Center (ARMC) employees with an understanding of their responsibilities in establishing and maintaining high morale and safe, harmonious and efficient operations. Rules for every circumstance are not presented. Employees are expected to employ a positive attitude and good judgment in their approach to performing job tasks and adhering to these standards. Employees will use common sense in determining if a cited area applies to them, based upon the requirements of completing their job. These standards are intended to provide clear, written minimal standards for ARMC employees.
- II. ARMC employees are expected to conduct themselves so as to reflect positively on patients, the public, and one another. No employees' activities should cause embarrassment to the County of San Bernardino, ARMC, the patients, general public, or themselves. Employees will forego any business activity, personal or County related, which might conflict with the County's interest or which would entail unethical, illegal, or questionable actions.
- III. Employees are to observe the spirit of these standards, which will frequently exceed legal requirements, as well as the laws, regulations, policies, and procedures pertaining to ARMC operations.

### POLICY AMPLIFICATION

#### I. Code of Ethics

- A. The Code of Ethics establishes minimum standards of employee conduct/behavior necessary for efficient business operations. The intent is to strengthen public service and promote and maintain faith and confidence of the public in ARMC and its employees.
- B. ARMC employees are agents of the public, serving for the benefit of the community. The highest standards of morality and ethics must be demonstrated. Truthfulness and honesty are an expectation of all employees on a daily basis. Conduct that interferes with operations, discredits the County, or is offensive to patients or coworkers, will not be tolerated.
- C. Employees are expected at all times to conduct themselves in a positive manner in order to promote the best interest of ARMC. Appropriate employee conduct includes:

1. Regarding as a primary obligation the welfare of the individuals and families served; respecting the privacy of those served; becoming involved in people's lives only to the extent necessary to provide service or conduct business and the responsible use of information gained in professional relationships.
  2. Working to prevent or eliminate discrimination or the perception of discrimination on the basis of race, color, ancestry, religion, gender, age, sexual orientation, national origin, medical condition, marital status, or disability.
  3. Giving precedence to professional and employment responsibilities over personal interests; distinguishing clearly between statements and actions as an individual and as a representative of the department in any writings and in any public presentations or meetings where clientele, the public or news media may be present.
  4. Accepting responsibility for the quality and extent of the services provided and being accurate in statements; exercising common sense and reasonable judgment in the performance of work and performing assigned tasks efficiently.
  5. Supporting the goals and objectives of ARMC as established by the Chief Executive Officer (CEO) or Chief Operating Officer (COO).
  6. Treating all patients, members of the public, and coworkers in a courteous manner.
  7. Refraining from behavior or conduct that is offensive or undesirable.
  8. Reporting to work punctually and being at the assigned work location at starting time.
  9. Giving proper advance notice whenever unable to work or report to work on time.
  10. Maintaining cleanliness and order in the workplace and work areas.
  11. Providing services during emergency situations as may be assigned by hospital administrators and/or superiors.
- D. The following conduct is prohibited and individuals engaged in it will be subject to discipline, up to and including dismissal:
1. Using profanity or abusive language.
  2. Possessing firearms or other weapons on County property.
  3. Fighting, assaulting, threatening or intimidating a client or coworker.
  4. Engaging in any form of sexual or other harassment.
  5. Reporting to work under the influence of alcohol, illegal drugs or narcotics or using, selling, dispensing or possessing alcohol, illegal drugs or narcotics on County property.
  6. Disclosing confidential information.



7. Falsifying or altering any record or report.
8. Providing false or misleading information when applying for employment or at any time during employment.
9. Stealing, destroying, defacing, or misusing County property or a coworkers' property.
10. Misusing County communications systems, including e-mail, computers, Internet access, and telephone.
11. Refusing to follow management's instructions concerning a job-related matter or being insubordinate.
12. Playing pranks or engaging in horseplay.

E. The examples of impermissible behavior described above are not intended to be an all-inclusive list.

## II. Code of Conduct

A. To augment the Code of Ethics, ARMC has adopted a basic Code of Conduct that will be part of the Compliance Program training for all employees. By signing the Statement of Understanding for the Standards for Employee Conduct Policy, the employee agrees to adopt the Code of Conduct basic rules for day-to-day operations. This Code is as follows:

1. I will perform my duties faithfully and to the best of my ability, and in the interests of ARMC.
2. I will not lie, cheat, steal or violate any law in connection with my employment with ARMC.
3. I will not pay or arrange for ARMC to pay any person or entity for the referral of patients to ARMC, nor will I accept any payment or arrange for ARMC to accept any payment for referrals from ARMC.
4. I will not participate in any false billing of patients, government entities or any other party, nor will I participate in the preparation of any false cost report or any other type of report submitted to the government.
5. I will promptly report all suspected violations of this code of conduct by other employees to my supervisor or the Chief Compliance Officer.

## III. Statement of Understanding

A. Arrowhead Regional Medical Center employees are required to read the Standards for Employee Conduct and sign a statement attesting they have read and understand its contents. This statement should be provided to all employees upon hire, whenever the Standards of Employee Conduct are revised and upon the supervisor's/manager's discretion. Employees refusing to sign the Statement are not exempt from compliance with the Standards for Employee Conduct. Only the Statement of Understanding need be filed in the employees' personnel file.



Attachment A



### STATEMENT OF UNDERSTANDING

I have read the Standards for Employee Conduct, understand its contents and acknowledge my responsibility to adhere to the policy described therein. **Refusal to sign does not exempt your compliance with these regulations.**

\_\_\_\_\_

Employee Name (Please Print)

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

Refused to sign

\_\_\_\_\_

Supervisor Signature

\_\_\_\_\_

Date

Original to Official Personnel File  
 Copy to Employee  
 Copy to Supervisor



## **ATTACHMENT IV**

### **POSITION DESCRIPTION**

#### **Contract Ultrasound Technologist**

#### **POSITION SUMMARY**

Ultrasound Technologists to perform multiple types of examinations using ultrasound techniques to aid in diagnosis. Technologists utilize the Digital Image Storage Device; maneuver ultrasound equipment throughout the medical center; clean and maintain equipment; complete necessary patient paperwork; provide quality customer service; maintain continuing education and license requirement and maintain safety standards.

#### **POSITION DUTIES AND RESPONSIBILITIES**

1. Perform multiple types of examinations using ultrasound techniques to aid in the diagnosis of disease which include echoencephalography, abdominal, obstetrical, gynecological, small parts, and vascular exams.
2. Select the appropriate transducers for the specific ultrasonic examination; select and photograph ultrasound images for diagnosis by a physician; assist with selective procedures such as biopsy, and cyst drainage.
3. Ability to understand and utilize the Digital Image Storage device for image acquisition retrieval and storage of exams.
4. Ability to maneuver ultrasound equipment throughout the medical center.
5. Elicit the cooperation of patients, explain the procedures and calm patient fears.
6. Prepare and maintain necessary logs, statistics, records, and files.
7. Maintain work area in a clean and organized condition.
8. Participate in clinically training and evaluating ultrasound students.
9. Perform related duties as assigned or requested.

**POSITION QUALIFICATIONS**

**Certification:** Must possess and maintain current certification with the American Registry of Diagnostic Medical Sonography (ARDMS) in Obstetric/Gynecological, abdominal, or vascular **OR** be Board eligible and pass the examination within one (1) year of hire.

**Certification:** Must possess and maintain Healthcare Provider Level Basic Life Support (BLS) certification.

*Position qualifications are subject to change, as necessary.*

**PHYSICAL DEMANDS**

Continuous walking. Frequent sitting, standing, bending, twisting, and turning. Requires power grasping, precision grasping, pushing/pulling, and fine manipulation in both hands. Reach or work occasionally below shoulder level. Frequently requires use of the left foot to operate foot controls or for repetitive movement. Visual and auditory requirements: frequently locate origin of sounds. Continuously lift up to 100 lbs. or more.

**CUSTOMERS SERVED**

- |   |  |
|---|--|
| <input type="checkbox"/> Infant (0 – 12 months)     | <input type="checkbox"/> Adult (19 – 64 years) |
| <input type="checkbox"/> Pediatric (1 – 13 years)   | <input type="checkbox"/> Geriatric (65+ years) |
| <input type="checkbox"/> Adolescent (14 – 18 years) | <input type="checkbox"/> Not Applicable        |

\_\_\_\_\_  
Employee ID #

\_\_\_\_\_  
Employee – Print Name

\_\_\_\_\_  
Supervisor – Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **ATTACHMENT V**

### **POSITION DESCRIPTION** **Contract Radiologic Technologist**

#### **POSITION SUMMARY**

Contract Radiologic Technologists who are responsible for performing diagnostic radiographic exams. Technologists will practice appropriate collimation and shielding to reduce radiation exposure, mix and administer bariums, assist with fluoroscopic x-ray examinations, clean and maintain equipment, complete all necessary paperwork on every patient, provide quality customer service, maintain continuing education and license requirements and maintain safety standards at all times.

#### **POSITION DUTIES AND RESPONSIBILITIES**

1. Explain examination procedures to patients; prepare and position patients for diagnostic examinations; use supportive/immobilization devices to secure patients.
2. Practice appropriate coning and shielding to reduce radiation exposure and fogging; maintain safety standards to guard against injury to patients and other staff personnel.
3. Set controls and exposes the required number of images; obtain alternate or specialized views of the patients when standard view is not obtainable due to the patient's condition.
4. Mix and administer barium by standard dilution during contrast media studies; recognizes symptoms of reactions to contrast media and reports such reaction to a physician.
5. Evaluate the patient's condition and uses judgment in accurately positioning the patient for radiological procedures.
6. Clean and stock work area; maintain equipment, IP imaging plate, chemical and general office supplies; report malfunctioning equipment to supervisor.
7. Assist in the training of radiographic technology students and new employees; may assist in classroom training.
8. Assist with fluoroscopic x-ray examination as required.
9. Perform mobile x-ray examinations on the units and in the Operating Room as required.
10. May be required to take calls; must have knowledge of down time procedures.
11. Provide vacation and temporary relief as required.

12. Perform related duties as assigned or requested.

**POSITION QUALIFICATIONS**

**License:** Must be certified and maintain by the State of California, Department of Public Health as a Radiologic Technologist **AND** must obtain and maintain within 6 months of hire date CRT/Fluoroscopy issued by the State of California, Department of Public Health.

**Certification:** Must possess and maintain Healthcare Provider Level Basic Life Support (BLS) certification issued by the American Heart Association.

**Registration:** Must possess and maintain registration with the American Registry of Radiologic Technologists (ARRT).

**Education:** Graduation from an accredited training program in X-ray technology.

*Position qualifications are subject to change, as necessary.*

**PHYSICAL DEMANDS**

Continuous walking, standing, and turning. Occasional sitting and balancing. Frequent bending, squatting, kneeling, twisting, and stooping. Requires power grasping, precision grasping, pushing/pulling, and fine manipulation in both hands. Reach or work continually above and below shoulder level. Continually requires use of both feet to operate foot controls or for repetitive movement. Visual and auditory requirements: continuously demonstrate near and far vision and discern speech in quiet/noisy locations; frequently demonstrate color discrimination, locate origin of sounds, and discern non-speech sounds. Continually lift and carry 25 lbs. or less; frequently lift and carry 26-50 lbs. and occasionally lift and carry 51-75 lbs.; occasionally lift over 100 lbs. Carry items up to 100 feet, and up to 100 feet for heaviest item.

**CUSTOMERS SERVED**

- |   |  |
|---|--|
| <input type="checkbox"/> Infant (0 – 12 months)     | <input type="checkbox"/> Adult (19 – 64 years) |
| <input type="checkbox"/> Pediatric (1 – 13 years)   | <input type="checkbox"/> Geriatric (65+ years) |
| <input type="checkbox"/> Adolescent (14 – 18 years) | <input type="checkbox"/> Not Applicable        |

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Employee ID #

\_\_\_\_\_  
Employee – Print Name

\_\_\_\_\_  
Supervisor – Print Name

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Employee Signature

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Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **ATTACHMENT VI**

### **POSITION DESCRIPTION**

#### **Contract Special Procedures Radiologic Technologist**

##### **POSITION SUMMARY**

Under general direction, perform special radiographic examination procedures, CT, MRI, Angiographic or mammographic examinations independently. Instruct special procedures radiologic technologists and students in the use of specialized equipment, proper techniques, and procedures. Positions in this class report to the Radiology Manager.

##### **POSITION DUTIES AND RESPONSIBILITIES**

1. Explain examination procedures to patients; obtain sign consent if required, prepare and position patients for exam; use supportive/immobilization devices to secure patients.
2. Determine equipment requirements for the procedures and imaging as necessary for physician's preliminary viewing.
3. Select equipment and contrast media in accordance with specified examination procedures; mix and prepare contrast to be given to patient; recognize symptoms of reactions to contrast media and report to physician. Maintain critical positioning of the patient during flow of the contrast media.
4. Clean and stock work area. Perform daily or weekly QC as required, report malfunctions to supervisor. Maintain mammogram processor and darkroom; keep records of processor temperature, sensitometry, and phantom image.
5. Assist the physician or nurse during and after injection of the contrast media; mark reference points on patient to assist in repositioning the patient from one examination made to another; adjust equipment.
6. Assist physicians in positioning needles for biopsies; take and develop exposures of tissue removed during surgery for comparison purposes of breast biopsies. Participate in quarterly critique of needle localizations with doctors for mammography.
7. Keep and monitor licensure and accreditation documents and continuing training requirements of technologists and doctors as required by state law.
8. Notify referring doctors of patients who did not keep appointments for special procedures such as CT and MRIs', mammograms and when it is time for follow-ups. Instruct patients in breast self-examinations and answer questions.
9. Assist in training radiographic technology students and new employees; may assist in classroom training.



10. May be required to take calls and cover holidays; must have knowledge of down time procedures.
11. Provide vacation and temporary relief as required.
12. Assist Special Procedures Radiologic Technologist III in the planning, scheduling, training, assigning and review the work of the performance of Special Procedures Radiologic Technologists I and radiologic students in CT, MRI, Mammography and the Angio Lab.
13. Select equipment and procedures; ensure that examinations are properly scheduled and carried out in a timely manner; maintain billing records and logs of cases.
14. Direct technologists and radiology students in proper procedures. Prepare training materials and presents classroom instruction on special radiologic procedures for students.
15. Ensure safety precautions are followed during procedures. Maintaining critical positioning of the patient, assure proper use of safety equipment by team members, and practice sterile techniques to prevent cross contamination.
16. Ensure quality and proper identification of all images produced in a special procedure's unit; assure that Mammography films are hung in a timely manner to be read by the Radiologist. Confers with physicians regarding standards of image quality and direct Special Procedures Radiologic Technologists in methods of improving quality of images produced.
17. Record all procedures, equipment readings, and medication administered during special procedures; maintain accurate and precise records of all procedures performed in a special procedure's unit.
18. Monitor functioning of equipment; perform minor repairs and reports malfunctions. Contract with service representatives for other necessary maintenance and repair of equipment; purchase equipment and supplies for special procedures unit as needed.
19. Prepare written reports of all procedures performed in a unit, identifying special problem areas, summarizing improvements made, and other relevant information.
20. Perform related duties as assigned or requested.

### **POSITION QUALIFICATIONS**

**License:** Must be certified by the State of California, Department of Public Health as a Radiologic Technologist **AND** CRT/Fluoroscopy issued by the State of California, Department of Public Health.

**Certification:** Must possess and maintain Healthcare Provider Level Basic Life Support (BLS) certification.

**Registration:** Must possess registration with the American Registry of Radiologic Technologists (ARRT) in Radiography (R) and Mammography (M) or Computerized Tomography (CT).

**Experience:** One (1) year of experience as a Radiologic Technologist.

Positions assigned to perform mammographic procedures must have a valid California Certified Mammographic Radiologic Technologist license. Special Procedure Technologist are required to get a specialized license in

accordance with their field such as CT, MRI, Mammography. Preferred to have a specialized license in Angiography.

*Position qualifications are subject to change, as necessary.*

**PHYSICAL DEMANDS**

Continuous walking and standing. Frequent squatting, kneeling, twisting, stooping, simple/power grasping, fine manipulation using both hands, pushing/pulling, and using touch to distinguish/identify objects. Occasional sitting, bending, and using smell to distinguish/identify odors/objects. Reach or work occasionally above and below shoulder level. Occasionally requires use of both feet to operate foot controls or for repetitive movement. Visual and auditory requirements: demonstrate near and far vision; demonstrate color discrimination, discern speech in quiet/noisy locations, locate origin of sounds, and discern non-speech sounds. Frequently lift and carry up to 25 lbs. or less; and occasionally lift and carry 50 lbs. to over 100 lbs. Carry items up to 200 yards, and up to 3 feet for heaviest item carried (250 lb. patient with assistance).

**CUSTOMERS SERVED**

- |   |  |
|---|--|
| <input type="checkbox"/> Infant (0 – 12 months)     | <input type="checkbox"/> Adult (19 – 64 years) |
| <input type="checkbox"/> Pediatric (1 – 13 years)   | <input type="checkbox"/> Geriatric (65+ years) |
| <input type="checkbox"/> Adolescent (14 – 18 years) | <input type="checkbox"/> Not Applicable        |

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Employee ID #

\_\_\_\_\_  
Employee – Print Name

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Employee Signature

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Date

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Supervisor – Print Name

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Supervisor Signature

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Date